Thomas Hopkins Webb to Martin Franklin Conway

Thomas H. Webb, secretary of the New England Emigrant Aid Company, wrote from Boston, Massachusetts to Martin F. Conway, general agent for the New England Emigrant Aid Company in Kansas Territory. Webb provided Conway with a detailed description of the property owned by the company in Lawrence, Kansas Territory. Webb was quite critical of Charles Branscomb's, the company's previous general agent, administration of company property in the town.

Creator: Webb, Thomas H. (Thomas Hopkins), 1801-1866

Date: April 30, 1858

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Thomas Hopkins Webb to Martin Franklin Conway

Webb, Thomas H. No. VI.

Office N. E. Emn. Aid Co.
No 3 Winter St. Boston
April 3d. 1858.

Dear Sir.

You observe "I think it important, as a supplement to the Schedule sent, to have a regular detailed statement of the condition of all the Company's property — Mills — Mill-Sites — and Town Lots, as you understand it — with reference to Titles — the Certificates — Deeds, Contracts or other evidences of ownership — (how are they — where are they) or with reference to disputed claims, the merits of the controversy, &c."
"Mr. Branscomb" you remark "is not clear. At least he is not very clear. At any rate I wish you to give me a full & regular exposé of your condition."

It is a source of some surprise and more regret that the information so desirable cannot be obtained from Mr. B. He has been permanently located in the Territory towards two years, had previously made several visits there, was supposed to be conversant with the condition of affairs at our Settlements, and in his Letter of Instructions of June 27th. '56, and in several subsequent Letters his attention was called to the subject and the importance of being fully booked up him-

self and of thoroughly posting us up, was emphatically impressed on him. Altho' he neglected the latter, we did hope that he attended to the former.

I will furnish you all the information in my power, but as I must rely in a considerable degree upon my memory for the facts, I fear that I shall be unable to furnish that methodic and detailed statement which it is essential for you to possess.

Lawrence being Head Quarters we will commence there. By the understanding which existed between the original settlers of the Town (consisting of members of Parties Nos 1 & 2) and our Agents, this Company was to have a very large interest in the Town granted it, in consideration of various services rendered them in their day of small things; this interest was from time to time narrowed down without the consent or even prior knowledge of the Co., until it was at last reduced to One Hundred & ~~Twenty~~ Three Town Lots, for which a Quit Claim Deed & Bond were executed to the Co. on the Seventh of July 1855 by Messrs. Saml. J. Snyder, Joel Grover, Jno. P. Wood, Wm. H. A. Lykins, and Geo. W. Hutchinson, Trustees of the Town Site of Lawr-

rence. This Instrument was filed for Record in the Register's Office Jan. 10th. 1857, & duly recorded in Book B, on pp. 436–9 inclusive as certified to by E. Laird, Register. A List of these Lots, I understand is to be found in the Schedule sent you, with the few that have been sold, designated. If this be not so, and Mr. Branscomb cannot denote the sales, let me know. There was also an understanding between the Settlers & our Agents, Messrs. Pomeroy & Robinson, that a certain tract of land bordering on the River, should, whenever Title was obtained, be conveyed to this Co. in consideration of erecting a Saw-Mill at Lawrence. This Mill was erected and still stands upon a portion of the tract alluded to. The agreement I think was never reduced to writing, and Mr. Branscomb, without any particular reason, frequently expressed apprehensions that it would never be completed; but both Dr. Robinson & Mr. Pomeroy told me when I last saw them in the Territory that they had no doubts about the Co. at proper time being put in legal possession of the ground. By reference to Searl's Plat of the Survey, published in October A.D. 1854, you will see the location and the

boundaries as then fixed, of the Mill Reserve. The Plat of which I speak, is the original one. Subsequently, last year I think, Messrs. Whitman & Seard, "Land Agents", at whose instigation or by what authority I know not, replatted the Town, making various alterations, as may be seen by reference to their published lithograph.

