

1969

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John C. Upchurch

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Recommended Citation

Upchurch, John C. (1969) "Aspects of the Development and Exploration of the Forbes Purchase," *Florida Historical Quarterly*. Vol. 48 : No. 2 , Article 3.

Available at: <https://stars.library.ucf.edu/fhq/vol48/iss2/3>

ASPECTS OF THE DEVELOPMENT AND EXPLORATION OF THE FORBES PURCHASE

by JOHN C. UPCHURCH *

ATTEMPTS AT LAND SPECULATION have been common in the United States. In Florida an early attempt involved an immense tract of land known as the "Forbes Purchase." This territory, situated in the north-central part of the state bordering the Gulf of Mexico, was the object of exploitation as a unit for approximately fifty-seven years, 1804-1861. First under the trading firm of Panton, Leslie and Company and its successor John Forbes and Company, and later under the Apalachicola Land Company, this practically virgin wilderness was explored, surveyed, and to a degree developed.

Events leading to territorial acquisition can be traced back to the early days of the American Revolution when William Panton, Thomas Forbes, and John Leslie fled to British-controlled Florida because of unfavorable reaction to their Tory sympathies.¹ These men, kinsmen and partners in the firm of Panton, Leslie and Company, were formerly engaged in Indian trade, chiefly in South Carolina and Georgia. In 1776, the three partners arrived in the vicinity of St. Augustine where there was already a small outpost of Panton, Leslie and Company. From that station the company was able to rapidly expand its trade area and volume of sales so that when Spain regained the Floridas from Great Britain in 1783, it was on the way to becoming one of the largest trading firms in southeastern North America.²

* Mr. Upchurch is assistant professor of geography at Appalachian State University, Boone, North Carolina.

1. Panton was the principal partner. His will, quoted in *Record in the Case of Colin Mitchel and Others, Versus the United States* (Washington, 1831), 352, indicates that he left Georgia for Florida in 1776. It can be assumed that Forbes and Leslie arrived in Florida about the same time. Leslie later returned to London. Hereinafter referred to as the *Record in the Case of Colin Mitchel and Others*.
2. Spain, not wanting Americans to move into the West, but at the same time unable to provide a land force to prevent it, allowed Panton, Leslie and Company to become its controlling agent in the interior. This was done by giving the firm a monopoly on the lucrative Indian trade.

The company's operations included extending credit to Indians. From the beginning some of them either would not or could not pay however, and Indian debts began to accumulate with interest on the company's books. While indebtedness mounted, the overall trade expanded, eventually to the degree that John Forbes, brother of Thomas, and James and John Innerarity, nephews of Panton, were admitted to the firm as partners.

Enjoying the upswing of trade the merchants seemed to worry little about Indian debts until 1792. In January of that year William Augustus Bowles sacked a Panton branch store near Fort St. Marks.³ The following year Alexander McGillivray, who had helped the company obtain and maintain the trade monopoly with the southern Indians, died.⁴ Finally, in 1794, Panton learned that the United States was contemplating the establishment of trading posts among several Indian tribes.⁵ Largely as a consequence of these events the company soon began to take steps to collect at least part of the Indian debts.

It is likely that the partners first endeavored to obtain payment in cash, furs, or naval stores. When this met with little or no success the firm then looked to the Spanish king for indemnification.⁶ This also failed. Several Spanish officials did, however, suggest a possible solution: since there was little hope of being repaid in money it might be possible for Panton, Leslie

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3. J. Leitch Wright, Jr., *William Augustus Bowles: Director General of the Creek Nation* (Athens, 1967), 65-67. The firm undoubtedly had been overcharging the Indians, partly because it had no competition and partly because of Panton's greed. Bowles' raid was an attempt to sway wide-scale Indian sentiment against both Spain and Panton, Leslie and Company. He was financially backed by the Nassau-based firm, Miller, Bonnamy and Company, whose owners hoped eventually to regain part of the business blocked by Panton's monopoly.
 4. *Ibid.*, 25-26, 83. McGillivray, a quadroon, was the principal Creek spokesman for a decade after the American Revolution. Fearing American expansion into Creek lands, McGillivray had turned to Panton, Leslie and Company for the guns, ammunition, and knives that wreaked havoc on the American frontier. This in large measure accounted for the firm's rapid growth after 1783.
 5. Robert S. Cotterill, "A Chapter of Panton, Leslie and Company," *Journal of Southern History*, X (August 1944), 275.
 6. *American State Papers: Documents of the Congress of the United States in Relation to the Public Lands From the First Session of the Eighteenth to the Second Session of the Nineteenth Congress, Inclusive: Commencing December 1, 1823, and Ending March 3, 1827*, 7 vols. (Washington, 1859), IV, 159. Hereinafter referred to as *American State Papers: Public Lands*.

and Company to gain compensation by obtaining title to specified Indian lands within the territorial limits of the United States, for after all much of the company's trade was carried on outside Spanish territory. Such a land cession could conceivably be sold piecemeal to settlers. Subsequently negotiations were begun with the Choctaw; however, no grant was made because a cession at that time was unacceptable to Washington.⁷

If a land grant within United States territory was out of the question, then the merchants felt that they had no recourse but to attempt a land cession within Spanish territory. In time a preliminary agreement was reached with the Creeks and Seminoles offering the company a tract of land along the east bank of the Apalachicola River.⁸ With the prospect of a sizable land cession, Innerarity therefore petitioned Spanish authorities in 1804 for authority to enter into formal negotiations with the Indians. Spanish permission was granted but included the stipulation that Panton, Leslie and Company did not have the right to dispose of any land, if ceded, without the consent and prior knowledge of the Spanish government.⁹

In May 1804, the tentative plans developed into a final agreement when twenty-two Seminole chiefs agreed to "cede, concede, give, sell, and transfer to said house of Panton, Leslie & Co. . . . the aforesaid district of land. . . ." ¹⁰ This territory was bounded on the west and east by the Apalachicola and Wakulla rivers respectively; by the Gulf of Mexico, including offshore islands, to the south; and by an irregular, then undefined line to the north, extending far back into the interior. A few months after the 1804 grant to Panton, Leslie was made, and three years after the death of William Panton, the name of the firm was changed to John Forbes and Company. To the newly reorganized firm went all the rights and privileges of the former company, as well as all property.

