



DRED SCOTT

From a photograph of the painting owned by the Missouri Historical Society.

JOHN EMERSON, OWNER OF DRED SCOTT

BY REV. CHARLES E. SNYDER, LITT. D., L.L. D.

On a December day, as the year 1843 drew near its close, a forty-one year old physician, a former United States army surgeon, lay dying of quick consumption out on the fringes of civilization in a new hotel building, in a little Iowa village only seven years old. Realizing the gravity of his condition, the sick man proceeded to make his will. It was a brief document in which he left all of his property to his wife in trust for their infant daughter, except his books which he left to his brother. Before the day was ended Dr. John Emerson had passed away. He was an obscure man, so far as he himself was concerned; no man now knows the resting place of his ashes. Yet in his will he unknowingly left behind a legacy of political dynamite that was to shake the nation and which was to write his name posthumously into a tragic chapter of our national history. It was not an unimportant event that took place that December day in the small Iowa village.

Dr. John Emerson first appeared on the Iowa scene where Davenport was to be built, in 1833. But little record concerning his earlier life can be found, except that he entered the medical school of the University of Pennsylvania in 1822 and received his degree in 1824. The records of the school show that he was born in Pennsylvania.¹ Among his descendents there has persisted a tradition that he was born in Ireland and that he had sisters there who were nuns, but that tradition has no verification. Where he practiced his profession from 1824 to 1833 the writer does not know. In the latter year he entered the United States army from Pennsylvania, and as an assistant surgeon was assigned to Fort Armstrong, on Rock Island. He reached his post in December, 1833, and remained there until April or May, 1836, when Fort Armstrong was abandoned and he was assigned to Fort Snelling, at the junction of the St. Peter's River with the Mississippi.

¹A letter to the writer from the Recorder of the University of Pennsylvania, dated September 1, 1936.

In September of 1832, the Black Hawk treaty was negotiated on a site now included within the area of Davenport; in the following June, 1833, the land included in the cession was opened to claimants. Shortly after his arrival, or early in the next year, Dr. Emerson staked out a half-section next to the eastern line of a claim already staked by George L. Davenport, the young son of George Davenport, the Rock Island trader from whom Davenport has its name. George L. Davenport's claim, the site of General Scott's camp during the negotiations with the Sauk Indians, lay immediately east of the present city of Davenport, and within the present town of Bettendorf. Emerson's claim was next, its eastern boundary being practically the present Fourteenth Street of Bettendorf. Because of the vagaries of the shore line which marked the southern boundary of his claim, he had a little less than the orthodox 320 acres. This land except for a small portion, as we shall see later, he continued to own until his death.

Sometime prior to his coming to Fort Armstrong occurred that event which was to be Emerson's chief bid for fame; he bought a negro slave, Dred Scott, whose name was destined to become a household word from the Atlantic to the Missouri. Scott was born in Virginia, the property of Peter Blow. The Blow family had moved to St. Louis, and after Peter Blow's death, his daughter Elizabeth² sold Scott to Dr. Emerson who brought him to Rock Island. It is likely that Scott did work on Emerson's Iowa claim. It is possible that he tramped over some of the land now included in Davenport, when there was only one house, that of Antoine LeClaire, built where had stood in 1832 the great tent in which the Black Hawk treaty was negotiated, with old Black Hawk himself a prisoner at Prairie du Chien. Nobody thought it worth while to make any memorandum of what Dred did, and we may be sure from his later record that he did little.

Emerson built a log cabin on his claim, near the river, along where State Street, Bettendorf, now goes. There is a tradition that when he was transferred to Fort Snelling in 1836, he left Dred on the farm to look after things, but that also

²George Fort Milton, *The Eve of Conflict*, pp. 249-54.

seems to be only a tradition. If that occurred, Dred could have stayed only a short time, for in 1836 he was married at Fort Snelling to Harriet, a negro woman whom Emerson bought there from Major Taliaferro,³ assigned to the same post. When Emerson discovered that he was to be transferred to Fort Snelling, he turned to his friend Antoine LeClaire for assistance, and gave to LeClaire power of attorney to take care of his interests in his Iowa claim. The original of that power of attorney is among the LeClaire papers in the historical library of the Davenport Public Museum. It reads:

