

## CHAPTER IV

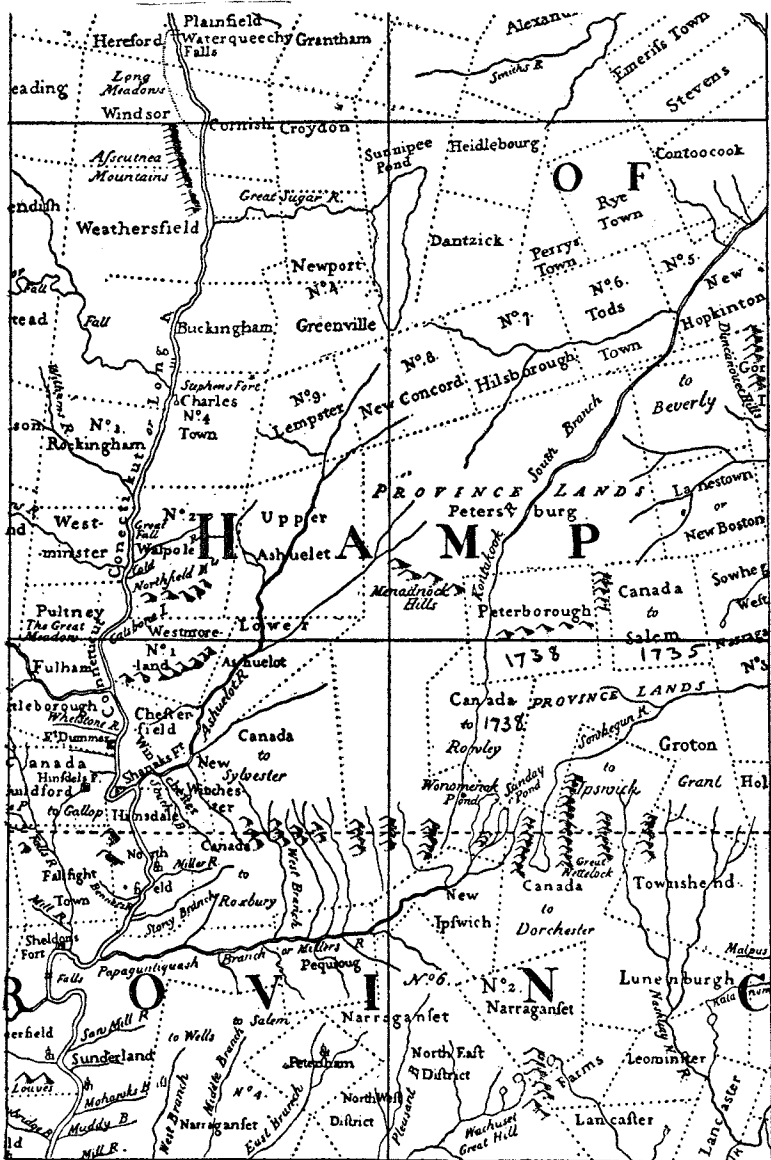
### ROWLEY CANADA AND THE MASONIAN PROPRIETORS

1736—1749

On the next page is reproduced a section of an ancient map published after the settlement of the boundary dispute. This map, covering the part of New Hampshire west of the Merrimack River and including a part of the present state of Vermont, was evidently compiled from township surveys made before 1748. Some of these townships are not drawn correctly, and not all are correctly placed, but it may be accepted as an approximate representation of conditions in the region immediately around Monadnock after the settlement of the boundary controversy in 1740. On this map the Grand Monadnock, not being within the limits of any township then surveyed, is omitted. Its true place is south of the Monadnock hills.

The dotted line south of Rowley Canada represents the newly established boundary line between the provinces, and the solid east and west line through the township of Peterborough is in the approximate position of the boundary previously proposed by New Hampshire. The name Petersburg, which appears north of Peterborough on the map, is occasionally found in early records in place of the name Peterborough, of which it is probably only a variant. Among the errors that may be noted, the names of New Ipswich and Ipswich (Canada), now Winchendon, Massachusetts, are transposed; Peterborough and Rowley Canada are not drawn in their true positions, and the latter not in its correct proportions. East of Ipswich will be noticed Groton Gore, to which reference is made in a succeeding chapter on pastures.

Among the townships delineated upon this ancient map of particular interest in our history is Rowley Canada which occupied in large part the area now covered by Jaffrey and Rindge. This was one of the several so-called Canada townships granted to the soldiers, or their descendants, who served under Sir William Phipps, a soldier of fortune and popular hero of the day, in a disastrous military expedition against Canada undertaken by the Colony of Massachusetts in 1690. The expense of the venture, which brought only loss to the colony, was first paid by an emission of paper money, which soon depreciated and became of little or no value. In the course of years the sufferers from the depreciated currency began to petition the



General Court to make good their losses. In the era of expansion during the boundary controversy, Massachusetts found an opportunity to liquidate the long troublesome debt for military service, and gain a foothold by occupancy in the disputed territory by granting townships beyond the boundary claimed by New Hampshire, particularly in territory west of the Merrimack River. In this movement speculators also saw an opportunity for profit, and leading members of the General Court did not hesitate to use their official influence in their own interest as claimants for new townships.

Most of the townships granted for the Canada service received names which compounded that of the town from which the service was rendered with that of Canada, as Ipswich Canada, represented among present-day towns by Winchendon, Massachusetts, granted to descendants of Ipswich soldiers in the Canada expedition; Dorchester Canada, in modern terms the town of Ashburnham, Massachusetts, granted to soldiers from Dorchester; and others in similar form.

In this enterprise, Colonel Thomas Berry, a physician of Ipswich, and a member of the Council, was active in securing grants of townships in the vicinity of Monadnock. In the same way the Salem soldiers were rewarded by a grant of land known as Salem Canada, now the town of Lyndeborough, New Hampshire, and named for another eminent member of the Massachusetts General Court, Benjamin Lynde.

Rowley Canada was granted in 1736 to John Tyler, Joseph Pike and fifty-nine others, either officers or soldiers in the Canada expedition of 1690, or descendants of those deceased. The grantees were nearly all from Rowley, Topsfield, Boxford and other towns in Essex County, Massachusetts, which were parts of the original town of Rowley. Among the grantees were some of the leading men of the time in public life of the Massachusetts colony.

John Tyler, a grandson of Job Tyler the pioneer ancestor of the family in America, was born in Rowley Village, afterward Boxford, September 14, 1669. He was for many years a sea captain, but after retiring from this service, lived on the homestead of his father in Boxford, near the Andover line, where he was a member and deacon of the North Andover church. The Tyler homestead remained in the family two and a third centuries, until 1885.

Joseph Pike of Newbury, born 1674, died 1757, is said by the historian of Hillsborough, N. H., to have been the first to explore the Contoocook River from its mouth to its source on Monadnock, an adventure which presumably accounted for his interest in the pro-

motion of the township of Rowley Canada. He was grandfather of Captain Zebulon Pike, discoverer of Pike's Peak, who gave his life for his country in the war of 1812.

Hon. Thomas Berry of Ipswich was a graduate of Harvard in 1712, a physician, a member of the Council many years, and active in securing the grant of Rowley Canada, New Ipswich, and other towns. Captain Stephen Peabody, who was one of the most active promoters of Rowley Canada, derived his interest in the venture from the service of his father in the Canada expedition. He lived in Boxford where the meetings of the proprietors were held. He was represented in the settlement of the township by two sons, Francis and Richard, and a son-in-law, John Hale, who married his daughter, Priscilla, one of the first women to live in the new township. The Peabody family was related by marriage to the Bridges and Perley families whose names also appear as officers or agents in the official transactions of the Rowley Canada Proprietors. Abel Platts, employed as chainman in the survey of the township, and a pioneer settler, was a grandson of Lieutenant Abel Platts, an officer in one of the Rowley foot companies that served in the Canada expedition in 1690.