7. *Ibid.* In a letter to Secretary of War Henry Dearborn, quoted in *Record in the Case of Mitchel and Others*, 284, Forbes stated that at the turn of the century Indian debts, including interest, amounted to \$204,000.

8. "Proceedings of the Board of Land Commissioners Showing Claims Presented and What Papers were Filed in Support of Same. West Florida, July 17, 1822 to July 24, 1824." Vol. 1, Record Book A, p. 87 (hereinafter referred to as "Proceedings of the Land Commissioners"); *American State Papers: Public Lands*, IV, 163.

9. *Ibid.*, 160.

10. *Ibid.*

Immediately after effecting the 1804 grant Indian debts again began to climb, and in 1807, another application was made to Spanish authorities for permission to make an additional settlement with the Indians. After considerable delay permission was granted in December 1810, with the same stipulation concerning disposal of ceded land that accompanied the first grant.¹¹

In January 1811, three other tracts of land were ceded by the Seminoles in a single grant to Forbes and Company. These tracts laid contiguous to the large grant previously obtained by Panton, Leslie and Company. At the same time there was granted to John Forbes individually an island in the Apalachicola River of "about seven miles in length, and one or more in breadth . . . opposite to the store or factory which then and there existed."¹² This island was actually a gift by the Seminoles in return for "services rendered." (Even today this island is known as Forbes Island.) These latter grants were adjudged legal and proper by Spanish authorities in 1811, and title to them was confirmed to Forbes and Company, with the exception of Forbes Island which was ceded to John Forbes individually. The total acreage of the various grants was then unknown, but the Purchase was estimated to contain "probably less, but certainly no more than one million and a half of acres."¹³ Forbes in 1806 had described the cession as a "bargain" and "as fair a purchase as ever was made from the red men since the treaty of William Penn."¹⁴

After the first cession - that to Panton, Leslie and Company - the partners were faced with the problem of what to do with the immense tract of land. It was at first hoped that the Seminoles would somehow buy back the land, an event, however, that did not materialize. In an effort to reduce the company's loss, John Forbes therefore decided to sell portions of the Purchase to settlers and speculators. Before sales could be made, however, at least part of the land had to be surveyed. Asa Hartfield, a South Carolina surveyor, was engaged to run the boundary line and, in general, explore the Apalachicola

11. *Ibid.*, 166-67.

12. *Ibid.*, 167-68.

13. *Record in the Case of Mitchell and Others*, 291.

14. *Ibid.*, 290.

lands "with a view as . . . [to] the general topography and hydrography."¹⁵

Hartfield first retraced and remarked the original boundary line following a complicated system of metes and bounds. Next, in 1808, he sectioned off a tract of land on the west bank of the Wakulla River, called the "Wakulla Survey" or more commonly the "Hartfield Survey." It was this portion of the Purchase that Forbes intended to sell principally to "people from the Bahamas, & from the other English, Spanish & French Colonies. . . ." ¹⁶ Unfortunately there was no immigration, largely owing to the vicissitudes of the times: first, Forbes and Company had of late suffered financial reverses; second, about 1812 Indians began to openly harass the company in various ways, including killing its cattle and freeing its Negroes; third, the War of 1812 militarily came to the Forbes Purchase when the British constructed a fort on the east bank of the Apalachicola River, on company land, less than one mile from one of its stores. From this fort arms, ammunition, firewater, and rudimentary military training were dispensed to Indians sympathetic to the British cause. In 1815, the British withdrew from the garrison leaving it occupied by their Indian friends and a sizable number of runaway slaves from Georgia and South Carolina plantations. ¹⁷ The fort soon became a major threat to plantations in southern Georgia and Alabama and to transportation on the Apalachicola River. It was destroyed by American soldiers in 1816.

In the unsettled conditions resulting from the War of 1812 it became very obvious to the officials of the company that the United States would eventually take control of Florida. This, coupled with Indian depredations and the decrease in trade, led officials of the firm to seek other ways of disposing of the land profitably. They feared that with American sentiment toward the British at an unfavorable point, there was little hope of just compensation in the event of an American take-over.

With these factors in mind, officials of the firm therefore be-

15. Richard M. Blatchford, *Extract From a Report to the Trustees of the Apalachicola Land Company*, (n.p., 1837), 5. Hereinafter cited as *Annual Report, 1837*.

16. "The Forbes Purchase: A Letter From Tames Innerarity to William Simpson, Partners of John Forbes and Company," *Florida Historical Quarterly*, X (October 1931), 103.

17. Stephen R. Poe, "Archaeological Excavations at Fort Gadsden Florida," *Notes in Anthropology*, Vol. 8 (1963), 1.

gan considering various schemes for either disposing of the Purchase or retaining it in such a way that they might be able to obtain some indemnification at a future date. One proposal for keeping the Apalachicola lands intact was to have one of the members of the firm become a citizen of the United States and then shelter the land under his name.¹⁸ Another idea was to place title to the land under the name of a trusted third party not connected with Forbes and Company.¹⁹ This would have had to be done by formal sale.

After due consideration Forbes turned down both suggestions, recommending instead that the partners and the heirs of deceased partners give up their interest in the Apalachicola lands for a specific sum if a buyer or buyers could be found.²⁰ This was agreeable to the majority, and in October 1817, John Forbes applied for Spanish permission to deed the bulk of the Forbes Purchase to Colin Mitchel, a merchant then residing in Havana, Cuba.²¹ Permission was quickly granted, and shortly thereafter John Forbes retired from the firm leaving the Innerarity brothers to close out the company's affairs.

