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best year of this period was 1935, with a profit of about \$48,000. The total income from Marion county for the five-year period was about \$150,000. Profits per acre in Marshall county, Kansas, and Gage county, Nebraska, were about the same as in Marion county but in each case the acreage was smaller. A small profit in Nuckolls county, Nebraska, cancelled a loss in Louisiana. Total income from rent for the five years on 154,000 acres was about \$240,000.⁷²

Thomas Scully had at this time about 47,000 acres in Illinois and 45,000 acres in Missouri. The Illinois property brought the highest rent of any of the land in the Scully estates. In addition, there have been fewer years of poor crops. In Missouri this five-year period resulted in a net loss of about \$50,000 for the landlord. The net profit received by Thomas Scully from rent of his land during this five-year period was about \$430,000.⁷³

It is no wonder that when the War Department began disposing farmers through acquisition of land for Camp Crowder, Ft. Leonard Wood and other Missouri projects in 1941, Thomas Scully was willing to sell his Bates county holdings. In 1943 he received a check for \$1,078,150 for the land. The Missouri Defense Relocation Association and the FHA were endeavoring to resettle dispossessed farmers, but the availability of high-paying war-industry jobs hindered sale to them. In March, 1947, five units of the former Scully land in Bates county were still in government hands. Expectations were that they would soon be privately owned. The president of the Chamber of Commerce of Butler, county seat of Bates county, and other businessmen were glad to see the land return to farmer operators. The benefits of home-owned and home-operated farms were contrasted with "the antique and cold-blooded type of ownership that formerly existed."⁷⁴ There was a tendency in Bates county to give the Scully family credit as astute businessmen who were fair and honest landlords. However, the people felt that, on the whole, the Scully regime was not for the permanent benefit of the county because it had reduced the percentage of free-holding farmers. The schools, churches and rural community activities had suffered as a result.⁷⁵

A change in tenants on Scully land would, of course, require a change in ownership of the improvements. The incoming tenant would negotiate with the outgoing tenant to establish a price, often called the premium, for the improvements and the lease. The Scully

72. *Chicago Tribune*, August 15, 1937. Rents were up in the 1940's.

73. *Ibid.*

74. *Kansas City Star*, March 12, 1947.

75. *Kansas City Times*, July 30, 1941.



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agent retained the right to approve or disapprove the succeeding tenant and the sale of the improvements. Sometimes the agent would require a renegotiation of the purchase price of the improvements if he deemed them too high. The agents followed the direction of the Scullys, who have held that the prospective tenant is desirous of getting the land, not the improvements, and they sought to guard his rights. The outgoing tenant had to take the price set on his improvements by the Scullys if he wished to sell them and he usually would not appreciate the interference of the Scully management.⁷⁶

In Illinois the tenants have better improvements on Scully land than in other states. The improvements there are often valued at \$10,000 or more. In Marion county, Kansas, the improvements on a quarter section are usually worth between \$1,000 and \$5,000. For fences alone with no buildings the incoming tenant would usually pay the outgoing tenant about \$1,000. Often the premium paid would not replace the improvements on the land. At times tenants have wished to buy Scully land if it happened to fit into their land adjacent to it. On the other hand, they knew that if Scully owned it they could have it to rent; whereas, if someone else bought the Scully land that might not be possible.

Marion county tenants were among the first farmers in the county to join the AAA program. The requirements to get AAA benefits were not so much different from the stipulations set down in the Scully lease. The present lease has several paragraphs regarding soil conservation and saving the fertility of the soil. Benefits for some of these practices are paid by Scully today.

In 1941, Thomas Scully finished building a \$100,000 house on some of his land three miles from Lincoln, Ill. His wife, Violet, is the daughter of Sir William Simpson, a Scottish knight. Their sons, Michael and Peter, were 15 and 13 years of age, respectively, at that time.

On October 28, 1942, Frederick Scully died in Chicago. His wife, Betty, had died, September 11, 1942, as a result of injuries received in a bicycle accident in England. The settlement of the estate was not finished in Kansas until January, 1947, over four years later. Ancillary proceedings on the Kansas land of the Frederick Scully estate were held in the Marion county probate court. William Scully, who was 20 years of age at the time of his father's death and a student at Northwestern University, later joined the U. S. army and served overseas with the 90th division. Robin Frederick Scully,

⁷⁶. Kansas City Star, January 26, 1919.



18, and a student at Harvard at the time of his father's death, later joined the navy. Under the soldiers' and sailors' civil relief act, W. R. Carpenter, was appointed by the probate court as attorney to represent their interests. A "Journal" entry in the matter of the estate of Frederick Scully, deceased, mentions the granting of additional time to prepare and file the inventory and appraisal of the estate. On May 27, 1943, the notice of hearing for the petition to admit the foreign will to probate was published for the first time.⁷⁷ Beginning in the July 8, 1943, issue of the *Record-Review* the notice of the appointment of ancillary executors was made for three weeks. The executors of the estate were Thomas A. Scully, elder brother of Frederick, William E. Trapp, Scully agent at Lincoln, Ill., and John C. Scully, Peoria, Ill., attorney and cousin of Thomas and Frederick.

The will which was originally probated in Washington, D. C., was filed in the Marion county probate court, December 6, 1946. Legal notice of final settlement of the estate in Kansas was first published December 5, 1946.⁷⁸ The will provided for many bequests. To his wife, Betty, he gave \$100,000 net and the following real estate: 400 acres in Marshall county, Kansas; 1,521.77 acres in Gage county, Nebraska, and 6,667.40 acres in Nuckolls county, Nebraska. Betty had died prior to the settlement so these bequests went back into the estate. Thomas A. Scully got \$50,000. William E. Trapp got \$8,000. Frank W. Ryan, partner of Trapp's, got \$5,000. Frank Turner got \$3,000. Any servant in the household ten years got \$1,000 net. The rest of the will dealt with the division of the remainder of the estate between the sons, William and Robin. An excerpt from the "Journal" reads as follows:

It is further found . . . that William Scully, eldest son of Frederick Scully, deceased, was and is entitled to have assigned to him subject to Testamentary Trust, in the management and control thereof, . . . all real estate situated in Marion, Marshall, and Dickinson Counties Kansas . . . and all land, real estate . . . owned by said Frederick Scully at time of his death, located in the State of Kansas.⁷⁹

Likewise, Robin received all the Scully land in Nebraska which is in Nuckolls and Gage counties. William's share was about 62,000 acres and Robin received about 66,000 acres. The two sons were given all the property in Louisiana, "in equal shares as tenants in common in fee simple forever." Likewise they shared in the one-half interest owned by their father in the Scully building in Lincoln,

77. *Marion Record-Review*, May 27, 1943.

78. *Ibid.*, December 5, 1946.

79. "Papers in the Matter of the Estate of Frederick Scully, Deceased," in Marion county probate court.

Ill., and other Logan county properties. The other property was also divided equally between William and Robin. This included interest in residence property located in Washington, D. C.⁸⁰

Thomas A. Scully was appointed trustee for the two sons, to "hold, manage, and control all of the estate," devised to the sons. In addition the property would be held in trust with certain provisions. At the age of 21 years each son would receive \$5,000 a year. At the age of 25, \$15,000, and at 30 years of age the income for each would be \$25,000. At 35 each son would assume full management of the estate. If the guardian should feel that they could undertake the full management of the estate at 30 years of age he could give them full possession. For maintenance and education, \$3,000 per year and emergency sums such as money needed for surgical and medical care were provided for each son. In case Thomas A. Scully should die or become incapacitated, John C. Scully was to be appointed with the duties of guardian and trustee. The trustee could, with the consent of the heir when he reached 21 years of age, sell, transfer or convey any of his real estate as deemed advisable. The trustee could not receive compensation of more than \$2,500 per year. Thomas A. Scully relinquished and declined to fill the position of guardian and trustee and requested that the probate courts in the District of Columbia and Marion county, Kansas, appoint John C. Scully to that position. This was done and the estate was readied for settlement by the payment of various fees and taxes.

