Early History of Jamestown (Foote papers)
1812 -

5 of 7

See Allen's Deed of Division Lot 25 Vol 1 Jamestown divided the land on the North side of the outlet on two articles for the land south of the outlet — The contracts were made the 22 day of September 1822 — I have the old cancelled contracts from the Batavia Office and the correspondence between me and Mr Busti.

I am perfectly satisfied if I had not applied to Mr Busti or had Mr Ellicott still held the office at Batavia I should not have obtained the land, but it would have much longer remained unimproved. — My purchase was West part N½ Lots 25 and 26 town 2 Range 11 of the H&L Corp Surveys — The line between my purchase and Judge Rundegas land was the N & S Line between Lots 25 & 33 south of the outlet and between Lots 26 and 34 north of the outlet in town 2 R 11 of the H L Corp's Surveys. The line commences at the NE corner of Lot 34, which has been carefully measured & is near where the "old distillery road" comes from the "lower village" and intersects the head of Harry Street, now Lake View Avenue, and runs from thence south through the entire length of Lake View Avenue, thence still southerly through Mrs Sedate Bowings lots and through Lewis Hale Esq homestead and thence through the homestead grounds of R F Fenton Esq and thence on the east side of my old homestead now belonging to the union collegiate school to the south end of the line on the north shore of the outlet where the corner post has been well cared for and is standing on the north side of the rail Road embankment — Thence still southerly across the rail road at Harrison St across Harrison St and along the lot the NE corner of Lot 25, now missing, and from thence southerly along the lot lines near Abel Hazeltine Jr's residence thence still south through Prospect Street to the SW corner of Lot 25 on the township line between the 1 & 2d Townships 11 Range lately the N line of Dascum Allen land formerly Da Cabon Hoyle's land bought originally sold by Wm Harry Morgan — Judge Prendergast had not then cleared any land up to our division line except a short distance about where the line crosses Harrison Street — The corners of origin at Stowings south of the outlet were not located by the surveyors. The people of Jamestown had long complained of the policy pursued by Judge P with hold in all lies land from sale except in village and refusing to sell or even to lease any water power — Men of enterprise and capital could not settle in the village under those circumstances

Nearly all of our early citizens were not intelligent in business matters poor men or with small means ~~Not~~ Even speculating could not be hired for a cent — The proprietor was certainly obliging neighbor and lenient to his debtors but all behind his policy of withholding land and water power from sale was a mistaken one and injudicious and retarded the growth and prosperity of the Village — Nearly all his immense water power was employed in manufacturing boards at his saw mills which gave employment to but few hands ~~employed~~ in manufacturing boards for the already overstocked lower market whereby it was sold at prices, much of the time, below the actual cost in carried in cutting down the timber and drowning the logs rafting the boards and rafting them to the markets below the actual cost, leaving little or nothing for the value of the standing timber —

My whole purchase was in a state of nature — I determined to erect for myself a house and outbuildings where the union Collegiate Site had fallen I had the edifice now stands the ensuing spring — I cleared off a piece of land ~~there~~ the fall I purchased — I commenced purchasing building materials and as an evidence of the low price of lumber at that date I state that I purchased the best selected clear boards for clear stuff board piles near the present residence of Mr Clark Esq on the Mt of Cassadaga for $6 per M and common pine scantling joist & boards at proportionate and Dutchville at $3 per M, and shingles made for us good as I could now at $1.25 per M simply for me by letting hands East side of my homestead state

In the spring of 1823 I commenced clearing land polycing from 5 to 10 acres and the growing timber for clearing and fencing east and north of my homested site — I determined to sell my water power without delay as soon as I could find a purchaser able & willing to improve it on the express condition that it should be improved to ~~without~~ for such machinery as was most wanted for the benefit of the community — the before I should deed it but not to be made until the water power was finally completed — This I succeeded in accomplishing — I have most of the old contracts I made. I offered all the land in parcels from 1 to 10 acres to those who would improve it & build on except about 50 acres about my ~~present residence~~ my residence and Village allotments

I soon commenced clearing two jobs South of the outlet one about the present residence of Judge Hazeltine and another north-East of it. Further east I contracted land to Dennis Gibson & Gen Horace Allen which ultimately was conveyed to Gen Allen

Sen H. Allen died from H.C. Chase 25 January 1861

The first mill dam was erected by Gen Thos W Harvey and Dr Saml Gorsline

I sold the water power and land to secure the privilege, sometimes acres, besides ~~the~~ ~~land~~ the right to flow the land for about $100 on time, and condition as I have stated — ~~I do not believe I could now purchase a full water privilege at the site for a tenning lotte for that amount~~ I do not believe I could now purchase a site with water power at the same place for tenning lotte for the amount I sold the whole but accomplished my purpose to have the water improved — ~~Sold the~~ most of the land below the Dutchville road on the ~~Second~~ lot east of the ~~water~~ land sold with the water power to Alfred Wadley, W Blunder and John W Winsor on condition of improvement for about $12 an acre including a part of the land where the Woollen factory now stands — All the land North of the outlet ~~I conveyed~~ deeded from the Holland Company and in turn conveyed to the purchasers or their assigns. Among those ~~I conveyed land~~ to whom I conveyed land north of the outlet but not included in the mill site by the acre were Rufus Pier, John H Darling, Roger Hays, Woodly W Blunder, John W Winsor, Wm R Rogers Sashe Half, Zalmon G Hulet, Henry Baker, Lewis Hall which with my allotments of Village lots include the whole length of my ~~lines~~ West line from the NW corner of my purchase to the outlet — Most of it was cleared before I sold it, from 12 to 35 acres except what I had in lots or among my lots and the house I recently sold to Lewis Hall Esq

On the South of the outlet after clearing considerable on the first lot adjoining Judge Prendergast I sold most it by contracts on credit at a small advance from cost ~~the~~ interest & taxes to H S Company agent at Clayville to make and articles to the purchasers except for two pieces of it one to myself and one to Isaac Eddy 2 of which we would deed. The agent appointed on condition I would obtain a survey & plot of each piece by Almon Rees Esq Surveyor while I did. A piece about the present residence was deed to Ruth Eddy but not coming to the outlet ~~and~~ the part between Eddy land & the outlet and extended to the N W corner I deed, & after many years in June 1847 sold it to Henry Baker. The land I deed was only reference of protecting my contracts ~~purchased~~ by the H S Co to Horace Allen, ~~The~~ land deeded by articles, if I recollect, was contracted by the H S Co to Horace Allen, Mr Rowson, Loring Sherman, Thomas Palmiter and R F Fenton Esq — Think some of those articles purchasers deed from the Company, while others assigned their contracts to others. I speak of those division by articles from recollection ~~for the outlet contracts~~ by recollection of some of the articles in purchasers. The balance of the land south of the outlet I assigned and may ever in the names of some purchasers ~~to Gen Allen who had an interest in the water power and who finally deed these~~ to Gen Allen who had an interest in the water power and who finally deed these lots back to me to improve it. Land for the Holland Company I deed some by the acre and ~~land~~ at money. Village lots, but I cannot now speak definitely of his deed conveyances or his sales but I know he did much to promote the improvements of the water power and location of settlers south of the outlet especially on building lots that he laid out. He was an energetic in business man of temperate habits & came with his wife and one child to the Rapids in February 1815 and hoarded in the saw mill for about two years & then purchased the farm where I now live. Gen Allen now resides there for a time & then

returned purchased
are interest in the water power & had ~~sold~~ sold and returned to Jamestown and
purchased a large share of the land I owned south of the outlet and became
on account of improvement
one of our most active citizens in public improvements and in the settle
ment of the Village south of the outlet and very
improvement
the fund actions of good society. He was prosper=
=ous in his early land operations and modest honest industry and economy
this village lots and water power
a good property. He died Oct 3 1862 at the age of 73 and his widow still
survives and if I recollect she is the only surviving resident in Jamestown that was there
when I located at the Rapids in Spring of 1815. No citizen of the village at that
period that wanted land for improvement but had a chance to buy of me
on a credit at a small advance from the cost, interest & taxes, then a large
share of the land Reserved land that I purchased was soon improved and
the whole water power employed to the full extent of its capacity
and that part of the village included in my part of the village was
soon settled, yet during this time Judge P declined selling land except in
lots or any part of his water power and from 1825 to 1837 I think there was
land sold by the acre on Prendergast purchase and during this
period very few lots were sold west of main street and those who had
bought towards the steamboat landing & made improvements did not in=
=crease in value & those towards the S.B. landing declined in value &
some houses became tenantless. Almost the entire growth of
the village from 1824 to 1837 was east of main street

For some years I was not disposed to lay out lots on the land I
had allotted to my self as a small farm & homestead which embraced
my future allotments, but as the water power was improved and
it gave employment to many men while the more extensive
water power of Judge P being mostly confined to lumbering employing
few hands exclusively to that I had sold. I finally sold two
village lots on the north side of the Dexterville road next east of R.F.
Fuller's homestead, I had not then determined whether I would sell any more
to be improved
but from urgent applications I continued selling lots on the north side of
the Dexterville road, also on the south side east of the Methodist church
then along the Sash factory road now Chandler street but
in all cases required the purchaser to build on them & the more I sold

The line between Judge Prendergast tract and my purchase was the north and south lines between lots 25 & 33 south of the outlet & 26 & 34 north of the outlet in Town 2 Range 11 of the Holland Co Surveys – The line commenced at the N E Corner of Lot 34 near where the "old Distillery road" comes from the lower village & intersects Harry St now Lake View Avenue and runs from thence South through Lake View Avenue through Mrs Cowing lot and the homestead grounds of Lewis Hall Esqr and thence South through the grounds of R F Fenton Esqr and thence still South on the west side of my former homestead grounds now belonging to the Union School to the South end of the line on the then N shore of the outlet, the corner post is now on the north side of the R R embankment. Thence across the outlet to the N W corner of lot 25 on the south shore of the outlet and from thence south on the line between lots 25 & 33 through what is now Prospect Street to the township line between the first and second township 11 Range now or late the north line of Dascom Allens land or formerly Dr Lubin Hazeltines land, originally settled by Henry Morgan in 1812. Judge Prendergast had not cleared any land near my lines except a few rods near where Harrison street crossed my line west of the outlet.

the east line of my land was over 1/4 mile off the Dutterville road in the vicinity of C E Bishop's residence on the south of the outlet in the vicinity of Mr Kimmons land

Jamestown as I saw it in June 1816, known then as the "Rapids", I left Buffalo in company with Wm. F. Allen in a Dearborn waggon drawn by one horse, made "old Cathie" turned in, fought bedbugs and fleas till morning, left at sunrise travelling part of the way on the beach of the lake & the rest in mud where the traveller on horseback sank so deep, his hat was only seen above the surface, yet when proffered assistance to extricate him from his perilous situation, refused saying "he had a good horse under him". At the mouth of Cattaraugus Creek breakfast at Marks, Catfish. Sunset brot us to Canadaway, now Fredonia slept at Abels tavern, fare good, Third day via Cross Roads, now Westfield, made halt at Mr John Scotts Mayville, fare good, next morning took passage in skiff down the Lake, Samuel Pinkham oarsman, fare to the "Rapids" 50¢ each with drink bottle of whiskey on down trip, & one on his return. The only clearings or beginnings, after leaving Dr Prendergasts and Old McIntyres, that could be seen from the Lake, were at Benjs Griffeths & a log house at now Fluvanna, on the east side. On the west as I now remember a small opening at Mathew Prendergasts Robert Carrier near the Beatty farm & John Newman opposite Fluvanna, Mr Solomon Jones on the left shore of the outlet 3/4 of a mile below the foot of the lake. At the head of the "Rapids" now S.B. landing, on the west side was an open grass plot of perhaps ½ an acre where were signs of the camp fires of the early voyageurs and other more recent fishermen. A foot path led thence along the north side the outlet to the mills, some timber had been cut about the "old dam" where we saw the charred remains of J. Prendergasts first

log house in Jas. Pu. I remember some Indian graves on the bank just above where the Oil refineries are now located they were protected by small poles laid cobhouse fashion much decayed. The sawmill standing on the site of the present Furniture shop now owned by Ford & Wood, next below the Gristmill. then the frame of the projected Cotton factory, Jacob Fuller's tavern & earthen ware shop between Main St & Bottles alley near the factory raw: bridge across the outlet just below the gristmill. A small house for boarding mill hands & blacksmith shop occupied by a Mr. Daniels, above main & south of first St. S & M Brendergast store 1½ story rough boarded stood cor. 1st and main st. west side: John Blowers next north & Jonathan Cass 2 story frame Kept Tavern, south of 2d same side. The same building constitutes part of Jamestown House extending to Mechanics Alley on the west. Jas. Brendergast house 1 story 50 ft north of 2d & west of main st. barn in rear Phineas Palmeter Jr. cor 3d south side, 2 story frame partly enclosed Frame 2 stories by Nathan Kiader, corner north of 3d west of main St. T. W. Harvey small blacksmith shop in rear near the thin swamp. Elnen Freeman & John Haine have each a small house on Cherry street south of 2d St. A small board shanty stood in the center of main just below 2d St occupied by Phineas Stevens with some articles in the grocery line On the east side of Main south of 3rd St. Horatio Lee was enclosing a 2 story frame, below Wm Forbes, next W. F. Allen's house & store, Ebenezer Chesney on pine st. 50 ft. North of 2d st. Horace Blanchet & Walter Simmons east side of pine between 2d & 3d. Dolloff's Plank house east of Spring was too

from town to be called a suburb. The road to Frank settle passed along the grove just west of G. Tiffany's residence thence crossing Barritt street above E. D. Butters, a road, I think left above this point, by which, the footman reached Higley & Amos Birds. Beyond this "Goose Creek" & blank. The trail south left near the foot of the old Locks thence southerly between the skating Rink & G. Tiffany's dwelling house continuing the same course near Wm Halls & up the west side of ravine to Wm Morgans. The road to Mayville near from corner of Main & 2nd St. passing near N. K. Ransom. Thence to cemetery avenue, to the sand pits near Phineas Crossman, thence by the Jones place, Jonas Simmons & Major Griffiths. The trail to Dexterville left the above road near Samuel Crosby, continuing on the ridge till it intersects 2nd street at a butternut tree standing north side of street, just below C. L. Jefferson's dwelling in Dexterville. The water, at this time about the 15 of June, was at good rafting stage for single platforms, I rode on one down to "slippery rock", now Dexterville, pilot, a raftsman by name of Denny, who kept it from striking shore by a "sitting pole" only. It is my opinion the amount of water discharge by the Chautauqua outlet during (say) 4 months of the summer & fall, of late years, will not exceed one fourth of that of half a century ago. This great disproportion does not hold for the balance of the year, the discharge now (14 Oct 1871) is decidedly less & has been the three months past than ever before, as I remember. I cannot flatter myself that the above will add to your knowledge of Jas. Tu. & surroundings, but you will please receive it with kind regards of an old neighbor. Gilas Tiffany

Silas Tiffany's statement
about Jamestown as he first
saw it - June 1816

To the Editors of the Jamestown Journal and Democrat

Gentlemen, When last in Jamestown I met an old friend and congratulated him on his successful sale of village lots, in Jamestown on land he purchased south of the outlet a few years since. I observed to him I presume you will make more than I did on the sale of that land. But said the gentleman, with surprize, the man from whom I purchased it had his title direct from the Holland company, for I have seen his deed. Yes, said I, I presume that is true, but I once owned the entire lot south of the outlet ~~from~~ of which which your land was a part ~~come~~. When I reflected on the length of time since I purchased that land and how few of the citizens of that date now remain, it was not strange that it was forgotten. The same thing will occur in relation to most of the land in the county in a few years, where the land was purchased by article and not deed by the original purchaser even after proved to a good farmer ~~but~~ of the article from the H & L Company transferred & deed ~~from~~ by the company to the assignee, & the deed to him being the only public record there is, no ~~probably record~~ widen to show that the original purchaser ever owned or occupied it as the old articles ~~and~~ with some large share of them have already gone to the paper mills. Where this is the case the only remaining source of information as to the early settler ~~in such cases~~ and original purchaser, is the old assessment rolls which should be carefully preserved ~~remain~~ in the town clerks office; But I regret, that on examination, I have found that nearly all the old assessment rolls of the town of Ellicott, are missing. The towns which have been organized from Ellicott ~~has~~ have an interest in the preservation of our old assessment rolls to show early settlers and residents in these towns. From examination I find the old assessment rolls in nearly all the old towns are missing with the exception of Pomfret where I find the old rolls are nearly complete and from which I obtained the names of many ~~old~~ the earliest settlers of the town of Ellicott, which is in not a few cases the only written evidence remaining that such persons ever resided or owned lands there in Ellicott. I make this digression to call the attention of town clerks to the importance of preserving old assessment rolls.