The second township to be granted by the Massachusetts General Court in the Monadnock region, but the first to stake out its claim, was Peterborough, at first called Souhegan. It was granted to Samuel Haywood and others, and was described as lying east of the great Monadnock Hill. It was of dimensions then coming to be recognized as standard for new townships, six miles square, and its boundaries conformed to the cardinal points of the compass. The Massachusetts townships were laid out on the self-service plan, the grantees choosing their own location within specified limits, and making their own surveys subject to the provision that they should not conflict with grants previously made. It was a system that served its purpose in forwarding settlement at little expense, but it led to a confusion of boundaries that is apparent in the "crazy quilt" patterns in the map of New Hampshire to the present time.

Peterborough was surveyed in the early spring of 1738, and its boundaries, untouched by any previous survey, were marked by blazed trees and straight paths cut through the unbroken woods. But it was none too soon. The woods were already full of explorers looking for desirable town sites.

Rowley Canada<sup>1</sup> was granted December 7, 1736, Old Style, and not having been surveyed, it was regranted in 1738 and described

as lying "southward of the Mountain called Grand Monadnock and adjoining a Township granted to Sam<sup>l</sup> Hayward and others" (Peterborough). On November 1, 1738, Nathan Heywood, surveyor, with Ephraim Wetherbee and Abel Platts, as chainmen, took their oath to proceed according to their best skill and judgment in surveying the township of Rowley Canada. Winter was drawing near when they appeared in the woods south of Monadnock and it was midwinter when they finished their work and returned their plat to the General Court. They did not have the clear sailing enjoyed by their neighbors. On the east they were required to conform to township grants already made, Peterborough, New Ipswich and Dorchester Canada, and on the west they came in contact with the rocky waste of Monadnock. When their work was completed it was a queer figure they had to return to the General Court. It was neither oblong nor square, and, as a geometrical figure, could only be described as an irregular polygon with eight unequal sides. Moreover, when they figured the content, a mathematical problem of considerable difficulty, they found it much too large. Land was cheap and the General Court was not a stickler for accuracy, and wide margins for swag of chain and irregularity of surface were allowed; but in their survey they found an excess area of ten thousand acres or more, a small township in itself, and this they feared might be questioned. It would be exceedingly wearisome to do their work over again in the coldest part of the winter up there in the woods with no house to live in and so, to satisfy the committee by which they were employed, they looked about and found ten large ponds and "a large shrub swamp" which they reported as four miles long and a mile wide, making altogether, as they estimated, the necessary ten thousand acres of waste needed to bring their grant within the required limits. Their large "shrub swamp" was plainly that in our neighboring town of Sharon, known from that day to this as Tophet Swamp, and their ponds, if we except Monomonock as being just outside of their borders, may be named as Hubbard, Emerson, Grassy, Bullet, Pool, and Perley in Rindge, Contoocook in Jaffrey and Rindge, and Gilmore, Thorndike and Frost in Jaffrey. But when it is considered that the allowance required amounted to more than fifteen square miles, an area larger than the present town of Sharon, it is not surprising that it was regarded as a bit excessive, when submitted to the General Court.

The action of the Massachusetts General Court upon the Rowley Canada petition appears in the following record:

[Mass. Archives, Vol. 114, pp. 262-264, and Court Records, Jan. 23, 1738-9.]  
Mass<sup>s</sup> Sc. Nov<sup>r</sup> 1<sup>st</sup> 1738

Then Nathan Heywood as Surveyor Ephraim Wetherbee and Abel Platts as Chainmen personally Appearing Made Solemn Oath that in Surveying the Township Granted to John Tyler Joseph Pike and Others, officers and Soldiers in the Expedition to Canada Anno, 1690—they would proceed Accordingly to their Best Skill and Judgment therein. Before Thomas Berry, J<sup>r</sup> P<sup>s</sup>

A Plat of a Tract of Land of the Contents of Six Miles Square laid out by Nathan Heywood Surveyor & Chainmen on Oath to Satisfie a Grant made by the Great & General Court of the Province of the Massachusetts Bay, held at Boston the 24<sup>th</sup> of Novem<sup>r</sup> 1736. to John Tyler, Joseph Pike & others, that were either Officers or Soldiers in the Canada Expedition Anno 1690, or the Descend<sup>ts</sup> of Such of them as are Dec<sup>d</sup>, which Tract lieth to the Southward of the Grand Monadnuck so called, & adjoining to the Township lately granted by S<sup>d</sup> Court to Sam<sup>l</sup> Haywood &c. Beginning at a Maple Tree the North Easterly [Westerly] Corner of Dorchester Canada Township from thence running North 32 Deg<sup>r</sup> East two Miles & one Hundred poles to a Heap of Stones, Thence North 22 Deg<sup>rs</sup> East four Miles, Thence North One Mile till it meets with the S<sup>d</sup> Township granted to Sam<sup>l</sup> Haywood &c; thence West four Miles by the Said Township to the South Westerly Corner thereof, thence North by the Said Township, Three Miles & 220 poles, thence West 20 Deg<sup>rs</sup> South five Miles & 180 perch to a Wild Cherry Tree on the Southward of the Grand Monadnuck afores<sup>d</sup>, Thence South One Thousand & eighty perch; Thence East 41 Deg<sup>rs</sup> South Two Thousand five Hundred Perch, to a Heap of Stones Then North Twelve Deg; East one Mile to the Northeasterly Corner of Dorchester Canada Township being the Maple Tree first mentioned—With the allowance of One Rod in Thirty for uneven Land & Swag of Chain; And there is a further allowance within the Said Tract for Ten large ponds and a large Shrub Swamp about four Mile in Length & a Mile in Wedth—

Nathan Heywood Sur<sup>r</sup>

Exam<sup>d</sup> & Approv<sup>d</sup>, Eben<sup>r</sup> Burrill

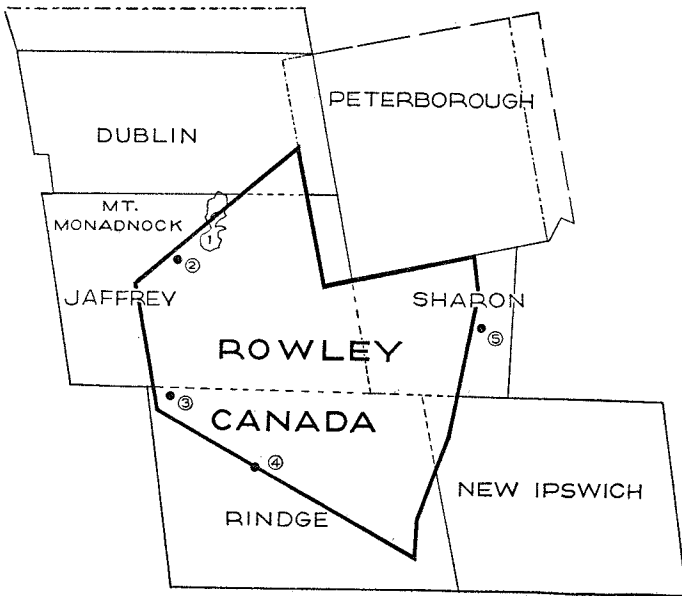
We the Subscribers Appointed a Committee to Lay out a Township of the Contents of Six Miles Square To John Tyler, Joseph Pike and others, Are of Opinion that the Allowance made in this Plat Surveyed by Nathan Haywood, and returned to this Court, being about Ten Thousand Acres is but a reasonable and Just Allowance.

Thomas Berry	} Committee
Charles Peirce	
John Hobson	

Upon the allowance called for, the Council non-concurred, and ordered it reduced to five thousand acres and the plat reformed on the spot, and a return made the following May, but it does not appear that such revision was ever undertaken.