The Kansas income taxes from January 1, 1933, to February 29, 1944, amounted to \$18,053.28 plus interest of \$3,252.38.⁸¹ The death of William Scully in 1906 had cost his estate nothing in inheritance taxes because none existed. E. Angela Scully transferred most of the estate in 1918 prior to her death and averted death or inheritance taxes.⁸² Gift taxes were not then in use so that transfer of property brought nothing into the treasury of the state or nation. Between 1906 and 1942 laws were passed to act as a leveler of the country's wealth. So when Frederick Scully died in 1942 there were laws giving the state and nation a sizable proportion of the property changing hands. The property owned by Frederick Scully was appraised to determine the value of the estate to be taxed. The following table shows the assessed and appraised value of the Kansas land.

80. By 1950 William had severed all business relations with the Lincoln, Ill., office. The office handling his estate is located in Beatrice, Neb.

81. *Ibid.*

82. *Kansas City Star*, January 26, 1919.

TABLE II.—AREA AND VALUATION OF SCULLY LAND IN KANSAS

| County | Acres | Assessed Valuation | Appraised Valuation |
|-----------------|-----------|-----------------------|------------------------------|
| Marion | 53,491.34 | \$1,657,630 | \$1,304,886.50 |
| Marshall | 7,576.38 | 356,270 | 236,292.80 |
| Dickinson | 1,150.37 | 35,655 | 24,127.00 |
| Total | 61,218.09 | \$2,049,555 | \$1,565,305.30 ⁸³ |

The appraisers, who were paid a fee of \$600.00 for their work in Marion county, did the Scullys a good turn by keeping down the value of the estate by appraising the land at about 78% of its assessed value. Only a few parcels of land were appraised at the assessed value. The assessed value in Marion county was 60.7% of the sale price based on a sample of 150 deeds on land sold between March 1, 1945, and March 1, 1946. This means that Scully land in Marion county would sell for an average of \$51.04 per acre (and probably more) and that the land was appraised at \$24.39 per acre, less than half of the expected sale price. The average of the appraised valuation in Marshall county was \$31.19 per acre. The 11 parcels of land in Dickinson county, mostly pasture land, were given an appraised value of \$20.97 per acre. The table below shows federal taxes paid by the Frederick Scully estate.

TABLE III.—FEDERAL TAXES ON THE FREDERICK SCULLY ESTATE

| Kind of Tax | Date | Amount |
|---|----------------|------------------------------|
| Federal Estate Tax | Jan. 29, 1944 | \$3,198,842.84 |
| Additional Federal Estate Tax | Jan. 17, 1945 | 30,529.75 |
| District of Columbia Estate Tax | March 23, 1944 | 371,372.65 |
| Additional D. C. Estate Tax | June 10, 1944 | 61,261.53 |
| Additional D. C. Estate Tax | May 11, 1945 | 3,756.84 |
| District of Columbia Inheritance Tax | April 25, 1944 | 65,415.14 |
| Total | | \$3,731,178.75 ⁸⁴ |

The inheritance tax paid to the state of Kansas totaled \$137,744.20.⁸⁵ Taxes were also paid in Nebraska, Louisiana, Illinois and perhaps elsewhere. The total amount was probably well over four million dollars and the heirs did not need to mortgage or sell land

83. "Papers in the Matter of the Estate of Frederick Scully, Deceased," in Marion county probate court.

84. *Ibid.*

85. *Ibid.*

to pay the tax. The estate was settled January 10, 1947, in the ancillary settlement. At present the Scully lands in Kansas are leased from John C. Scully, trustee for William Scully. New leases were signed by the tenants in the spring of 1947. The contents of the lease were much the same as those used in former years. There were slight changes in wording but the meaning and use of them has remained virtually the same. Tenants still pay cash rent, which was slightly higher in 1947 than in 1946, furnish their own improvements and plant the crops required in the lease. The gross rents in Marion county for the year March 1, 1943, to March 1, 1944, were \$68,597 plus \$808.39 interest on arrears. Expenses were slight.⁸⁶ Considering the original investment the profits are huge. The business of being a landlord has evolved so that he has a minimum of risks and a maximum of leisure under the Scully system.

IV. AN EVALUATION OF THE SCULLY SYSTEM OF LANDLORDISM

Although the Scully system of absentee landlordism has retarded progress over large areas of farming and pasture land, there are certain benefits, such as improved farming practices, which can be credited to William Scully's methods. Nevertheless, the Scully property, itself, can be easily identified in Marion county because of the appearance of its improvements. Many of the buildings today are badly in need of paint and repairs because the tenants do not own the land and spend neither time nor money in keeping up the appearance of their homes. Improvements are often maintained at the minimum necessary to "get by." When farmers live on their own land and rent Scully land in addition, the benefits to community life and public improvements are more apparent.

The Scullys have never spent much time around their farms. Though Thomas Scully does live near his Illinois property, the owners of the land in Kansas and Nebraska have for years had their official residence in Washington, D. C. Most of the tenants in these states still think of the Scullys as foreigners and the Scullys for many years took no definite pains to change this opinion. With surprise, some of the people in Marion county have remarked that young William Scully, the grandson of the first William and the present owner of the Kansas land, is an American young man. Since his residence is now in Beatrice, Neb., he may lose the taint of foreign capitalism formerly associated with the Scullys.

Another source of wealth for the Scullys, considered unfair to other landlords, is the increasing value of real estate, the "unearned

⁸⁶. *Ibid.*

increment." William Scully spotted his purchases in Marion county through 14 townships, though his land would not comprise three townships. No more than 45 per cent of any one township is owned by Scully. Other owners improved their land and paid taxes to build roads and schools, which increased the value of Scully's land. He did not shoulder his share of the responsibility to make this profit. It is true that after the panic of 1893, Scully forgave the rents due him for that year, though the tenants still paid the taxes. But he knew that the tenants could not have paid the rent. He would have lost a great many of his renters, who at that time were hard to find. An abatement on rent was again necessary for tenant morale during the poor crop years of the 1930's. It did not work a hardship to the landlord for he was still making money and the tenants were probably barely breaking even or perhaps suffering a loss.

Another feature of the Scully system which has caused unfriendly feelings among other landowners is the "run-down" character of the improvements on Scully land. Because of the poor improvements, the tax assessment for Scully land generally is less than neighboring land of the same productive capacity. This causes neighboring property to assume some of the tax load which otherwise would have fallen on Scully land. As a result, neighboring landowners have always felt that Scully is not paying his way in local government.

During the activity of the tenant association of the 1920's, few of the members knew what the landlord could do to them because of their leases. The same is true today. The length of the lease and the multitude of "herebys" and "hereinafters" discourage the tenant from "wading in" and finding out what the lease prescribes. The system of fines for non-compliance with certain provisions of the lease, which was expressly forbidden by a Kansas law of 1933, has been removed. However, other penalties have been added since. Several provisions, some not actually enforced, regarding crop rotation, increasing the fertility of the soil, and soil conservation, tend to act as moral persuasion to make the tenants farm the land as they should. The Scully lease as it is written could make the life of a tenant unbearable if it were strictly enforced. Enforcement is used sparingly and only to get rid of an undesirable tenant. This might be considered one of the "saving graces" of the Scully system.

Rents have also been reasonable over the years. One tenant, who retired in 1944 after 52 years of farming on Scully land, remarked that except for the increase in rent just after the first World War,

he had paid approximately the same rent for the last 40 years. Another tenant paid the cash rent on his 320 acres in 1946 with the income from crops on six acres. Of course, he had to pay the taxes, and pay for improvements and other costs, but with the high prices for farm crops in 1947, payments were easy to make. Other landlords cannot compete with Scully on his rent.⁸⁷

Recently, public policy has been in favor of breaking up large estates. Many suggestions have been made for legislation which would accomplish this purpose. Some people have advocated outright condemnation by the state of land owned by absentee landlords. But there would still be large estates. The progressive land tax would probably go a long way toward making ownership of large holdings such as the Scully estates unprofitable. Congress was attempting to reduce tenant farming when it passed laws in 1947 which would increase the number of farmer-operators.