Thus on May 29, 1819, a deed of sale was executed in Pensacola conveying and transferring the Apalachicola lands to Colin Mitchel "saving and excepting one 15th part belonging to James and John Innerarity," Forbes Island, and "certain other tracts sold at different times . . . for the consideration of 111,676 dollars, two reals of silver."²² Within a few months of the

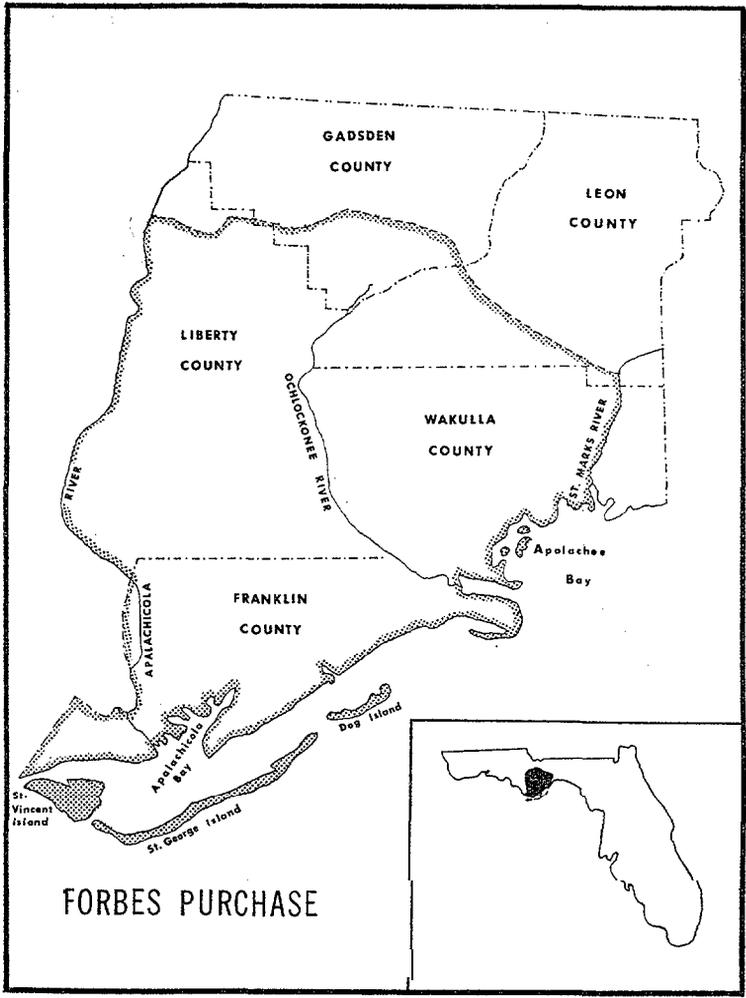
18. James Innerarity to Craik, Esq., July 27, 1812, "Letters of James Innerarity: The War of 1812," *Florida Historical Quarterly*, X (January 1932), 137.

19. *Ibid.*, 137-38.

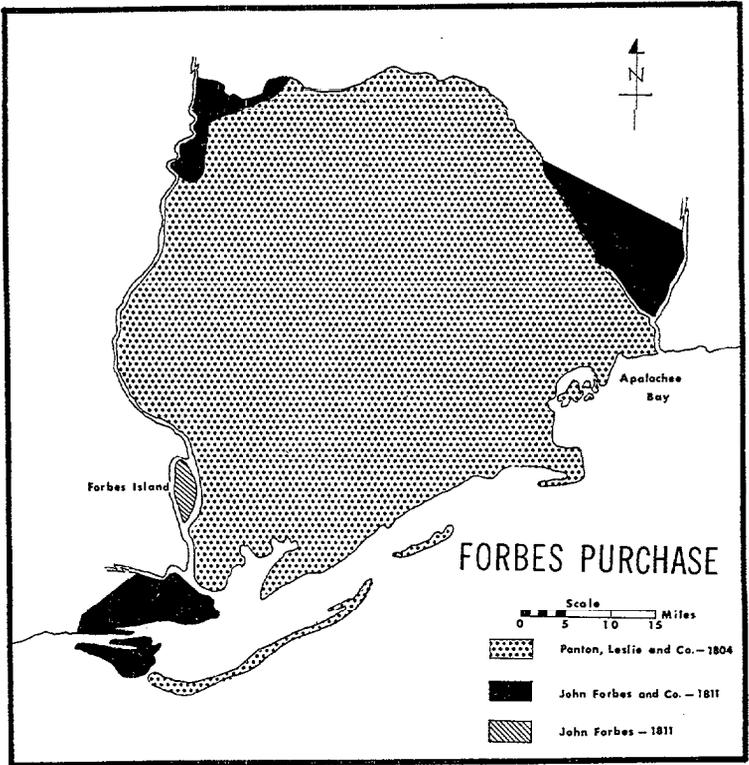
20. John Forbes to addressee unknown, January 12, 1814, "The Panton, Leslie Papers: Letters of and to John Forbes," *Florida Historical Quarterly*, XIII (April 1935), 237.

21. *American State Papers: Public Lands*, 168. Mitchel, ostensibly the sole purchaser, actually bought the Apalachicola lands for himself and the other partners of the trading firm of Carnochan and Mitchel of Savannah and Darien, Georgia. Along with Colin Mitchel, the partners included his brothers Robert, Peter, and Octavius, in addition to John, Richard, and William Carnochan.

22. *Record in the Case of Mitchel and Others*, 362. The "certain other tracts" included 924 acres sold to James Coleman; 5,976 acres deeded to F. Gutierrez d'Arroyo (one tract of 5,000 acres, and another deeded at a different time of 976 acres); 3,700 acres to Don M. de Villiers; 1,300 acres to A. Guillemard; 640 acres to Edmund Doyle; 640 acres to William Hambly; and, 400 acres to George McPherson. Not including the portions willed by Panton to the Innerarity brothers, a total of 13,580 acres was either sold or deeded to the above named persons by Forbes and Company before the large sale to Mitchel was completed.



Location of Forbes Purchase Within Current Counties.