For many years, when the early records of Massachusetts and New Hampshire existed only in inaccessible manuscript volumes, Rowley Canada was merely another name for Rindge. The original

plat of the survey, as returned to the Massachusetts General Court, is still to be found in the Archives Department in the State House in Boston, and when examined with reference to a present day map of the vicinity it plainly far overreaches the restricted area of Rindge, and its coincidence at certain points with the boundaries of Peterborough supplies a clue to its exact location. By laying a plat of Rowley Canada upon a present day map of the vicinity, drawn to even scale, and allowing for the later movement of the Peterborough township to the eastward nearly seven-eighths of a mile by Colonel Blanchard in 1749, we find the plat fitting its surroundings like a piece in a picture puzzle. As we follow its outline, we find that not Rindge alone, but five present day towns are in part included within its boundaries, and that its largest component part is supplied by Jaffrey and not by Rindge. The accompanying chart, it is believed, accurately represents its position within a few rods at all points. The first two courses from its starting point followed the old west boundary of New Ipswich. (See *History of New Ipswich*, page 20.) The right-angled notch farther north fitted the original southwest corner of Peterborough, and the strange diagonal which sheared off its north-



PLAN OF ROWLEY CANADA

1. Thorndike Pond. 2. The Ark. 3. Jewell Homestead.  
4. West Rindge Village. 5. Brick Schoolhouse.

west corner cleared it of the rocky waste of Monadnock. The long home run from the present northwest corner of Rindge was, no doubt, intended to close the survey to the maple tree, but missed its aim by a mile, an error never corrected.

It is to be borne in mind that the territory between the two parallel boundary lines on the southern border of New Hampshire, as shown on the ancient map on a preceding page, had up to this time been generally conceded by New Hampshire as belonging to Massachusetts, and the right of that province to grant townships within these limits had never been seriously questioned. But now a new complication appeared to add to the general confusion occasioned by the settlement of the boundary, in the revival of the long quiescent Masonian Patent.

#### THE MASONIAN PROPRIETORS

Simultaneously with the boundary decision, the Masonian title, after various legal twists and reaffirmations, had come into the possession of John Tufton Mason of Boston, great-grandson of Captain John Mason, the original patentee. The new owner, an army officer with no taste for legal and political entanglements, offered his claim to New Hampshire at a nominal price, only to have his good intentions ignored. What was the use, the New Hampshire lawmakers inquired, in paying for something they already had? But Mason soon found a customer with a more adequate conception of the prospective value of his claim in a company of prominent men in Portsmouth and vicinity, closely connected with the government of the province, to whom he sold his legacy for fifteen hundred pounds, at the same time retaining a share as a member of the company.

It had been made a condition of the boundary settlement in 1740, that change of jurisdiction should not affect land ownership, and with this understanding the Proprietors of Rowley Canada, as they afterward expressed it, "rested easy" in the assurance that title to their land was not affected. The Masonian Patent, however, was a land grant itself, without powers of government, and its entire value consisted in the profit to be derived from the sale of the land within its limits. When this was realized, consternation reigned in the Massachusetts townships, and Rowley Canada and many others petitioned the King for annexation to Massachusetts, but found their petition ignored and their lands soon after claimed by the owners of the Masonian Patent.

The legal process by which the new owners derived their title was

summarized by Judge Joel Parker in his Centennial address at Jaffrey, in August, 1873, as follows:

1. The right of the Crown of Great Britain by discovery.
2. The grant of a portion of New England by King James I to the Council of Plymouth, England, in 1620.
3. The grant of the Council to Captain John Mason of Hampshire, England, who named his estate New Hampshire.
4. Devise by Captain Mason to his grandson, Robert Tufton, who thereupon took the surname of Mason.
5. Thence by descent as an entailed estate to Captain Mason's great grandson, John Tufton Mason.
6. Then, after a recovery, conveyance by John Tufton Mason to Theodore Atkinson and eleven associated thenceforth known as the Masonian Proprietors.

At first the purchase was divided into fifteen shares, of which Theodore Atkinson owned three, Mark Hunking Wentworth, two, and Richard Wibird, John Wentworth, John Moffatt, Samuel Moore, Jotham Odiorne, George Jaffrey, Joshua Peirce, Nathaniel Meserve, all of Portsmouth, Thomas Wallingford of Somersworth, and Thomas Packer of Greenland, owned one share each. The number of shares was afterward increased to eighteen, and nine new members were added, some of whose names are already familiar to us from their activities in the boundary settlement. The new members were, John Rindge, Joseph Blanchard, Daniel Peirce, John Tufton Mason, John Thomlinson, Matthew Livermore, William Parker, Samuel Solley, and Clement March.

Here was a remarkably able and resourceful company of men of such ample means and social and governmental connections as made it possible for them to deal effectively with the complicated problems affecting their new possessions. Among them were prominent men of the province, king's councilors, speakers of the assembly, and justices of the court. Furthermore, they were nearly all related by family ties and acted together in a way that made them paramount in the business and governmental concerns of the province. They prudently abandoned claim to the thickly settled portion of their domain by quitclaiming to the inhabitants their interest in sixteen towns in the eastern part of the province, and gave their attention to the wide uninhabited or sparsely settled portions in the north and west. There was plenty of land on the border, and the border not having been authoritatively established had a flexibility much to their advantage. They made and dealt in townships, and the imprint of their power remains in the boundaries and names of the dwelling places of untold thousands who have lived in New Hampshire.

## COLONEL JOSEPH BLANCHARD

The scarlet-coated grandees of Portsmouth were no woodsmen; they needed an out-door man to manage their estate, and they found him in the person of Colonel Joseph Blanchard, former scoutmaster and mighty man of valor in the Indian wars. He lived in Dunstable, now Nashua and thereabout, and he knew, what his old compeer, Jabez Fairbanks, called "them woods," from Merrimack River to Monadnock like a book. Moreover, he was a land surveyor and knew how to stake out townships on the spot. The Lord Proprietors made him one of their company, it is surmised, more for his practical knowledge than for his society. He was their field agent and geographical board. When he appeared in the orphaned Massachusetts townships he was as welcome as an epidemic of smallpox. Behind his back his authority was at first questioned and it was complained to the proprietors that he was acting out "of his own head." He threw on opposition, trouble was his meat and drink. It was his first business to intimate, not always in the most diplomatic language, to the proprietors and settlers of the townships beyond the Merrimack, that their real estate, however they came by it, was now the property of certain gentlemen of Portsmouth and vicinity, known as the Masonian Proprietors, of whom he was not the least in authority. In the following letter we have a glimpse of the man and an outline of the plan he proposed to pursue in dealing with the situation before him.