The Kansas and Nebraska Scully land is now in trust to William and Robin, sons of Frederick. They will be given complete control of their holdings in 1958 and 1960, respectively, when they are 35 years of age, unless their guardian feels that they are able to assume full ownership at 30 years of age. Until then, the land could be sold by the guardian with the approval and consent of the son involved. However, there seems to be little likelihood that the Scully land will be broken up into small independently-owned farms in the immediate future. The sale of the Thomas Scully holdings in Missouri was viewed as an indication of a change in Scully attitude toward selling land. But it must be remembered that the Missouri land had always been the least profitable of their properties. Opinion is general in Marion county that the Scullys will keep the land until taxation or legislation forces them to dispose of it.

V. ONE OF THE FORMS OF FARM LEASES USED IN KANSAS ON SCULLY LAND IN 1893

William Scully (hereinafter called the Landlord,) hereby rents to Henry W. Fisher (hereinafter called the Tenant), the following tract of land, in the County of Marion and State of Kansas, to-wit: The East half and the East half of the West half of Section 35 in Township 18 South, Range 2 East of the 6th P. M. supposed to contain 480 acres; excepting however, any part or parts thereof which may have been, or may hereafter be condemned or taken for Public Highways, or given, granted or taken for Railroads, school-houses, or other public uses; with full liberty for entry, egress and regress at all times

⁸⁷. Interview with William Carter, a long-time Scully tenant, at Durham, Kan., July 8, 1947. Scully rent advantages come from the fact that he provides no improvements and pays no taxes. Marion county Scully land rarely rents for as much as \$5 an acre.

for the said Landlord, his heirs, executors, administrators, and all persons authorized by him or them without being liable for any damages done to crops or fences of said Tenant:

To Hold, (Subject to all and singular the conditions, restrictions and limitations hereinafter mentioned), for the term of Five years, from and after the first day of March A. D. 1894, or so soon thereafter as the present tenant or tenants occupying said premises, or any portion of them, shall give possession of the same, and ending on the last day of February A. D. 1899. And in consideration thereof, the said tenant undertakes, promises and agrees as follows:

To pay to said Landlord the following sums, and to do and perform the following things, as rent for said premises.

On the first day of November, A. D. 1894 a sum equal to the taxes on said land for 1894.

On the first day of November, A. D. 1895 a sum equal to the taxes on said land for 1895.

On the first day of November, A. D. 1896, \$240.00 Two hundred and forty dollars.

On the first day of November, A. D. 1897, \$480.00 Four hundred and eighty dollars.

On the first day of November, A. D. 1898, \$720.00 Seven Hundred and twenty dollars.

And likewise in addition to the said several sums of money aforesaid as part of said rent to pay yearly to said Landlord, at the several and respective times of payment aforesaid, the full amount of all taxes or assessments, general or special, of any kind or nature whatsoever, made, levied or assessed upon or against said land or any part thereof, for and during the period of this lease, from the year 1894 to the year 1898, both years inclusive. And further to pay interest at the rate of ten per cent. per annum upon the amount of said rent and taxes from the time they are herein made payable until the same are fully paid. And likewise in addition to the above that he shall and will, as part of said rent, break out 360 acres of said land in the year 1894 and 1895 and in case of his failure to break out said 360 acres he shall and will forfeit and pay \$3.00 per acre for the amount of acres agreed to be broken and left unbroken, to said Landlord as agreed and liquidated damages for such failure.

And the said tenant further agrees that he will sow at least 100.00 acres of said land in small grain, such as wheat, oats, rye, flax, millett, alfalfa or sorghum, in each and every year during the continuance of this lease and in case of his failure to sow said 100 acres in such small grain he shall and will forfeit and pay to the said Landlord the sum of \$1.00 per acre for the amount of acres agreed to be sown in small grain and not sown, as agreed and liquidated damages for such failure.

And the said tenant further agrees that if, during any year of this lease, any portion of the rent reserved for such year shall remain due and unpaid at the commencement of the next succeeding rental year, then and in that event, the portion of the rent remaining due and unpaid with interest as herein provided shall be added to and become a part of the rent for such succeeding year. That the said Landlord is not liable to make or erect any houses, fences, or other improvements whatsoever on or about said lands, nor to be liable to contribute in any way to the making, erecting, or repairing any such houses,



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fences or other improvements; nor to be responsible for any damage that may arise or be done through any want of or deficiency in the same; the said tenant taking said premises as they are, and agreeing to make all such improvements as he may deem necessary for the efficient cultivation of said land and for the protection of the crops at his own exclusive cost and expense.

But the said Landlord hereby agrees, that upon the expiration of the term of this lease, and upon the rent and taxes herein provided for being fully paid, and the other promises and undertakings herein written having been done, kept and performed by the said Tenant (but not otherwise), that he, the said Landlord, will consent to the removal of all buildings, fences and other chattels made or erected by the said Tenant upon said premises, or belonging to him thereon; Provided, that said removal be made promptly; but all buildings, fences or other improvements thereon belonging to the Landlord, and all additions or repairs that may be made or done to the same during the lease, and any hedges or live fence, fruit or other trees that may be planted, set out or grown on said premises at any time previous to or during the term of this lease, shall be deemed fixtures and shall not be removable under any circumstances or at any time.

That said Tenant will cultivate and manage said land in a good and husband-like manner, that he will pull out clean out and destroy all burrs, thistles and other weeds on said land by the first of September in each year. That he will take care of, cultivate, protect and maintain all hedgerows, fences, fruit and other trees that now are, or may hereafter be planted on said land. That he will trim all hedges on said land by the first of January in each and every year during this lease and burn the brush. That he will at his or their own expense, keep open, cleanse, plow, scrape and dig out all ditches and drains that now are, or may hereafter be made on said land, by the first day of October in each and every year during this lease; and in case of failure to keep open, cleanse, plow, scrape and dig out said ditches, trim said hedge-rows, and pull out and destroy the burrs, thistles and other weeds, respectively, as aforesaid, the said Tenant agrees to pay said Landlord Seventy-five cents per rod for the ditches, twenty-five cents per rod for the hedges, and two dollars per acre for land in burrs and weeds, as damages for such failure in addition to the rent hereby reserved, such damages to be recoverable by the said Landlord in the same manner as rent in arrears. That said Tenant will not permit or suffer cattle or other animals, to feed upon the stalks standing on said land, said stalks being reserved to the Landlord; and that he will deliver up said premises to the said Landlord in good order and condition as they now are, at the end or other sooner determination of the period for which the same are let, reasonable wear and tear only excepted.

That said Tenant will pay said Landlord on the first day of August, in each and every year of this lease, the proportionate amount of the rent hereinbefore reserved, on all land that may have been sown to small grain the spring or fall preceding. And it is hereby further covenanted and agreed, that said Landlord reserves and retains to himself or his agents the right of entry upon said land, for the purpose of fall plowing, any ground which may have been sown to small grains the Spring or Fall preceeding the expiration or other sooner determination of this lease, and also of sowing wheat in the corn growing on said land.

It is further expressly agreed between the parties hereto, that if default shall be made in the payment of the rents above reserved or any part thereof, or any of the covenants or agreements herein contained to be kept by the said Tenant, it shall be lawful for the Landlord or his legal representatives, into and upon said premises or any part thereof, either with or without process of law to re-enter and re-possess the same at the election of the Landlord, and to distrain for any rent that may be due thereon upon any property belonging to the Tenant. And in order to enforce a forfeiture for non-payment of rent it shall not be necessary to make a demand on the same day the rent shall become due, but a failure to pay the same at the time aforesaid or a demand and a refusal to pay on the same day, or at any time on any subsequent day shall be sufficient; and after such default shall be made, the Tenant and all persons in possession under him shall be deemed guilty of a forcible detainer of said premises under the statute.

Nothing in this lease contained shall confer upon the Tenant any right to the coals, minerals, oils and quarries underlying said land, or any part thereof; but the same are hereby expressly reserved by the Landlord, together with full right, liberty and land room, to him to enter upon the premises and to bore, search, and excavate for the same, to work and remove the same, and to deposit excavated rubbish; and with full liberty to pass over said premises with vehicles, and to lay down and work any such railroad track or tracks as may be necessary and convenient for the above purposes; said Landlord, however, agreeing to deduct from the annual rent "pro-rata" for the land so taken by him or his assigns for said uses.

And it is further covenanted and agreed between the parties hereto, that all the rent herein reserved and agreed to be paid shall constitute and be a lien upon all the crops growing or made on said land during any of the time for which said premises are leased as aforesaid.