Previous to my purchase, Judge Prendergast owned the land extending 1/4 mile east of his plat & south of the village plat about 3/4 a mile and north of the plat about 3/4 of a mile and to a much greater distance west, and there was no cleared land but in sight of the village, it being wholly surrounded by timbered land. ~~and~~ The land between Jamestown and Dexterville, west perhaps 50 to 75 rods owned by him was a wilderness owned by the Holland Company. Judge Prendergast refused to sell any of his land except in village lots nor would he sell or lease any water power until his final sale ~~the month before~~ in 1836 to Denise Hazeltine for a woolen factory privilege. The water power never did sell any of it.

~~except that used by Mr Hyatt~~, was almost wholly devoted to manufacturing boards and he had not cleared land enough to raise his own hay and pasturage and the growth of vegetables for his own use – Thus the inhabitants of the Village were without pasturage or ground for fruit trees and vegetables unless on Village lots. All the settlers felt this was bad policy. In 1816 I applied to the agent of the Holland Land Company at Mayville to purchase the first lot east and adjoining Judge P's land north of the outlet, when the agent informed me that all the unsold land between Jamestown and Dexterville was "Reserved land, not for sale and regretted that he could not accommodate me, but as soon as it was for sale I should have the first refusal" As business called me to Mayville occasionally, I called at the Land Office to enquire about that reserved land and uniformly had a repetition of his answer on the original application – I did not understand about these reservations as I now do – In time Mr Ellicott of Batavia the principal resident agent, on the Holland purchase for some 20 years, and a relative to the agent at Mayville retired from the office, and was succeeded by Jacob S Otto, who was appointed by the General or head agent of the Company ~~who resided at Philadelphia~~ – Mr Paul Busti Esqr of Philadelphia – The matter of reservations to the knowledge of Mr Busti ~~about the land reservations~~ though Otto as well as some other grievances of the settlers, he issued an address or circular saying among other things that there were no reservations on the Company's land. I then went to Mayville and saw the agent and on renewing my application with the observation that I saw there were no longer any reservations; He said it was so; but by some recent arrangement he was not fully authorized to sell it then, but expected to be able to do it soon and gave me the old assurance. I had then become convinced that something was wrong and determined to find where it was, and immediately applied by letter through a friend to Mr Busti in Philadelphia for the land, and gave a statement of my applications & the result of them. Mr Busti promptly answered me by letter (which I have), sent me by way of the agent at Batavia, saying he had never authorized a reservation since the opening of the H L Co land for sale and if the agent at Mayville did not sell me the land, to apply to Mr Otto the agent at Batavia. I had but just received my letter from Mr Busti before the agent at Mayville sent to me that I could have the land. I went to Mayville and on entering the office, I was informed that he was authorized to sell me the land. I applied for the West ½ as surveyed by the H L C, when I was informed he could not divide the reservation & I must take the whole reservation – The part adjoining the Prendergast purchase at $11 an acre. A higher price than he had ever sold any H L Company land in the County – I at once denounced the course as

oppressive and unjust. Suffice it to say, pretty plain words passed between us & I declined his terms and started to leave when he asked me to come in again before I left the village. I soon called again at the office ~~again~~ when after a negociation I took articles for the whole "reservation". The land next to the village at $11 an acre and the rear land at $6 60 an acre. The purchase was made the 6th September 1822. I have the old articles obtained from the Batavia office and the correspondence with Mr Busti & his answer. I am well satisfied if I had not applied to Mr Busti, or had Mr Ellicott still been the agent at Batavia, I should never have obtained the land.

#. The citizens of Jamestown generally ~~as well as myself~~ had ~~generally~~ previously com-
plained of the mistaken course of Judge Pix not selling any land except by village lots ~~at~~ of 50 x 120 feet or his refusing to sell or lease any water power. Men of enterprise and capital would not settle under such restrictions. Not even pasturing could be hired for a cow. The judge was a kind neighbor and lenient to those who purchased lots, but all believed he was pursuing a mistaken & injudicious course that retarded the growth and prosperity of the village. Middle, all the then important water power was employed in manufacturing lumber for the already overstocked lower markets ~~for our~~ ~~[illegible]~~ whereby it was sold ~~low~~ at prices below the actual cost of manufacture, afforded no nothing to make running for the growing timber. This was no doubt true and has been, I think, the case.

My whole purchase was in a state of nature. I determined to erect for myself a house and outbuildings on the site of the union school building. The ensuing spring, I cleared a piece of land there in the fall and also commenced purchasing lumber and materials for building. I purchased the best selected clear pine at Gibson Gilmore's mill near the present residence of Mr Clark, under inspection of Capt. Wm Bird for which I paid $6 M. Common pine joice scantling and common stuff at Jamestown and Dexterville at $3 M. As good shingles as I ever saw $1 25. Capt Bird & R. Hayes were my builders. I give prices to compare with present times. In the spring I commenced clearing land having bought about $10 an acre & the timber on the land cleared east and north of my home site. I was made to believe I should have water power on the express condition it should not delay the express condition that I would not deed it until the whole power was employed in useful purposes. This was faithfully carried out. I offered all the land in ~~quantities~~ parcels from one acre upward on condition of improvement, and about 50 acres which included what became my village lot allotments. I refused to sell any entire tract, but it should remain unimproved. I soon commenced clearing two jobs south of the outlet, ~~near~~ about the present residence of Judge Hazeltine and further south east of it. Further east I contracted land to Daniel Gibson & Horace Allen. The first mill dam was built by Gen. Thos W. Harvey and Dr Samuel Garfield. I sold the water power and land to secure the privilege & for a site of machinery for about $1,000 on time & conditioned it should be fully improved. I do not believe I could now purchase a turning lathe power for what I sold the whole. I sold the land below Dexterville 200 and lower village water power land for about $9 an acre — the land north of the outlet I divided from the Hall and Cornell accounts.

and deed to the purchasers or agents among which were W. W. Chandler & Jos. Windsor, Jonathan Wait Esq., Royal Keys, H. R. Rogers, Henry Baker, Jos. Keeler, Lewis Hall and others besides the land with water power and village lots in my several allotments. After I had improved considerable land south of the outlet and contracted to sell most of it in pieces to different parties on credit, I applied to the H. L. Company agent at Mayville to divide the lots south of the outlet during my lease, this Eddy parcel, to which he assented, to Prendergast line, about 70 acres, and make separate contracts for the pieces, proceeding I would obtain a survey of the proceeds and plats of them by Alanson Jacks, Surveyor, or I accordingly surrendered my articles and obtained separate articles for some 5 parcels amongst which I think was Eddy where Judge Hazeltine resides, two another piece to Deacon Ira Stevens another to Mr Rawson and another to R. H. Fenton another to Horace Alley, of the lots to Palmerton, — for the part north of Mr Eddy's and between Prendergast's line and the outlet I took a deed from the Holland Company in 1827 to secure the water power. This small piece was the only land I divided from the H. L. Company's allotment "Reserved" which I bought, south of the outlet. No citizen at that time had any land to improve or to sell for residence pasture or orchard but had a chance to buy of the agent at a small advance or by the acre, or on a credit. Thus nearly all the dry purchase was soon improved and the whole water power fully employed, and that part of the present village was pretty rapidly settled. At first I was not disposed to lay out building lots, but as the lower water power was improved I was surrounding land and was urged to lay out lots. I began by laying out 2 out lots on the north side of Second Street as fast as they were wanted for improvement and one adjoining other, next to R. H. Fenton's lot which was built on, as laid out as indicated by the letters attached to the allotments. Had I anticipated the extent of the village, the village, in their direction and as wanted for village, I would have pursued a different plan of streets and lots but I had no I was governed generally as to the size of lots generally by Judge Prendergast's example. I was inexperienced in such matters but with my present experience I would have laid out the lots larger with much wider streets and in a proper place a large public square, and charged higher for lots. When I commenced laying out lots the project was ridiculed by some as visionary, but the prospects of the village West of main street nearly cleared, while the it was constantly progressing east. The lots laid out by Messrs Chandler & Windsor, by Gen Horace Allen, and by Mr Broadhead and Lewis Hall, Esq. of Buffalo, south of the outlet, by Mr Hallenbeck, East of the Lake View Avenue are on the land I once owned. The principal purchase made by Henry Baker Esqr & Aaron D. Packing in 1836 of all his Jamestown Property, wholesale, Jamestown was fortunate by the village as it gave a new impetus to the west part of the village not that because purchasers of surrounding lands as well as water power privileges could be obtained that had previously been withheld from sale. I repeat Judge Prendergast was a kind neighbor and good citizen but his plan of building up a village, merely by sale of village lots, was a mistaken one as will appear. Nearly all the increase of the village for some years was on the land I purchased which comparatively no improvements were made west of main street

Statement of the sale of Saml. Brewster's boards at Pittsburgh in the Spring of 1815. and the application of the proceeds thereof, made at the time of the sale, and settlement immediately thereafter, agreeable to the best of my own recollection, and such memoranda as the books of the firm affords

1st.	Total Amt of Sales of Boards				$3460	87
	" Goods purchased at Pitts. & expenses thereon	$2372	06			
	" Cash	1088	81		3460	87
2d	Left at this Saml. Town Store goods	$1342	33			
	Goods brot to the Mayville store & expenses thereon	1029	73			
	Cash from Pittsburgh	1088	81			
		$3460	87		3460	87
3	James Town Store Dr Saml. Brewster					
	Spring of 1815 Boards sold at Pittsburgh				$3460	87
Cr	as stated on Invoice book	$2798	87			
"	Balance of $662.00 which was deducted	662	00			
"	from the sum of $1342.33 the amt of				$3460	87
"	goods left at Jamestown					
4th	Mayville Store with Saml. Town Store					
1815 May 8th	To Cash &c. Two thousand seven hundred					
	and ninety eight dollars & eighty seven cents					
	Received on the sale of boards at Pittsburgh				$2798	87
	as follows					
	" Expenses at Pittsburgh and Goods					
	brot to Mayville &c. &c.	$1029	73			
	Cash from Pittsburgh	1088	81			
	Balance of $680.33 which was deducted	680	33			
	from the sum of $1342.33 the amount of				2798	87
	goods left at Jamestown					

Memorandum of Goods Bot from Pittsburgh 8th May 1815 and delivered at Samrs Town Store June 12th 1815

1 Kegg Tobacco 102	18	$ 18	36	
1 Box 8 by 10 Glass	14	14	00	
1 Bbl Whiskey 34½ Gall.	70	24	33	
1 Kg 10d Nails 159 lb	14½	23	05	
1 " 6 " 131	17	22	27	
35 lb Coffee	35	12	25	
40 " Hyson Tea	1.87½	75	00	
1 Kegg 8d Brass 150 lb	15½	23	25	
1 " 8 Nails 131 "	15½	20	31	
3 Doz Pt Tumblers	112½	3	38	
406 lb " Cotton	25	101	50	
1 Bbl Dried Apple	4.50	4	50	
1 Kegg 8d Nails 144	15½	23	10	
1 " 4 " 70	20	14	00	
2 Doz Pill Tumblers	112½	2	25	
1½ " Half Gall Bottles	3.00	4	50	
5 " Qrt "	2.00	10	00	
6 " Pt "	150	9	00	
56 lb Lewis Twist Tobacco	25	14	00	Apl 21
½ Box 7 by 9 Glass	120	06	60	" 19
2 Bbls Whiskey 34¾=69½	.75	52	13	" 22
2 " do 34¼ 68½	.75	51	38	" 19
1 " do 34	.75	25	50	May 6
1 " " 37¼	.75	27	93	Apl 17
1 " " 35¾	.75	26	81	" 20
1 " " 35	.75	26	25	May 8
1 " " 37½	.75	28	13	
1 " " 36¼	.70	25	37	
1 " " 33½	.70	23	45	
2 " " Ea 34½	.70	48	30	
2 " " " 33¾	.70	47	25	
1 " " 39	.70	27	30	
1 Kegg 10d Nails 127 lb	14½	19	41	
1 " " " 137	14½	19	86	
1 " " " 141	14½	20	45	
1 " " " 152	14½	22	04	
Amt Carr. up		$ 917	11	

Amt Bot up		$ 917	11
1 Kegg 10d Nails 142 lb	14½	20	59
1 " " " 138	14½	20	01
1 " " " 159	14½	23	05
1 " " " 150	14½	21	75
1 " 4d " 59	20	11	80
1 " 7 " 78	20	15	60
1 " " " 71	20	14	20
1 " " " 76	20	15	20
1 " " " 75	20	15	00
1 Kegg Tobacco 107 lb	18	19	26
1 " " " 107	18	19	26
3 Box 8 by 10 Glass	$14.00	42	00
30 Bbls Flour	6.25	187	50
		$ 1342	33

Bills of Goods Bot at Pittsburgh in the Spring of 1815

R. Bowen & Co	$ 991	10
Sutton & McNickle	259	85
Whitney & Co	366	08
Bosler & Co	266	20
Samrs Adams	42	00
N. Cunningham	11	50
George Evans	45	95
S. Davis Comp. & Admr	83	34
Paid Expenses	81	46
" Sutlery $45	77	50
" do Rect. on from	129	20
" Travelling Expenses	16	00
On Bowens account Courant & not ch. on this bill above. Being $150 & 38¢	1	88
	$ 2372	06

In Chancery.—

Robertson Whitesides
William Prendergast 2d.
vs.
Jedediah Prendergast

Chautauqua County ss.