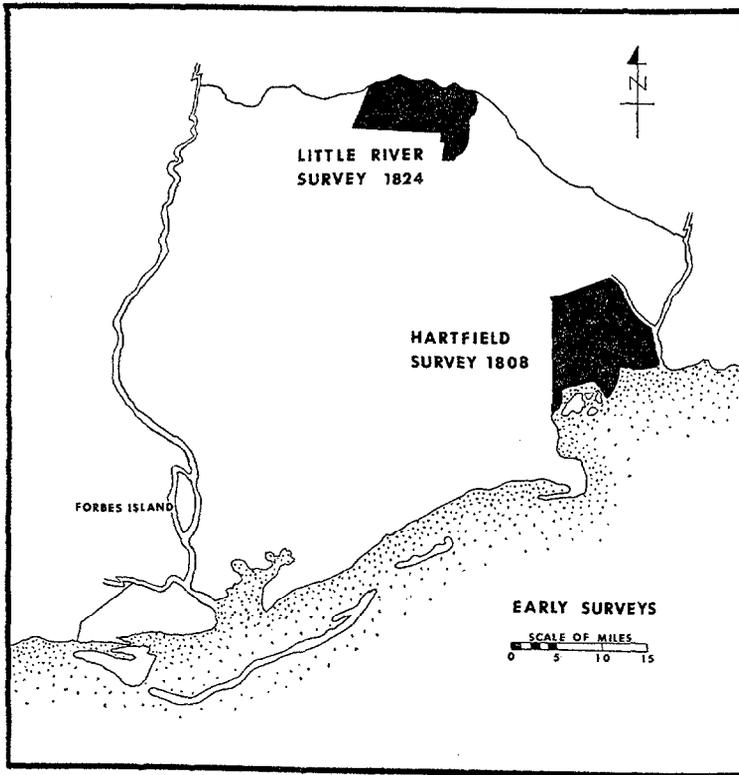


Location of Grants Comprising the Forbes Purchase.

sale Mitchel also bought most of the land previously sold by Forbes and Company, or willed by the three original partners.²³ By the beginning of 1820 he had spent nearly \$135,000 for the Forbes Purchase.

Since the 1819 treaty transferring Florida to the United States did not go into effect until 1821, there was a considerable

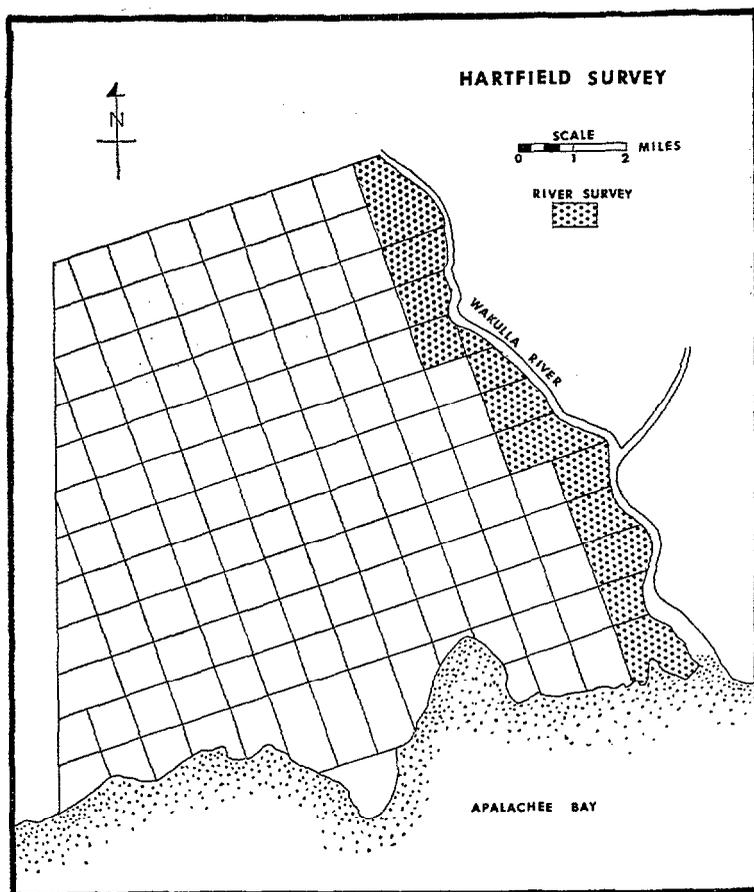
23. *Ibid.*, 362-68. On the same day that the main part of the Purchase was bought, Mitchel was deeded one undivided thirtieth part by John Innerarity, an inheritance from Panton, for \$10,000. On August 4, 1819, his brother James deeded a like amount of land, also an inheritance from Panton, to Mitchel for \$8,200. Mitchel then bought two tracts of land on the west bank of the Wakulla River on June 3 from Coleman for \$818. Next he purchased two lots from d'Arroyo, near those sold to him by Coleman, on June 28, 1819, for \$2,000. Lastly, Mitchel was deeded 640 acres of James Innerarity's personal property on the Apalachicola River for \$2,000.



Location of Hartfield and Little River Surveys.

interim period before Congress could set up machinery to pass on the legality of Spanish land grants within the territory of Florida.²⁴ Finally, in 1822, Congress passed an act which set up a commission to gather evidence and either to confirm or deny titles to land. Proceedings commenced on July 17, 1822, and continued to July 24, 1824. The investigations involving the Forbes Purchase took up a disproportionate amount of the total time, each grant being considered separately. When all the evidence had been studied the commission unexpectedly refused to rule on its validity, partly as a result of the enormity of the Purchase. A report to that effect was sent to Congress

24. "Proceedings of the Land Commissioners," 1.



Hartfield Survey

Adapted from Manuscript Map (anon.), Field Note Section, Trustees of the Internal Improvement Fund, Tallahassee, Florida.

asking that body itself to confirm or deny title. Congress, however, did not take further action until 1828.