And the said Tenant hereby waives the benefit of the Exemption, Valuation and Appraisement Laws of the State of Kansas for the rent herein reserved.

Any assignment of this lease or underletting of said land or any part thereof without the written assent of the Landlord or his duly authorized agents first obtained shall operate to immediately determine this lease, without notice from the Landlord and the rent for the then current year and all arrears of rent shall become immediately due and payable.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease. Witness the hands and seals of the parties aforesaid, the 1st day of April, 1893.

Witness:

ALBERT H. WOLFF
L. PFISTER

WILLIAM SCULLY (H. S.)
By Koehnle & Trapp.
His Attorneys in fact.
HENRY W. FISHER (H. S.)⁸⁸

For valuable consideration I hereby surrender all my rights, title and interest to the within lease after August 24, 1894.

Done this 25th day of August 1894.

HENRY W. FISHER

⁸⁸. Lease filed June 17, 1893, at 8 a. m.—"Miscellaneous Record," Marion county, v. 4, pp. 75-79.

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VI. ONE OF THE FORMS OF FARM LEASES USED IN KANSAS ON
SCULLY LAND IN 1947

John C. Scully, Trustee for William Scully (hereinafter called the Landlord), hereby rents to John Doe (hereinafter called the Tenant—), the following tract of land, in County of Marion and State of Kansas, to wit:

[Description of land]

Supposed to contain ——— acres; excepting, however, any part or parts thereof which may have been, or may hereafter be condemned or taken for Public Highways, or given, granted or taken for Railroads, School Houses, or other public uses; with full liberty for entry, egress and regress at all times for the said Landlord, his Heirs, Executors, Administrators and Assigns, and for his or their agent or agents, and all persons authorized by him or them without being liable for any damages done to crops or fences of said Tenant—: TO HOLD (subject to all and singular the conditions, restrictions, and limitations hereinafter mentioned), for the term of ——— one ——— year—, from and after the first day of March, A. D. 194—, or so soon thereafter as the present Tenant or Tenants occupying said premises, or any portion of them, shall give possession of the same, and ending on the last day of February, A. D. 194—.

And in consideration thereof, the said Tenant— undertakes, promises and agrees as follows:

To pay the said Landlord the following sums, and to do and perform the following things, as rent for said premises:

On the first day of ———, A. D. 19—, \$———
(———DOLLARS).

On the first day of December, A. D. 194—, \$———
(———DOLLARS).

And likewise in addition to said several sums of money aforesaid as part of said rent to pay yearly to said Landlord, at the several and respective times of payment aforesaid, the full amount of all taxes or assessments, general or special, of every kind or nature whatsoever, made, levied or assessed upon or against said land or any part thereof, for and during the period of this lease, for the year 194—. And further to pay interest at the rate of six per cent. per annum upon the amount of said rent and taxes from the time they are herein made payable until the same are fully paid.

And the said Tenant— further agrees that if, during any year of his lease, or extensions or renewal thereof, any portion of the rent reserved for such year shall remain due and unpaid at the commencement of the next succeeding rental year, then and in that event, the portion of the rent remaining due and unpaid, with interest as herein provided, shall be added to and become a part of the rent for such succeeding year.

That said Tenant— will pay said Landlord on the first day of August, in each and every year of this lease, the proportionate amount of the rent hereinbefore reserved, on all land that may have been sown to small grain the spring or fall preceding. And it is hereby further covenanted and agreed, that said Landlord reserves and retains to himself or his agents, or any person by him thereunto authorized, the right of entry upon said land, for the purpose

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of fall plowing, any ground which may have been in small grain the crop season preceding the expiration or other sooner determination of this lease, and also of sowing wheat in the corn growing on said land.

It is further expressly agreed between the parties hereto, that if default shall be made in the payment of the rents above reserved, or any part thereof, or any of the covenants or agreements herein contained to be kept by said Tenant—, it shall be unlawful for the Landlord or his legal representatives, to enter into and upon said premises, or any part thereof, either with or without process of law, to re-enter and re-possess the same at the election of the Landlord, and to distrain for any rent that be due thereon upon any property belonging to the Tenant—. And in order to enforce a forfeiture for non-payment of rent, it shall not be necessary to make a demand on the same day the rent shall become due; but a failure to pay the same at the time aforesaid or a demand and refusal to pay on the same day, or at any time on any subsequent day, shall be sufficient; and after default shall be made, the Tenant— and all persons in possession under —him shall be deemed guilty of a forcible detainer of said premises under the statute.

And it is further covenanted and agreed between the parties hereto, that all the rent herein reserved and agreed to be paid, shall constitute and be a lien upon all the crops growing or made on said land during any of the time for which said premises are leased as aforesaid; and upon any and all teams, farming implements, fences, buildings and chattel improvements and machinery owned by said Tenant— and used on said land during said time; and that this lease may be filed at the proper office, and will be a chattel mortgage on said property for said purpose.

Any assignment of this lease, or underletting of said land or any part thereof, without the written assent of the Landlord or his duly authorized agents first obtained, shall operate to immediately determine this lease, without notice from the Landlord, and the rent for the then current year and all arrears of rent shall become immediately due and payable. And it is further agreed between the parties hereto, that the Landlord, shall he deem it necessary may, at the cost and expense of the Tenant—, employ men, teams and machinery to go upon said premises and cultivate the crops and harvest them, or to do anything that is necessary to promote their growth or save them at any time before they are in the granaries, the whole expense of the same to be a lien upon the said Tenant's share of said crop.

That the said Landlord is not liable to make or erect any houses, fences, or other improvements whatsoever on or about said lands, nor to be liable to contribute in any way to the making, erecting or repairing of any such houses, fences or other improvements; nor to allow for the same; nor to be responsible for any damage that may arise or be done through any want of or deficiency in the same; the said Tenant— taking said premises as the(y) are, and being permitted to make all such improvements as —he— may deem necessary for the efficient cultivation of said land and for the protection of the crops at his own exclusive cost and expense. But the said Landlord hereby agrees, that upon the expiration of the term of this lease, and upon the rent and taxes herein provided for being fully paid, and the other promises and undertakings herein written having been done, kept and performed by said Tenant— (but



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not otherwise), that he, the said Landlord, will consent to the removal of all buildings, fences or other chattels made or erected by said Tenant— upon said, or belonging to —him— thereon, PROVIDED, that said removal be made promptly; all buildings, fences or other improvements thereon belonging to the Landlord, and all additions or repairs that may be made or done to the same during this lease and any hedges or live fence, fruit or other trees that may be planted, set out or grown on said premises at any time previous to or during the term of this lease, shall be deemed fixtures by both parties hereto and shall not be removable under any circumstances or at any time. The Tenant— shall not cut or remove any trees of any kind without the written consent of the Landlord or his agents.

Nothing in this lease contained shall confer upon the Tenant— any right to the Coal, Minerals, Sand, Gravel, Mines, Oils and Quarries underlying said land, or any part thereof; but the same are hereby expressly reserved by the Landlord, together with full right, liberty and land room to him, to enter upon the premises to bore, search, and excavate for the same, to work and remove the same, and to deposit excavated rubbish; and with full liberty over said premises with vehicles, and to lay down and work any such railroad track or tracks as may be necessary and convenient for the above purposes: said Landlord, however, agreeing to deduct from the annual rent “pro-rata” for the land so taken, by him or his assigns for said uses. It is agreed between the parties hereto, that this lease is made and accepted subject to the reservation: That, if any portion of said land is leased for oil or gas operations, or either of them, by the Landlord, this lease shall be abrogated and surrendered as to rights of the tenants, as to said portion of said land, but a proportionate abatement of the rent for the land leased for said oil and gas operations shall be made by the Landlord.