Jedediah Prendergast being duly sworn says that the foregoing statement of accounts within is the whole of his account as it respects the trip to Pittsburgh in the Spring of the year 1815, that said account includes both debits and credits, and is correct, as he confidently believes that he does not know of any error or omission therein to the prejudice of any of the other parties.—

Sworn & subscribed this 26th day of Sept. 1838.
Joseph Wait
Clerk in Chancery
Residing in Chau. County

Jedediah Prendergast

Statement of the Cost
of Mr. Prendergast's
Boat at Pittsburgh
in the Spring of 1815

No. 4.

Page 33 Complete Book.

A majority of the parties are authorized offer (at their discretion) to My & Erie RR company or to sell & convey to and for use of said company not exceeding 1/4 of the whole of said pieces of land & water power on a gift or donation or condition only that said Company shall build RR with within 6 years build R.R. single track from Rutland County on Red River to Lake Erie contiguous thereto and touching this track.

4th The parties shall not in any way incumber or dispose of their interest except in manner following

Any party may mortgage his or their interest by obtaining the written consent of a majority of the parties to these presents who shall hold an interest at the time of such consent, or if any one or more shall wish to sell or dispose of their interest & shall not obtain consent of a majority as above he shall first offer the property to the remaining parties at a specified price which shall be at the lowest price he will sell & should remaining members decline to purchase for benefit of remaining parties then any individual of association have preference on his own account. But it is expressly agreed that no sale shall be valid unless either by consent of the remaining parties of these presents until the decline

5th Any time after 1st of next August on written request of majority of parties make equal division

6 Death of a party not to impair rights of others &

7 Each party holds one sixth

---

24 June 1841 Agreement between Burrett & Patchin with Henry Baker - Sell all personal property or demands to Baker thereby release all village interest. Baker agrees to adjust by his own means the debt to 35000 $

Proposed regulations among the purchasers of the Prendergast property in Jamestown pursuant to E.T.P. dissented to and withdrew from the proposed Company.

Article of Agreement and Lease made this 7th day of February one thousand eight hundred and thirty two between Elias T Foote of Jamestown N.Y. of the first part and Woodley W Chandler and John W. Winter of the same place of the second part Witnesseth, that said Foote has leased to said parties of the second part a piece of ground for to dig clay & make brick. The piece of ground contains about one and one fourth acres of land and lies north of the Jamestown and Ellicottville road and is bounded as follows. Commencing at a stake a few feet east of a black pine stump on the north side of said road and about two rods from the line of Lloyd's land and runs from thence a course west of north to the center of the root of a large forked tree which is turned up by the fence at the edge of the woods, from thence along the course of the body of the tree as it lies, to the first gulph which is a little north of and near the house now occupied by said Lloyd, from thence down the gulph to the line between said Foote & Lloyd's land, from thence southerly along said line to the high way, from thence to the place of beginning. Said Winter and Chandler are to make and sustain during the term of this lease a good substantial & safe fence between the aforesaid land and the other land of said Foote & to clear said Foote and his representatives from any expense in fencing any part of the land here by leased - The said Winter & Chandler have said Foote's liberty to take his coals from the fence which said Foote built on the east line along the land hereby leased - Winter & Chandler are to have the privilege of taking away the fence which they make, at the expiration of the lease but they or their heirs are to leave a good rail fence along the east line between said Foote & Lloyd's land - The said Winter and Chandler are to have the privilege of digging all the clay on said land during the term of this lease but they are to leave the surface of the ground as far as practicable at the expiration of the lease, sufficiently even & smooth for cultivation by plowing & mowing - Said Winter & Chandler are to pay all taxes & assessments on the land leased when they become due - Said Winter & Chandler or their heirs covenant to and with said Foote or his legal representatives that they will pay a rent of one hundred thousand of real good merchantable brick all of which shall

in alle respects fit for building good durable brick houses and chimneys - The brick to be paid one year from the first day of July next one hundred and seven thousand of such brick one year thereafter as said Chandler & Winter may choose - It is understood that if Chandler & Winter take the clay from under the house now occupied by Emrick Lowe on said land they are to do it by consent of said Lowe or in such a manner as not to make any expense to said Foote or his representatives although they may use his name in doing it - Said Foote or his representatives are to have reasonable and proper ground and room for said brick to remain until they shall wish to take them away - Said Foote or representatives are to have the right of entry at pleasure at the expiration of the lease or at any time before it if said Chandler & Winter refuse or neglect to fulfil this agreement & lease and they are also at their best to pay all damages which said Foote or representatives may sustain by said W. & Chandler not fulfilling this lease & agreement - It is understood that the fires are to be made and removed in such a way as not to expose said Foote's meadow or crops to damages or depredations while it is going - Lease expires from Nov 1st 1831 - Witness our hands & seals the day and year first above written

In presence of
Thos K. Hagood

E. T. Foote

W. W. Chandler
J. J. Winter

It is also agreed as above that said Winter & Chandler are to have privilege of water to make the clay into brick on the said piece of ground provided water is first to be secured for any building which said Foote or heirs may have built or may erect E.T.F.

Recd. of Messrs Chandler & Winter the brick within mentioned by payt to Meeting house for R Reys & Sly, C & W note for twenty thousand of brick – E. J. Foote
(One hundred seven thousand)

Agreement & Release
E. J. Foote with Chandler & Winter
Brick yard & Clay
Brick 100 M Brick
(Paid 107M)

Survey of a road in alteration of a road running from Main Street in Jamestown to New Edinburgh Works which was laid out Octr 13 1815

Beginning in the center of Second Street at the east side of Main Street running thence North 77 20 minutes East along the center of Second Street Sixteen chains 20 links - Thence North 58 1/2 East thirteen chains to a hemlock, thence North 43 East 44 chains to the line between the E & middle 1/3 of Lot 2 C 2d town 11 Range near where the old survey crosses the same

Copy

E. T. Foote Surveyor

Dated Octr 12th 1822

Horace Allen } Comr
David Bard

From town records of the town of Elliott Vol 2 Page 82.

There is a mistake in recording the first course, it should have been recorded North 79 20 - 16 chains 20

over

. nize Pendergast Cole, deeds of Jamestown Village
lots giving bounds in full by courses & distances
which make the east West street N 77 20 East
See my abstract deeds on file — J Pfeife to Levy Scofield
J P & wife to Tho Franks — Francis Lamb to B Mead &c

Survey of 2½ A
Foote Street
Oct. 12 1902

Extract from the record

Memorandum of an agreement
made this 10th day of June
1826 between Henry Barrin of
Jamestown Chautauque County
of the first part and
A. Plumb & Co of the place aforesaid
of the second part Witnesseth
That the said party of the first
part hereby purchased a mill
seat at the mouth of the Chautauque
Outlet in the town of Ellicott
County and State aforesaid and
proposes to erect a double saw mill
the present season. The said party
of the first part has this day transferred
and one half of the said purchase
also to the said parties of the second
part for which the said parties
of the second part are to pay one
half of the cost of the said
purchase and one half of the cost
said Thomas S. Rinos & Jno Arthur
and are also to be at one half the
expense of the erection of the dam
and said saw mill and all such other

improvements as the said parties of the first and second parts may see proper to make. The said parties of the said first and second parts are to be to all intents and purposes joint and equal copartners in the purchase and ownership of the said site and improvements and are to be equal in the purchase of logs and all other things that appertains to an shall grow out of the said business and are also to be liable in all losses, losses and profits. The said parties of the second part agree that all the goods that may be sold by them in the erection of the said mill and after the mill shall be in operation to the persons who take jobs sawn and the like shall be subject to a deduction of ten per cent to the said concern. And the said party of the first part agrees on his part to make the same deduction for all prop. by which he may put into the concern. The said parties further agree each to the other that if either party shall advance more money than the other that interest shall be allowed by the other party and interest is to be charged the other for on the excess of all property which either party may pay into the concern and after that said property shall have been paid

into the concern one year all ~~old~~ debts which either party may have against ~~good~~ good men then which shall go into the said business shall be subject to a mutual agreement or arrangement. The copartnership shall continue until mutual approbation shall dissolve it.

Sealed and delivered in the presence of

C. Butler

Henry Baker

P. C. Dimmick

Henry Baker
&
A. R. Lumb & Co
10 June 1826
A. Green

to build a mill in
Portersville north outlet
Baker having bought privilege

In May 1832 I commenced the mercantile business in the village of Lamestown, my old employer Mr Butler, having sold out his stock in trade to Messrs Austin & Lomard, they occupied the old Plumb & Co store.

I opened my stock of goods in a store belonging to Dr Comstock next door south of the office of J. A. Brown Esqr where I remained until the fall of 1833 when I formed a copartnership with my old friend & employer Mr Butler Esqr & we removed to the new Points store just then finished by H. Plumb Esqr, on the corner of Main & 3d Sts, where we continued until the winter of 1835 when I sold my interest to Mr Butler. In the Spring of 1836, I removed to Sinclairville, & had charge of a store for S. Havens until April 1837 when I returned to Jamestown.

I was appointed an agent of the Chautauqua County Mutual Insurance Company, at its organization in 1826 which I retained until I left the State in 1842. As agent of this company I visited almost every town in the Co.

and interested many of the Farmers and Mechanics, as well as Merchants & others by insuring their property, which proved I believe very satisfactory to the Company. In the Spring of 1838 I was elected to the office of Constable of the Town of Ellicott & retained by annual Election until 1842 when I removed to this ~~State~~ & settled in the County of Oakland, where I remained engaged in Mercantile business until May 1st 1845 when I removed to this city & commenced the study of the Law with my brother H.W.N.

The Summer of 1846 I spent 4 Months with my wife on Lake Superior, for the benefit of her health, the Winter of 1846 & 7 I was in the employ of the N.Y.C.R.R. Co. in the examination of Title for the right of way over which their Road passes. In the Spring of 1848 at the city Charter Election I was elected a Justice of the peace for the city & county, which office I held for 4 years but in the fall of 1850 finding business not very good, I had an offer of Cashiership in the Savings Bank of this city which I accepted, and remained in that situation until August 1854, when I resigned the charge, it being very laborious & responsible

My wife was then a very feeble woman, never enjoying good health, with whom I lived in peace & happiness until the 12th of April 1854, when her pure spirit took its departure to the bright spirit land, where I expect ere long to meet her in that blessed abode where sighing & sorrow are done away. I remained single until the last of April 1857 when I again married a Miss Catharine A. Fisher, with whom I now reside in the enjoyment of domestic happiness in this city.

My next brother John R. Walker was born March 24, 1810, left home in May 1825 & went to reside with a maternal uncle in Pinsacken Co. New York, he remained in that & adjacent county until 1834, when he removed to Chautauqua Co with his family, he having married in 1831 in Albany a Miss Dickinson, John died at Westfield & purchased of Hon Thos R. Campbell what was known as the Campbell's Mills near the village of Westfield where he remained until the Spring of 1857 when he removed to Michigan & settled in the township of Tyrone in the county of Livingston about 50 miles North West of Detroit. My next brother H. N. Walker was born in Pomfret Chautauqua Co. Nov 30 1811 At the age of 10 years he was taken sick which terminated in a fever sore upon his

right limb, from which he suffered very severely & but barely survived, but being of a very strong constitution, he has outgrown the disease & is now a very healthy man, but from the effects of the disease is lame one limb being much shorter than the other. He attended the academy in Fredonia & read law in the office of Hon Sol Mullet, he was with me in the store at Jamestown about 6 months in 1832 & pursued his studies with S. A. Brown Esq and in June 1834 was admitted to the Bar of Chautauqua County, & licensed by a Commission signed by Hon E. F. Foote then the Judge of Chautauqua Co. He left Fredonia the 1st day of October 1834 & came to this city where he has ever since resided, he immediately commenced reading law where arrived here in the office of Rufus Hanks worth & Bates, and upon the admission of Michigan as a State in 1835 Mr Hanksworth was appointed Chancellor & my brother took his place in the firm & changed it to Bates & Wallbridge, in a few years Mr Bates retired from the firm when my brother took another of Chautauqua's sons Geo. L. Douglass as a partner, in which capacity they remained for a number of years, and while in the practice of his profession he gained the reputation of being one of the best Chancery lawyers in the State.

G. J. Butler blacksmith bought the house of Daniel Hazeltine corner (NE) of Pine & 3d Street.
In 1841 he built a Stone blacksmith Shop on the SE Corner of his lot facing 3d Street and on the Spot where he had a wood en Shop
In 1851 he removed his wooden house a little north & back to make room for a brick 1½ Story house on the corner and he lived in the old Wood house so moved NE while the brick one was building & then into brick. Since then he has rented the old wooden house now 1858 Still remaining.

Henry Baker built the house where Dr G W Hazeltine resd A 1827 and the Same Season 3 Street was opened from Spring Street through alders flags & mire to Washington Street thence to Fayette Street towards Steam boat Landing. Mr Baker paid

Samuel Barrett built 1st house South of S A Brown Office in 1818 & sold it to Jesse Smith the to Baker

Russell Shaw came to Jamestown Spring of 1830 and Warner Shaw " " " Fall of 1830 & they opened a drug Shop in a building belonging to Royal Keys which leased they continued drug business until and sold out to Dr W B Leonard

Robert D Ward built his house corner of Spring & 5th St & resided there some years

5

Solomon Jones the dwelling house he now owns and occupies E side Pine St was framed at Ashville by Barnes & Shoemaker & he removed to Jamestown & partly finished it & sold to John J Leonard and from Leonard or his creditors it passed into the hands of Solon Jones Esq

Indep Cong Ch. Records Jamestown

Difficulty between J Wait Master of Lodge & the Hazeltines commenced ~~soon after Morgan outrage~~ early in 1827 but not before

1827
page 1 Wait & Hazeltines brought before ch Dec 13 1827 & referred to committee
Dec 13 up at nearly every ch meeting until — all about Masonry not finally disposed of until July 1828
2 Resolution non interference with masons for merely being members. Masonic Lodges not objects of public suspicion
" Dec 17 1827 of masons into ch remained a quiet as that Controversy until
Page 4 Dec 31 1829 D Hazelton Res to rescind Res on masonry passed Dec 17 (27) laid over to Dec 10 1829 when it was passed & ch adjourned until next day 11th Dec
1829 Dec 11 page 5. The resolution requiring masons to renounce &c was passed at once by dispensing with resolution to lie over until next meeting

page 5 April 10 1830 Waite offering rescinding resolution passed Dec 11 29 order to res lie on table
Reg meet June 3 page 6 rescinding res called up & on motion &c Dec dispensed — unite next meeting
Aug 5 rescinding resolution called up & rejected
" " Rev Mr Eddy then asked the church to unite with him in asking of Buff Presb to dismiss pastoral relation & question postponed until 12th aug inst
Page 6 Bro Hazeltine then presented a complaint against J Wait of slander & falsehood &c. Wait letter — Slips & gave them to the conversation adjourned to 12 inst aug 1830
Aug 12 Mr Eddy's request for dismission concurred by ch.
Page 7 D H Compt against J Waite tried & witnesses examined
" 8 objections to rescinding opinion & Clerk & other church Pt After examine witnesses of complainant
Voted refer the difficulty to Bro Dudley & Bro Gonsalus to endeavor to settle, some time between this & next meeting