The venerable Society of Mason Hall—

Gentlemen—

In pursuance of your desire I have proceeded to measure the Lands directed to make Settlement on, and find enough for five townships: have not time to transmitt you a plan but shall Send it next week I have Wrote to the Prop<sup>rs</sup> Clerk of Groton and the Prop<sup>rs</sup> Clerk of townshend, Intimating y<sup>e</sup> Authority you gave me, Particularly that at my Discretion I was to Admitt Inhabitants, and if they inclined to Setle I should Accommodate them as far as I Could in faithfullness to my trust provided I had their Answer in twenty days to the Same purpose I have Wrote Coll<sup>o</sup> Berry one of y<sup>e</sup> Principal Prop<sup>rs</sup> of New Ipswich & to Severall of the Prop<sup>rs</sup> [Settlers] of Rowley Canada desireing them to Communicate it to their prop<sup>rs</sup> Desireing a positive Answer—This has Sufficently Allarm'd the vicinity, And Application has already been made for twice the Quantity of Land you left with me to Dispose of All the Inhabitants of New Ipswich And Rowley Canada (both of which fall within my Diocess) have Applied to be Continued as Setlers under Your Conditions And many others of y<sup>e</sup> Prop<sup>rs</sup> of each town, I apprehend I Shall Quietly Succeed, unless Coll Berry be Poutey & Sullen on Behalf of New Ipswich, Which Since I have entered upon it Desire under your directions my Liberty may be Continued to Setle with him, or Any Others that Shall be Obstinate: I can readily Compound that the Eighteen

Shares proposed As Owners [shares] to Draw one third of Each town Clere, have proposed to Equalize the towns Quantity for Quality, And the Setlers to Draw lotts which towns to fall into, a Sufficient Sum of money Advanced on entrance to pay the Charge of Survey Roads a Meetinghouse and for preaching the first Six months to begin the Settlement next June at furthest if peace In Six months from Drawing their Lotts to have Housen built and Inhabit there, and so to make a progressive Improvement for four years Stating a Certain Quantity for each year & for them by Indenture to your Lordships on failure at any time of any part to Surrender the Whole under a Sufficient Penalty: by the Same Indenture to pay by the Setlers all town Charges, untill Your lotts are Improved and so fait them to become Chargable According to the Incombe; In Case a Lawsute Should Arise from Other Claimers you to be at that Charge, (which I had not your Speciall Authority for) excepting that your Quitclaim to be their title with Severall Other Contingent Articles of Duty on their part which all who have Applied readily Concur with—if this be not Acceptable or anything further Occurs to your minds for my Direction you may Write by Cap<sup>t</sup> Goffe & may be Assured of my faithful Compliance I have Likewise proposed An Injunction that they Joyn with the non Setlers in Applying to the Gov<sup>r</sup> & Council for an Incorporation And as soon As I have Answer from the Massachusetts Claimers Shall fill up the lists of y<sup>e</sup> Severall Towns—

The Writings I am not Capable of forming, shall depend on them being done at Portsmouth.—The prop<sup>rs</sup> of Souheegun West, [Amherst] Since I was at Portsmouth have Divided their Com'ons & I hear bid Defiance to your Title, if no Notice be taken of them I apprehend it will have An ill effect p'haps create you a Squable with many other towns, and your Setting up your Bristles early might put an end to it. (but as to y<sup>t</sup> you know best what to do.) I have Nothing to add but Wish you Success in the Affairs before you And rest Y<sup>r</sup> Hum<sup>l</sup> Ser<sup>t</sup> at Com'and

Joseph Blanchard

Dunstable Nov<sup>r</sup> 30<sup>th</sup> 1748.

To the Hon<sup>l</sup> Theodore Atkinson Esq<sup>r</sup> moderator &c please to Com'unicate the aforewritten

Y<sup>rs</sup> ut Supra J B—

(N. H. State Papers, Vol. XXIX, p. 233.)

In his reply to Colonel Blanchard's letter, Theodore Atkinson stated, December 3, 1748, "we greatly approve of your Scheme & ye Progress you have made and hereby give you full Power of agreeing with any person of note that can be Serviceable in Securing ye Peace & Quiet of the Settlers either in new Ipswich or other Town . . . ." (*N. H. State Papers*, Vol. XXVII, p. 63.) In these instructions the power to agree *with persons of note* seems to have been of special importance.

With the ample authority here given for the purpose, Colonel Blanchard, with energy and dispatch, set about the rectification of the geographical lines of his "Diocess." To get rid of the useless slips and gores between the Massachusetts townships he chipped a

bit here and added a bit there. He found a slip of nearly a mile between the New Ipswich southern boundary and the province line. He set upon the township like a cataclysm and made it "shut" to its proper place on the province line. This movement added an equal space to another slip between its northern boundary and Peterborough, known as Peterborough Slip, but was of insufficient width to make a symmetrical township. To gain more room, he sliced a mile in width from the north side of New Ipswich, reducing it to five-sixths of its former area, and in the space so gained he laid out the new town of Peterborough Slip, now Sharon and Temple. In place of the sprawling Rowley Canada he saw in his mind's eye room for five townships, but upon measurement he found it a close pattern to fit one of his new townships between Peterborough west line and the rocky waste of Monadnock. No one township should bear all the mountain land, and, as there was east of Peterborough another waste space on Pack Monadnock Mountain, he set his shoulder against the Peterborough township and pushed it over nearly a mile on to the rocky slope of the mountain. By so doing, he stirred up a hornet's nest that made the wilderness vocal for years afterward. John Hill, Clerk of the Peterborough Proprietors at this time, offered a strong protest against the indignity. He could see no reason why "Colonel Blanchard thro'd the town so much farther east which was a great dammage," and neither could he see "for what reason he shou'd take of so Much of the Best of the town." There is a little story here that shows how the Peterborough men got even with the grand gentlemen of Portsmouth. The Masonian Proprietors had quitclaimed the township of Peterborough to its former owners on condition that a plan should be made and they should be assigned thirty-four hundred acres exempt from all charges and as good in situation as the average of the township. For several years they called in vain for their plan and allotment and, when after much wrangling it came, they found that every acre reserved for them was up on the rocky side of Pack Monadnock in Colonel Blanchard's eastern extension. But that is a Peterborough story.

In a letter upon the progress of the Masonian agents in dealing with the situation at this time, written by Daniel Pierce of Portsmouth, to John Thomlinson of London, it is stated that settlement had been made with all the Massachusetts towns on a basis of one-fourth to one-fifth reserved "Except to a Town farr up called Rowley Canada who still keep off."

Of the obstinate spirit here ascribed to Rowley Canada there is no

supporting evidence. It is belied by Colonel Blanchard in his letter to the Society of Mason Hall, in which he stated that "all the Inhabitants of New Ipswich and Rowley Canada (both of which fall within my Diocess) have Applied to be continued as Settlers under Your Conditions." There is still on record in the archives of the two states of New Hampshire and Massachusetts, abundant evidence that Rowley Canada complied in good faith with every condition imposed by Colonel Blanchard for its continuance as a township under the Masonian authority. In conference with the agents of the township, Colonel Blanchard had incautiously informed them that if their township was outside of the Masonian limit of sixty miles from the sea, no claim would be made to their territory. Upon this assurance they immediately appointed a committee to make the necessary measurement with results to which no consideration was afterward given. The committee returned the following report:

Andover, April 3rd, 1750.

We ye Subscribers being appointed by a Committee chosen by ye Proprietors of Rowly-Canada Township to go in ye capacity of surveyors & run a line from three miles from North of Black Rocks in Salisbury, sixty miles due west, have so done & find that Sixty miles extends one mile & a half into sd Canada Township.

Saml Johnson, jun  
Moody Bridges.

N. B. We have neither of us any interest in sd Township.

Having complied in good faith with the conditions imposed by the new proprietors, and finding that all but a small portion of their township was, as they supposed, outside the control of the pretended new authorities, they "rested easy" until they heard that their township, or the territory it occupied, had been "granted by Colo Blanchard to People who were not of Rowley Canada," and, notwithstanding their previous conferences on the subject, they were denied all right and interest in the township to which they had devoted great expense and ten years of labor. So far as appears from existing records Rowley Canada was, in fact, the only Massachusetts township in Masonian territory to which terms of settlement had not been offered, including the reservation of individual holdings and the continuance of its grant under a New Hampshire charter. Rowley Canada appears to have been as forward in settlement as other towns in the vicinity. Its expenditures and accomplishments were certified by men of character and apparently were never questioned. The occasion of the manifest animus against the township is probably to be found in its ungainly proportions, and its obstruc-

tion of Colonel Blanchard's vision of new and more symmetrical townships in the territory it occupied. His services, as agent of the proprietors, were largely paid in land and township rights, consequently the more townships laid out the more profit for himself and the proprietors. Moreover, no better subject for a necessary trial of title which should guarantee the rights of soil to the new grantees, could be found than the old township itself. Under such conditions, in the summer of 1749, the outlines of three townships, named for the adjacent mountain, Monadnocks No. 1, 2, and 3, were staked out and granted to new proprietors.