That said Tenant— will cultivate and manage said land in a good and husbandlike manner. That —he— will pull out, clean out and destroy all burrs, thistles, sunflowers and other weeds on said land and pasture and the public road adjoining by the first of August in each year. That —he— will, on or before the first day of August in each and every year of this lease, mow or plow all lands sown to small grain. That —he— will take care of, cultivate, protect and maintain all hedgerows, fences, fruit and other trees that now are, or may hereafter be planted on said land by the first day of January in each year during the lease and burn the brush. That —he— will at his or their own expense, keep open, cleanse, plow, scrape, and dig out all ditches and drains that now are or may hereafter be made on said land, by the first day of October in each year during this lease; and that —he— will deliver up said premises to the said Landlord in good order and condition as they now are, at the end or other sooner determination of the period for which the same are let, reasonable wear and tear only excepted. That said Tenant— will not sublet, remove, sell or dispose of the stalks standing on said land, but shall have full pasture privileges for —his— own livestock. That —he— will not suffer, allow or permit any horses, hogs, cattle or other livestock to feed, run or be herded on said land when the ground is soft and would be injured thereby.

And the said Tenant— further agrees that —he— will sow at least — acres of said land in small grain such as wheat, oats, rye, flax, or millet, in each and every year during the continuance of this lease.



And the said Tenant— agrees to sow, or if already sown, to keep growing and maintain at least ——— acres of said land in alfalfa during —his— tenure of this lease and any extension or renewal thereof; and no rent shall be remitted for alfalfa plowed under. No permanent pasture or meadow shall be broken up, without the written consent of the Landlord or his Agents.

The said Tenant— will sow in clover or sweet clover, either in oats or alone, at least one eighth of said premises exclusive of land in house lots, orchard or permanent pasture, for the purpose of changing and resting the land. The legume crop, herein required to be sown, shall not be plowed under sooner than eighteen months from the time the same was sown. The Landlord agrees that every acre of the above required legume crop plowed under, the rent at the rate above specified shall be remitted, and the Tenant— may pasture or graze said legume crop, or cut same for use on said land only. But none of the legume crop, except the seed shall be sold or removed from the land. The Tenant— agrees to pay an additional rent of \$5.00 per acre for each acre of the required amount of legumes not grown and turned under as herein provided. Corn shall not be planted on any land where corn was grown during the two years next preceding.

For soil conservation, prevention of erosion and maintenance of soil fertility, the tenant agrees to seed brome and legumes or native grasses, in all waterways and gullies and on any other areas designated by the landlord or his agents, and to help and cooperate in the establishment of grass waterways and the prevention of erosion, as directed by the landlord or his agents. For such waterways, gullies and erosion prevention areas established in grass, to the satisfaction of the landlord or his agents, the landlord agrees to allow a credit of \$—— per acre for one year only. Any area once established in grass under the provisions of this paragraph shall be deemed permanent grass land and a penalty of \$10—— per acre will be assessed against the tenant for plowing up or disrupting any such area without the written consent of the landlord or his agents. The tenant may pasture, graze, cut for hay or seed, such legume and grass crops, only after the same, in the sole opinion of the landlord or his agents, is well established but no hay may be removed from the premises without the written consent of the landlord or his agents. Any such area shall not be included as crop rotation land.

The Tenant— further agrees to seed brome and legumes, or native grasses, in all waterways and gullies as directed by the Landlord or his Agents, and to help and coöperate in the establishment of grass aprons, waterways and prevention of erosion. Any such area shall not be included as crop rotation land. For such waterways and gullies established in grass, the Landlord agrees to allow credit of \$—— per acre for one year only. Damages of \$—— per acre will be charged against the tenant for plowing up or disrupting any waterways or gullies that have been established in grass, without the written consent of the Landlord or his Agents.

For eradication of bindweed and other perennial noxious growths the Landlord agrees to allow a credit of \$—— per acre for —— acres of infested land, provided an approved method of eradication is employed by the tenant, and subject to the inspection and approval of the Landlord or his Agents. Land designated for bindweed eradication hereunder shall not be eligible for abatement or rent remittance under the terms of either of the two preceding para-

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graphs. In no case shall credit or rent remittance be made in excess of — for each 160 acres under lease, for brome and legume crops established, for waterways and gullies seeded or bindweed tracts brought under treatment, for any single year.

The Tenant accepts this lease with full knowledge of the danger which might arise from the present or any future electric line construction, fixtures and equipment, and assumes all risk thereof and agrees to indemnify and hold harmless the Landlord from any loss, damage, costs or expense arising therefrom or out of any injury resulting therefrom to any person or persons.

Nothing in this lease contained shall be construed to create a tenancy longer than the one year term herein specified.

And the said Tenant— hereby waives the benefit of the Exemption, Valuation And Appraisement Laws of the State of Kansas for the rent herein reserved.

And it is further mutually agreed that this lease merges all prior promises, agreements, or understandings, as to the contract between the parties thereto, and that this contract shall not be altered or changed, except in writing endorsed hereon and signed by the parties hereto; that no act of either or both parties, or a holding over, shall be construed as an extension of this lease, unless the same shall be reduced to writing and signed by both parties hereto.

Said Tenant— agrees to use said premises for farming and grazing purposes only and that the same will not be used for any other purpose.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

WITNESS the hands and seals of the parties in triplicate, this — day of — A. D. 194—.

WITNESS:

SEAL

SEAL

SEAL

THIS MEMORANDUM, made and entered into this day, witnesseth: That — the Lessee— in the within lease, and whose name— subscribed hereto, by and with the consent of Landlord, the Lessor herein, ha— sold to — whose name— also appear— subscribed hereto, all the buildings, fences and chattels on the demised premises, belonging to the said Lessee—; and hereby undertake, promise— and agree— to and with the said Landlord, to do and perform, stand to and abide by all and singular the covenants, undertakings, promises and agreements to be done upon, kept and performed by the said original Lessee— as in said lease written, and hereby acknowledge — sel— bound by all and singular the conditions, limitations, restrictions, penalties and forfeitures therein contained, in the same manner and to the same extent as if —he— were the original Lessee— therein.

Dated at — this — day of — A. D. 194—.

The consent of the Landlord is hereby given to the foregoing transfer. Dated at Lincoln, Ill., this — day of — A. D. 194—.

By — His Attorneys in fact.



VII. A FORM OF HAY AND GRAZING LEASE USED ON
SCULLY LAND IN 1947

THIS INDENTURE, made this _____ day of _____ 194— between John C. Scully, Trustee for William Scully, party of the first part, and John Doe, County of Marion, State of Kansas, party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the covenants of the party of the second part, hereinafter set forth, does by these presents lease to said party of the second part, the following described property, to:

[Description of the land.]

Supposed to contain _____ acres.

TO HAVE AND TO HOLD THE SAME to the said party of the second part for the term of one year from the first day of March, 194— to the last day of February, 194—. And the said party of the second part, in consideration of the leasing the premises as above set forth, covenants and agrees with the party of the first part, to pay said party of the first part, as rent for the same, the sum of _____ Dollars, and the taxes assessed against said land for the year 194—, payable as follows, to wit:

On the first day of _____ 194—, the sum of _____ and taxes assessed against said land for the year 194—.

And further, to pay interest at the rate of — per cent. per annum upon the said amounts, from the time they are herein made payable, until the same are fully paid.

The said party of the second part further covenants with said party of the first part, that at the expiration of the time mentioned in this lease, peaceable possession of the said premises shall be given to the said party of the first part may, at his election, either distrain for said rent due, or declare this lease at an end, and recover possession as if the same were held by forcible detainer; the party of the second part hereby waiving any notice of such election, or any demand for the possession of said premises. And it is further covenanted and agreed between the parties aforesaid that said land shall be used for haying and grazing purposes only.

And the Tenant hereby give— to the Landlord a lien upon the fences and all improvements on said premises, and in default of the payment of the rent reserved when due, the Landlord or his agent or agents may sell the same at public sale after ten days notice, and apply the proceeds thereof, after payment of the costs of sale, to the payment of the rent due under this lease.

No greater number of cattle shall be pastured on said land than in the ratio of one head to each — acres of land, and in case the Tenant shall surcharge said pasture, —he— agree— to pay double the amount of rent herein reserved as agreed and liquidated damages.

The said Tenant— hereby waive— the benefit of the Exemption, Valuation and Appraisal Laws of the State of Kansas to secure the payment of the rent herein reserved.

The Landlord reserves from this lease all rights to coal, minerals, oils, gas, and quarries, underlying said lands, with full right to search, bore and drill for the same, a ratable deduction of the rent being made for land so used by the Landlord.



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The Tenant— agree— to keep all weeds mowed in the pasture and along the highway and to keep the hedges trimmed.