Schr 5

Page 8 Communicate J W Harvey to attend Presby at Pedonia

The records of the church by the delegate as usual for examination

Presbytery mode following entries on records

approved. Therefore examined & approved some suggestions as to

page 8 the keeping of the records viz that such questions as doubtful

making resolutions on morning matters of the record & Extra notes

Sept 8th 1830

Lords day Sept 12 1830 Rev Wm Jones by appt of Presb preach & administered to

the ch Pastoral relation Mr Eddy dismissed

Page 9

Octr 7 1830 Stated ch meeting Dea Delano mod

J W Harvey & E Haven in the case of D Hz vs Wait

accepted add to record criticism on minutes

Complaint of D H vs Wait postponed next meeting

page 9 Dec 2 1830 Stated meeting ch Rev Wm Gellet mod W H ch Pr

Dea Delano Chosen delegate to Presb

Committee on difficulty D H & J W reported in writing

that matter settled. Record of evidence in above case

page 9 to be corrected by Geo Harvey

1831

Lords day Jan 2d Lords Supper adm by Rev E J Gellet

March 2 Stated ch meeting Dea Delano tendered resig as dean

adjourned 10 hrs

March 9 Gellet mod H H ch Clk

Deacon Delano withdrew resignation

Page 10

April 3d 1831 Lords Supper Rev E J Gellet

aug 18 1831 Reg ch meeting E J J mod Hz Clk

J W H & T J & D H committee nominate delegate to Pres in Jamestown

Respondent Dea Gorf delegate & Pastor alt

E Haven & G R Harvey committee for ocean Presby &

evening meeting in Jamestown

Pastor & Thos W H & L Sherman to enquire relative to

applicants for admn to ch

Page 10

Septr 7 1831 Presby met & Record of Assn exempt omission

of clerks signature to record

Amasa Mott from [illegible] McClary 11 May 1812 Consd $[illegible]
& point 17 Town 4 R 14 on portage Road 4 acres 2 rods

Amasa Mott from [illegible] Copp [illegible] 1814 ~~Lot in Magnolia~~ Land Lot 17 3 R 15
208 acres

Amasa Mott to Alexander 21 July 1817 one acre in Potsdam $660

Amo Mott from Jonathan Copp 1822

Norton Copp to William Franch Allen of Phila his wife 14 Dec 1815 Deed in for 524$
Lot 5 East main & 5 West Pine

Wm Fisher to Hiram Allen $200 April 1815 Same as Copp to Allen

Dennis & Betsey wife to Elisha T Allen 1st month 1819 Lot 9 prime St Con $280

Saml Barrett & Betsey to Elisha Allen 12 day 1818 Lot 3 & 4 main St
Consideration 1315$

1811 Jacob Tuttle Mortgaged to Martin Pendyst

Pendyst to Ingalls Lewis & Horton No 84 16 month 1816 No 4 W Pine St $50

" N Copp 16 Octr 1816 $80 to Lot 3 & 4 E side Champ St

" Lebbeus Case 5th Sept 1815 $50 Lot No 10 E of main St

" John Ingersoll 20 July 1816 Consd $50 Lot 17 E Pine St

" Thos Dickey 16 April 1816 Con $100 ~~Lots 15 E Pine St & 15 W Champ St~~
No 11 W main St

" Seth Kinsley 6 = April 16 1816 No 19 E Main St also No 10 E main

" Paul & Freeman 30 June 1817 bounded West by Wm Pier & Co N Lands Jos Pendy - 20 x 90

" E Chamberlain 21 Sept 1815 $100 No 13, 14, East Pine

" Jos Brown Consd $250 Lots 12, 13, 14 W main No 10 E Champ 7 day 17

Jesse Smith 13 Dec 1815 No 10 11 W side Pine

Phineas Pattinson & Abigail his wife to Gilbert Pollard of County of Lincoln N Y & Wm Irby & dated 20th month 1816 Consideration $600 No 9 West side main Street

Wm T Allen to Lebbeus Bates 2d June 1817 Lots Same conveyed to him by Copp Cons $1.000

Tuttle to Pollard Lot 8 W main St 25 Sept 1818 Enters Tuttle witness Consideration $200

Tuttle, 6 R Harvey 20 Octr 1820 Consd $500 ~~Lots 5 & 6 East prime St~~

" M E Chamberlain 1st Dec 1828 not to be leased or used for any [illegible]

June 30th 1820 Grand Jury return order there condemned well guilty
July Term 1825 Sheriff Pillsbury ordered to show cause why not amerced for
on the present trial of Grand Jury

There was a Court of Oyer & Terminer & Gaol Delivery held June 1826
John Dayton & Henry Fenton leave to Court Where Plat Mayville 1828
June 20th 1829 Grand Jury returns ordered & civil cases & suits
taking strong ground staying officers more but best of men

Minutes of terms Court
Clerk's records of Chem
Years 1821

Court Docket
1 Issued 20 Feb 1821
3 Peter P Hays 1828
4 William Hollenbeck
Christian Hall
Pinkney Hall 1826
Early Records
N Y Grand Jury Return

Batavia April 5th 1810

James Welch Lot No 14. T. 4. R. 13. at $2 25/100 p/ Acre

Pay 5 p/ cent of the Purchase money by the first of July

next.

Page 1118.

I think the above is Mr Prescott's handwriting when he was a clerk in the Land Office at Batavia before the Mayville office was established

The above is a specimen of writing given to Mr Wolcott

"Wolcott" land title assignment on the back is a specimen of the way the claim was transferred

This May Certify that I give up all my
Right and title to Lot No 14-4-13 to
Job Waite

J R
James Welch

Ashtanyea May 24 - 1910

R. V. Cunningham Esq. Jamestown
came here 2 2d June 1827

First regular chair maker in Jamestown
old saw mills & old grist mill from which mills
stones had been taken were burned about the
11 June. The cotton factory building & the grist mill
only house south of outlet in Sept. River W. side
where Judge Hazeltine, now resides and a small
house in the rear.

No building west of Cherry St. on Heller, Barrett
& Hollman swamp wood part Pub. Co. & Baker
house not then opened. No house north of Fillmore
to house north of Fletcher & Sam. Ward
Fletcher, Charles Butters & Southland on 4th St.
& Butters

Ben Hammond & Seymour Cornwall Sash
factory. Same year & Gen. Allen lived in a
small house just above & little north of the mill.

Prendergast only grist & saw mills. Cloth
dressing & carding machines
Tavern Jones on Corn. & L. Johnson opposite
Dr. Henderson on site
Stores Plumb - Buckley & Barrett, Elisha Hall
just beginning. Miller in J. & M. Prendergast with remains of the old store

R W Cunningham
To Jamestown 22d June 1827
Whether there found in
the Village

New Haven Connecticut
July 4 1857

Rev John Peate

Dear Sir

I received your kind favor in answer and the welcome assurance that my request would meet a cheerful response. I think you must feel curious for the kind favor of a copy of your Free Conference Minutes. I take a deep interest in that conference for I have had so many valued friends ~~in that conference~~ preachers. Of the large number of preachers furnished by Chautauqua County how many of them have gone to the grave. Others already worn out thus fill, comparatively speaking, remain in health able to blow the Gospel trumpet. Brother Joel Eddy who commenced 40 years ago, is still ~~I am~~ in active service. I pray you may have a prosperous conference meeting and that the good Lord may bless you abundantly. I wrote a letter to my friend Eddy Mrs Myers Whallon & Chapin and while answers were requested I certainly forgot to put in stamps for postage on answers - Will you have 2 stamps to Mrs Chapin & Whallon, & 1 to Mr Eddy. I think the amount is trivial, but I am not in the habit of neglecting such matters. I should have acknowledged your favors of some time back that you might have cleared the labors of your ministerial year & might be absent or on your way to Conference

farmerstown
in Early days

No rank except by virtue of merit

Jamestown in Early days – All plebians no distinctions

During first years every man & woman of a family their own waiters – Men split their own wood or cut it, made their own fires fodder'd their cow or horse cleaned their own stable fed their hogs – Tended their own garden hunted their own boats & fished themselves –

Women did their own household work made their own clothes, their husbands shirts & not infrequently their boys & some providing a man cut more than his clothes & went into family to cut & make clothes pants – Family or women kept cows & spun wool or flax & generally at least spun their linen thread & knitting yarn.

Very few women comparatively speaking kept a hired maid & if they did they were usually daughters of their own neighbors & were treated as members of the family & eat at the same table – in the way after work done sit down to some light supper before

There were no professional nurses

When women confined they would before hand engage some girl to work for them a few weeks to do the house work & more than to look after them – The daughters of the best families would occasionally go out to work a few weeks not from necessity but as a matter of accommodation

Women in Jamestown usually invited in all their neighbors, married women with whom they were intimate & seldom less than ½ a dozen present at a labor & the table set & all took a meal including the Physician after the birth & women in comfortable bed & the child dressed – Then whiskey or other liquor served to the women & a good merry social chit chat

No barber for first years after settlement. John Pickard shaved & cut hair

Physician not infrequently would shave his sick patients. Sick persons depended on their own family mostly thro the day & at night some one or two neighbors came in & watched tho difficulty to get watchers

the greater call for them, thus without any premeditated plan of lots and streets I laid out lots from time to time in the order of my allotments indicated by the letters - & size and price I followed the plan of judge P grazing contracts & all the time of payment asked on condition of improvement I hardly recollect selling a lot for cash for the first years after I commenced selling lots - Some I sold to mechanics for labor or barter

Had I anticipated the sale of so many lots I should have adopted a different plan of larger lots wider and more regular streets and a public square, but I followed the plans of my judge exactly unfortunately in my inexperience & want of foresight until it was too late to profit by my own experience and the observation of other villages regularly laid out before settlement the same difficulty has arisen in every village of the county up & perhaps Mayville which was laid out ~~by the H L Co Company~~ before ~~settlement~~ Major Horace W Chandler who first contracted for the land South of the Dunkirk road on the Center 1/3 of lot 26 north of the Water power land sale, came to Jamestown a poor young man from Virginia but most faithfully did he and his partner John W Winser fulfil their contract & did their full share in promoting the growth & prosperity of the East part of the village - Woodley W Chandler was a most worthy citizen, an honorable man & when in feeble health he did much to improve the land he & Mr Winser purchased of me and in selling & improving the lots they laid out - Mr Chandler retired into a farm at Lakeport and although in ill health he showed much taste in building a fine school house outbuildings & laying out for a cemetery & improving his farm as he had done his lots and land while in Jamestown - A kind hearted good neighbor an enterprising citizen always ready to aid in public improvements - I gave his name to one of the streets I laid out and he will deserve that memento. He died at Lakeport after a long and tedious decline universally respected by all

Editor Jamestown Journal

Dr Sir

When I last visited Jamestown I met an old friend of the village and congratulated him on his successful sale of village lots on land he purchased a few years since and that ~~once~~ belonged to me ~~about 40~~ nearly 50 years since. I said to him, I presume you will make more out of the purchase of that land than ~~you~~ I did. But did he did you ever own that land ~~that~~ of which I purchased had his deed from the Holland Company. I have been told yes said he I presume that is true, but I ~~never saw it~~ I was the original purchaser of the hundred ~~& owner~~ of the land before him. I once owned all the land right of my ~~joining~~ Friend's great purchase on ~~the east~~ both sides of the outlet. On reflection it was not strange that but few residing in Jamestown that have any knowledge about the ownership of land in and about the village 50 years since. In 1816 I applied to the agent of the H L Company to purchase ~~the~~ the W 1/3 Lot 26 joining Judge Prendergast land north of the outlet; the agent informed me it was reserved and he had no power to sell it, with he regretted but whenever it came for sale I should have it. From time to time I renewed my application when I received the same answer invariably. The land agent at Batavia for whom I was a substitute to the agent at Mayville resigned about 1820 & ~~the~~ Mr Burtis of Philadelphia the head agent of the H L Company appointed Jacob Otto the successor of the agent at Batavia. Mr Burtis having ~~land~~ heard of the Rows among other things of wholesale cutting of wild land and other abuses, I sent a circular to the settlers stating there were no reservations and never had been with his agent. This circular was published by the newspapers in the purchase. On seeing the circular I called again on the agent at Mayville & informed him I had seen the circular and renewed my application when informed there were no longer any reserved land but owing to some negotiation for the sale of land by the land agent he would not ~~then~~ sell it but thought he should soon have power to sell it. I immediately wrote to Mr Burtis though a friend in Philadelphia detailing my application and the answers I had received. Mr Burtis answered me promptly that he had never been a party to the by his answer saying of the agent ~~had~~ declined selling the land to apply to ~~Mr Otto~~ of the agent at Batavia for redress. I was very soon informed by the agent at Mayville that I could have the land. I have Mr Burtis' original letter & our correspondence. On calling at the Land Office at Mayville to purchase the land I had been an applicant for for six years I was informed he could not sell me the lot I had applied for unless I took the whole reservation which then embraced all the land between Prendergast purchase and the Dutterville land purchased by Nathan Cass in 1814, with the exception of two small pieces. I finally purchased the whole reservation 3 hundred & 11 acres at from $6.00 to $11 per acre by articles of agreement. The terms were then standing. I believe it was a higher price than had ever been charged by the land agent

for any land in Chautauqua County. My purchase of the reservation was on the 22 day of September 1822. The line between Lots 33 & 34 owned by Judge Prendergast in town 2 R 11 purchased by me and Lot 25 south of the outlet and Lot 26 north of the outlet commenced at the head of Henry Street now Lake View Avenue where the old distillery road connects the head of ~~Henry Street~~ Lake View Avenue & from thence South through center of land occupied by the Lots now owned by Mrs Cowing thence southerly through Seneca Falls dwelling yard, thence still south through R. J. Fenton's dwelling yard along the west line of my old homestead now the Union School ground thence south crossing the out-lot where the Railroad crosses the outlet thence crossing Harrison Street a little west of the outlet from thence near the present residence of Abner Hazeltine Jun. East residence, & thence still southerly through Prospect Street to the north side of land formerly owned by Dr. Eben Hazeltine now or late Doscum Allen's land. Judge Prendergast had not then cleared or chopped down the timber up to my line except a short distance about Harrison's land on the south side of the outlet. His only cleared land was the level land afterwards called the parade ground in the vicinity of the Chair factory perhaps 8 or 10 acres and the high ground extending from the Steam Boat Landing south of Fifth Street and west of Washington Street. In addition to his Village lots that had been sold had a part of them been cleared & fenced. Much of Judge Prendergast's laid out Village lots were covered with logs & not cleared. There was no cleared land of any size. The nearest cleared land was a small improvement on the [redacted] right of Jamestown with log house & log barn. The nearest cleared land was a small improvement on the South by Henry Morgan, on the land now owned by Doscum Allen formerly Dr. E. Hazeltine. On the northwest Nathan Meds on the north side of the out lot not far from Henry Barnard's Meds sold to Solomon Jones & Henry Babcock. On the east the small improvement of Dr. Fletcher. Judge Prendergast had not cleared enough at Jamestown to furnish his hay and pasture & vegetables. ~~Judge~~ He had not sold any of his land except in Village lots and refused to sell any by the acre nor had he sold any water power or cleared except the privilege to Daniel Hazeltine. Almost the entire water power being exclusively employed in manufacturing lumber not employing over 12 hands. The price of lumber in the market did not pay more than its manufacture & running to market leaving nothing for the value of the timber when standing. While we all felt that the Village proprietor was a kind neighbor and an indulgent creditor yet the policy of refusing to sell land or lease or sell water power was a mistaken one injurious to the growth of the Village and not for his own pecuniary interest. I had made up my mind to sell. I informed [illegible] would [illegible] at a low rate. After I purchased my tract I told the people I intended to sell my land in small lots for actual settlers and improvers except about 50 acres the south part of Lot 26 where I located & embracing the ground covering my subsequent Village allotments

and that I would sell my entire water power at a low rate on condition it should be improved without unnecessary delay with such machinery as must work and would give employment to many men - I soon sold the entire water power with about 8 acres of land besides that overflowed by the creation of the dam for about $1,000. I retained the title in my own hand until water power was improved - I doubt whether a portion of the privilege could now be purchased for a twenty-fold for what I sold the whole - The fall I purchased I cleared land where the collegiate school now stand where I erected my first year my house and outbuildings. I also cleared three in lots three pieces of land in 1823. I spend the second that from James street to Pine street where Wm Irwin over the grapes that had not been previously opened - I also commenced clearing on the south side of the outlet one lot where Judge Hazeltine resides, another south east of it also one on the south end of the lot joining Mr Hazeltines land - I generally paid from $5 to 10$ an acre for clearing & fencing and the pine timber on the land cleared and fenced -