Know all men by these presents that I John Emerson asst. sgt. of the U. S. A. stationed at Fort Armstrong have made, constituted and appointed, and by these presents do make constitute, and appoint and in my place and stead put and appoint Ant LeClaire, Esq. my true and lawfully atty, for me and in my place and stead, to lease improve repair or rent that tract of land known as my claim being and lying on the West side of the Mississippi river opposite Rock Island also two lots in the town of Stephenson Illinois, known as lots Nos. 1 Block 2 and Block 6 likewise two 40 acre lots described as follows towit the S. W. quarter of the N. W. quarter of Section 4 in Township No. 17 North of the base line of Range 1 West of the 4th principal meridan [sic]; also an 80 acre lot described as follows towit the W. half of the N. E. quarter of Section 4 Township 17 N. of the base line of Range 1 W. of the 4th principal meridan, to take charge of the same in my name let them unto such person or persons, and such price or prices as he may think proper, and also for me and in my name, place and stead and as my proper act and deed, do all other acts to protect the same from trespass that may in any wise by necessary also to secure the payments of rents

Given and granting unto my said Atty. by these present, my full and whole power, strength, and authority in and about the premises afd. to have, use, and take, all lawful ways and means in my name, for the purposes afd.

And generally all and every other act or acts thing or things in law whatsoever, needfully and necessary to be done in and about the premises, for me and in my name, to do, execute and perform, as fully, largely, and amply, to all intents and purposes, as I my self might or could do, If personally present, and attorneys one or more under him, for the purpose afd. to make and constitute, and again at pleasure to revoke.

³Major Lawrence Taliaferro was the Indian Agent at St. Peter's agency, adjacent to Fort Snelling. He was born in Virginia in 1794 and served as an officer in the War of 1812-15. He was appointed Indian Agent at St. Peter's in 1819 and was successively reappointed until 1840, when he resigned. In 1838 he made a belated and unsuccessful effort to secure the election as Delegate to Congress from the new Iowa territory. In 1856 he re-entered the federal service, being retired in 1863. He died in Bedford, Pennsylvania, 1871.—O. E. K.

Hereby ratifying, allowing and holding firm and effectual whatever my Atty. shall lawfully do in and about the premises by virtue hereof. In witness whereof I have hereunto set my hand and seal this 1st day of April eighteen hundred and thirty six 1836.

J. Emerson

Att.

Signed, sealed & delivered }
 in the presence of }
 Walter Philips }
 State of Illinois }
 County of Rock Island }

this day personally appeared before the undersigned a Justice of the Peace in and for said County, John Emerson whose signature is to the above instrument of writing, and who acknowledged the same as his act and deed for the purposes herein specified.

In testimony whereof I have hereunto put my name & seal this 1st day of April in the year 1836—

Walter Philips N. P.

What was done with the land between 1836 and 1839 does not appear; but under date of August 26, 1839, we find the following lease:

AGREEMENT LINDSEY & EMERSON

This indenture made this 26th day of August 1839 between John Emerson of the first part and Thomas Lindsey of the second part witnesseth that the said party of the first part for & in consideration of the rent, covenants & agreements hereinafter mentioned on the part of the said party of the second part his executors, administrators & assigns to be paid, observed & performed hath granted, demised, leased, set and farm let & by these presents doth grant, demise, lease, set and to farm let unto the said party of the second part his executors, administrators & assigns the fields & buildings on the claim known as Doctor Emersons claim situated in Scott County Iowa Territory & now in the possession of sd. party of the second part to have & to hold the said fields & buildings unto the said party of the second part his executors, administrators & assigns from the 15th day of April 1839 for & during & until the full end & term of one year from the 15th day of April 1839 next ensuing & fully to be completed & ended yielding & paying therefor unto the said party of the first part his heirs or assigns the one third part of whatever crop or crops may be raised or grown on said fields during the said term as rent therefor And the said party of the second part for himself his executors administrators and assigns hereby covenants well & truly to pay deliver & yield to said party of the first part the said third part of the crop or crops raised or grown on said fields as aforesaid when ripe

& gathered & that if a permission law should be passed by the Congress of the United States he the said party of the second part will not by reason of his cultivation of said fields & evidence upon the claim aforesaid avail himself of the benefit of its provisions in any way or manner either directly or indirectly or that if he should be able & does avail himself of its provisions & obtain the title from the United States to the claim or premises above described or any part thereof that the said title thus acquired shall enure to the sole use & benefit of the said party of the first part his heirs or assigns. And the said party of the second part his executors, administrators & assigns the fields & building herein before demised at the end expiration or other sooner determination of the term hereby granted shall & will quietly & peaceably leave surrender & yield up unto the said party of the first part his heirs & In witness whereof the said parties to these presents have hereunto set their hands & seals the day & year first above written.