In case of severe drouth causing shortage of feed or water, the Tenant— agrees to remove all stock upon request of Landlord or his agents, ratable adjustment of rent being allowed by Landlord for unexpired portion of said grazing season.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

Witness the hands and seals of parties aforesaid.

_____ SEAL
_____ SEAL
_____ SEAL



Memoirs of Watson Stewart: 1855-1860

DONALD W. STEWART

I. INTRODUCTION

THE article which follows was written in his 76th year by my grandfather, Watson Stewart, who settled in Allen county nearly 100 years ago as a stockholder in the ill-fated Kansas Vegetarian Colony. This account is presented without editing as it appears in his personal memoirs, a record which continued his life story to 1904 and covered most of an active life of 83 years, prominently identified with the history of Kansas.

Watson Stewart was the son of Joseph and Mary (Coe) Stewart. He was born in Miami county, Ohio, in 1827, the eldest of four children. His mother died when he was about eight, and his father died when he was 13. At 16, Stewart set out to make his own way in the world. He learned to carve marble by serving for several years as an apprentice to monument makers. In the spring of 1849 he began work in the marble shop of a Mr. Clark in Lafayette, Ind. During the summer, a cholera epidemic took the lives of many of the town's citizens, including Stewart's employer, and also the owner of Lafayette's other monument firm. That fall, Stewart and a friend named Grosvenor formed a marbleworks partnership. The firm prospered and two years later Stewart, then 25, married Elizabeth Tipton, aged 19. A daughter Cynthia was born to them in December, 1852; and in February, 1854, they had a son whom they named Frank. Also, in this latter year, Watson Stewart's brother Samuel came to live with them. The brothers read about the new territory of Kansas which was formed in 1854, and talked of migrating there. Watson Stewart was particularly interested because he had for some time wanted to engage in farming.

The section from the memoirs, printed here, tells of the removal of the Stewarts to Kansas, and of their pioneer experiences in the territory during the years between 1855 and 1860.

The homestead referred to still exists in Cottage Grove township in southern Allen county. "Stewart Lake" still borders Highway 75

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MEMOIRS OF WATSON STEWART: 1855-1860

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about four miles south of Humboldt; and the home Watson Stewart himself erected on that site still stands.

This pioneer Kansan was the father of 10 children. His seven sons survived him but his three daughters died in childhood, due in part to the rigors of pioneer life in Kansas. He served as a major in the Kansas territorial militia in the days of border warfare; and he was a member of the upper house of the Kansas territorial legislature when the territory became a state. He represented Allen county in the lower house of the legislature in 1865. He twice served as registrar of the federal land office at Humboldt, by appointments from Presidents Lincoln and Grant. When the Osage strip, extending through southern Kansas 200 miles east and west, by 50 miles north and south, was first opened to settlement, he was privileged to make homestead entry No. 1 by virtue of being the individual in that entire area of longest continuous residence. His brother, Samuel, made entry No. 2. Watson Stewart died in 1910. He is buried at Humboldt, and in that vicinity many of his relatives still live.

II. WATSON STEWART'S MEMOIRS: 1855-1860

During the summer of 1855 we learned of the formation of a company called the "Vegetarian Settlement Company", organized for the purpose of making a settlement in Kansas.¹ Its officers were Charles H. De Wolf of Philadelphia, President; John McLauren, Treasurer; and Henry S. Clubb of New York, Secretary. The purpose and plan of operation of this company may be understood from the following extract from a circular issued by the officers, dated December 1, 1855, in connection with a few articles of their constitution:

Art. 2 The Company shall be conducted on the mutual joint-stock principle, for the equal benefit of all the members, and to protect each other from the impositions of speculators and monopolists, by raising sufficient funds to start with efficient machinery, implements and provisions.

Art. 4 Persons of good moral character, who shall be approved by the board of directors, whether male or female, who are not slaveholders, may become members of the company, on paying \$1.00 entrance fee, and an installment of 10 cents per share, on not less than twenty shares. Each member may subsequently purchase additional shares, no member, however, shall be allowed to hold more than 240 shares at any one time. Each person, on becoming a member must agree to sign the following declaration upon entering the settlement:

1. For supplementary information on this colony, see Russell Hickman's article, "The Vegetarian and Octagon Settlement Companies," in *The Kansas Historical Quarterly*, v. 2, pp. 377-385.

"I do voluntarily agree to abstain from all intoxicating liquors as beverages, from tobacco in every form, and from the flesh of animals; promote social, moral and political freedom; to maintain the observance of all good and righteous laws, and to otherwise conform to the rules adopted by a majority of the Vegetarian Settlement Company."

The capital stock of the Company consisted of shares of from \$5.00 up, each equal in number to the acres of land located. The circular of December 1, 1855, referred to, says in part:

In September last, Dr. John McLauren, as one of the directors, proceeded to explore Kansas Territory, and after spending several weeks traveling along the Kansas, Osage and other rivers, he came to the conclusion that a fine site on the Neosho river, between latitude 38 degrees and the boundary line of the Osage Indian lands, and between 18 and 19 degrees longitude west from Washington, would be the best location for the Vegetarian Settlement. He, accordingly took possession of a claim, comprising excellent water privileges. The river, at this point is very rapid, and for ten months in the year, the water is sufficiently abundant to make it serviceable for mill power. It is free from any bad taste, and is very soft. There is sufficient amount of timber to serve the purposes of settlers, until additional timber can be grown. Coal, limestone and sandstone, suitable for grindstones, etc., and abundant springs of pure water are interspersed throughout a fine rolling prairie; and the land comprises an excellent vegetable mold, loam, etc., to a great depth, with a gravelly, and in some instances, rocky substratum. The scenery is beautiful, and the surface undulating like the waves of the ocean subsiding after a storm. The banks of the river are from 15 to 30 feet high, so that a milldam can be easily constructed without causing an overflow. Altogether, it does not appear that a more suitable site could be found for the purpose of the Company.

The aim of this company, and its plan of operations, as set forth, seemed feasible; and in accord with our views, and from what we learned of the promoters through the New York Tribune, and the "Phrenological Journal", my brother and I took stock in it, and at once began preparations to go with the company to Kansas.

In the early spring of 1856, I sold out my business to John W. Pampell. We had a wagon made to order, bought a team of fine young horses, and early in March my brother started overland with wagon, team and outfit for camping. It was his purpose to drive to St. Louis, and there meet with other members of the company, and together to proceed overland to Kansas. He was then to return to Jefferson City, Missouri, where myself and family (having journeyed thus far by public conveyance) would meet him and proceed by team to our destination.

Having arranged all matters for our departure, on April 17th my wife, her mother, our children and myself, took passage on a steamer to Terre Haute, having shipped our household goods to St. Louis.

We stayed over night in Terre Haute, and from there went by rail to Champaign, Illinois, in the vicinity of which we spent several days visiting with friends. Leaving there, we went via Springfield to St. Louis, stopping for a day and a night; and from there by rail to Jefferson City, at that time the western terminus of the only railroad in the state. We arrived there on the 27th or 28th of April, as agreed upon with my brother, and found him waiting for us.

The information he brought was very encouraging, as to the country, but he did not like the appearance of such of the company as he had seen, nor of the arrangements made on the company's location for the comfort of its members. He had met our secretary, Mr. Clubb, and found that he was a man of no experience of Western life and a new country, and was, in his opinion, unfitted to manage the affairs of the company.

We had paid, I think, two ten cent assessments on our stock, and another due, but I have forgotten what amount of stock we then had. We concluded to withhold further payments until our arrival on the ground and decided as to our future action, after an examination of the conditions as we might find them.

Anxious to hasten on our journey, we set out on the same afternoon on our way to our Kansas home. Hitherto we had traveled by steamer on the river and by railroad, with all the comforts attending such travel. The spring season was on, all nature was smiling, wood and landscape were all in beautiful green, and we were starting out with joyous feelings. On each side of our road were well improved farms, with fine houses and surroundings. The day was bright and warm, and we hoped to get out into the country a short distance and find a good camping place, and stop there for the night. However, just a little before night, there suddenly came up a hard thunder storm, the rain falling in torrents, but our wagon cover was good and we did not get wet. On account of the rain, and as that was our first night out, we began to look for a place where we could get accommodations in some house, and take some more favorable time for our first camping. While it was yet raining, a gentleman on horseback caught up with us and entered into conversation, and as we neared his residence, he very politely invited us to go into his house and await the slackening of the rain, which offer we very gladly accepted.