After residing in Jonestown a year without ~~ha~~ been any more land cleared than when I went there, and Judge Prendergast declining to sell any land ~~I determined not to go for a head of cow~~ and no pasture for a horse or a cow to be obtained I applied to the Holland Company agent at Maysville in 1816 to purchase the West third of Lot 26 north the outlet next to Judge Prendergast containing about 120 acres. The agent informed it was a part of the Reserve which included lots 25 & 26 both sides of the outlet between Jonestown & Jeffersville and that he was not authorized to sell, but when it should come into market I might depend on having it. He spoke of it with regret that he was not then able to sell it to me. I presumed it would come into market & I should obtain it and I rested on that presumption.

As I visited Maysville from time to time I occasionally saw the agent who intimated his intent with a view of purchase when it should be for sale & in the fall of 1817 after the Cotton factory building was sold & Judge P had the whole in his hands again & without any apparent disposition to improve his water except in the manufacture of boards and without any disposition to sell any land except in lots, I felt more anxious than ever to obtain some land besides two village lots but still I did not then understand as I now do the nature of those reservations. As time passed along I became convinced that unless a new state of things was brought about the village was not destined to materially advance or improve in business. The entire water power of the whole reserve was employed in the manufacture of boards without any profit and at a sacrifice of the timber and no capitalists were coming into the village our village grew slowly and by emigration of some worthy men but without much capital & Judge P. not only owned most of the village but was probably with more capital than all the inhabitants of this village. In this state of things I made up my mind mentally that unless I could succeed in my contemplated purchase and the Reserve could be settled I would leave the place. For obvious reasons I did not make known my calculations but I sold by house that fall by contract to Col C R Harvey & collecting my debts into lumber. In 1820 I saw my lumber down the Ohio River sold it at Cincinnati and Louisville. After selling my lumber I went to the US land sale at Brookville and purchased a number of lots of land adjoining & near Indianapolis the new seat of government of the State of Indiana. It was then a wilderness but a beautiful country to which I determined to remove as soon as the new seat of government should have improved and become a comfortable place for a residence. I continued in a hired house in Jonestown. I continued to collect in my debts into lumber & gradually close up my business there. Indianapolis was growing and bid fair to be a place of importance but my family & my own relatives and my father in law were strongly opposed to my emigration to Indiana. I was satisfied my hasty purchase

was good investment even if I did not remove to it and I turned my attention to the north of our County for a farm which might have a fixed residence and in a location where I could pursue my profession with comfortable and less hardships - I still held on to my plan of purchase of the reserve but with diminished prospects from the oft repeated assurance but fact was of occupied by the dear time honored relative of the author, Wm Ellicott who had been the agent of the Company at Batavia for about twenty years for some cause resigned and Jacob S Otto Esq was appointed his successor by Mr Burtis the General or head agent at Philadelphia.

The matter of Reservations & some other complaints of the Settlers in the purchase having been made known to Mr Burtis, he spread a circular or address to the people saying among other things there was no reservation on the Holland Company's land - I then went to Mayville and renewed my application & stated that from Mr Burtis's statement there was no reservation, to which the agent assented but said the arrangements had been such that he then did not feel authorised to sell it but expected he would be able to do it soon - With the old assurance I left the office well satisfied I had been deceived & immediately on returning home I wrote to Mr Burtis the head agent at Philadelphia giving a history of my applications & the answers I had received and asking for the purchase of the land. At this time I was negociating with Forley Fuller of Ripley for his farm and residence on the creek Road & at a recent interview I had offered him $17 an acre & he asked $18 which I declined but he asked me if he should come to Jamestown in 10 days if I would take the farm at $17 50 an acre - To which I promised I would if I did not in the mean time purchase other property - I soon received a letter from Mr Burtis, through the office at Batavia declaring he had never authorised a reservation since the opening for sale of the Holland Company land for sale and if the agent did not sell it to me, to apply to Mr Otto who could sell. I soon received notice from the agent at Mayville that I could have the land. I visited Mayville when the agent informed me I could not have the land I had so long been negociated for. I then asked him the price chargeable land before me the plan of the reservation and marked the price of the land nearest to the Village at $11 an acre & the rear at $6 60 an acre I told him I had only applied for the land nearest to the Village but he said he could not decide the reservation - I then told him the price was unprecedented in their land sales in Chautauqua County & it finally led to some altercations between us, & I left his office but while leaving he requested me to call in again and I soon ~~called again~~ returned where he seemed more anxious to sell and after agreeing on terms and payments, I took articles for the reservation the 22d September 1822. At the time I had not applied to Mr Burtis or had Mr Ellicott remonstrated the agent at Batavia I think I should not hope to obtain the land I have the correspondence with Mr Burtis & Ellicott

Two days after my purchase Mr Fuller from Ripley called to ask if my bargain was right to his regret I informed him of my purchase of the reservation

Reserve

In 1816 the erection of the cotton factory building, the excavation of the factory canal and the arrival of many settlers in the country gave new hopes. In the fall the first installment of cotton machinery arrived with Lewis Insalls from Otsego County and was stored in the unfinished building. Judge P still declined to sell any land except in village lots or to sell or lease any water power.

In 1816 I applied to the U S Land Office agent at Mayville to purchase Lot 26 adjoining the village. The agent informed me it was Reserved land and he had no power to sell which he regretted but as soon as it was for sale I ~~because~~ might rely on having the first refusal. With this assurance I relied on ~~confidently~~ soon obtaining the land. Gen Thos W Harvey an able machinist was moved to come from Vermont to assist in putting the machinery in operation.

1817 opened and the builder of the factory building called loudly for ~~his pay~~ the balance of his pay & the first installment of cotton machinery that had been delivered was not wholly paid for. Gen Harvey instead of being employed about the new factory machinery found no employment in it and opened a blacksmith shop in the E side of Prime Street and commenced work there. Capt Dey brought a suit against the factory claiming and obtained judgment & the latter part of the summer & the factory and every thing appertaining with all its rights of water power was sold at Sheriff sale & bid in by Judge P without any opposition. The machinery for spinning was sold by the machinist who furnished it & was taken to Shumla & put into a building on Canadaway Creek. Thus passed away 1817 under this cloud in the Village. We had a few of worthy citizens but no capitalists. 1818 passed in much the same way no material improvements except Mr Hyslettine carding & cloth dressing. No more land cleared in Prendergast's tract nor no improvement in new buildings.

As I visited Mayville from time to time I occasionally called at the land Office about the reserve and had the same answer as in my original application.

In 1819 Silas Tiffany built his new store corner Main & Second Street in good style on a stone foundation and finished with all good improvements in good style and a few small houses were built in 1818 & 1819 and finished among them was Royal Keys on the West side of Main. Still no more land cleared and the little village was surrounded by a dense forest no orchards or fruit gardens or anything to ornament the village and the factory building stood rather as a monument of the misjudgment & mismanagement of its projectors than offering any benefits in bringing it into operation. The old academy building remained unfinished and rather better without paint and most of its windows closed with rough boards and too cold with no fire place and without plastering were not adapted to hold a School or meetings comfortably in the winter season nor could a majority vote be obtained to build a finished School house for School & meetings. Under all the circumstances I felt discouraged about such an improvement of the village as I had anticipated and determined to dispose of the little property I had in the village and remove elsewhere in due time although I did not make known

tions. The entire water power of the rapids was devoted
to mills except 2 custom grist mills and a carding machine &
cloth dressing factory – In 1820 I sold my house and lot by contract
to Col Harvey to receive ~~boards~~ lumber in payment. I also collected
my debts in lumber as far as consistent for cash was almost out of
the question in Collins – As an evidence of the unprofitable=
ness of lumber, unsawed boards were selling for $2 a thousand and shingles at 50 cts
a thousand The manufacturing cut down the standing pine timber
was sacrificed, although Judge employed his mills mostly in sawing
logs for others ~~for~~ one half of the boards. In 1820 I having collected all
the lumber I could on debts I rafted and run it to Cincinnati and
Louisville and having disposed of it I went to Brookville Ind taken
the United Land Sales for the lands ~~at~~ H around the new seat of govern
ment Indianapolis then a wilderness. I purchased a number of
lots of land adjacent the new seat of government with a view and
determined to remove there in due time – Still I found my relations
and friends in Ohio strongly opposed to my removal to Indiana
I determined to purchase no more property in the village and for
five years I lived in rented houses but still hoping I might
obtain the reserve or that it would go into hands that would
bring the water power into use & the land in parcels to accom
modate settlers. & give an impetus to the village
Owing to the feelings of my relations I more
my mind I would ~~some~~ retain my Indianapolis lands
as an investment and remove into the Red in the
north part of the county & As an evidence of the want of
money in the Village in 1821 a School society was called
in the Village district to build a district School house
that should be comfortable for Schools & meetings. On

Geer Symonds children
and Mrs. Abbotts land in
Springfield.

Bound Newspapers Chaut Cnty

1 Book well bound — Chautauqua Gazette, Censor, Ghost Advertiser, Peoples Gazette Scattering from 1817 to 1830
Chautauque Eagle Scattering

1 Book well bound — Jamestown Journal 1826, 1827 1828, 1829 1830 (Deficiencies).
Chautauqua Republican 1829 to 1833 (Deficiencies)
Republican Banner 1833 – Scattering Specimens of,
Westfield Advocate, Panama Herald, Liberty Star, Irving
Democrat, Jamestown Herald, Ellington Herald.

1 Book — Chautauqua Republican by M Bates Complete printers file
1828 Sometimes

Jamestown Journal

1 Book — 1826 to 1840 duplicates & scattering Journals

1 Book — 1831, 1832, 1833, 1834
" — 1835, 1836, 1837, 1838
" — 1839, 1840, 184, 1842
" — 1843, 1844, 1845, 1846
" — 1847 1848 1849 1850,
" — 1851 1852 1853 1854
" — 1855 1856 1857 1858 1859 1860

I have 1861 to 1870 inclusive tied in bundles years separate
Stacked in a box – The bound Volumes on shelves not packed

Mayville Sentinels bound

1834, 1835, 1836, 1837, 1838,
1839, 1840, 1842, 1843, 1844,
1845, 1846, 1874, 1848, 1849,
1850, 1851, 1852, 1853

Dunkirk Beacon

Bound – 1835, 1836, 1837, 1838, 1839 1841
— 1842, 1843, 1844, 1845,

Chautauqua Journal Dunkirk

1850, 1851, 1852, 1853, 1854

Jamestown Papers

Liberty Press Jamestown
1845, 1846

Northern Citizen 1848, 1849, 1850, 1851, 1852, 1853.

Chautauqua Democrat bound

— 1853, 1854, 1855,
— 1856 1857 1858 1859 1860 years since 1861 in bundles not bound years are ½ bound

Letter from Mayville
urging me to have delegates
sent to Convention &c.
1836

Hon. E. F. Foote
P.M.
Jamestown

4 different papers same Bound in 1 Volume

Northern Citizen Albany in 1841 Jon A Dix & M Harry Webster

1 Book Western Farmer Westfield NY 1835-6

Pantheon Do 1830-1

Jocksin Fredonia 1845

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1 Book Vanburen Times 1836-7

Westfield Messenger 1844 to 1850 some deficiences

Fredonia Express scattering

Warren Papers Containing Sketches Hist Warren County

Fredonia Censor

1 Book 1830, 1831, 1832, 1833, nearly complete

1834, 1835, 1836, 1837

1838, 1839, 1840,

1841, 1842,

1843, 1844,

1845 1846 1847

1849 1848 1850

1852, 1853, 1854

1855 1856 1857 they are

Since the bound Volumes tied up in Volumes & bound up to to 1870 inclusive

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The Independent

Bound NY Evangelist 1846, 1847 1848

Independent 1848, 1849, 1850.