Test

Jas M. Bowling

Thomas Lindsay

John Emerson (Seal)

By his attorney infact, Antoine LeClaire

Later we find Emerson writing to LeClaire about the land and its purchase from the government. Some of the letters which passed between the physician and his notable friend, showing the attachment Emerson had for his former Iowa home, and also revealing some of the problems of land settlement in Iowa's early period follow:⁴

Fort Snelling

Feb. 23rd 1839

My Dr. Friend

Permit me again to thank you for the trouble you take with my business your kind favour has reached me with the number of my claim at Rock Island I must again say to you that you are my sole dependance in getting me the title to the land when it comes into market as I fear that I will not be able to attend the land sales when it comes into market. I shall be looking for you and your lady in the spring tell Mrs. Laclere that Mrs. Emerson sends her compliments and would be much pleased to see her. You told me you would be here this summer I hope you will fulfil your promise in that respect as I assure you I would be much pleased to see you I want you to get G. Davenport to pick out my lots if possible let them adjoin each other let me have if possible a corner lot and one adjoining it however do the best you can for me. I had a letter from Thos. Lindsay about farming the place this year do what you think proper in that respect. If it should not interfere with your arrangements I would be much pleased at giving it to my old friend Tom Lindsay he has a large family and you know my par-

⁴From originals in the historical library, The Davenport Public Museum.

tiality towards them. If you act otherwise I know you do it for my good and I shall be perfectly satisfied. please remember me to my friend Burtis and Lady and tell him I feel much obliged to him for the trouble he has taken in my behalf. I hope I will yet reside among my old friends and acquaintances present my best respects to Madam Laclere also to Mr. McGregor.⁵

Sincerely your friend

J. Emerson

Mr. Ant. Laclere
Davenport

Fort Snelling,
June 6th 1839

My Dear friend

I was anxiously expecting to see you here now, but am disappointed, Major Taliafero told me he saw you and you mentioned you was coming up, it would give me much pleasure to see you, and Mrs. LaClere here, Cannot you spare a few days to make us a visit, has the persons owning land in the same township as mine, made any arrangements when the land comes into market. Mr. McKnight wrote me that the Township plat are in the Office, and the land will be sold this ensuing fall, Could you not have a meeting of the people owning claims and get them to appoint some person to bid off the land I think it would be a good plan however you know best, I have not heard from you for some time do please write to me and let me know how things come on and what is doing in Davenport, when will you send me the deed for the lots or has George chosen them we have had a dry cold spring and the worms are distroying all our vegetables, as fast as they come up. I have placed One thousand dollars in the hands of John Sanford subject to your order if you need it in purchasing my claim let me know what arrangements you intend making respecting the purchase of my claim please write as soon as convenient

Sincerely your friend

J. Emerson

Mr. A. LaClere

Fort Snelling
July 14th 1839

My dear Friend

Your kind favour of June the 15th has come safely to hand, and beg leave to state in reply to your kind suggestion respecting my personal attendance at Dubuque on the day of sale of the public lands that I have asked or rather applied to the Surgeon General at Washington, for Twenty one days leave of absence from this post for the express purpose

⁵Alexander McGregor, one of the original residents and founders of Davenport.

