# Landlords and Tenants in Early New York

(First of a series of seven articles on "Agrarian Revolt in Colonial New York, 1766,* copyrighted, 1942, by American Journal of Economics and Sociology, Inc. Reprinted by permission.)

*EDITOR'S NOTE: This paper is based upon materials gathered for the author's "Agrarian Conflicts in Colonial New York, 1711-1775," New York, 1940, ($3.00), especially chapter five. This recent publication of the Columbia University Press, one of the Columbia **Studies in History, Economics and Public Law,** may be consulted for more detailed documentation and materials.

The social struggles of eighteenth century New York arose from the land system. Of these, none reached the proportions of Prendergast's rebellion of 1766 which swept through what was then Westchester, Dutchess, and Albany Counties. Since agriculture provided a livelihood for the great bulk of colonial Americans, social tension generated from land hunger might have been expected between landlords and small farmers. Such was the case on the extensive estate of the Philipses, Livingstons, Van Cortlandts, and Van Rensselaers. How did this tension arise? How much pressure did it exert at its most explosive point in 1776? What heritage did the agrarian storm leave in its wake? Within the limits of this paper answers shall be given in summary form which have only recently been elsewhere made available in more extensive form.

The seeds of social discontent in 1766 were sown deeply in the system of colonial land distribution. Not only did an inequitable distribution of great landed wealth, acquired at slight cost by shrewd landlords, provoke the wrath of small farmers but also the circumstances under which this land was acquired must have added to their envy. For, discerning eyes could catch glimpses of transactions that were not without taint of fraud. Huge grants were inspired by bribes, family connections, and fee hunger. Colonial governors made many of these illegal sales in violation of colonial statutes or British instructions that limited the size, or prohibited the making, of land grants. Where these limitations on the transfer of land were not boldly violated, they were subtly circumvented by the use of "dummy" grantees or of fictitious names. Nor were land-hungry governors averse to these illegal and corrupt practises where they themselves were the chief beneficiaries. Vaguely defined metes and bounds, and Indian grants wrested from drunken or credulous natives afforded opportunities to the unscrupulous for swelling their landed estates. Overlapping grants and Indian claims arising from these circumstances were a source of colonial violence and litigation. From all these seeds came the bitter fruit of controversy.

The scenes of agrarian uprisings were on these estates where the inequitable distribution of land grants was most starkly revealed. Such were Cortlandt Manor's 86,000 acres and Philipsborough's 205,000 acres in Westchester County; Philipse Higland Patent's 205,000 acres in that part of Dutchess which subsequently became almost the whole of Putnam County; Livingston Manor's 160,000 acres in that part of Albany County which later became the southern third of Columbia; and, again in Albany County, Rensselaerwyck's 1,000,000 acres which exceeded the total acreage of Rhode Island by over 200,000 acres.

The malpractices that tainted many of the colonial land transactions affected all these estates with the possible exception of Cortlandt Manor. Thus Robert Livingston, first lord of the manor, was able to use a "stretching" device to increase his holdings. With Governor Edmund Andros' approval he purchased 2,000 acres of Mohican land on Roeliff Jansen Kill; with Governor Thomas Dongan's sanction he acquired a 600-acre Indian tract of "Tachkanick" which he was permitted to join to his other purchase to form a manor. By describing the boundaries of his grants with the Indian names of natural objects like "Mahaskakook" or "minnissichtanock where Two Black Oak Trees are marked wt L," or Wawanaquassich where "Heapes of stones Lye," and by a stream like the winding Roeliff Jansen Kill, "Running back into the woods," Livingston was able to present his tracts as contiguous. Thus Dongan's patent for the manor enabled Livingston to stretch 2,600 acres of land on Roeliff Jansen Kill and in the Taconis (formerly Taghkanick) Mountains over more than 160,000 acres. Small wonder that the Stockbridge Indians and their grantees and lessees subsequently challenged Livingston's title.