#### THE TRESPASS CASE

It seems to be the verdict of history that the Masonian Proprietors were generally fair in their dealings with the Massachusetts townships that fell to their charge. Peace and quiet of the settlers was of the utmost importance to their success in carrying out their purposes. That an injustice was done to the proprietors and settlers of Rowley Canada was due to force of circumstances rather than any animosity or injurious intent on the part of the new proprietors. "As a rule the Masonians were ever ready to hear complaints and grant redress; and they generally succeeded in allaying the contentions that were incident to existing conditions." (*N. H. State Papers*, preface, Vol. 23.) They had, however, covenanted with the grantees of all their townships that there should be a "tryal of title carried if need be to the King in Council," and it was important that this case, when it came, should be decisive. They would in one action obliterate all those pending claims under former Massachusetts grants that were clouding their titles and holding back settlement. They must find a scapegoat to bear the "rap," and Rowley Canada exactly suited their purpose. It was in the way of progress and should be cleaned up regardless of consequences. They had given it a cold shoulder all along, and when the time came they struck without warning.

At a meeting of the Masonian Proprietors, held at the house of Ann Slayton at Portsmouth, July 21, 1751, it was voted "that an action be forthwith commenced and carried on at the charge of the Proprietors to final issue and Judgment in law against any trespasser or trespassers who shall have entered upon any of the shares or Rights of Proprietors or any who hold under them in South Monadnock No. 1, or Middle Monadnock No. 2, in the name of any person to whom any lot has been severed and set off, etc." The two townships

named were those recently laid out upon the territory of the previous township of Rowley Canada. Under this vote action was taken in September, 1751, nominally in defense of the title of Samuel Johnson, Jr., who the previous year had assisted Moody Bridges, then or later of Rowley Canada, in measuring the line from the Atlantic Ocean to the Rowley Canada township, and had at that time certified that he had no interest in the township concerned. It now appears that by luck or design he owned lots in the new township of Monadnock No. 1, covering the homestead on which Abel Platts had settled many years before under the grant of Rowley Canada. At this time, Joseph Platts, living on the former homestead of his father, Abel Platts, was selected as the trespasser upon Masonian territory to be prosecuted in the trial of title. In the light of circumstances then and thereafter, the surmise is hardly avoidable that the ownership by Samuel Johnson of draft number 54, covering lots 9 and 10 in range 4, on which the alleged trespass by Joseph Platts took place, was merely nominal and was arranged to suit the purposes of Colonel Blanchard in his projected trial of title. There was a momentous issue on trial from which only one result could be accepted by the Masonian Proprietors. If it failed, no man's title in all their newly granted townships would be secure. And besides, there would be damage suits without end from the holders of township rights that Colonel Blanchard as agent of the proprietors had so freely granted. It is true that in the settlement of the boundary dispute between the provinces it was made a condition that change of jurisdiction should not affect individual ownership of the land. But on this issue the Masonian Proprietors claimed that their patent was itself a land grant of earlier date than any made by Massachusetts, and though the Rowley Canada proprietors had measured the distance from the sea and found that their township, except a small corner, was beyond the sixty mile limit of Mason's patent, yet care had been taken by the proprietors that this point should not be judicially determined until they had become securely entrenched in such boundaries as they might consider desirable.

In preparation for the trial voted at Ann Slayton's Tavern, neither time nor expense was spared. The Court with one of the Masonian Proprietors, Joshua Pierce of Portsmouth, sitting as a judge, was bound to be friendly. The case was well selected, as the Plattses, father and son, having lived on the lots now numbered 9 and 10 in range 4 of the Masonian township, had been at work on the lands in question, with some seasonal interruptions, for ten years or more,

and of necessity, having no valid title, must have caused damage by their so-called improvements, that any reasonable jury must recognize.

A deposition by Francis Peabody and Hubbard Gould, who went to work in Rowley Canada in 1742, proved that Abel Platts had already cut wood and timber on the lots where the trespass was claimed, and had sold hay to the deponents on which their horses were fed while they were at work in the township. An important committee was at this time chosen "to go to said number one and examine what lots had been trespassed upon and by whom and make return of such their Enquiry forthwith unto Joseph Blanchard Esquire in order for prosecution . . ." It was also "voted that Joseph Blanchard Esqr be paid all his reasonable charge he shall be at if any in attending the prosecution of any action and anything he shall do therein." Among the prominent persons on the investigating committee was Robert Fletcher, Jr., township surveyor, who was engaged to make a plan showing the lots trespassed upon. The cost of the committee's service is recorded as seventy-four pounds and five shillings, but unfortunately no report of its findings or Surveyor Fletcher's plan of lots can now be found. From Masonian Papers in possession of the New Hampshire Historical Society, the following facts relating to the trial have been obtained.

On the eighth day of August, 1751, in full legal phraseology, a warrant was issued for the arrest of Joseph Platts on which the following endorsement is found:

August the ninth 1751 By Virtue of the within Precept I have taken the Body of the Within Named Joseph Platts and have taken Mr. Benjamin Bellows his Baile

p<sup>r</sup> Thomas Parker  
Und<sup>r</sup> Sheriff

And the said Joseph Blanchard comes into Court . . . [record illegible].

N. Perryman his attorney  
M. Wentworth Clerk.

The case against the defendant, Joseph Platts, was heard before three justices, Daniel Warner, Joshua Peirce, and Joseph Newmarch, Esquires, September 5, 1751. The complaint of the plaintiff, Samuel Johnson, Jr., recited that "About the seventh day of August instant [1751], with force and arms, the defendant Joseph Platts entered into and upon a certain close of the plntf and in his possession containing one hundred acres of land more or less, within the bounds of a certain tract of Land Equal to five miles square or thereabouts Lying and being within our said province of New Hampshire, but not within

any town parish or Villa . . . granted by the props . . . to Solomon Stewart and others . . . said close being the lot numbered nine in the fourth range & did cut down and destroy 100 cocks of Grass of the Plntfs and in his possession standing and growing within the close aforesd of the quantity of one hundred weight and each cock when hayed and dry of the Value of ten pounds . . .” Here was the extraordinary charge that hay on the stump in the new township of Rindge, then Monadnock No. 1, was worth ten pounds a hundred weight or two hundred pounds Lawful Money a ton. It was also complained “that about the last day of April last past” the defendant Platts in like manner “entered another certain close of the Plntf containing 100 acres . . . &c in no town parish or Vill but within our province of New Hampshire as aforesd, being the lot numbered ten in the fourth range, . . . and did then and there cut down fell and Destroy twenty Beach trees of sd Plntf then and there standing and growing of the value of twenty shillings each tree and Erected an House on sd close to his Damidge five pounds and other Innormities the Defendant then and there did and perpetrated against our peace and to the Damidge of the said Sam<sup>l</sup> Johnson as he saith of the sum of fifty pounds . . .”

Here was a case where the law and the evidence, not to say the Court, were all on the side of the appellant, Samuel Johnson, whose interests were ably prosecuted by the best legal talent available to the Masonian Proprietors who had specially selected this case as “tryal of title” to serve as a basis of further grants of territory under their authority and as a guarantee of title to the lands granted previously in their name. The case was argued and submitted to a jury whose sense of justice seems to have outweighed their respect for law. Like sensible men they could see no “Innormity” in one hundred cocks of hay grown where there was wilderness before, and, to the consternation of Colonel Blanchard and the Proprietors as well as the Court, they brought in a verdict for the defendant, Joseph Platts, with cost of court against the plaintiff Johnson. But of course such misplaced verdict could not stand. The jury were no doubt misled by evidence that the hay cut down and destroyed, and the “House built” and “trees felled” amounting to damage to the plaintiff, as he claimed, of fifty pounds, were nevertheless the fruits of ten years or more of hard labor of the Plattses, father and son, on land to which they held title which they supposed to be good and sufficient. But the period of rejoicing of the defendant was short. The case was immediately appealed to the next term of the

Superior Court, with William Parker, Esq., retained attorney for the Masonian Proprietors, holden in the sum of five pounds, with Jonathan Shaw and I. Dam as sureties "That the plaintiff prosecute his appeal against the Defendant at next Superior Court of Judicature with Effect . . . and pay all cost and Damidge."