of attending the land sales so as to be present if possible to bid off my claim, this you will please tell the people so they may excuse me if I cannot succeed in being present, my will is to be with them, but I am much afraid that the short indulgence I have asked for will not be granted me as I am the only medical officer at this post, I have offered the Surgeon Genl. to employ a competent person at my own expense to attend to the soldiers during my absence, I must my dear friend again repeat that you are my sole dependance to bid off my claim for me and procure me the title, you have been to me, by best friend and I make free in saying you will not desert me until you get me the title to my place, you can draw on my brother-in-law John Sanford for the amount you need which I have mentioned to Mr. Sanford, I am much pleased that you let my old friend Thos. Lindsay on the place please grant the old man every facility and indulgence which you should deem necessary to help him along, he has a good wife and family whom I should be proud to assist in any way I am able. If he should need a yoke of oxen, ploughs or soforth let him have them and charge them to me, him and his boys will do me justice, for fear however that the land may not be sold this sale and a permission law might pass Congress this coming winter I think it would be the safest plan to have bonds passed that in case he Thos. Lindsay might be intitled to a permission he should prove it for my benefit, this I consider necessary so as to be out of the power of any man, so therefore get bondsdrawn and charge me with the expense; will we not see you and Mrs. Laclere here this summer it would you may rest assured afford our humble servant and madam much pleasure in seeing you here. Mr. J. Sanford wrote me, he would be here this summer, with Mrs. Choetian [sic]. Cannot you and Mrs. Laclere come in the same boat, there has been lately a sad affair between the Sioux and Chippewas, a deadly animosity has existed between both sections, the Chippewas came here about two weeks since for the purpose of seeing Major Taliafero respecting the payment of their annuities and on leaving here a band of their people called the pillegger band, killed a Sioux half breed who resided with the Indians, within six or seven miles of the Fort and a most excellent he was man, called *Badger*, the Sioux of six or seven villages pursued the Chippewas and returned him with one hundred fifty scalps they have nearly exterminated, a band of the Chippew called in french the *Mil Lac band* all done on the public lands in the Territory of Wisconsin and within fifty miles of their Fort, the Chippewas fought bravely, the Sioux suffered severely in killed and wounded, they are expecting to be constantly attacked in this case the Chippewas were the aggressors have you and George chosen me good dry building lots I expect to put up shortly a comfortable building and settle myself among you, as a practitioner of medicine *do you think I would succeed* I am pretty well tired out in the Army, Cannot go any where without permission as I said before it is very doubtful if I will get the short indulgence I asked for and must again say that I depend on you to

get me the title to the land I shall gladly remunerate you for your trouble and expense how would it do to call a meeting of the people of the township and appoint one or two persons to bid off each man's claim suppose you propose it you have more influence than any other man in the township, I would be much pleased if such was the case, it was done at the land sales at *Chicago* it would entirely exclude speculators from bidding please write soon as it gives much pleasure [to hear?] from you when you do, say the least you will take for one of your four acres lots on the Bluff I should like owning one, if I should resign and go live in Davenport which I contemplate doing shortly, Remember me to Mrs. Laclere and Mr. & Mrs. Burtis McGregor and all my friend, I hope to be with you ere long If I should get the 21 days leave I will write to you, We have had the driest summer here I have ever known, vegetation is almost burned up for want of rain, Could you send my 50 bushels of corn I will need it very much as we have none here Thos. Lindsay would assist in having it put up, I would return the sacs or bags if necessary Give Thos. Lindsay & family my best respects Please write me soon

Sincerely your friend

J. Emerson

Mr. Laclere)
)
 Davenport)

Fort Snelling
 Sept 17th 1839

My Dr. Friend

I recd your kind favour per Steamboat Pike and thank you most sincerely for your attention to my affairs. In consequence of the low stage of water you need not mind sending the corn If you could send it to me in the spring I would be glad, the Pike has again just landed with another detachment of recruits from Prairie Du Chien for which she gets \$850 You and I are to be part owner of the boat. I will not I am afraid be able to attend the land sales in the spring and must request of you to do so for me. There is here upwards of 500 persons and I am the only medical officer at the fort and consequently I will not be able to leave Please write soon remember me to madam and family

Sincerely your friend

J. Emerson

Mr. A. LaClere

Tell Thos. Lindsey to write to me.

Fort Snelling
 Oct. 8th 1839

My Dr Friend

Your letter Str Desmoines [steamer] has come to hand, I feel extremely sorry for the intelligence contained in it respecting the death of my old