Shortly after purchasing the Apalachicola lands from Forbes and Company, the firm of Carnochan and Mitchel became insolvent. In the March 29, 1823 edition of the *Pensacola Floridian* there appeared a "Notice and Caution" advertisement signed by William Christie. This was a warning to the public that the firm of Carnochan and Mitchel recently had been

mortgaged and had assigned to creditors various properties, which included "one large tract of land bought of Forbes & Co. lying between the rivers St. Marks and Apalachicola. . . ." The advertisement furthermore warned the public not to purchase any part of "the said property or estate . . . as I hold prior mortgages on the greatest part thereof. . . ." ²⁵

In a reply to Mr. Christie, Carnochan and Mitchel placed a "To the Public" notice in the same newspaper on August 9, stating that Christie indeed had claims against them, but that they were anxious to pay their debts. Christie, however, "has opposed any reasonable sale of the lands in Florida and thus injures not only himself but other parties concerned." This seemed to indicate that Carnochan and Mitchel would have sold all or part of the Purchase, but owing to financial and legal entanglements, and because of Christie's public "Notice and Caution" advertisements, little or no land was sold. It should also be recalled that Carnochan and Mitchel did not have clear title to the Forbes Purchase anyway. Thus as the affairs of the firm became more confused, the demands of creditors became more vehement; and in 1823, an application to partition the Apalachicola lands was filed with the Superior Court, District of West Florida.

The partition application was initiated by Robert Mitchel and stated that for the purpose of sale the Purchase "was assumed to contain two hundred and forty undivided parts or shares of five thousand acres each share (more or less) making in the whole, the said quantity of twelve hundred thousand acres. . . ." ²⁶ Partition seems to have been merely a method for legally assigning to creditors shares of land within the Forbes Purchase, each creditor obtaining a share equal to the amount owed him. The application was honored by the Superior Court of West Florida which directed several persons to act as friends of the court and to partition and divide the Forbes Purchase, excepting certain reserves belonging to the Innerarity brothers and others. ²⁷

25. Pensacola *Floridian*, March 29, 1823. These notes appeared concurrently for many months in this newspaper.

26. *Ibid.*, September 27, 1829.

27. *Ibid.*, November 29, 1823.

In the five years that followed partition there is no evidence that any land within the Purchase was sold, owing chiefly to the fact that the proprietors themselves had no clear title to the land. Many squatters, however, settled on the land causing Purchase owners to worry about losing their property. By late 1827, the situation had become extremely acute, and on December 31, Robert Mitchel memorialized Congress on behalf of himself and others:

That the original title deeds of said lands have been submitted by your Memorialists according to law, to the investigation of the Land Commissioners appointed for this purpose by Act of Congress. That they have been by the said Commissioners examined, and their regularity and genuineness by them admitted; and the said Commissioners referred to Congress the question whether the said titles ought or ought not to be considered valid as against the United States.

That the said question of validity has for a long time laid over undetermined; and that the delay thereof has occasioned to your Memorialists serious injury and to some of them absolute distress, whilst the lands themselves being on the Coast of the Gulf of Mexico, a frontier situation and requiring population, lay uncultivated, unhabited, and useless to the proprietors, to the Territory of Florida and to the United States.²⁸

In 1828, Congress, instead of ruling on the validity of the Forbes Purchase, passed an act which provided for the settlement and confirmation of private land claims in Florida by allowing claimants to resort to the courts.²⁹ The proprietors of the Apalachicola lands, led by Colin Mitchel, therefore, quickly brought before the Superior Court of Middle Florida a petition that their claim to the land in question be validated. Almost two years passed while gathering more evidence and taking testimony, only to have the court dismiss the petition in November 1830. This dismissal was appealed to the United States Supreme Court, which agreed to hear the case during the January 1831 term. On motion of the counsel for the United States,

28. Memorial to Congress From Robert Mitchell [*sic*] and Others, December 31, 1827, Clarence E. Carter, ed., *The Territorial Papers of the United States: The Territory of Florida, 1824-1828*, 26 vols. (Washington, 1956-1962), XXIII, 973-74. (Hereinafter referred to as *Territorial Papers*).

29. Colin Mitchel et al. v. United States, 9 Peters (U.S.), 711, 716 (1835).

however, the case was later postponed to enable the government to obtain certain documents and statements from Madrid and Havana. This motion was strongly resisted by counsel for the appellants, but to no avail. In 1832, 1833, and again in 1834, the case was postponed on the same grounds. During this entire time the proprietors were unable to sell any of the land.

At the January 1835 term the attorney general for the United States again moved to delay hearing the case, alleging that documents from Havana were expected to arrive at any time. But the court overruled this motion, and the trial at last began. By March 14, the case had been argued, and shortly thereafter the unanimous verdict was given: "the title of the petitioner to so much of the lands in controversy . . . is valid by the law of nations."³⁰ It was further ordered and decreed, much to the dismay of the proprietors, that the territory adjacent to the fortress of St. Marks was United States property "to which the claim of the petitioner is rejected."³¹ The court then ordered its clerk to certify the same to the surveyor general of Florida, with directions to survey the Forbes Purchase according to the United States Land Office's range and township system.

Shortly after the favorable decision and decree of the Supreme Court, the proprietors of the Forbes Purchase established the Apalachicola Land Company. This firm, with headquarters in New York City, was designed "to give clear and unimpeachable titles to purchasers, without delay."³² It was agreed to vest by deeds the whole title, legal and equitable, in three trustees and to have the affairs of the company conducted by six directors. The tract was assumed to contain 1,200,000 acres and was "divided into twenty-four hundred parts, of five hundred acres each, more or less, which shall be transferable on the books of the said Trustees, upon the order of such stockholder, or his authorized agent."³³

It is extremely doubtful that many of the stockholders of

30. *Ibid.*, 761.

31. *Ibid.*, 762. The dismay was owing to the fact that squatters had established a town, St. Marks, near the old fort. The Purchase owners had thought that the property upon which the town was located was theirs, and hoped to force the squatters to buy the valuable town lots from the land company.