The second trial, after protracted delay, was called in the Superior Court on March 12, 1754. At this time it was amply shown by various affidavits secured by Joseph Blanchard, and the testimony of credible witnesses, among them Francis Peabody and Hubbard Gould, that the Plattses were trespassers against the law in the fact that as early as 1742 they were at work on the lots now of Samuel Johnson, or in the language of the plaintiff, were committing damage upon the close in question by cutting down trees and raising hay on which the witnesses, Peabody and Gould, kept their horses in the place named. Among other witnesses, Thomas Parker, the under sheriff, who made the arrest, and Benjamin Bellows, who was the surveyor of the township, testified that Platts acknowledged that he cut the trees in question and built the camp denominated a "House" in the complaint against him. Jacob Gould and Phinehas Stewart testified that they worked for Joseph Platts on the lots in question and saw him cut down trees to the number of ten or more, some of which were one foot or more in diameter. Evidently there was no tendency to exaggeration on the part of any witness. Benoni Boynton and Thomas Dutton, both of Lunenburg, likewise testified by affidavit that five or six years before "at a place called Rowley Canada they saw Joseph Platts att work on some land" but cautiously added "We Can Not tell whether It be In the Lott that Samuel Johnson Junr Cla[i]meth or No but it was near to Platts old Camp where some land was fenced in."

Here was unmistakable evidence of trespass that could not be evaded. Even the defendant virtually admitted it. The prosecution was not vindictive. All it wanted was a favorable verdict with nominal damages. The jury rendered such a verdict. According to the record:

Superior Court Mar 12, 1754 Jury find for appellant v. Joseph Platts appellee ten shillings damages and cost of Court. Appellants Bill £ 69:19:6

Here the verdict was light but the costs were disastrous, as appears in the statement of Abel Lawrence as hereafter given. Judgment and execution on the case were rendered on the 25th of March, 1754, and the unfortunate defendant, unable to meet the costs of court, was waited upon by Lieut. James Stevens of Portsmouth, an officer of

the law, and safely conveyed to the Portsmouth Gaol to muse over his unhappy fate until some mysterious providence should come to his release. The proprietors' record of the case closes with a vote to "pay Lieut James Stevens twenty-five pounds, Old tenor, for his extraordinary service in serving an execution on Joseph Platts."

The final action resulted according to its intent, as appears from a petition of Hale and Bridges on behalf of the Rowley Canada settlers for clemency and justice, in which it is recited (*Masonian Papers*, Vol. 7, p. 147),

That soon after Colo Blanchard made the Aforesd Grant [Monadnock Townships] An Action was Commenced by one of the proprs of sd New Grant Against one of our Settlers sd Rowly Cannada in which Action Judgment went Against us & Execution Terminated in the Imprisonment of sd proprietor which put a Stop to the Settlement of Rowly Canada and it hath not been in our power to Recover any Consideration of the New Grantees for our Labour in bringing forward Settlements aforesd. But they begin to enter into the Houses we have built & Improve the Lands we have Clear'd Notwithstanding they Neglected Settling till years after the Time Limitted for Settlement was Expired . . .

Further light upon this case, which effectually obliterated the claims of the Rowley Canada proprietors and settlers, is found in the statement of Abel Lawrence of Groton, a reliable witness and one-time member of the Massachusetts General Court, in a later appeal to the Massachusetts Court by the aggrieved parties, for redress for their losses sustained under their charter granted by that Court. In this statement the name of Josiah Ingalls is also found, a most respectable man and deacon of the church who had likewise been found guilty of trespass in "cutting one hundred trees and other enormities" on land which he supposed was his own.

#### STATEMENT OF ABEL LAWRENCE

In Compliance with your Desire that I would Committ to Wrighting the Principle Facts I recollect relating to Joseph Platts Abel Platts and Josiah Ingalls Sufferings and losses on account of their lands in Rowley Cannada being Taken from them by the Propriators Claiming under Jno Tufton Mason Esqr in the Province of New Hampshire—I have to inform you that I am Knoweing that Abel Platts, Joseph Platts and Josiah Ingalls, with their families were some of if not ye very first Settlers in that Township under the Grant of this Province [Mass.] that Each of them [made] Considerable Improvements and have Considerable Buildings on ye same—that Since the Claimers from ye side of New Hampshire Entered on the Township and possessed themselves of the Greatest Part of it Abel and Joseph Platts kept possession of their farms for Sundry years after and Even Until the titles of those lands were settled by a Judgment of the Superiour Court of the Said Province of New Hampshire against said Joseph Platts, and he was Ejected out of the Possession of said Lands and not being able to pay the charges was Imprisoned in Portsmouth Goal, if I mistake not more

than Six Months when he was relieved by the help of his friends—That about this time I purchased a Right in Said Township from those who held under Mr. Mason which happened to be a part of the Same lands which Mr. Ingalls had improved by Virtue of the grant of this Government—Which lands I have since Sold Said Ingalls—Now being a Propriator under Mason was Chosen Clark for ye Propriators of Said Township & Served for them Several Years—and am Certain that nither Abel Platts, Joseph Platts, nor Josiah Ingalls, nor Either of them were Ever favoured or Even had in that township; (I never heard they had in any other) any allowance or consideration for their losses Either from New Hampshire or this Province, I am also Knowing to the Platts' Living on those Lands when Fitch's Garrison fifteen Miles on this Side (Ashby) was Taken Two Soldiers kild & Fitch and family Captavated (July 5, 1748) I have heard the Petitions red think the facts are true & that they are no ways Exaggerated and that the Petitioners are among the Greatest Sufferers occasion by the running of the line, &c, &c, &c—I am Gentlemen your Most obedient Humble Servant—

(Signed)

Abel Lawrence.

(Mass. Archives, Vol. 117, p. 619.)

With this action ended the trial of titles and the name of Rowley Canada disappeared as a contributing factor in the history of New Hampshire. It is small satisfaction to know that after the proceedings were over, and Platts was out of jail by help of his friends, the case was "fixed up" in the interests of peace and quiet so that he went back to his homestead and there ended his days, August 25, 1817, at the age of 91.

Upon the decision of the New Hampshire court, the grantees of Rowley Canada were no longer a troublesome factor in the affairs of the Masonian Proprietors. They continued, however, to hold their organization under their Massachusetts charter and, in 1765, with a long statement of their losses and grievances, they appealed to the Massachusetts General Court for relief. (Mass. Archives, Vol. 118, pp. 109-10.) It appeared by their statement that they had expended upwards of two thousand pounds in bringing forward the settlement of the township; that they had built roads, a saw and corn mill, and had hewed timber for a meeting-house, besides clearing fields and building houses and barns, before their holdings were seriously threatened by change of government and claims of Masonian Proprietors. During this period they had been interrupted, in 1744, by an Indian war, but soon after had returned to the scene of their labors and continued the work of settlement until obliged to desist by the action of the New Hampshire courts. In response to their complaint they were granted by the Massachusetts Court in 1765, a township in Maine, then under a Massachusetts charter, in place of their lost township of Rowley Canada. The new township was

accepted and surveyed in the fall of 1766. It was laid out in lots largely under the supervision of Richard Peabody and Moody Bridges, both of whom had been proprietors and active promoters of Rowley Canada. It was named Bridgton in honor of Moody Bridges, and is today a prosperous Maine town. In 1777 the proprietors removed their records from Boxford to Bridgton, where on October 2, 1780, the house of Enoch Perley, then clerk of the proprietors, was burned and with it, to our inestimable loss, "all the records of past proceedings of the proprietors."