friend Thos. Lindsay and his son. I wish I had been near them when they were taken sick. I suppose however they had good medical attendance tell his *good* wife (for she is really an honest woman) that I regret her loss and also if I can serve her any way Do my dear friend see that their wants if any are served I shall gladly do anything in my power to serve her and his family. I hope and trust Ellen her daughter will be restored to health. I send you a pipe it is the best I could procure, but in the spring I shall have a better one for you, I want you to put my name down as a subscriber for your paper and have it sent on as regular as possible pay the subscription for 12 month and charge me with it. I want you also in case you need any assistance to employ Lawyer Mitchel to attend to the getting my claim secured. I shall pay him well for any trouble he may be at. I believe him to be an honourable man I regretted exceedingly any misunderstanding which may have taken place between him and myself. I assure you it was always unintentional on my part. I see by some of your papers which you were kind enough to send me that several township meetings have taken place to secure the claims and deputize bidding at the public sales. Cannot you get up some such. If you should send me a copy of the proceedings and the names of the persons deputized to bid for the land at the public sales, We have no news here I am pleased to hear of your getting a presumption on the old town of Davenport your town must go ahead.

Would there be any possibility of sending me 50 or 100 bushels of corn in the spring Please let me know in your next letter so that I may get it from St. Louis. I am sorry to give you so much trouble. You disappointed me in not coming up this last summer. I hope you and Lady will come up during the next year, Please remember me kindly to Mrs. LaClere and your family, also to Mr. Burtis and Lady nothing new here, we have a great many cases of fever here all brought up by the recruits from Newport, Ky. not a single death as yet altho several of them of the congestive form. I wished I had been with my old friend Thos. Lindsay, *what did he die of.* Let me know. Please write as soon as convenient.

Sincerely your friend,

Ant. LaClere Esq
Davenport

J. Emerson

P. S. I send the pipes by Major Taliafero. E.

Fort Snelling
Nov. 4th 1839

My Dr. Sir

I have just recd. a letter from Mrs. Lindsay saying some money I suppose you lent her husband for me is due the fifteenth of this month I shall be accountable to you for it and give her all the indulgence she wants to pay it and wait until she is feeling able to pay it Please give the old lady and her son all the indulgence she wants which I am certain you

will See that they have all the necessary comforts to get along with She's an honest woman and nothing would give me greater pleasure than assisting her tell her and her son that I will write to them soon

Sincerely your friend

A. LaClere Esq.

J. Emerson

I write this in great haste

Fort Snelling

March 12th 1840

My dear Sir

I have just received a letter informing me that the sale of public lands (and my place among the rest) is to take place at Dubuque on the 4th day of next May Will you my dear friend attend and purchase for me my claims our old friend Lt. J. Beach is in the land office, I cannot leave here being the only medical officer at the post. It is through your exertions that I hope to secure my claim you will not I know disappoint me I shall send you any money you stand in need of. John Sanford has money of mine in his hands which you can draw for at any time, If any person should bid against you for my place I will *not limit* you as to price, however I hope to be able to get it at the government price, Write immediately on receipt of this and let me know what the people whose land comes into market intend doing You mentioned in a former letter that you expected to be appointed one of the bidders. I hope and trust sincerely you may be, if you are not urge my claims on the person who may be appointed, I shall be uneasy until I hear from you. let me again beg of you to write me on receipt of this. Please excuse my importunity.

Sincerely your friend

J. Emerson

A. LaClere Esq

Davenport

I have written to Beach that I expect you will be at Dubuque.

E. - -

You need not be in a hurry in sending the corn as I fear I will be again ordered on to New York for examination for promotion—I will write to you before you send it. Emerson

Mrs. Lindsay wants to borrow from me some more money I have it and will let her have it but how will I be able to forward it to her—she wishes to enter a quarter section of the land that belonged to her son Can any arrangement be made to assist her—E.

I will have any money you may want ready at your command. E.

The records of old St. Anthony's Roman Catholic Church carry the notation of Lindsay's funeral—

Thomas Lindsay—on the 15th day of September was buried, Thomas Lindsay living three miles east of Davenport; he died of Billious fever. Aged 49.

And the next entry reads—

On the 23rd of September 1839 was buried Andrew Lindsay, son of the preceding; he died of Billious fever. Age 20.