32. *Articles of Agreement and Association of the Apalachicola Land Company*, November 28, 1835 (New York, 1835), 2.

33. *Ibid.*

the Apalachicola Land Company, most of whom were New Yorkers, knew much about the character of the Forbes Purchase when the company was founded. The only readily available information consisted of surveyor's field notes and reports. These empirical accounts, which at the outset encompassed only limited portions of the Apalachicola lands, often commented on the resource base, sometimes making judgments as to the agricultural potential of the land. In this sense the field notes and survey reports are important for they offer glimpses of the north-central Florida environment as perceived through the eyes of persons living over a century ago.

All early surveys tended to recognize four major land types within the Purchase area: hammock, pine land, swamp, and marsh. Hammock lands were level, wooded areas with a mixed growth of hardwood trees and were generally covered with a thick undergrowth of vines, shrubs, and bushes. Customarily, they were divided into "high" and "low" subtypes depending upon the local elevation and drainage pattern. Hammock areas were recognized as being relatively fertile, and therefore, they were highly valued as agricultural lands.

Pine lands were divided into several subtypes including pine barrens, pine flats, and flatwoods. These types were all used to describe low, level, and poorly drained land in which various species of pine formed the principal vegetation. Within the broad category of pine lands differing usefulness was recognized. If the land was underlain by partially indurated limestone near the surface, it was rated as good agricultural land; if the land was underlain by clay, it was fair agricultural land; if the land was sandy, chances were it was unfit for agriculture and it was considered sterile.

Swamps were low, poorly-drained areas adjacent to streams and subject to overflow. The characteristic vegetation included hardwoods and an undergrowth which was extremely thick, tangled vines and briars rendering it almost impenetrable. Marshes were tracts of wet, grass-covered land, sometimes partially submerged. They were found along the coastal fringe of the Purchase. Various types of grasses with a high affinity for water formed the principal vegetation; secondary vegetation included low shrubs and trees.

Hartfield Survey

The first known survey within the Purchase was made by Asa Hartfield in 1808.³⁴ It had three aspects. First, Hartfield retraced and remarked the boundary line. While running this line he noted that there were apparently only three permanent Indian settlements within the Apalachicola lands, all of which were abandoned by 1811.³⁵ The second aspect of the survey entailed a general exploration of the Purchase. In accomplishing this, Hartfield traveled by boat up various streams including the Sopchoppy and New rivers. His penetrations inland from the rivers were neither frequent nor distant. Along the banks of the Sopchoppy he noted outcroppings of limestone rock. His account of the land along the New River was not too favorable. From the mouth to the head of tide water it was pine land with a clay foundation; from tide water to its source was low pine land and swamp. After this exploratory survey was completed, Hartfield concluded that there were only about 130,000 acres of good land in the Purchase.³⁶

The third and final aspect of the Hartfield Survey was that of sectioning off for sale a fertile tract near a navigable stream. After exploring the Apalachicola lands, Hartfield decided that there were only two large tracts of fertile land capable of accommodating agriculture.³⁷ One of these tracts was along the northern boundary line of the Purchase adjacent to Little River, a tributary of the Ochlockonee; the other tract was on the west bank of the Wakulla River. It was the latter tract that Hartfield surveyed in detail. Called both the "Hartfield Survey" and the "Wakulla Survey," it was completed in 1808 and contained a total of 37,065 acres. For this tract of land, Hartfield adopted a survey system which deviates considerably from the standard range and township method found in almost all of the rest of the state. Therefore, on modern maps of Florida, such as the Florida Department of Agriculture's "Section Map of Florida," the Hartfield Survey stands out prominently. The first part of the survey was called the "river survey" and included only

34. *Annual Report, 1837, 5.*

35. *Record in the Case of Colin Mitchel and Others, 168.*

36. *Annual Report, 1837, 10-11.*

37. *Ibid.*

land adjacent to the west bank of the Wakulla River. After the river survey was completed Hartfield ran the rest of the lines to coincide with it. Instead of the base lines running in a true east-west direction, they deviated seventeen and a half degrees in a southwest-northeast direction. He used a grid system laying off the land into squares of sixty chains on each side. The grid lines thus established crossed at ninety degree angles.³⁸ Although his rationale is not known, it is probable that Hartfield took into consideration the trend of the Wakulla River and Gulf coast portion of the survey. It is also possible that this particular manner of surveying included more of the better farming land and made the water front lots less complicated to survey.

*Daniel Blue Survey*³⁹

A survey by Daniel Blue in 1811 merely marked the boundary line of the grants made to Forbes and Company in the same year; it was not a comprehensive survey. Accompanied by several of the Indians who had made the cessions, Blue began marking the line in a northwestwardly direction until the boundary of the first cession was struck. Hartfield's boundary line was then followed across the northern portion of the territory until the party reached the Apalachicola River. Blue and the Indians proceeded down this river and began the survey of the Purchase land west of the Apalachicola at the outlet of Lake Wimico. They traveled up the lower end of the lake three miles, where he cornered. From there Blue ran the line in a southwestwardly direction to Apalachicola Bay. The group went by boat from the bay to the west part of St. Vincent Island where Blue again marked some trees and ended his survey.

Sweet Water Creek Survey

In 1821, Samuel S. Brown made a survey of Sweet Water Creek, a stream which flowed into the Apalachicola River as well as forming a part of the northern boundary of the Pur-

38. Joseph Delafield, *Third Annual Report of the Apalachicola Land Company, Florida, to the Stockholders of Said Company for the Year 1838* (New York, 1838), 41-42. Hereinafter referred to as *Annual Report, 1838*.