1851 to 1861 inclusive

1851, 1852, 1853, 1854 1855

National Era Bound

1847 1848, 1849 1850 1851

1852 1853, 1854, 1855

Wait Esqr - Feby 19-27

Jamestown N.Y.
Feb. 20th

Paid 18 3/4

Hon. Eliab T. Foote

Albany

Examining & E.T. Foote's
Mortgages lands
in Chautauqua County

Holland Land Company with John McMahon
from Land Office in Batavia. Copied may 1853

Article of agreement (in manuscript in Judge Storms handwriting) dated 12th day of May A 1803 between Wilhelm Willink & others by Joseph Ellicott their attorney and John McMahon

Whereas
said John McMahon proposes to purchase a certain tract in Genesee County containing 22014 acres being township No. 4 in the 14 Range) Consideration of one dollar paid & future covenants to be fulfilled & payments made - Land at $2.50 cents pr acre amounting to $55,035 to be paid as follows $1035 upon executing the Contract and the remaining $54,000. in 8 payments or installments as follows - $3000 on or before 1st January 1806 with with 3780$ being one years interest $4,000 the 2d installment 1st January 1807 with 3570 being one years interest on fifty one thousand dollars at 7 pr cent. 3d Installment $5000 1st January 1808 with 3290 one years interest on 47,000. - $6,000 4th Installment 1st January 1809 & 2940 interest

1st January	1810	$8,000	5th Int &	$2520	interest	in all	$10,520.
" "	1811	8000.	6 "	1960	"	" "	9960
" "	1812	10.000	7 "	1400	"	" "	11400
" "	1813	10,000	8 & last	700	"	" "	10700

10 per cent to be deducted on all payments of principal when punctually made this not to apply to interest

If McMahon should be desirous to deed to actual settlers land laid out in regular form may have deed by furnishing regular survey at his own expense & paying $2.75 cents acre & the amount to be credited on said McMahons contract & deed made to the settler & credited to go on next & succeeding deeds from McMahon on this contract

Hol Co covenanted that to enable Mead to pay the installments as above specified they were to accept of bonds & mortgages such the said Mead might receive from his settlers in payment toward the purchase money provided said bonds & mortgages were approved & would then convey good & sufficient deeds to be executed to said party of 2d part for any lot he chose & so sold the bond & mortgage being regularly assigned to the company the sum equal to original purchase money to be immediately credited on this agreement but no discount of 10 per cent to be made on these B & M payments - All interest on such B & M before 1805 to be credited to Mead - No land to be decided for less than ½ a lot of a mile square - Agent Might refuse B & M if deemed insufficient security for the land - Mead can take at expense of all B & M acknowledgm & for the payment then perfectly executed to party of first part

Sealed & delivered in presence of
John W Sloan
Benj Ellicott

Signed by
M Ellicott as
Secretary &c
John McMahon

Names now torn off

"Reported Recorded 1809" this wrote in red ink

H. L. Company to Jonathan Mahan Contract.
7th July 1803

Contracted for 40 74 acres part of town 3 in the 15 Range Commencing on the shore of Lake Erie at the N E Corner of said township; thence South on the line on No 4, 14 Range 199 chains 6 links to a stone, thence South 62 45 West 251 chains 50 links to a stone, thence North 181 chains 73 links to a stone on the shore of Lake Erie thence along shore to Lake Erie

as follows $509 25 7th July next with lawful interest & the remaining sum of $9166 50 cents in 8 equal yearly payments

the first of said installments & annual payments of interest commence 7th July 1806

If Ile Mahan should on or before 1st July 1805 erect or cause to be erected on said tract - Eight messuages fit for the habitation of man not less than 18 feet square each and shall cause a family to live or reside therein in each of said messuages for three years next ensuing & shall on or before 7th July 1805 clear & fence or cause the same to be done not less than 6 acres of said tract contiguous to each of said messuages. these latter duties performed interest for two years to be relinquished

$509. 25 interest on date of contract
June 8 1805 $447 37 being for 11 mo interest $509 25

N. L. Co. with Thos McCleskish

(Article the reverse printed form duly executed)

date 31 decr 1803. for Lot 14, 6 Town 12 Range

Containing 359 acres - Consideration $807 75 to be paid

as follows $80 77 on the 17 april 1805 the remaining sum

of $727 11 in 8 installments

N. L. Company &
The Mechanics
Contracts & also
The Clinton Res

A census of the electors of the town of Chautauqua in 1807, then embracing the whole of the present county. It should be borne in mind that under the then existing constitution of the State, property qualifications were required of all electors

Schedule from Justus Kinnan's district.

Heads of families	Electors of the town value of £100	Electors of the town value of £20 and under £100	Electors residing out of the town value of £40
Kinnan Justus	1		
Hart Ozias	2		
Holmes Orsamus	2		
" Anson	1		
Seaman Seley	1		
Scott Rufus	1		
Stebbins Hazadiah	1		(Died Jany 1854 Fredonia Centre) m'ryt Betsey Hazadiah Fun. 5-7-7
Gould Daniel	2		
" William	1		
Gear Samuel		1	
Griswold Jared		1	
Perry Benjamin	2		
Perry Samuel	2		
Prior John		1	
Pattison Benjamin		1	
Orton Abiezer	1		
" Philo	1		
Johnson Isaac		1	
Burnham Elisphalet	1	2	
Blowers John Sen.	1		
Burns Benjamin	1		

Barrett Benjamin	1		
Barker Hezekiah	1	1	1
Bush Stephen	1		1
Davis Samuel	1		1
Dickson ~~Samuel~~ David	1		
Douglas Richard	1		1
Cooley Daniel	1	1	
Cole Seth	1		1
Cushing Zattu	1		1
Cole Daniel	1		1
Coon Luke		1	1
Cass Nathan	1		1
" John	1		
Risley Elijah	2		1
Mann Elisha	1		1
Fish Hezekiah	1		
Turner Hezekiah	1		
Lee Jeriel	1		1
Webber William	1		
" Jonathan	1		
" Morris	1	1	
" Francis			
Walker John	1		
Williams Richard	1		

"This may certify that Justus Herriman has made a true return of the above names in his district of the town of

Chautauqua Co. Sworn to before Justice Hinman
Sworn to & subscribed 15 day of October 1807
Before me.
David Eason J.P.

Returns from Alexander Martin of his district

Lou Minegar	1	
George Whitehill	1	
Abraham Fedoric	2	
Samuel Harrison	2	
Laughlin McNiel	1	He died in Jany 1813 Æ 60. Buffalo paper
William McPride	1	
William Crosgrove	1	
Alexander Lockwood	1	
Andrew Spears	1	
Josiah Farnsworth	1	
Nathan Weasner	1	
Asa Spears	1	
Ebenezer Babcock	2	
Oliver Loomis	1	
Thomas Prendergast	1	
Henry Day	1	
William Alexander	1	
Arthur Bell	1	
David Eason	1	
Thomas McClintock	1	
John Lyons	1	
Peter Kane	1	

John Price	1
James Drum	1
Nathan Fay	1
Jacob George	1
John De Graves	1
Stephel Dull	2
John McMahan	1
James McMahan	1
Nicholas George	1
James Brainard	2
Alexander C Martin	1

The census was taken by two persons appointed by the town officers for the two districts into which they had divided the town and which is herein substantially in the form of the present assessors

I hereby certify that this is a true census of the freehold electors within the bounds I was appointed to take according to the best of my ~~ability~~ knowledge & belief

Alexander C Martin

Sworn & subscribed before me the 18 day of June 1807

John McMahan J P

The preceding census of the duly qualified electors of the township now Chautauqua Co since ~~was duly~~ was taken and a careful examination of the same shows that the electors of those taking the census went in very many cases. home made a very liberal construction of the kind of freehold qualifications required by the constitution, for very few at that date had taken deeds of land but held their lands under "Articles" or contract to purchase of the Holland Land Company

You suggested in our interview yesterday that you should be pleased to have us examine the "Land Tariff" made by Messrs Redfield & co not that we understood you as proposing to adopt that tariff, but that its principles might have some influence in fixing upon your terms of business with the Chautauqua settlers

After an attentive perusal of the "land tariff" to which allusion has been made we are constrained to say that such terms to those shown we represent would be the highest of injustice. If we understand the tariff it is an addition of about 33 per cent to the principal of the debt with the addition of the whole of the interest. The time of payment (10 years) is an allusive ~~boon~~ but in most cases an ~~illusive~~ distinctive boon to the settlers this by no means an equivalent for the enhanced price.

Again if the principle of the tariff should be admitted to be just to the territory for which it is made the dissimilarity of the soil, location, improvements of the country is entirely dissimilar. The county of Genesee, Orleans, Niagara have been much ~~larger~~ benefitted from their differences of products & facilities for raising money either by selling out their improvements & realizing their value ~~or sale or their contiguity to Canada &c~~ from that source or from the product of the soil under payments must come in the Genesee Country than in Chautauqua.

With the exception of the lands along the shore of Lake Erie in the vicinity of villages in proved lands which in the best growing districts of Genesee county will sell for 20 to 50 $ per acre with similar improvements will not sell in Chautauqua higher than from 10 to 20 $ per acre. The value of land similarly situated as to improvements are entirely dissimilar or as to their intrinsic value the price which they will command from our own experience & knowledge of the

of the western country must have convinced you that no agricultural country afford so great & certain facilities for raising money as the wheat growing districts - the facilities for raising money are as decided in the two sections of country as the prices of soil to which allusion has been made

Again if there is to be any addition to the price of the land held under contract we can see no just reason in the principles of additions adopted in the tariff

The purchase has been voluntarily made with a full knowledge of the situation of the country & nature of the contracts as they exist - We hope the terms which you may prescribe to the settlers will be such as are just and equitable to ~~the settlers~~ them and that they will be made known with as little delay as may be & at a period not later than you suggested yesterday

In conclusion we give it as our opinion that the people of Chautauqua will never tamely submit to a tariff similar to the one to which allusion has been made - If they should, it would be a submission to the height of injustice & show a want of the spirit of freemen embracing their character as citizens of ~~this country~~ an intelligent community -

In behalf of Delegation
E. T. Foote Chairman

In all cases of Articles which have Expired since the 1st of January 1835. or which may hereafter Expire a resale may be made and a new Contract may be issued payable in ten annual installments with ~~with~~ interest annually on the following terms (1/8 of the purchase Money paid down)

1st In all cases when the amount due on the Old Contract is less than three dollars on the Acre an advance of one dollar upon the acre to be charged

2. When the Amt is over $3. per acre and less than $5. an advance of one dollar & fifty cents per acre is to be charged.

3d When the amount is over $5. and less than $8. Two dollars per acre is to be added

4th When the Amt is over $8. per acre an advance of $3. per Acre is to be charged

5th Contracts which have been forfeited in consequence of Noncompliance with the notices to be considered as Expired articles

6th Any Settler holding under an article Expired since the 1st of January last may be permitted to pay up and take a Deed on the payment of $ per acre

7th In all cases when the land is worth twice the Amt of Purchase Money a Deed may be given a Bond & Mortgage taken instead of an Article on the above terms

8th Any Settler may surrender his articles before it Expires & take a new contract on the above terms

9th These terms are for the benefit of actual settlers & not to be extended to those who hold contracts pledged for the payments of debts or who have purchased them for speculation But all such persons will be requested to pay the full value of the land

10th In case any settler whose article has expired since the first of January last or whose article shall hereafter expire shall neglect to take a new article upon the above terms for the space of six months the land to be resold for a sum not less than the value of wild

11th No advance to be charged upon lands held by widows or orphan children

12th No wild land or other land not heretofore articled or any of that class of expired articles purchased as wild land at $2. per acre or the lots in Batavia and Buffalo to be sold until the same have been appraised and a price fixed by the proprietors

Genesee Land Office
Target & Redfield Agts

At a meeting of the inhabitants of West Hinsdale on the 11th of Nov 1833 to take in to consideration the proceedings of the Holland Land Company towards the Settlers

On motion after mature deliberation peter Bush was called to the Chair and Samuel Searl was chosen Secy

On motion of Wm Pritcher it was resolved that we concur in the proceedings of the James Town meeting

Resolved that we send two Delegates to the General Convention

It was further resolved that Abner Smith and peter Bush be Delegates to attend said convention

Resolved that the proceedings of this meeting be reported to the corresponding Committee of James Town

Voted that the proceedings of the meeting be signed by the Chairman & secretary

peter Bush Ch

Samuel Searl Secy

Proceedings of the
West Hinsdale
Delegate
Meeting
Nov 11 – 1833

Judge McCall - Sinclairville

Brookfield Nov. 28 - 1833

Dear Sir

I feel not a little gratified at the result of the late elections in the several counties in this Senate District - and hope by the next Antimasonry will be extinct

We feel not a little disturbed here at the result of the late Law Suspending debts due to the H. L. Co - the consequences will be improve to the poor man while it relieves the burthens of those who are not in debt to them - it will drive away many good citizens - whose industry is as important as an other's cash -

How does it suit your county and yourself - can any thing be done - if so what shall be the course to be pursued - will not the counties interested petition for the repeal of the act which must bear on many individuals very hard -

We shall present our grievances to the legislature if, no others [redacted]

You undoubtedly know the course pursued by agents of the Company to make the debtors pay the taxes — I dies to give me your views of the subject — and if you consider the operation of this tax as I do — will you not use your influence to stir up the people to do some thing to prevent the evil threatened.

An other law (equally and perhaps more fatal to the prosperity of the state I mean the act to abolish imprisonment for debt) ought to be repealed it only serves to protect rogues while the honest man is injured by its effects — how is it allowed with you & your people in Chatauqua county —

Dear Sir I have the above views and oblige your humble

Servant

James McCall

Hon. E. F. Foote

Judge McCall an excellent man but do not agree with him on the above questions. I think him honestly mistaken — E. F. Foote

Rutland Mass Feb 1. 1833 P. M.
Nov 30

Hon.l E. T. Foot
Jamestown -
Chautauqua county
N. Y.

The folds broke
on last quarter
then unfolding
Dec 25th 1833

C. Valley Oct 30 1835

Dr Sir

The policy of the State is to go forward with the system of internal improvements. It cannot and ought not to be arrested. All we ought to desire is to pursue a prudent at the same time a liberal course.

The stupendous project of enlarging the Erie Canal which meets my entire approbation will afford additional arguments for constructing lateral canals and the people will never be satisfied to see so large an amount expended through the canal route unless those sections far removed from it are also accommodated.

It would not be very surprising if it should be deemed advisable to continue the Erie Canal to Dunkirk with a view of getting above the Ice in the spring.

Such a canal in connection with your Connecting canal project would

I C Happier by quite well

Have you & your County given up the Conneaut Canal — If site is practicable it would certainly be preferable to some other Canals that have been urged upon the Legislature —

I believe the Olean & Roberts Canals will shortly be authorised & why not the Conneaut if it is practicable?

The two Projects are not inconsistent or at variance with each other —

It appears to me that your County should not rest but should be prepared to urge your claims as well as other parts of this State —

It is not improbable that Buffalo may oppose carrying the Canal to Dunkirk, but Buffalo will support the Conneaut Canal

with all its energies and perhaps would not object to making a cut to Dunkirk –

I hope to find your Senate District with us this Election –

If you should deem it advisable to circulate petitions they should be in Albany as early as others for other Canals –

Certainly your route should be accurately surveyed –

I have written Brown and requested him to call on you and look over this Larty – scroll –

I shall be happy to hear from you – Yours with esteem

Lin Wiardsley

Judge Foote –

The Lumbermans Bank I suppose will make a Dividend the 1st Nov – will you request Shepard to forward mine by Draft on an Albany Bank –

Ethal T. Foote Esq
Post Master
Jamestown
Chau. Co.