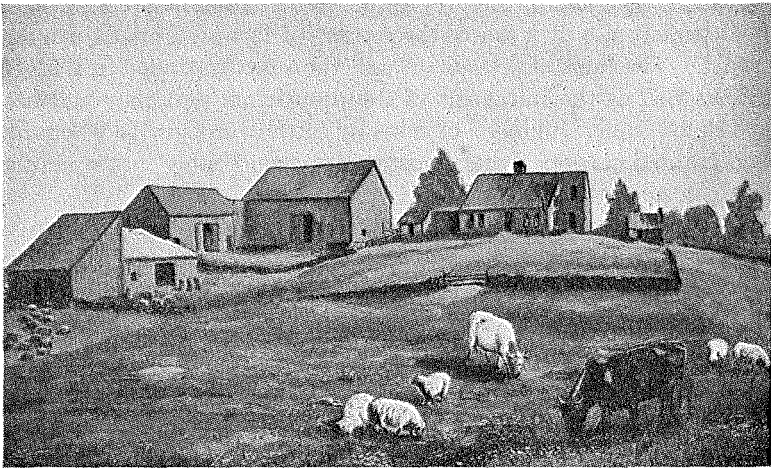
#### SETTLERS

Owing to the loss of the proprietors' records the names and places of settlement of only a few of the settlers of Rowley Canada can now be told. The facts of settlement and the sums expended in the venture, as well as the statement of the proprietors that they had been sued in a "Great Number" of cases by settlers or those to whom had been granted settlers rights, indicates a considerably larger number than can now be named.

Abel Platts was probably the first settler. He had been employed as chainman in the original survey of the township and had begun the labor of clearing before 1742, the year above stated as the beginning of settlement. This is proved by an affidavit of Francis Peabody and Hubbard Gould in the Platts case, that when they went to work in Rowley Canada in 1742, they kept their horses on Abel Platts' hay, which must at least have been cut the season before, and that they saw him cut wood and timber where the trespass was said to have been made. Abel Platts was the Daniel Boone of Rowley Canada. According to tales repeated in Rindge down to the period of the Civil War or later, hunting bears and Indians was his favorite pastime. Stories that bore a remarkable resemblance to that of Lovewell's Pigwackett fight were told about Platts' exploits in battles with the "black ducks," as he called the Indians, in the woods around Monomonock Pond. These stories are briefly referred to in Stearns' *History of Rindge*, but to our sorrow, not with the particularity and vividness of portrayal of which the gifted author was capable. Abel Platts' place of settlement was the so-called Goddard farm near Rindge Center Village. Seeming to prefer pioneering to the settled occupation of farming, he gave this place to his son, Joseph, and in middle life began another clearing near Pool Pond. The story of Joseph Platts is sufficiently told for our purpose in the account of his martyrdom in the "tryal of title" of Rowley Canada.

At this period Lunenburg, Massachusetts, then including Fitchburg and parts of Ashby, served as a base of supplies and place of refuge in emergencies of war and weather to many of the settlers of Rowley Canada, and it was to this place and to the old home towns that they fled—all but Abel Platts—when Indians appeared in 1744.

Among the best known of the Rowley Canada settlers were Francis and Richard Peabody. By his own statement, Francis Peabody, then twenty-one years of age, and a young neighbor from Boxford, Hubbard Gould, came to work in Rowley Canada in 1742. It is probable that his brother, Richard Peabody, made the venture at



RICHARD PEABODY'S SETTLEMENT

the same time, and with them came John Hale, also of Boxford, who married Priscilla Peabody, sister of Francis and Richard. John Hale, in a petition to the Masonian Proprietors (*Masonian Papers*, Vol. 7, p. 148), stated that he bought a settler's right in Rowley Canada in 1742, and that before his title was contested he had cleared thirty or forty acres of land and built a good house and barn. His place of residence, as will appear, was on the farm now owned by George O. Turner; and that of Richard was on Peabody Hill, still so called, where he had "2 Contiguous 80 Acre Lotts," of which he had had quiet possession for more than twenty years and had improved by clearing more than sixty acres and building a good house and barn. (*Masonian Papers*, Vol. 7, p. 149.)

A faint tradition mentioned in Cutter's *History of Jaffrey*, and

referred to in Ainsworth's letter to Dr. Belknap, in 1790 tells of the settlement in the south part of Jaffrey in 1750 by Moses Stickney, Richard Peabody and eight others, and undoubtedly refers to the Rowley Canada settlement of earlier date. Moses Stickney was a brother-in-law of John Hale and lived on or near the Hale homestead. Another of these settlers was probably Joel Russell, traces of whose habitation are still pointed out near the town line and not far from the farm now (1932) occupied by Will M. Cutter. Francis Peabody, who was connected with the community as late as 1752, owned land adjoining that of his brother, Richard, along the present town boundary, his homesite being probably that known as the Mann place, now abandoned. Upon the loss of the Rowley Canada title and the dispersal of the inhabitants, Francis Peabody set out upon a new adventure which fixed his name in perpetual remembrance as the founder of the present province of New Brunswick. The attractions of that section, then a part of Nova Scotia, had become known in New England through military expeditions to that region when in possession of the French, and following the conquest of Canada by the English in 1760, Francis Peabody and associates appealed to the King for the grant of a township fourteen miles square, near the mouth of the St. John River. The following year they set sail from Newburyport, Massachusetts, with a full equipment of tools and supplies for clearing the wilderness and building homes. On reaching their desired haven, they found that the region had been devastated by a tornado which left the forest in a hopeless tangle that defied their efforts at settlement. The following year they built a boat and with great labor worked their way up the river to the site of the present city of Fredericton, the capital of the province, where, upon being warned away by Indians who appeared in great numbers, they dropped down the river a few miles and began settlement at a place at first called Peabody, but now named Maugerville. In New Brunswick, Francis Peabody was the first collector of customs on the St. John River, and was a leading citizen of the province to the end of his life. In 1764, Francis Peabody, "Inhabitant of St. Johns River Nova Scotia [New Brunswick] appoints his brother Richard Peabody attorney to sell lease &c lands in New Hampshire, also lands in company with Thomas Perley . . . and to settle all my concerns in a Township called Rowley Canada . . . respecting the claims of the Props. of Mason's Patent."

In the part of Rowley Canada now Rindge, Ezekiel Jewett of Boxford had settled on lot No. 50, as then laid out, and before 1753 he had an "orchard," which could not have been the growth of a single

year. In 1759 he married Hannah Platts, daughter of Abel Platts, his neighbor. The home of his bride was about a mile distant from his own, and on the opposite shore of Pool Pond. After their marriage ceremony, which was performed in Hollis, the journey to her new home from the parental residence, as related in the *History of Rindge*, was made in a log canoe across the pond and by marked trees through the forest. Her parents presented the young wife with one chair and one bed; her husband furnished a few rude utensils and five army blankets and with these conveniences their married life was begun. Their first baby was born in the month of April, and their store of maple sugar having been made, the sap trough was used for a cradle, in which the dreams of the infant were presumably sweet. They prospered in their primitive home and acquired a considerable estate, besides a fair share of the comforts of life. They had a family of eleven children, all of whom lived to maturity and attained a good degree of success in life. The Jewett homestead was on the fine hill overlooking Pool Pond in Rindge, now the summer residence of Miss Mary Lee Ware.