He had a beautiful home, nicely set about with shrubbery and flowering plants. He was a Southerner, with some slaves. After a time, as it was nearing night and the rain had nearly ceased, we



suggested a desire to remain overnight, stating the fact that we were not very well equipped for camping out. To this suggestion he very politely informed us that he could not accomodate us, but that he thought the rain would soon slack up, and that at a house a ways beyond we could get in for the night. So, the rain ceasing for a time, we resumed our journey, only to meet with like receptions, until darkness began to shut down upon us. We were becoming quite discouraged when we came to a rather indifferent looking house, to which we had been sent by the man to whom we had last supplied for entertainment, and had been refused. We found the family were "renters", with scant room for their own large family, but on learning of our situation, they at once gave us a hearty welcome with such accomodations as they could offer, saying that they were not prepared to properly care for us, but that they could not turn women and children out in such a night as that. We learned that they were not native Missourians, and we made the best of the opportunity thankfully, and in the morning, it having cleared off, we went on our way.

For the future, we provided ourselves with provisions, and as a rule, when night came, went into camp. We had no tent, the wagon cover was very good and would shed rain quite well. We had plenty of bedding, and the wagon offered a lodging place for the women and children, Samuel and I sleeping under the wagon, on the ground.

For about a week the weather was very unsettled, raining more or less nearly every day or night. I think on the second night we camped just at the bottom of a hill, near a small creek and where the ground was dry. During the night, there came a hard, flooding rainstorm. Samuel and I were lying under the wagon, where the water soon came rushing down the hill and driving us out of our sleeping place, and for the balance of that night we were camped in front of the wagon, inside, but with no chance for sleep.

The heavy rains soon made some of the streams impassable, and some times we pushed through swollen streams that were unsafe, but we met with no serious mishaps. When we had been about a week on the road we reached the vicinity of the Osage river at Pappinville. There was a bridge across the river at this point, but the river had overflowed the bottom land on the other side for about seven miles, and finding that it would be impossible for us to proceed further, we were fortunate in getting into a house with a family by the name of Dewese, who gave us a room with the privilege of using their stove for cooking. Here we put in eight days while waiting for the fall

of the water. Mr. Dewese was a Northern man and had no slaves, he owned a very good farm.

We were now nearing the Kansas line. There were but few slaves in this part of Missouri, most of the people having come from the North. Hitherto we had passed through parts where there were numerous slaves, but we never sought conversation with them, and if at any time we had occasion to speak with them, we were careful as to what was said. In our conversation with the slave-holders, we were equally careful not to give offense, yet we never represented ourselves as holding other than Anti-Slavery sentiments. This course on our part seemed judicious, for the reason that just then excitement ran very high, and by the Missourian, persons passing through the state from the North to Kansas were not generally looked upon with favor. We, however, never had reason to fear any trouble from an expression of our political opinions.

While waiting here we bought three yokes of oxen, finding that they were cheaper here than in Kansas, and knowing that we would need them for breaking the prairie.

It was about the 15th of May when the water had fallen so that we could cross the river and again proceed on our way. Our delay had put us about a week or ten days behind the time we had set for our arrival at our destination. When we crossed the river on the bridge, we found ourselves on a "bottom" road, on much of which the water was still from one to two feet deep and all very bad, making our progress very slow. In places the pulling was very hard and through mud and water, so that we had to attach one yoke of oxen with the horses in order to make any headway. As it was, we found ourselves still in the mud and water when darkness began to shut us in. The road was through timber, very muddy and crooked, and we began to fear that we would not get out that night. Looking forward, we could see the lights from a house just outside the timber, maybe half a mile distant. Samuel took out one of the horses and rode out to see if we could secure houseroom for the night. Finding we could, and as we were all tired and worn out and hungry, he arranged with the woman to have us some supper prepared against our arrival. On his return, we took two horses, Samuel getting on one and I on the other, each of us taking on a woman behind and a child before, and thus we made our way out of that veritable "slough of despond". We turned the oxen loose, and started them ahead of us, expecting them to go to the prairie and graze on the grass, and that we would find them there in the morn-



ing. We had a regular backwoods supper, which we greatly relished and enjoyed a good night's sleep, feeling that our travel troubles were over.

On getting up in the morning, we found two yoke of oxen on the prairie, but one yoke was nowhere to be seen. After a time we thought that we had found their tracks leading back on the way we had come, and following on that distance of six or seven miles, through that miserable road of mud and water, we came to the bridge, and there they were—quietly lying down. Having an aversion to going upon a bridge, they had laid down on dry ground of the approach. By the time we got them back and the wagon out upon dry ground, it was late in the afternoon, and we concluded to remain another night where we were. Here the woman of the house was kind enough to entertain our women with all kinds of stories of snakes, skunks, and wild-cats; filling their minds with great fear as to their future in the wild country.

The next morning was clear and warm, the sun shone brightly, and we started again upon our journey with high hopes of reaching the Kansas border during that day; the road was still muddy, so that our progress was slow, but in the afternoon we passed out of Missouri and into Kansas and camped for the night upon a small creek two or three miles northeast of Fort Scott. Here we remained for one day, Samuel going into town to secure necessary supplies.

We were now within about fifty miles of our destination, which we hoped to reach within a couple of days. Our next day's travel was over a beautiful country, with here and there a settler along the streams, but with but little in the way of a road other than an Indian trail. That night we camped on the head of Elm Creek, a little timber along the same but no settler in sight. The night was beautiful, a clear balmy Kansas spring night with light of a full moon. After supper my wife and I were walking a little distance from the camp admiring the beauties of the scenery, when not far away in the timber we heard the sharp cry of a panther or a catamount. The cry is startling and sounds much like a human cry. We sought the camp without any unnecessary delay, and some of the more timid were more or less nervous during the remainder of the night, but we heard nothing further of its cry.

The next day we followed the course of Elm Creek, there being no wagon road. About noon we came to a new town called "Cofachiqui", located near the Neosho river and about two miles south of where Iola was afterwards located. The place was occupied at

that time mostly by a company of Colonel Buford's men from Georgia, who had a few slaves, and coming with the avowed purpose of assisting to make Kansas a slave state. The legislature had designated the place as the County seat of Allen County, and at that time the settlers of the village and the surrounding country were nearly all "pro-slavery" in sentiment.

We did not like the appearance of these people, but passed on down the Neosho river that evening, reaching a point just a little south of where Humboldt now is, and near a settler by the name of Henry Bennett, where we camped for the night. Mr. Bennett was the only settler near there, and we passed only two or three during the day outside of those in the village of Cofachiqui. Mr. Bennett had come from Tennessee and was a strong "Free-State" man.

We were now within five miles of our destination, and on the next day, May 20th, we reached the "promised land". We were not so badly disappointed as some others of our company, from the fact that Samuel had informed us as to what we might expect. As voicing the general feeling of the members of our company on the ground before our arrival, I give the following from Mrs. Colt's book "Went to Kansas". She and her family arrived in the settlement about a week before our coming. Speaking of their arrival, she says:

We leave our wagons and make our way to a large camp fire. It is surrounded by men and women cooking their supper, while others are busy close by grinding their hominy in hand mills. Look about and see the grounds all around the camp fire are covered with tents in which the families are staying. Not a house is to be seen. The ladies tell us they are sorry to see us come to this place, which plainly shows us that all is not right. Can anyone imagine our disappointment on learning from this and that member, that no mills have been built; that the directors, after receiving our money to build mills, have not fulfilled the trust reposed in them, and that in consequence, some families have already left the settlement? For a moment let me contrast the two pictures; the one we had made provision for and had reason to believe would be presented to us, with the one that meets our eyes. We expected that a sawmill would be in operation, a grist mill building, and a temporary boarding house erected to receive families as they come into the settlement until their own houses could be built. As it is, we find the families, some living in tents of cloth, some of cloth and green bark just peeled from the trees, and some wholly of green bark, stuck upon the damp ground without floors or fires.