~~In the year I began laying out building lots & parts~~

In 1823 I sold by contract the mill seats on the outlet at the lower end of the village with a few acres of land for about $500, on condition that all the water power should be improved. for I was not able to improve the water power & had to see it done by the lot of - I also contracted to sell to various persons all of my interest in the entire 1/3 of Lot 26 (H L C Survey). In 1823 the dam and a saw mill was built at the lower end of the village on my purchase. The saw mill located on the shore at the north end of the dam & in the year a two story building for a window sash factory was erected & put in operation on the north side of the outlet just below the ~~south~~ saw mill & in a part of the first Woollen factory of Daniel Hoagland the east side of the street still below the sash factory was erected for a carding machine & cloth dressing business - In a building for the manufacture of pails tubs & other wooden hollow ware was erected by on an island near the south shore of the outlet just below the dam - A small tannery at the south end of the dam was erected in & another on the east side of the street in & Breds cabinet factory by Mr & J C Bred in & the chair factory still further south in 1840. - The saw mill was rebuilt in 1841 & the carding & cloth dressing establishment was enlarged & finally converted into a Woollen factory about 1839 -

In the year 1830 I began laying out building lots & parts my dwelling house & surveyed in that year & in 1831 allotment A - There were at that time two roads across my land Foote Street & Chandler Streets to which I of necessity conformed my surveys - When I commenced laying out building lots Judge Prendergast & Hope Others ridiculed the idea of my being a visionary for the village would ever extend only towards the Stone but time has shown the result

E. T. Foster's sale
Flora village
lots

THIS IS TO CERTIFY,

That

by

Is a Member for Life of the

CHAUTAUQUE COUNTY BIBLE SOCIETY,

AUXILIARY TO THE

AMERICAN BIBLE SOCIETY.

In behalf of the Society,

President.

Secretary.

Chautauque County, New-York,

Westfield

Presb. Ch. In this year 1808, a church was formed within the present limits of West-
field, the Rev. John Lindsley officiating. It was called Chautauqua Church, being
this was the first ~~church~~ organized church in the Co.
then in the town of Chautauqua, which included the ~~whole~~ western part of the Co.;
Pomfret having been formed ~~the same~~ ago in March of the same year, and embracing
the ~~east~~ remainder of ~~the county~~. The ch. was attached to the Pres. of Erie. ~~[illegible]~~
~~for several yr.~~ ~~It seems~~ Its records having been lost, little is known of its history ~~[illegible]~~
can be obtained. It seems to have early ~~fallen into a state~~ begun to decline, until
it had little more than a nominal existence.

On June 25, 1817, ~~they formed~~ ~~this in the town of Portland~~, ~~[illegible]~~ the Fir[illegible]
~~a religious society~~ was formed, in pursuance of a general law of the state, ~~and called~~
the "First Pres. Society of the in the fourth town and 14th Range in the County of
Chart." Eber Stone, ~~an~~ James Montgomery, Nath'l. Bird, David Higgins, Wm. M. Riddel
and Jonathan Harmon were elected Trustees; Jonathan Cass Clerk; Calvin E. Marsh
Thos.; Fenn Dunning, Collector. The members resided in both the towns of Portland &
Ripley.

On the 7th of Nov. 1817, a new organization of the ch. took place. There was probably
no longer a regular session; for we find in the minutes of the meeting, that "a session was formed
consisting of Rev. Johnston Eaton, Rev. Phineas Camp, James Montgomery, and Thomas
Robinson." In their minutes they refer to the previous condition of the church, as having been "but poorly
& irregularly supplied with preaching," and "become worse than extinct," and add: "God having
tenderly in a remarkable manner revived his work within its bounds, it was deemed expedient
examine into its state, and if found to have a real existence, to correct and restore its disc
pline." ~~And accordingly from these minutes the following~~ The following is copied from the
minutes: "Having endeavored, after much deliberation on the subject, to correct its
disorders in part, and rebuild the Pres. Ch. in this place, we resolved to consider a
united in ch. fellowship the following original members, they being previously examined:
James Monty, Sarah Mont, Sarah McMahan, Eleanor Bell, Charlotte Parker,
Anna Andrews. Thirteen additional members were admitted on examination and
certificate, namely: Martha Royce, Hannah Peck, Joel Lorenis, Lemuel Stetson, Alexander
Lowry, Judith Talcott, Eber Stone, Betsey Stone, Ithiel Fay, John Gibson, Eleanor
Gibson, Hannah Bird. And 24 others were admitted on examination only: Robt. Cochran
[illegible] Ashach Parker, Eliz. Stephens, Mrs. Bandel, Lydia Bandel, David Andrews, Anna [illegible]

Let being meeting in school house, March 6, 1818 in Mr. Stephens
Seats order Sept 20, 1819 and Sept 27, 1819

~~who, after many~~ by whom it was continued many years and sold to Haven & Brigham, and by him to Dana Spalding, ~~its present owner~~ who continued the business until his death in 1872. Another was built by John and Chauncey Talcott ~~about~~ about 1858 and is still running, & doing an extensive business.

About the year , Wm. Huntley and Alpheus Babcock built a bran-duster and sawdust separator, now owned by Wm. Huntley, Augustus Hines and Porter Holcomb. These mills are in extensive use.

[Dickinson & Cleveland's mill stones were manufactured from boulders taken from the Creek about 100 rods from where the mill stood, and were afterwards used in the mill built by Thomas Kidder and Nehemiah Heaton on Walnut Creek, near where the quite Black Walnut tree stood.] wrought out by Wm. Gilmore

The first store in S. C., says an early settler, was kept by Stephen Clark, on the N. side of Walnut Creek, and afterwards removed to the south side. Another, an equally early settler, says the first store was kept by John E. Howard, before mentioned, and Manning Case, in company. John M. Cummings at a later date, commenced trade, and continued it for a year or more. In 1828 Oliver Lee and Clark C. Swift in partnership, commenced the mercantile business and continued until , and were succeeded by Ephm. R. Ballard a short time and was succeeded by H. H. Hawkins his former partner. E R B & Co

Ellery

Silver Creek.

The land on which Silver Creek now stands was bought in 180 , by Eli Kinney and Cleveland, who remained several years, They also built a saw-mill and a grist mill.* They sold the greater portion of their tract of land (about 400 acres) with the sawmill to John E. Howard, reserving the grist mill with about 30 acres. ~~Norman Spink~~ In 1808, Mr. H., being the only settler here, Norman Spink and Artemas Clothier came, ~~both of whom~~ The father of whom still resides, ~~the former~~ in the village, ~~latter~~ at the age of 84, ~~and the former~~ at the age of 85 years. Mr Spink died in the fall of 1873

About the year 1816 Gail Erna Comins started an institution called The Flannel Store at this place which was then called Hagatte on the south side of Walnut Creek. This Store proved an entire failure and many of the best Farmers became involved thereby —

In 1828, Oliver Lee, Esq. of Westfield bought the above mentioned property of John E. Howard. Since then within the limits of the present corporation, about 8 or 10 families.

Nehemiah Weston & Thos. Hidden, in 18 , built a saw-mill and a grist-mill ~~on the South part~~ where Joseph and Wilson Andrews' saw-mill now stands, in the S. part of the village.* At a later date, a saw-mill was built by (?) Holloway & John Vail, where afterwards, 1829 or 1830 (?) Holloway Vail and James Howard built the grist-mill, and a Carding Machine and Cloth dressing establishment.

A distillery was built about 1823 by Nath. Waller; afterwards, another, by Stephen Clark; and, one by Cor. Dalrymple; and the last by O. Lee. The temperance reformation, has here, as elsewhere, put a period to this branch of business in 1853.

* To the saw mill was for a time attached a large wooden Mortar and a pestle for pounding corn into ~~meal~~ coarse meal, before there was a grist mill (Lucinda Mortar &c.

Rev. P. Camp, missionary in this region (?) was ~~chosen~~ elected pastor called as pastor, Mar 2, 1819 and was installed by Erie Pres. Sept. 8, 1819. ~~He closed~~ and continued until Sept 2, 1821.

Rev. Isaac Oakes employed Oct. 1823

Dec. 28, 1831, voted to endeavor to raise money to hire J C Parmele to begin when he return from Vermont.

Dec 1833 D D Gregory elected pastor and remained until Oct. 1838.

J. M. Hopkins was Moderator as early as Oct 13, 1839 – closed Aug 10. 1845.

R. Tinker called Sept. 15, 1845, who died Oct. 26. 1854.

Charles F. Mozzy chosen Ap 30 1855 – closed Nov. 12, 1861.

J. P. Fisher elected Jan 20 1862 – closed June 1864.

Dr. Chester supplied the church about a year or more – others occasionally.

R S Van Clove elected Jan. 1868 – relation dissolved, Jan. 1869.

S. H. Smith elected Oct 1869 – vote to dismiss Ap. 10. 1871

Baptist Ch – appears to have had its origin in a "Branch", so called of the Baptist Ch. of Portland. On the 10th of Sept. 1825 the members residing at and in the vicinity of ~~Westfield~~ the "Cross Roads" (now Westfield) ~~met and~~ organized what was then called a Branch of the ~~Portland~~ Church of Portland. It had the privilege of meeting and disciplining members, and to expect disciplined, except in cases of great moment. At this meeting, Joshua Tinker was chosen a deacon and Joshua Tinker Jr. Clerk. ~~The~~ Among the members who united at and soon after the organization, ~~[illegible]~~ were Joshua Tinker – Joshua Jr, Henry T. Tinker, Harriet Tinker, Mr Boxton, Polly Lexton, David & Persis Hall and soon etc.

Chas. La Hatt, minister of the Ch of Portland, presided at the meeting, and was for many years minister of the Branch as well as the parent church. With a ~~few 18 members formed, and dependent on the church of Portland~~ and independent organization was formed, ~~and~~ called the Baptist Ch of Westfield ~~The first~~ Ap 17, 1831, view to the organization of an independent church, the members of the Branch ch. addressed to the ~~church Portland~~ parent church a letter requesting a dismission from that church, which was granted. ~~The members, who joined the request, were~~

continued by Rumsey & Foote, and afterward by Rumsey & Horatio N. Farnham (H. N. Farnham & Co.); next by without change of firm name (?) by Farnham & Justin Clark, and Farnham & Joseph Wells. The store next passed to Mack Montgomery & Charles Wells, ~~after which~~ and after a few years to Mr. Wells by ~~who made~~ purchase, it was continued until 1872. Present Merchants: Oliver ~~L. Franklin~~ Swift, & Co. and H. H. Hawkins. * See next page. + H. N. Farnham

Drug Store. by Melvin Montgomery & Wm. Talcott, Jr.

A Hardware ~~Stove and Stove Store~~, and a Manuf. of tin ware, &c. was estab. in about 18[illegible], by George D. Farnham & Ulric Spencer, and was continued several years. ~~Pin~~ ~~Wire~~ Geo. Schaffner & Rudolph Nagle, are conducting a similar business at the same place.

The first tavern ~~keeper~~ in the place is supposed to have been kept by John C. Howard in 1806 where ~~the~~ the Smith Machine manufactory now stands. ~~In 1831 and 1832 the Silver~~ The Silver Creek House, erected by Oliver Lee in 1831 and 1832, was kept first by Samuel Gale, and afterward sold to Jonathan Keith, and since owned and kept by Wm. Keith; and is now owned ~~and occup~~ by John Tilton and occupied by Alva Montgomery.

The first Physician, Jacob Burgess came about 1810, and continued practice until his death about 16 years ago. Among those who came before and after his death, were Drs. Calvin Wood, Daniel Rumsey, Austin A. Ackley, Jeremiah Ellsworth. Present Physician, Spencer Ward, Geo. B. Bishop, about 1836

The first Lawyer is said to have been — Rathbun; later Taylor — Cook, and Elisha Ward, who was also an associate judge. Present practicing Lawyer, LeRoy Andrews.

Present Supervisor E. K. Lewis. Chairman

composed of delegates from neighboring churches, viz. at Westfield, and deemed it expedient to organize the new church into fellowship. (give names.) & others.

The organization of the First Baptist Society under the general statute of the State was not effected until Jan. 1853. The first Trustees elected were John Wilson, Elias R Walker, and Austin Smith.

Those who joined in the request were Joshua Tinker and J. T. Jr., Andrew Cole, Benj. Jordan, Lisbon Peck, Abm. Burrows, Jonathan Brown, David Hall, Hazel Tuttle, Wm. A. Baker & Calvin T. Webster, Sheldon Palmer, Midwell Leach, Elias Millery, Br. Vredenburg, with the wives of some of them and several females – in all about 30

~~The number~~ The number of members ~~was~~ of them was more than 30

Branch meet in the Schools & Hall

Meeting house is of third room in the City Hall. Little Meeting House enlarged and enlarged, 1867. ~~Office holders were~~ Elder Pelatiah Lay, Deacons Elias Millery, Rogerington, Pierley, Robbins, Kayes, Mills, Stephen Fisher, Lyman Fisher

~~The following: Joshua Tinker, Jos. T. Jr.~~ And on the 10th of May, 1831, a council composed of delegates from neighboring churches, met at Westfield, and declared it expedient to receive this new church into fellowship. (give names.) & others.

The organization of the First Baptist Society under the general statute of the State was not effected until Jan. 1853. The first Trustees elected were John Wilson, Asher R. Walker, and Austin Smith.

Those who joined in the request were Joshua Tinker and J. T. Jr., Andrew Cole, Benj. Jordan, Lisdow Peck, Abm. Burrows, Jonathan Brown, David Hall, Hazel Tupper, Wm. A. Parker & Calvin F. Webster, Sheldon Palmer, Mitchell Leach, Br. Vredenburg, with the wives of some of them and several females — in all about 30.

~~The ministers~~ The number of members was of these was more than 30.

Church meet in the Academy & Sta

Meeting house ~~of brick~~ was built 1832 & 33. Till Meeting House enlarged and enlarged, 1867. Of the Pastors successive Elds. Wisner, Elds. Covington, Pierce, Rathbun, Kyes, Mills, Waters, Drake, Ignatius Fisher.

Early Settlers many of them christians since active

Ellery Elder Edmund Jones to Ellery from Onondaga Co (by Cow George Phelps) formed first Bap ch in that town about 1810 Dea Putnam – Deacon Walker probably 2d Bap ch in County Frederick first

Westfield First sermon in the County by Rev Joseph Badger from Mass 2d Sabb 1803 at Wm McHenry Funeral – Mtg to Ohio Tr County he had been out before but not with family & went by way of Pittsburg

65 – Rev Robert Patterson Presb from Penna in 1804 or 1805 employed to labor in Ripley 1/4 time & the second church & preached until 1807 3/4 time Penna –

Joseph Lindsay Sept of 1807 labored a while in Springfield 1808 returned & labored a while & formed Presb Ch of Westfield connected with Erie Presb & Church remained ever since & meetings kept up by every sermons than no minister. Rev Mess Tait, McFarren & Eaton of Erie Pres preached occasionally – Rev Spencer about one a month when no minister

Later Rev Phineas Camp – Reuben Camp settled in 1818

Deacon Stone donated acre of land in 1818 or 19 meeting house built & occupied

Church Fors of Mr 1804

Alex Cochran York Springs 1804

Robert page 25 Church near his residence Conodaway Dec 20 1807

1807 Rev John Spencer

" Joseph Pattison

Frederica Elder Hendry native Guilford Vermont To Frederica 1808 or 9 Pet tried in Pittsburgh Methodist Mess Baptist Mess Hendry Judge Cushing – Dea Merton – Bap ch 1807

Holmes Sheridan in 1805 from Plymouth Mass Congl Ch Sheridan 1808 2d Pell in County

William Southworth Deerfield Ch 1811

Jamestown Jacob Foster Judge Hazlett Deacon Deland Joseph Myers Crain John & Bread

Christian Pioneers

Rev John Spencer Cong for the County 1807 – Amasa West

1/2 Roads – James McMahon James Montgomery Bell Alexander Cochran 1804

Rev Joseph Badger Cong 1803 first sermon ever preached in the Wm McHenry funeral

" Robert Patterson 1804–1805 Joseph Lindsey, Tait, McFarren & Eaton

Pomfret Deacon Holmes Judge Cushing Deacon Merton

Jamestown N.Y.
Feb. 13th

1 40 Paid 95 3/4

C. S. Foote Esq. & A. V. Brown Esquires
Albany

A Phenix Mills
Lillar incorporation
Adams & Cottin
Feby 1871

Chautauque County

In 1806 the town of Chautauque (including all of what is now Chautauque County) was set off from Batavia. Gen John McMahan was elected supervisor and Deacon James Montgomery (now of Westfield) town clerk. The county of Chautauque was not organised till 1811. The commissioners for locating the county site were Jonas Williams, Isaac Sutherland and Asa Ransom. The record they made of their location describes the spot in general terms, and that there should be no mistake about the spot to set the Court House, they add that they have "erected a large hemlock post" on the spot.