39. The material in this section is adapted from the *Record in the Case of Colin Mitchel and Others*, 621.

chase.⁴⁰ This survey ran from the creek's source to the Apalachicola River. There is mention of a map accompanying this survey which showed a "long, narrow line of hammock binding the creek, and terminating to the south in pine lands."⁴¹

Little River Survey

Hartfield noted in his exploration that the land in the vicinity of the Little River was one of two large, fertile tracts within the Purchase.⁴² This area was partially surveyed by Samuel S. Brown and a man named McBride in 1821 or 1822. They laid off a portion of the tract into square sections of 800 acres each by utilizing magnetic meridians with parallels intersecting each other at right angles. In 1824, this area was further subdivided by Daniel F. McNeil in pursuance of the writ of partition that subdivided the Purchase among the various creditors and owners. McNeil was directed to divide the 800-acre sections into 400 acres each, and to extend the survey on the south and west. When the task was completed the Little River tract totaled 28,460 acres.

McNeil used the same magnetic meridians as did Brown and McBride. These meridians were not based on true north and thereby caused the Little River Survey to deviate, as did the Hartfield Survey, from the standard range and township system. This survey, like the Hartfield, can also be easily recognized on the Florida Department of Agriculture's "Section Map of Florida," being the only two such deviations within the Purchase. On a map of the survey, McNeil shaded dark the portions which represented high hammock and river bottom. He shaded orange those ridges of pine land which he considered of little value except on the northern boundary line where the pine land was said to be of excellent quality. McNeil further noted that most of the survey could be cultivated and that there were innumerable streams of pure water.

40. *Annual Report, 1838, 9.*

41. *Ibid.* To the south of Sweet Water Creek, Brown delineated other creeks and hammocks, but their extent in acres or distance could not be derived from available information. Brown also surveyed a portion of the territory included in the Little River Survey, but the year is not known.

42. Much of this section is based upon information given by McNeil himself on his "Map of Little River Survey," a copy of which is to be found in the Robert L. Strozier Library, Florida State University, Tallahassee.

Survey for Live Oak

In 1831, the United States made an inventory type of survey for live oak along various coastal areas of the Gulf of Mexico. Extensive tracts were found between the St. Marks and Wakulla rivers, but the greatest concentration was on St. Vincent Island. It was noted that many of the trees on this island were large enough to form breast hooks on the largest vessels of the day. St. Vincent's was supposed to have an area of about 8,000 acres with numerous detached hammocks of fertile land. There was said to be 12,000 to 13,000 prime live oak trees on the island, as well as other hardwood types. In two of the largest hammocks there were 7,031 live oaks, which would yield a total of 261,345 board feet of timber.⁴³

United States Survey

At the conclusion of the case of Mitchel and others, the Supreme Court directed the General Land Office to tie in the boundary lines of the Purchase with the survey grid of contiguous lands. A contract was subsequently let for this work, signed on September 28, 1835, by Charles R. Goldsborough, Lewis M. Goldsborough, and Richard C. Allen.⁴⁴ The survey was to be completed within four months at four dollars per mile.

By late spring of 1836, the survey was still under way when Charles Goldsborough asked Robert Butler, Florida's surveyor general, to suspend execution of the contract. In his reply Butler indignantly wrote that, "The claimants urge its completion, the Government expects its completion, and my duties require me to say, that I expected its completion before this time."⁴⁵ Yet another year passed, and in January 1837, Butler asked Charles Goldsborough to submit a report to be forwarded to Washington enumerating the cause or causes which led to the unusual delay in fulfilling his contract. In a reply, dated February 6, 1837, Goldsborough stated, in part: "the very great difficulty attending the survey of 'Forbes Purchase,' particularly that part which is required by your department of making out exact returns, shewing the very many indentations on all lines, also the

43. The material in this section is adapted from the *Annual Report, 1838*, 16-17.

44. Carter, *Territorial Papers*, XXV, 195.

45. Robert Butler to Charles H. Goldsborough, May 10, 1836, *ibid.*, 372.

exact area of all the purchases can be the only excuse I have in my power to offer for the long delay of handing in the returns."⁴⁶ Finally, in June 1837, Butler acknowledged completion of the survey by Goldsborough in a letter to his Washington headquarters, and he requested a check for \$4,000 to pay him.⁴⁷

By November Butler had discovered that the Goldsborough survey contained considerable error. Upon questioning him about this Goldsborough candidly replied in a letter that "A re-survey will be absolutely necessary, and I should have undertaken it myself long since, had my health have permitted it, which has been bad and is at this time in rather a precarious situation, and I have my doubts whether I could survive the swamps of Appalachicola were I now to go in them."⁴⁸

Butler lost no time in forwarding a copy of the Goldsborough letter to James Whitcomb, commissioner of the General Land Office, Washington. Butler also wrote: "When you shall have examined the subject the enclosed copy of Goldsborough's letter have the goodness to inform me whether or not I shall employ another Surveyor to execute the Survey at the expense of Mr. Goldsborough and his securities, or at the public expense, leaving it optional with the government to bring suit on his Contract for failure as they may deem advisable."⁴⁹

It is undetermined as to precisely what action, if any, the government undertook with respect to the Goldsborough matter. It is known, however, that another surveyor, R. B. Ker, finally completed the survey for the land office.⁵⁰ Accordingly, on July 1, 1840, Butler furnished headquarters in Washington with official, correct plats tying in the boundary lines of the Forbes Purchase with those of surrounding lands.⁵¹

Baltzell's Report

G. F. Baltzell was an attorney and agent for the Apalachicola Land Company.⁵² When the land office survey by Golds-

46. Goldsborough to Butler, February 6, 1837, *ibid.*, 373.

47. James Whitcomb to Butler, June 7, 1837, *ibid.*, 398.

48. Goldsborough to Butler, November 28, 1837, *ibid.*, 433.

49. Butler to Whitcomb, November 28, 1837, *ibid.*, 432.

50. Butler to Whitcomb, April 3, 1840, *ibid.*, XXVI, 129-30.

51. Whitcomb to Butler, June 29, 1840, *ibid.*, 163-64.

52. The material in this section is adapted from the *Annual Report, 1838*, 11.

borough began he was instructed to accompany the government surveyors and to look out for the interests of the company. In a report, Baltzell noted that in the northern part of the Purchase Goldsborough adopted the old boundary line as run by Hartfield. He further reported that there was good hammock land on Telogia Creek in the northern portion of the Apalachicola lands. Near there he also found some pine land with a clay foundation. There is no evidence, however, to indicate that Baltzell accompanied Goldsborough for more than a short period of time.