In addition to the preceding, there are two other Lots to which the Co. have a just claim; one of these has been utterly neglected so long, that perhaps the Co.'s right to it will be contested; the other was also neglected by Mr. B. until he was specially directed to protect the Co.'s interest in it. We understand that he gave due notice to the Town Trustees and others not to commit a trespass. The latter Lot is the one on which was erected by the Co. the St. Nicholas Hotel, so called; it is No. 9 Vermont St. The former is the one, whereon the primitive structure styled Plymouth Church stood, which, so far as destructible by fire, was consumed in the Fall of '55; no vestiges of it probably now remain; its site however is undoubtedly well known to you, altho' I cannot call to mind the No. of the Lot, or name of the St. which it adorned.

The first Settlers necessarily experienced many privations, and as an inducement to the making of improvements it was agreed by & understood from them that whosoever would put up buildings for public accommodation & convenience for the time being, should have granted them the Lots thus occupied. The Co's claim to the two Lots alluded to is based on the fact of their having built the structures named, which, although rude & very perishable, answered a good purpose during an important emergency.

During Dr. Robinson's Agency, he permitted a Mr. Fry to erect a Bakery on the Hotel Lot; upon the strength of which Fry claimed the Lot as his; (the St. Nicholas I suppose having in the meanwhile been supplanted by more fashionable establishments;) Dr. R. resisted his pretensions & threatened to eject him; the case however by mutual consent was left to Referees who decided it in the Co's favor. It appears nevertheless, that subsequently, viz. in the Summer of 1855 said Fry, finding I suppose that the Co's interest was not very well cared for, still continued a trespasser, and in July of that year contrived to obtain from three

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of the Town's Trustees a Deed of the Lot and then dis-
posed of the property. I say a Deed, as Mr. Branscomb
so states it; but it must have been a Bond for a
Deed, and a notice has been served on the Trustees
not to issue a Deed excepting to the Company.

As you are aware, Dwelling Houses have been
erected by the Co. on Lots Nos 6 Pinkney St. & Nos 68 Ken-
tucky St. The Agent was instructed to lease these
at a Monthly rent payable always in advance;
the object being to protect the Co. against any
loss which otherwise might occur from bad tenants.
In passing, I would remark the Co. wish this rule
never to be departed from. The rent of the Pinkney
St. house was, for reasons not now applicable,
fixed at $.25. per month; that of the one on Kentucky
St. at $.16. per month, the Co. reserving as an Office
the front room. Whether or not the houses are
now worth more, you can judge.

The Mill is leased at what was considered in
Lawrence a low rent; viz. $.50. pr. month

The only other property, I think, owned by the
Co. in Lawrence consists of certain furniture faint-
ly alluded to by Mr. B. sometime ago, of the character,
condition & whereabouts of which we are ignorant, and

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a Piano worth say between $400 & $500 supposed to be in the posession of Col. Eldridge. All of these articles had better be gathered together, appraised & sold. The Piano would undoubtedly prove a desirable accession to the New Hotel.

At Lawrence there are sundry debts, I believe due the Co. The respective amounts, their value, names of Debtors, &c. &c. I presume Mr. Branscomb can furnish. — I would mention, as one of the list, G. W. Brown who owes the Co. Two Thousand Dollars loaned him on the eve of his removal to the Territory to enable him to establish The Herald of Freedom. His attention has been several times called to this long standing indebtedness, and the Co's Agent has been more than once directed to urge upon him a settlement; the nearest approach to effecting this, was the offer by Mr. Brown, the last Summer, of some Shares in Emporia, or some other of the numerous Towns which spring up like mushrooms all over the Territory During the past year. It will be well for you, at an early Day, to see Mr. Brown & ascertain how the affair can be adjusted. If you cannot get all Cash, see if you cannot get two thirds or one half &

and shares in bona fide, live Towns, (no Minneolas,) at a fair valuation, for the balance.

In addition to the property in Lawrence Proper, the Company is a large owner in West Lawrence, being one of the original Proprietors. At first these numbered five, but by some not very satisfactorily explained management, as no official information was ever communicated to us, certain Proprietors enlarged the number, and ~~what proportion, and~~ what proportion of the Town is now allowed to belong to the Co., I am ignorant. This much however is certain, that Share N°s is recorded as belonging to the Co., and embraces one hundred & thirty one house lots located on Eliot & Pinkney Sts. and on the Streets westward from Indiana to Michigan both inclusive, and also eleven Lots, varying in size from one to two & a half acres each, in the Blocks West of Michigan St. and constituting the Western portion of W. Lawrence. I do not specify these Lots in detail, as you will find them on a Town Plat, which I presume Mr. Brayscomb has delivered you, with other Co.'s Documents which he had in possession. Where, when or by whom the record was made, or in whose charge the records now are, I know not, but probably Mr. Whitman's. There is no Instrument on file in this Office showing our ownership.