Similarly Adolph Philipse increased the size of the Highland Patent. He made title through a Wappinger deed to Lambert Dorland and Jean Seabrant which contained only 15,000 acres bounded "eastward into the woods ... to a marked tree." By omitting the reference to the marked tree in his own patent, properly the eastern terminus, Philipse carried his boundary to the Connecticut Rivers and included 190,000 acres which really belonged to the Indians. Furthermore, whether the Van Rensselaer claim to the region north of Livingston Manor was legitimately 20,000 or 300,000 acres hinged upon the location of "Wawanquasick," the Indian word for a "place called a heap of Stones." If tenants and settlers on these grants were not moved primarily by the extravagant size, the "stretching" through vague metes and bounds, or fraud perpetrated upon Indians, they certainly were not loath to seize upon these as occasions for improving their own economic status at the expense of powerful New York landlords or speculators.

The status of eighteenth century tenants upon the manors of Van Rensselaer, Livingston, and, to a lesser extent, Van Cortlandt, and upon

Philipse's patent was a basic factor accounting for their discontent. For, although feudal manors had become obsolete, their lords still retained economic and political power over the tenants. Whether on the manors or on the patents, the tenants were oppressed by onerous obligations such as perpetual rents, tax burdens, or alienation fees. Moreover, they were haunted by the spectre of insecurity of tenure. The landlords, who annually paid mere token quit-rents for their vast domains, were reluctant to allow even small parcels to slip free and clear from their grasp. Van Rensselaer conveyances were usually "durable leases" with a reservation of perpetual rents. The rents, small for a few hundred acres though larger than the quit-rent of fifty bushels of wheat for all Rensselaerswyck, were usually paid in kind and in labor. Failure to pay entitled the landlord to enter the premises and eject the tenant. Similarly the Livingstons, who paid quit-rents of twenty-eight shillings for their vast estates, habitually conveyed estates measured by two or three lives in being. The Philipses, following the same practice, annually paid quit-rents of £4|12s. for Philipsborough, no more than the average yearly rental for a mere two hundred acre plot in the Highland Patent. Only the Van Cortlandts showed any disposition to pursue a somewhat more liberal sales policy.

Neither the extant real property nor the political mechanism for changing or ameliorating it offered any relief to the tenant farmer. For the law covered the landlord, though not the tenant, with the mantle of security of tenure. Statutes made dubious titles certain; a recording system, which was of special concern to the large landowner, kept the titles clear. Furthermore, the law of inheritance for intestacy, through entails and primogeniture, encouraged the maintenance of a landed aristocracy.

This aristocracy jealously guarded its privileged status. Even the efforts of a Bellomont proved of little avail against the commanding role that the landed elite played in the preservation of vested privileges. Of the one hundred and thirty-seven governors, councilors, assemblymen, judges, and lawyers from about 1750 to 1776, one hundred and ten, eighty per cent, were large landholders, or related to such families; six were small landowners; and twenty-one, fifteen per cent, held even smaller such an array of landlord power, holdings or no land at all. Against what prospect of improving his lot did the small farmer have in an appeal to executive, legislative, or judicial remedies?

The lower stratum of the farming population was barred from the electorate and from the juries, through property qualifications. Indeed, even the enfranchised farmers were frequently at a loss to counteract the pressure that the landlords could exert through their pocket boroughs, which in several cases had extra representation in the Assembly. In defense of their interests, the landlords branded the aspirations of the poorer farmers as "New England republicanism;" with no less zeal did they defend the common law against the encroachment of the Crown through chancery. In the face of the political dominance of the landlord, the small farmer had neither the power to shape the laws nor the wealth to sustain the expense of judicial redress. Such were the conditions which determined the phases of agrarian discontent.

The closing of all peaceful avenues forced the small farmer to resort to violent action to better his state of economic and political dependence. He seized upon any convenient occasion to improve his status. The Palatines, in the struggle for land, made the charge of bad faith the basis of their opposition to Governor Hunter in 1711 and thereafter. Before and during the Rebellion of 1766 the embattled tenants of Livingston, Van Rensselear, and Philipse welcomed revived Indian claims and rival Massachusetts titles as a means of conducting a fierce anti-rent war, in which the Cortlandt tenants joined, against their landlords. On the eve of the Revolution the New Hampshire Grant settlers used a disputed boundary as a pretext for making common cause with Yankee speculators to save their homes from New York landgrabbers. Economic interest, forceful suasion, and republican principles moved even the reluctant aaginst the absentee landlords of "monarchial" New York. Such were the phases of agrarian conflicts which provided the setting for the great rebellion of 1766.