Although Dr. Emerson remained at Fort Snelling for a number of years as the sole medical officer at that post, some confusion of dates exist as to the time the army physician and his two slaves left Fort Snelling. Several references, including certain court records, indicate that Dr. Emerson left Fort Snelling in 1838. And the several court records also show that Dred Scott and Harriet went to St. Louis in 1838 on the steamboat "Gypsy," and that their elder daughter Eliza was born on the boat. However, since there are several letters from Emerson to LeClaire, written from Fort Snelling in 1839 and 1840, it seems quite clear that if Emerson went to St. Louis in 1838, he returned to his northern post. From his correspondence it also appears that Emerson was married in 1838.⁶ In a letter from Emerson to LeClaire from Fort Snelling dated February 23, 1839, quoted above, Emerson refers to Mrs. Emerson. It would seem possible, therefore, that he journeyed to St. Louis in 1838 to be married, and that upon his return to Fort Snelling he left the Scott family in St. Louis, or at Jefferson Barracks just south of that city. At any rate, Scott's second daughter, Lizzie, was born about a year later in Missouri.

The young lady John Emerson married was Eliza Irene Sanford, daughter of Alexander Sanford. She was born in Winchester, Virginia, where the Sanfords were descended from an old Virginia family. "The Sanford family were in the colony at a very early date. . . . A John Sanford went from England to the Barbadoes; in 1679 he left that island for Virginia. He evidently was a joint owner of a vessel trading between Virginia and Jamaica."⁷ The Sanfords had mov-

⁶A letter from Florence E. Birks of the Springfield Public Library, Springfield, Massachusetts, dated July 11, 1936, June 16, 1938.

⁷Letters to the writer from the Corresponding Secretary of the Virginia Historical Society, dated May 13, 1937.

ed to St. Louis some time before the younger people were married. The daughter Eliza Irene "was one of seven children, five of them girls, all of whom married army officers but one," according to the *Springfield (Mass.) Republican* of February 12, 1903, which tells of Mrs. Emerson's death. One of the girls married Col. Harry Bainbridge of the U. S. army who figured largely in the later events of his sister-in-law's family. Another sister married General James Barnes of Springfield, Massachusetts.⁸ One son, John F. A. Sanford, married a daughter of Pierre Chouteau, Jr., of the family of one of the founders of St. Louis (Laclede and Chouteau, in 1764). Pierre Jr. is said to have been "the leading mercantile genius of St. Louis and one of the greatest in the country." His fame was rooted in the fur business up the Missouri. Fort Pierre, South Dakota, has its name from him.

Sometime after 1840 Emerson did leave Fort Snelling, being sent to Florida where the Seminole Indians were at war again. He resigned from the army September 23, 1842. Soon after his resignation he came back to Scott County. According to Richter⁹ he lived on his claim, but soon came to Davenport to practice his profession, residing at the LeClaire Hotel. In May, 1843, he ran in the several issues of the *Davenport Gazette* for that month the following card:

Dr. John Emerson offers his professional services to the citizens of Davenport and surrounding country. He may be found at present at The LeClaire House.

Beyond this paid announcement, the paper did not seem to know of his coming; but that doesn't indicate anything, as the editors of that time did not pay much attention to local news. They seemed to think that in the little communities, folks knew what had happened before the weekly paper came out: therefore they largely used the scissors and paste method of editing.¹⁰

In June of 1843 he bought of Antoine LeClaire two half lots of land (the east one-half of lot 7 and the west one-half of lot 8, LeClaire's addition); of James A. Harrison he bought

⁸Letter from Florence E. Birks, *op. cit.*

⁹August P. Richter, *The History of Davenport* (German), pp. 62ff.

¹⁰In October, 1843, two undelivered letters for Dr. Emerson were advertised by D. C. Eldridge, the postmaster.

the east one-half of lot 8, which had been sold to Harrison by LeClaire in March of that year. The west one-half of said lot 7 was conveyed to John Emerson by Calvin A. Tuttle by deed dated December 28, 1843. Tuttle had bought that half lot from LeClaire in January of that year.¹¹ These lots were on what is now the south side of East Second Street, between Perry Street and Rock Island Street (now Pershing Avenue, Davenport). Here Emerson started the erection of a brick residence for his own use which, however, he was never to occupy. As the year passed his lungs suffered the dread visitation of the germs that soon ate them out, and before the new year came he was dead. He died in the LeClaire House, December 30, 1843, according to Richter.¹² The notation in the *Gazette* of January 4, 1844, reads, "Died, on the evening of the 29th at the LeClaire House, Dr. John Emerson, M. D., aged 40 years, late surgeon in the army of the United States." Only this and nothing more!

The funeral notation entered in the records of St. Anthony's Roman Catholic Church, is "John Emerson—on December 21, 1843, died John Emerson of consumption. Aged 41."