In June 1811 the first court of common Pleas was held at Mayville. The judges consisted of Zattu Cushing, Matthew Prendergast, Philo Orton, Jonathan Thompson and William Alexander. David Eason (now of Westfield) was Sheriff and John E. Marshall Clerk.

The first white resident in Chautauque County was Amos Sottle. He resided near the mouth of Cattaraugus creek in 1798

which was three years before the Holland Land Company opened an office for the sale of land.

Col James McMahan from Northumberland County Pennsylvania is said to have been the pioneer purchaser of the Holland Company. He took a contract in 1802 for the 4th Township in the 14th Range, which is now the town of Westfield. His location was afterwards transferred to the 3d Township in the 15th Range, (now town of Ripley) where he purchased several thousand acres, and was the founder of what was afterwards known as "the McMahan settlement". The first white child born in Chautauque County was John McHenry in 1802. His father, Edward McHenry, was the next settler of Westfield, after Col McMahan. In 1803 McHenry was drowned in attempting to make a trip from Chautauque Creek to Erie, in a small boat, for provisions.

In 1845 the county contained a population of 46.548, and in 1844 it produced 268.261 bushels of wheat, 313.121 of corn 448.835 of oats, 6.816.869 of potatoes. It then contained 66.885 neat cattle, of which 25.024

were cows, from which 2,130,303 pounds of butter, and 974,474 pounds of cheese were made; 10,506 horses, 235,403 sheep and 61 law-yers

funeral

Jamestown Memorandums

Patrick Campbell act commenced 2 mo 1814 settled store act 1815 judgt before Plumb 1816
1814 & 1815 — & work on millrun august 1814. First in house with Blevins.

Eleazer Daniels act at Pres commenced may 27 1814. Taxed his highway work 1814
Credits work on millrunns aug & sept 1814 Nicholas & Daniels & Stevens march 1814 $2 cash
nails, glass &c charged for house Feby 1814.

Academy Charged nails &c for in July, august, & Sept 1815
1815

Store in Jamestown fall 1813 spring 1814 work on Store by P Palmiter & William Delos. Glass nails charged
to J & M P. Work by Forbes april 14.

John Burge January built 1814 in September spring 1815 & Rice came in as partner.
1814 Assessed in 1816 for 3 lots & 2 days road tax. In 1818 Mr Rice & Kean

Wm Clark credit work

James Berry came about sametime as Burgess built house in fall 1814 occupied spring 1815.
1814 Deed in 1816
Jesse Smith first act J & M P July 1814.

Nicholas Dolloff J P charged by him 4 m shingle nails &c for house & P Palmiter work
all in 1815 I suppose spring lot, Bertonk. Stum P Palmiter
His act to J & M P first July 7 1814. Dolloff doing work & was before
commenced Sowing

Jacob Fenton making large act with J & M P Jamestown build material &c 1814
1814 — Sold 50 barrels whiskey a year large & small meas.

John Kean from Mendville wife Brooley Assessed 1817 moved in 1816. A child bapt
ized in Cong ch Jamestown after 1816 such records

Mill dam &c Some charges J & M P to J Pindicote mills completed or perhaps Stance till 1814

First mill J P is charged with money to lend for a man to work on Milestones
march 6 1813. Hand to blow mill stones at Mayville Aug 1 1814 $3. Same date
charge for bolt cloth. First frame at upper dam but not raised & moved to lower dam

Oliver Higley came to his land near Jamestown 1815. Ohio 1834 Illinois 1834
and died may 6 1846

Samuel Sinclear commenced on his land Sinclearsville March 1810 family sept. 1810

Pennsylvania Settlers Hugh & John Marsh 1797 Russell & Miles 1797 Brown 1800
near Cma
Freas

Kinnady's mills 1805

Work & K Mills 1808

Horace Allen & wife & child March 1815 & went to Sowing thought he was gone in 1815
of Wm Forbes & sold same house to the commed addition to Cons. Stum Wm & Allen
fall of 1815.

Capt Wm Morten says he worked some weeks on first dam — First mill
not raised at first dam but at the 2d dam

Water Dam damages paid J Ayres July 6 1812 $13.50 Rowland's Chest $8 may 1812
Paid by J & M P. July 1814 Peters on $42. Armoriah Carne 10$ Alex McMillin $50 $13.13
at their store Peter Barnhart $11.50 May 1814.
Where J P paid in person
Where not credit in ledger in 1812-13

James Prindergast by J & A P cash Nov Cant 1812 $116
oats 23 1814 $47.32 by [illegible] pay for land Nov 1 1814 Mill Creek 158 Albany
Mill boards same date all were bought at Albany aug. 23 1814.
Crow bar for sawmill Dec 1814 $5.25. August 1813 Imp'd Mill Stones
Stove for grist mill April 2 1814 $12. Profits of Grist mill bought aug 1814
Not taxed in Pinsfield roll until 1811 & then include Nicentone land

Geo. W. Fenton, Artist 1806 Cinnoway 1810 - John Arthur 1808.
William Wilson artist 1806

Edward Worle mill 1808

Uriah Butley & Amariah Carrier 1810

McGonagle from Hunsett & brots crofters from works Sept. 1811 for store
Mapville

Horatio Dey lived on his farm near chases & did work in Jamestown
but did not move until after Cotton factory rained
First ball at Dey & Smith Allen House Jany 1. 1816 says M Sherwin
Formerly new near chases until fall 1815

Nathan Meeks got money for article fall of 1813

Cotton Factory. Race dug in 1816 partly. Frame Dey & Keys 1816

Thomas Harvey came in 1815 moved family 1816

William Hall came to Carroll fall 1815 To Allen house boarded for 1816
In 1815 taxed Road work Solomon Jones Dirtus Sellers

Royal Keys came out in 1816 came in with wife March 1817

Israel Knight first credit for work March 1815

~~Hazelton~~ Sherwin

Cotton Factory sold at Sheriff Sale 30 Sept 1817 See
Jamestown book built in 1816.

Prices Paid in 1812-12 Yoke of oxen $66. Oats 37½ - Salt $10.50 Farm work 8/ 10/
Corn 4/ - Cheese 1/ Wheat 8/ - Scythes 14/ - Shoshon tea 7/6 Skin tea 7/6 Whiskey 7/ - Gall 1.
Honey 15. Venison 4/ Sugar 13½ [illegible]

Butter 14 cts may 1814.

Taxes James Prendergast for 1811. $4.44.

Transportation Sept 1814 Bring in 1645 lb Goods from Albany 6$ per hund
July to Nov 1811 Transportation from Albany mill irons, Sows, Cranks, Albany to Utica 6$ hund.
Trans to Mayville for Nov 1814 $6.

Dock Sartwell at Mayville oct 24 1814 by Madon charge for goods

Fit jail Jail by Merten P & E Marshall Nov 1814 Stock Lock $5. Pad L $1.25
24 3 lb Iron by Rice Clark & Ath 15 cts

Tannery George Martin 4 4 Currier oil Nov 22 1814 3 $ a gall $12.
old man Martins tannery then in operation - Capt Wm Martin Early
Aron Martin & Sons to 12 4 July 1811
Sugar Kettle 51 lb 6 pay in drawing Sugar 100. Dock 1814

Boards Sold at Pittsburgh by Eph Morrin & Sidby for John Prendergast 120 M at $12½

Abraham Staples June in 1813 to the Mills Left helping in cum first boards from the mill - when

James Benes born in born 1800; to Ellery 1806

Jonathan Lee Dewittville born in 1800.

Elisha Wing Paid by J & E 4 4 Pholemie due him $14. may 25 1814

Lothrop & Parmlee & family to Jamestown Jany 1816 sheaf Good in Cass new house in about 2 months sold goods to W Cass for his Dexterville property, mills lands to Atwood & family to mills 2 April 1816. He sold the property to Samuel Budlong & Major Bentley in July but remained with family to Nov to Atwood to Warner & Burings there till death built house in 1815

Rufus Day Lost Forbes mill wrights -
Palmeter come to Jamestown June 13 1813 single & gang mill stone cutting but no roof on the mill; first mill pone pitty cutting, Prendergast born 2 aged 14 June 1813.
Phineas Palmeter Saw Mills commenced moving down fall 1812 tin operation again in fall of 1813. New mill 1814. Dwr build houses. Forbes, Blossom, Daniel Plants Fortunate (3 stone shop 1814. In 1814 & 15. 1600 lets 10 cts First blinds by Ely & Stone of Fay Stone made all the lath Dr H Smith tavern, Cash house, his own house

Early hands at Work for Prendergast as found in books, viz
Wm Clark, Forbes, Simmons, Elisha Wing, John Blossom, Arthur Blossom Elain Hunt
Wm Simmons, Clement Dolloff - Ed Haney

to Morrison

Ephraim Morrison Octr 1 1814 he came to Pitts, 125 Miles & paid $140
$12 Bds sold in Pittsfield by Dr Jediah Pratt 12 Mo. Oct 10 1814
Wm Clark went on those bonds. Mr Phin Palmeter
Abram Pier purchased his discharge in march 1812 & worked for P

Henry Burkhart [illegible]

1870
Sp 16 Eleazer Daniels I visit here twice near Panama
He is 85 years & his wife 84 years of age next February
They moved from Bedford to Westfield and remained in Westfield
about 3 or 4 months & then to Henrietta County & then
about 3 or 4 months & then then when Buffalo burned
Moved to Jamestown February after Buffalo burned — had 5
children lived with Paul until he [illegible]

Early matters
James Torrey
Twenty third

Judge Prendergast laid his first lots in 1814-15
E J Foote " " " " " 1823

Some years later Gen Horace Allen, and also Chandler and Windsor laid out lots on lands that I had sold them by the acre - I originally owned here about 300 as

Still later Messrs Baker laid out lots on lands they had purchased of Judge Prendergast

Each proprietor laid out lots agreeable to his own views and independent of others

Each proprietor named his own street & by common consent until recently they have all remained as named by the proprietors

Some years since a non resident came here & as a speculation got up & published a lithographic map and so far as my plots of lots are concerned the new map is very incorrect and calculated to mislead those who refer to it relative to the lots shown on my maps

In that lithograph incorrect map, he without any authority, as I believe, changed Center Street to Bridge Street but I have never adopted the new name in deeding lots -

I know of no other changes of names of streets until recently ~~and~~ I now find many changes of names have been made by some one but in what authority I am not informed.

Some of the changes are perhaps for the best - I think not all

The first street I laid out has had my name on the maps for more than 40 years & all the lots on it have been deeded & bounded by that street, by the name I gave it about 44 years since

Chandler Street is never the course of 2d Street as surveyed by Prendergast the Center Street but I desire to retain the name of Chandler Street on my map

Line proprietors
land west lots &c
in Jamestown NY

To the Judges of the Court of Common Pleas of the County of Chautauque & The the undersigned inhabitants of the towns of Gerry Ellington & Charlotte wishing to give you our views respecting the roads ~~[illegible]~~ ~~Eastwardly~~ from Sinclairsville to Clear-crik the town line road is a very hilly road and far is much inferior to the new road running down the ~~West Branch~~ Scally near the West Branch of Clearcreek there is still a middle ~~and~~ third road running between the townline road and Scally road which we believe to be entirely useless to the public

Preserve this for evidence of his [illegible]

Varenus Page
Seth Baker
Henry [illegible]
[redacted]
Hulbert Clifton
Henry Ellinthorp
Calvin Little
J B Baker
S S Beardsley
Levi W Churchill
Francis H Kingsley
Orrin Norton
John Woodward
[redacted]
George Anderson
Elisha Beardsley
Dudley Holdredge
Nathan Billings
Arthur Cox

Wm M. Wagoner
Abner Bates
Pinus Bates
Hosea W Rudes
Wm L Hardman
Stephen Brown
Peter Ingersoll
Elliott Marsow
A J Bell
Robert Bailey
Ebenezer Forency
Lucius Baker
Jacob Yoder
James Briggs
Seth Baker Jr
Lowell Hewitt

Thomas Hendley
Hiram Adams
Brownell Lake

George Anderson
Elisha Beardsley
Dudley Holdredge
Nathan Billings
Arthur Cox

Lewis Baker
Local Vader
James Briggs
Seth Baker Jr.
Powell Hewitt

Hiram Hadley
J. L. Brower
Enoch Jenkins
Walter Bonney
Daniel Billings
Ira Norris
Joseph B. Noble
[illegible]

Hiram Adams
Darwell Lake
Robert Page
Bigsby Page
George Nottingham
Benning Lawrence
Ira Gates
Albert Fahrne

Noah Noble
John Stafford
Harry Streater
Miriam Murbhom
Nathaniel Fuller
[illegible]
Thomas [illegible]
[illegible]

Samuel Babcock
Lewis Fahrne
Lisa Putman
D. C. Spoon
Simon Lawrence
Moses Bleeper
Daniel Penhallow
Alonzo A. Sloan
Lewis Rice

Herman Camp
[illegible]

Nathaniel Fuller
T. S. Brown
Thomas Nash
John Joy

Simon Lawrence
Moses Bleeper
Daniel Penhallow
Alonzo A. Sloan
Lewis Rice

Alner W. Camp
Jonithan Hedges

Herman Camp
[redacted]
Saml Hurley
[redacted] Simson
[redacted]
Thomas [redacted]
Elias J. Dodges
Chester Cole
James Cobb
J. M. Elliot
R. Shurtliff

Pandora Scott
Melzor Hunt
James Buckler Jr
L. A. Thompson
H. Buckler
[redacted]
John McCullough
John Moon
George Wade
Joseph Alverson
William Bliss
~~John Camp~~
John McAllister
Lewis Pratt

Amasa Dalrymple
[redacted]
[redacted]
Samuel C. Parker
John M. Bryan Jr
George M. McLaughlin
John P. Andrews
Enos Carpenter
Milajah Aldrich

Papers relating
to a road appeal
in the town of Gerry

Numerous signatures