Shell Point Survey

The bluff of Shell Point was about five miles west of the mouth of the St. Marks River. A few hundred acres of this bluff was surveyed by H. A. Norris in 1837. It was, at that time, "famous in that part of Florida, as well for its excellent fishing as for its invigorating and healthful air." It was said to possess great advantages for "seabathing and as a summer retreat, it is superior to any place of its kind on the coast." This survey was supposedly an outgrowth of pressure exerted upon the land company by residents in the neighborhood who wanted the bluff surveyed and lots of an acre or less laid out so that "they might purchase and thus avail themselves of the opportunity of resorting there in the sickly season." Norris stated that the situation was "delightful" with land rising from five to fifteen feet above the water and having six feet of water near the shore. He further noted that Shell Point was a long, narrow tongue of land, covered with trees, and had a road running its entire length.⁵³

Hopkins' Survey

In 1838, the Apalachicola Land Company instructed W. R. Hopkins to survey all its property east of the Ochlockonee River. In doing this Hopkins was able to use the range and township system (except for the land in the Hartfield Survey), since Goldsborough had completed his boundary line survey. It was noted that this would save a great deal of time and that most prospective buyers would be familiar with this system. Hopkins re-

53. *Annual Report, 1837*, 10-11.

surveyed the Hartfield or Wakulla Survey stating that it was largely comprised of rich hammock and pine land. There were only a few sections of poor land, these in the northeast corner. According to Hopkins there were several abandoned plantations in the Hartfield Survey "and the growth of cane in the hammocks confirms the accounts given of its extra-ordinary fertility." West of the Ochlockonee Hopkins noted that springs and sink-holes were quite common. Some of these were from fifty to 100 feet in diameter "shewing no source or outlet, and very deep, and where the sides are abrupt above and below the water, bordered with white limestone rock, and overhung with magnolia and bay trees."

In Hopkins' opinion, Ochlockonee Bay was an important part of the Purchase, and he predicted that a town would be built at the edge of the bay. He noted that the entrance to it was crooked but vessels drawing up to seven feet of water could enter, and with a little excavation vessels of ten feet draft could be admitted. Such a harbor would be one of the finest on the coast in that it would be almost completely landlocked and not too large. To Hopkins, it appeared that next to the town of Apalachicola, Ochlockonee Bay was the most important part of the Purchase. Hopkins also mentioned Shell Point, the village laid out less than a year before. In August 1837, a gale occurring at high tide placed most of the point under water drowning a number of fishermen. Hopkins further stated that "As the place is now considered insecure, it will be in bad repute for some years to come." He thought that the land company should abandon all idea of building up Shell Point until a later date.⁵⁴

Wiltse's Survey

S. C. Wiltse, an assistant surveyor probably accompanying Hopkins, made a timber inventory survey of the land east of the Ochlockonee River in 1838. According to Wiltse, "there [was] comparatively an inexhaustible quantity of the first quality of yellow pine." He also noted that "It will not be necessary to move any part of this timber more than five or six miles

54. *Ibid.*, 38-46. Of all the surveys mentioned in the present report Hopkins' is the most detailed. He gave a township-by-township account of what he saw.

in order to bring it to a navigable river or railroad; and in no case more than fifteen miles to a place whence it can be shipped to any desirable port." Wiltse further stated that steam saw mills could be constructed very readily and that much lumber could be disposed of in the vicinity of the Purchase. In his opinion, "as soon as the facts relative to the lumber advantages for manufacturing and conveying it to market are sufficiently developed, an inducement will be presented to lumbermen not to be resisted."⁵⁵

McIver and Williams' Survey

The land west of the Ochlockonee River was considered to be the worst part of the Purchase as far as agriculture was concerned.⁵⁶ It was therefore the last part to be surveyed. In 1855 and 1856, two surveyors, McIver and Williams, surveyed almost all of that territory. They utilized the range and township system and made a fairly comprehensive survey, indicating settlement and surface conditions of the area.

* * *

Although the information given by the various surveys tends to be of a general nature, several facts emerge: first, the Purchase was apparently lacking valuable mineral resources, second, with perhaps the exception of the territory included in the Little River and Hartfield surveys, the Forbes Purchase had poor agricultural lands, third, the land east of the Ochlockonee River had an abundant supply of timber - especially pine - which could be removed with relative ease, and finally, the land west of the Ochlockonee River had little potential value and was the last part of the Apalachicola lands to be surveyed.

It should be recalled that the surveys are here introduced chronologically and that by 1835, when the Apalachicola Land Company was formed, only a small portion of the total Purchase had been surveyed in detail. It is likely that the company's New York stockholders believed that a tract of land as large as the Forbes Purchase had to hold untold resources. However, the

55. *Ibid.*, 47-48.

56. The information for this section is adapted from the "Plat Book of the Forbes Purchase," bound manuscript maps, found in the Robert L. Strozier Library.

surveys proved them wrong. It is therefore not surprising that the Apalachicola Land Company was never a great success.

As an object of speculation the Forbes Purchase not only originated in a chaotic era, but was hampered for many years by uncertain title to the land. Its development was also hindered by a lack of good agricultural land as well as by competition from the United States itself, which was selling new lands in the American West at the same time the Apalachicola Land Company was getting started. After a long downhill trend the land company became insolvent, and in 1858, the company's remaining land - nearly all of the original amount with the exception of a few town lots in Apalachicola - was placed in receivership and ordered by the court to be sold to satisfy outstanding debts ⁵⁷ By 1861, the entire Forbes Purchase had been disposed of, presumably bringing only a few cents per acre. Today the Purchase is essentially a survey reference in land title descriptions.

57. *City of Apalachicola v. Lewis Curtis et al.* 9 Galbraith (Florida), 343-44 (1861).