It will be noted that there is a difference in the dates of his death as quoted. Palpably the date given in St. Anthony's records is wrong as he transacted business on the 29th. The difference of one day in the other two citations is easily accounted for by the probable fact that he died in the night of December 29-30. The funeral under Roman Catholic auspices may confirm the family tradition of Irish parentage; on the other hand, all of this may have been because of friendship with the popular Father Pelamourgues.

He was buried in "LeClaire's Burial Ground," which was located at the northwest corner of Sixth and LeClaire Streets. J. M. D. Burrows says of this burial place, "It was a miserable place and soon abandoned. I officiated as a pall-bearer on two occasions while we buried there. The first was the burial of Judge Mitchell's father. It being early spring, we found the grave full of water, and had to wait until it was bailed out. But the water came in so fast that the coffin was nearly

¹¹Book C in the Scott County Recorder's office.

¹²Richter, *op. cit.*

covered before we could fill the grave. The other was a Dr. Emerson, who died in the LeClaire House and was the owner of the celebrated slave, Dred Scott.'²³ A Dr. Emerson!

In 1853 the burial ground was sold by LeClaire to Ann S. Barrows, the wife of Willard Barrows, the surveyor and one of Davenport's historians. Mr. and Mrs. Barrows built the residence that still stands there. At the time of their purchase, or shortly before, the bodies were removed, the protestant ones to the City Cemetery on Rockingham Road which was established for burial purposes in 1843, and the catholic ones to old St. Mary's cemetery on West Sixth Street.²⁴ Richter says that Emerson's body was taken to the City Cemetery, which seems to dispose of the supposed Roman Catholic Church relationship. However, there are no records of any kind of the removal and reburial; and if he were finally interred in The City Cemetery, there is nothing to show his grave. No marker ever seems to have been erected at either resting place.

It will be noted that he died at the LeClaire House. The brick dwelling on East Second Street was under construction, but it was not finished for occupancy when the builder passed away.²⁵ The home was finished and was long known as No. 219. The building of the Crane Co. now occupies the site, on which building there is a bronze tablet indicating that here is the site of the home of Dr. Emerson and of Dred Scott. Unfortunately, fate and tuberculosis did not permit Dr. Emerson to occupy the home, and Dred Scott never saw it. When the latter went from Rock Island to Fort Snelling in 1836 he passed out of the history of this region. In 1838 he went back to St. Louis or to Jefferson Barracks and stayed there the rest of his life, so far as any records go. Naturally, Emerson did not bring him into this free territory when the doctor came here to live in 1843, and according to the evidence of Dred's general worthlessness, the doctor wouldn't have much use for him anyway. There are numerous traditions current in Davenport of Dred's being there in later years and

²³J. M. D. Burrows, *Fifty Years in Iowa; Personal Reminiscences of Davenport and Scott County, 1838, 1888.*

²⁴Richter, *op. cit.*

²⁵*Ibid.*

even of his death in that city; but so far as there is any evidence, that is all legend.

Dr. Emerson realized the precarious condition of his health on those December days in 1843, and he proceeded to transact such business as was necessary before he died. He accepted a deed from Calvin A. Tuttle for the west one-half of lot seven, adjacent to the property on East Second Street, which deed was dated on December 28th, and recorded on the 29th.¹⁰ He also signed a deed granting to said Calvin A. Tuttle about twenty-five acres of the southeast quarter of land in his claim up the river. This particular corner of the claim is approximately at the Iowa entrance to the bridge to Moline. And the next day he made his will, including in it a phrase that innocently created a lot of trouble. The will was filed in the Scott County Court House, where the original is preserved. The executor's bond was filed and approved March 23, 1844. There is no record of a final acceptance of the executor's report and of their discharge. The will reads in full:

I John Emerson of the County of Scott Territory of Iowa being in a very infirm state of health but of sound mind do judge it best to make & do hereby make & publish this my last will & testament

I give & bequeath to my Brother Edward P. Emerson all of my Medical Books

All the rest residue & remainder of my estate & effects real & personal whatsoever & wheresoever & of what nature & kind soever which at the time of my decease I or any person or persons in trust for me am or are possessed of or entitled to & whether my title thereto be legal or equitable I give, devise & bequeath unto my wife Eliza Irene Emerson to have & hold to my said wife & to her assigns for & during the term of her natural life without impeachment of waste & from & immediately after her decease, I give & devise the same to my daughter Henrietta Sanford Emerson & to her heirs & assigns forever.