9.

The Bond & Obligation relative to certain property in Lawrence proper referred to on p. 2 of this Letter are in our possession.

This finishes what I have to say at present in regard to our first Kawnas Settlement. It is by no means so full and clear as I could desire, and you probably may wish: but of a similar character is much of the information which I have relative to our ownership at the other Settlements. If upon perusal, it proves serviceable, I will follow it up with further statements – if not – not; as sufficient for the day will be the evil hereof.

Your Letter No 2, bearing date Lawrence March 24th., was recd on the 1st. inst. & contents have been duly noticed.

Mr. Branscomb, in justice to himself, the Co. & yourself, should adjust the unsettled business he has with Mr. Butterfield & others, so as to leave a clear record of his doings. In the opinion of the Executive Committee there has been ample time for accomplishing the whole, and the presumption was that it had been ere this attended to.

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The Draught of proposed Contract with the Trustees of Batcheller was recd from Mr. Pomeroy, and immediately returned to him as unsatisfactory. My reasons are set forth in a Letter bearing date the 24ult. in which I give a retrospect of the business movements in relation to the matter, back to my first interview with Mr. Houston, and also specify what should be incorporated in the Contract, as the condition on which the Co. will furnish the Mill.

This business was & still is in my hands as a Committee with full power, and thinking it would be more conveniently & expeditiously consummated by the Town's Trustees having direct communication with some one in the Territory, and Mr. Pomeroy being conversant with the whole matter I authorized him to act; this was some time prior to your appointment. In my Letter just referred to I say "unless too much delay should be thereby occasioned, I would suggest the requesting Mr. Conway to put the proposed Contract into legal form, which I doubt not he would cheerfully, and I feel confident, satisfactorily do."

Before dismissing this subject, I would say that, after the Mill is on the ground, an important work

remains to be done; viz. the putting it in running order. The contracting for this requires much shrewdness, and the exercise of good judgement, to prevent excessive charges; and a watchful supervision is necessary to insure faithful workmanship & prevent unnecessary delays. Jobs of this kind have been heretofore enormously expensive to the Co.; and past experience, as well as the present state of the treasury, enjoins upon us the strictest economy practicable with a proper execution of the work. We therefore do not think it advisable to erect a regular Mill-building at present, but a suitable shed or structure to protect the machinery from injury; leaving for future decision the question whether or not to erect a substantial, permanent building.

When Mr. Pomeroy was here, we made an estimate of the probable outside cost of what is above proposed, and to him I would refer you in regard to it.

We agree with you in relation to the steps necessary to be taken at Osawatomie, and the sooner you attend to this the better. I doubt not that Mr. Ward will agree with us. It was distinctly

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stated when we were at D. that the division should take place as speedily as possible, that Brown should have no control over any shares but his own, and that if he assumed to dispose of any Lots, or commit any trespass, such as cutting timber, &c. he would be held to a strict account for the same by Messrs. Ward & Pomeroy.

We are surprised at your statement about Walling. There is a regular Contract with him in triplicate, (one copy of which you probably have,) whereby he agrees "to pay" "as rent" twenty five Dollars a month, payable in advance on the first day of each calendar month". The lease is terminable not according to the whim or caprice of the lessee, but "by a month's notice in writing". Neither the tenant nor Mr. Branscomb was ever authorized to make any additions, alterations, or improvements, much less to appropriate the rent for such purpose. Indeed it is a matter of some surprise that a recently built house should so soon require an additional outlay, supposing that it was originally put in the usual condition preparatory to occupancy.

It will probably be necessary for us often to address you until business assumes a more satisfactory & methodic shape.

Yrs truly
Thomas H. Webb

To M. F. Conway Esq. Lawrence K. T.