Only two stoves in the company. These intelligent, but too confiding families have come from the North, East, South and West to make pleasant homes; and now are determined to turn right-about and start again on a journey, some know not where. Others have

invested their all in the company; now come lost means and blighted hopes.

Sufficient to say that we found conditions in no manner improved; one log house 16 x 16 feet, without floor, had been built, and was called the "Center House." It was located on the east side of the creek named "Vegetarian Creek." In this the Colt family was living; Mr. Clubb occupied an old Indian wigwam covered with tenting cloth south of the Center House. A family named Adams lived in a log and bark shack a little north; the Broadbents were living in a cloth shack southwest near the river; and a Mr. Herriman and family were in a similar shack near Mr. Clubb. He and wife, with one child, had come from St. Louis in the wagon with Samuel, and while on the road, Mrs. Herriman gave birth to a child, only detaining them two days.

Others of the company were in a large tent, pitched on the high ground northeast of the old ford of the river. We availed ourselves, for the time being, of the shelter of this tent, in connection with the wagon cover.

One great difficulty with most of the members of the company was their inability to adapt themselves to conditions unavoidable in frontier life. Their expectations were too great as to the comforts and conveniences to be found under such conditions. They were mostly from the far East; mechanics, professional men, and men from offices and stores in the cities, and altogether unable to adjust themselves to a frontier life.

After spending one day in conversation with Mr. Clubb, our Secretary, and other members of the company on the ground, we became convinced that the company would prove a failure. We looked over the surrounding country for a few days, and were well pleased with the general appearance of the land, and resolved to remain. We bought a claimant out, who had selected a location just outside "Vegetarian Settlement", on the northwest, for which we paid him about \$100 in a yoke of oxen. The site for the building, in a beautiful grove on high ground, we thought the most beautiful of any in all the country. But I will again quote from Mrs. Colt's book, "Went to Kansas":

The Stewart's have located their claim west from here; and are building their cabin on a high prairie swell, where nature had planted the walnut and oak just sparsely enough for both beauty and shade. Just back, and south of the cabin, is a ledge of shelving rocks where many berry bushes have taken root in the vegetable mould in their crevices, and are clinging for support to their craggy sides; grapevines clamber over rock, shrub and tree. There is a



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natural cut through the ledge, and an Indian trail leading down to a quiet little lake, sleeping among the tall grass, whose waters abound in fish and clams. The whole view is beautifully picturesque.

This site, we named "Cottage Grove", which name has been retained ever since. The Township in which it is situated, also bears the same name.

In reaching this period of my life, it now looks to me, as my life work. Hitherto I had led a fairly comfortable, even course in life; had, for a number of years been engaged in a business congenial and fairly profitable; was happy in my family life, with wife and two children, all of whom had always lived in a city surrounded with friends and most of the comforts of life. Here, we were on the frontier of civilization—indeed, just over the borderland; far away from a post office, and over 100 miles from any town of importance. The nearest being Kansas City. There was neither church nor school, and surrounded by strange, and for the most part, an uncongenial company of uncongenial spirits, united in a common effort to secure freedom for Kansas and build up a strong colony of intelligent, temperate, liberal minded, right-living people, who would at once, by their combined efforts, secure schools, churches, mills, post office and all the slow process usual in the settling of a new country.

We found a majority of the company entirely unfitted to cooperate in securing the desired results; too many came without means, expecting to get employment from the company; those who had some means were so disposed to withdraw from the company, not willing to entrust their money with persons whom they found to be impracticable in methods of business. Of the officers, only the Secretary, Mr. Clubb, was on the ground. He had brought a small supply of groceries for the use of the company, such as sugar, rice, beans, crackers, dried and canned fruits. Some of the people thought that he had misappropriated the funds entrusted to him. I did not have that opinion of him, but I believed that he did not have the practical ability to manage the affairs of the company successfully. He was wholly unacquainted with Western life; he was an Englishman, about thirty years of age, with a wife but no children; had been connected with the New York Tribune, I think as a reporter, and knew nothing outside of office work.

We, therefore, concluded to put nothing more into the company, but as we had "cut loose" from our Eastern relations, and had "burned the bridges" behind us, we would remain in the country; having literally followed the advice of Horace Greeley, so often read,



and "Gone West", we would now try to "grow up with the country."

It was now late in May and our first thought was to break up some prairie and get some things planted; corn, pumpkins, squashes, and melons, as well as some garden, for which we had brought an abundant supply of seeds. Here was a new experience for me—the driving of oxen. However, Samuel was an expert at that, having worked with oxen when breaking prairie in Illinois. We broke out a few acres north and east of the building site, where we planted a variety of things, and in the meanwhile we went to work building the cabin of round rough logs, 16 x 18 feet square. This, we built up to the square only, at the time, and added a shed on one side 8 or 10 feet wide for a kitchen. For a roof, we bought the large tent that had been used by the members of the company, who by this time had either gone to their own claims, or had left the country, and this we drew over the top of our building, until such time as we could complete the roof.

On the sixth of June, we removed our effects to this place, as our future home. We experienced much trouble in getting the logs for this cabin from the timber. The river had overflowed all the bottom land, and now in the timber the mosquitoes fairly swarmed. The weather was becoming hot, and while at work in the timber we were compelled to wear our coats and tie handkerchiefs around our necks and over our faces, to as far as possible escape the torture of these pests.

A young man by the name of Buxton, who had come through with Samuel from St. Louis, had, since we selected our claim, been at work for us and made his home with us. Before moving into our cabin, we had sent him with the wagon and team of horses to Kansas City to get a lot of our goods which we had shipped to that point, and it was expected that it would take him about three weeks to make the trip.

I should have said, as to our house, that it had no floor, neither had we any table or bedsteads. We arranged our beds on one side of the house. About two feet from the ground we bored holes in one of the logs with a large augur, got poles about four feet long, sharpened one end and drove them into the holes, letting the other end rest upon a stake driven into the ground. Upon these we built a bottom, using poles, brush and grass, on which we placed our mattresses and bedding, thus forming a line of beds the entire length of the house. We used boxes in which we had brought our goods, for a table, and for chairs, we resorted to various devices. We, however, had two or three chairs for the use of the women. We had also brought with us a cook stove.



On the first night in our new home, there came up a flooding rain, with heavy thunder and lightning and a strong wind. For a time the storm threatened to dismantle our abode by carrying away our tent covering, and Samuel and I were compelled to get up and hold on to it to prevent its blowing away. As the sides of the house were quite open, the rain blew into it and quite thoroughly wet everything within. It was an unpleasant experience for our first night, but the morning came bright and clear, as is its wont in "Sunny Kansas" and we felt reconciled to our condition.

Of the company, probably eight or ten families and several young men remained, and were engaged in putting in some crops and improving the places which they still hoped to make homes for themselves, yet for the most part in a half-hearted way. It was very trying on the women of the party, most of whom had been accustomed to city life, or good society in an old settled community of the East.

Here, settlers were few, and outside of our own company were an uneducated, coarse class, mostly from Missouri and Arkansas, with more Indians than whites as visitors. Also, just at this time, in the North part of the Territory there was much trouble between the settlers from the North and the "Border Ruffians" from Missouri. We were not as yet troubled, but it was uncertain as to when the conflict might extend to us. The "Pro-Slavery" element was quite strong in our vicinity, and was probably in the majority of the County, at that time.

Our nearest post office was Fort Scott, a distance of fifty miles, and to us who had been accustomed to a daily mail, it was a great deprivation. We soon arranged to have some one go once a week for the mail. Samuel often went for it, taking three days to make the round trip. It was a great event each Saturday night, to get dozens of letters and papers by one mail, and we would sit up nearly all the night to read over letters from friends far away, also the papers, which were very full of accounts of the troubles in "Bleeding Kansas."

We began to feel some concern about Mr. Buxton and our household goods, after he had been gone about three weeks, with no word from him. We could hear many reports of trouble about Lawrence, and of northern men being turned back on their way through Missouri to Kansas, and of raids from the vicinity of Kansas City and Westport. We began to fear that we would never see more of Buxton, team or goods, when one day we saw Buxton coming over the prairie afoot and alone. Indeed, he was as disconsolate a looking person as one could imagine. He was an Englishman of slender