A statement of actual assessments upon the proprietors' shares of the Rowley Canada township, certified by Thomas Perley, Proprietor's Clerk (*N. H. State Papers*, Vol. 24, p. 290) affords confirmation of statements in several petitions cited in regard to expenditures made and results attained in the settlement of the township. The first assessment of record, dated February 1, 1738, was for 3 pounds, 18 shillings, 6 pence, on each of sixty-one shares, "To Defray Charge of runing the line Round the Township and Marking the same and Vewing for first Division of lots etc." In this charge, the heaviest recorded, is probably included the cost of building a fence around the township as mentioned in a petition on a following page. As the boundary of the township was by survey thirty-two and three-fourths miles in length, this seems an incredible statement, but as we are reliably informed that it was actually done in other townships, it is here accepted as a fact on the supposition that the structure was no more than a pole fence of a temporary character. Another important assessment of one pound, old tenor, was made January 26, 1742/3, upon sixty-one proprietors' shares, as a gratuity "To him that shall build a sawmill in sd Township." The mill was immediately built, probably by Josiah Ingalls, named in the statement of Abel Lawrence, and its history is more fully told in a later chapter.

Their next assessment was made in June, 1743, "To Defray the Charge for building a meeting-house," which was an essential condi-

tion in the grant of their township. This was for three pounds upon each proprietor's share, a total assessment of one hundred and eighty-three pounds. Other assessments to meet charges followed, amounting in 1758 to total charges upon the proprietors of 686 pounds, 15 shillings and 2 pence. The location of their prospective meeting-house is unknown, but if, according to custom, it was located as near the geographical center of the township as convenience to all the people demanded, the place selected was probably between the present village of East Jaffrey and Peabody Hill, perhaps near the present farm of Frederick W. Fassett, a section then, and for many years later, the most thickly settled part of the successive townships of Rowley Canada and Middle Monadnock.

#### THE OLD FRENCH AND INDIAN WAR

With cabins springing up in the wilderness, trails and cart roads opened, their sawmill built, and their meeting-house begun, their labors were interrupted by the menace of war. This was the war known in local history as the Old French and Indian War. It began in 1744 and continued over northern New England until 1749. Men were shot down as they worked in their fields, families were taken captive and carried to Canada, the Ashuelot townships (Keene and Swanzey) were attacked and burned, Fitch's garrison in nearby Ashby was attacked in 1748, and two soldiers were killed and the Fitch family taken captive. In Ipswich Canada (Winchendon) and in Peterborough the people were shut up in their block houses. Both towns appealed to Massachusetts for protection without avail. In Rowley Canada also, by well-founded tradition, Indians were seen. All the neighboring towns were abandoned. This was the only prudent course. It was as if a pestilence had passed over the forest and destroyed all human life. In Rowley Canada the new grass grew rank around the blackened stumps of the clearings. Sprouts and seedlings choked the trails and cartways. The long timbers of the meeting-house browned and decayed on the ground, the new mill stood empty beside its falling stream while the white water gurgled beneath its idle wheel. The beginnings of a few lonely houses cowered in the shadow of the forest and pioneer cabins with fallen roofs stood open to the sky. So was it in the beginning of 1749, when, at the earliest dawn of peace, the settlers came back. They worked early and late to repair their losses and had made good progress, as their records say, when a new stroke of misfortune, more disheartening than what had gone before, came upon them. There were rumors of a new claimant for

the lands they had cleared, soon after verified when Colonel Blanchard, with his "bristles" erect, appeared among them with consequences as already related.

For fifteen or more years after the grant of the Monadnock townships, the Proprietors of Rowley Canada maintained their organization, and continued to petition the Masonian Proprietors and the legislatures of the provinces of New Hampshire and Massachusetts for a redress of their grievances. Their final petition to the Massachusetts General Court, which reviewed the story of their losses and brought prompt return in the grant of the new township of Bridgton, is here repeated.

The agents of the Proprietors of Rowley Canada who Petitioned the great & General Court for some Relief in the year [1760] Beg Leave Further to Represent the State of their Case—Had first in order to Secure their Title to the Township they were at the Expense of Enclosing it with a Fence & put on Several Families to Keep Possessions of it in their Name & Behalf of the Propriety & Voted a premium of 100 acres of Land & Eleven pounds Lawful money to as many as Would fulfil the Court Act & Continue Inhabitants there for the Term of three years as may appear by the Records herewith Exhibited

But Soon after we had made s'd settlement we were sued & Imprisoned as hath been shown by S'd Petition yet we continued and Increased our Settlements and Petitioned the General Court of Newhampshire to be Formed into a district showing that we lay out of the Limmits of Masons Patent but little (if any) Notice was taken of our Petition.

We were then Determined to Review the Action of Johnson against Platts (who was imprisoned) and sent a Copy of the case by Mr Walker with a Fee of £ 26-13 S-4 to Mr Sharp one of his Majesty's Attorneys, who advised that the action was Feasible but the Consideration of the Great Expense that would attend the Process Discouraged the proprietors from Proceeding

We then Petitioned the Proprietors of Monadnock No. 1 to whom Rowley Canada was granted by the Lords of s'd Patent (after they had Forfeited the same as we apprehend by their not fulfilling the Conditions of their Grant) In order to Come to some accomodation with them, showing that they Enjoy the Benifit of our Labour to the Value of upwards of two thousand pounds Lawful money if we were obliged to Relinquish our Settlements But we could come to no Terms of accomodation nor would they give any consideration for our Labour.

We then Petitioned the Lords of the Patent Showing that it was in their Power to Relieve us by ousting those of the Proprietors of S'd Monadnock who had availed themselves of some of our Lands & Improvements But no redress could we obtain.

The proprietors by this Time were Discouraged & were obliged to Evacuate their settlements Except some few who Purchased their lands at a Dear Rate there were many other attempts of Individuals to purchase their lands in order to save their Buildings & Improvements which could not be obtained of Some at any Rate nor of others But at Exorbitant prices.

Having Shewn our Endeavors to hold sd Township we come now to shew the Difficulties which still attend us.

First there are Large Sums of money Due to Individuals which they have advanced in Attending Courts & Satisfying Executors

Secondly, The Premium granted to the first Settlers as afores'd is Demanded by all of them (But those who have Sued for & Recovered the Same) which will amount to upwards of Five Hundred pounds Reckoning their premiums of Land at the Value of it

Thirdly, our Council in Law have Advised that No New Taxes can be Levy'd to satisfy the Afores'd Demands nor the Taxes of Delinquents Collected.

This being the Case we are liable to be sued in a great Number of Actions which for ought we can see will Terminate in the Ruine of sd Proprietors of Rowley Canada Except we are Released by the great & General Court for the satisfying of our Judgment or Execution by some one or more of the Individuals upon whom Executions may be served will Create a New action & the Issue of that another & so on, unless Prevented by the Interposition of the Court afores'd.

Dated Bradford June 3, 1765

BENJ MULLIKEN	}	Agts
THOMAS PERLEY		for the
MOODY BRIDGES		Proprietors of Rowley Canada

(Mass. Archives, Vol. 118, p. 109-10)

In the story of Rowley Canada there is more of tragedy than the matter-of-fact records here cited have made to appear. To see strangers enter into the homes they had built and possess the fields they had wrested from the wilderness created a bitterness and sense of wrong beyond the power of words. In its appeal to the humanitarian sense, it is the story of Acadia, its contemporary on the shores of Nova Scotia, whose sorrows live forever in poetry and song. Both suffered the loss of their labors and their homes, for no fault of their own, by the assertion of a new sovereignty and a new ownership of the good earth they had called their own. Pleasantly as rose the sun over the far away village of Grand Pre, in the selfsame years it rose over the hills of Rowley Canada, where the bitterness in the hearts of the few who were dispossessed of all they held dear was the same as with the many who were scattered abroad by ruthless military force.