My will is that my wife educate my said daughter & maintain & support her untill she reaches twenty one years of age—And I do hereby authorize & authorize & empower my said wife if she shall judge it expedient to sell & convey for such price as she shall deem proper in fee simple or for any less estate all or anypart of my land & tenements & the proceeds of such sale or sales or any part thereof or the interest or income thereof from time to time & in such proportions as she may judge expedient to appropriate to her own maintenance & support the education & support of my daughter as aforesaid or to invest the whole or any

¹⁰See footnote No. 11 above.

part of such proceeds in other real estate to stocks or to put the same out at interest on good security as my wife shall deem most advisable—Such real estate to stocks so purchased to be held enjoyed & pass in the same manner as the real estate hereinbefore devised—And I do hereby constitute & appoint John F. A. Sanford & George L. Davenport to be executors of this my last will & testament—In witness whereof—I have hereunto set my hand & seal this 29th day of December 1843

J. Emerson (Seal)

Signed sealed published & declared by the said John Emerson as his last will & testament in the presence of us who in his presence & at his request & in the presence of each other have hereto set our names as witnesses

G. C. R. Mitchell
J. D. Learned
P. Gregg

Inasmuch as Mitchell was an attorney; it may be assumed that he prepared the will.

Shortly after her husband's death, Mrs. Emerson returned to St. Louis with her infant daughter Henrietta, who was born November 27, 1843,¹⁷ and who was, therefore, just one month old at the time of her father's death. The real estate was turned over to Mrs. Emerson by the executors on March 3, 1848; she sold the remainder of the claim east of Davenport, the patent to which was dated November 10, 1841, and filed January 3, 1848, to Alfred Churchill for \$2400; it was afterwards long known as the Churchill farm. The subsequent history of those lots is interesting:

The two lots (7 and 8) were conveyed by Calvin C. and Eliza Irene Chaffee (Mrs. Emerson had later married Chaffee), to one James K. Mills, on August 31, 1857, which was the year of the Dred Scott decision by the United States Supreme Court. Mills and his wife in turn conveyed the two lots on September 12 of the same year, to Joseph Lambrite. Lambrite executed a mortgage to Calvin C. Chaffee, who foreclosed the mortgage in 1859, and the property went back to the Chaffees, who conveyed it to John L. Swits, November 21, 1867. On March 8, 1878, John L. Swits gave a quit claim deed to Mrs. Chaffee. Then Dr. Chaffee and Mrs. Chaffee in turn gave a quit claim

¹⁷From the notation on her tombstone in the Albany Rural Cemetery as furnished to me by Mr. T. C. Smith of the New York State Department of Education. Mr. Smith has also sent me a photostatic copy of the announcement of Mrs. King's death in the *Albany Evening Journal* of September 16, 1919.

deed to Henrietta Emerson King on January 18, 1888, by which deed it came into the hands of the daughter for whom Dr. Emerson provided in his will.

Mrs. King and her husband sold lot 7 to Young, Harford and Co., June 14, 1890; and they deeded lot 8 to Reimers & Feinald Co. August 28, 1888. Thus it appears that the property where Dr. Emerson hoped to make his home was finally sold to strangers nearly fifty years after the Doctor's death.¹⁸

For later history the significant phrase in the will of the doctor was the innocent stipulation that "all the rest residue & remainder of my estate & effects real & personal whatsoever & wheresoever" be given to Eliza Emerson in trust. By this means Dred Scott's family was also included among the assets of Dr. Emerson, although as slaves the family could not be so enumerated or held in free Iowa; but in Missouri they could be so held and were. In St. Louis, where Emerson owned 19 acres of land three miles from the city, an ancillary will was also filed.¹⁹ Since 1838, however, the Emersons had not had much to do with the Scotts. While Dr. Emerson was in Florida, Mrs. Emerson was with her family in St. Louis or Jefferson Barracks, where her brother-in-law, Col. Bainbridge, was stationed.

Bainbridge took some charge of the Scotts both during that period and later when Emerson was in Iowa and after the latter's death. He would hire either Dred or Harriet out to work, when he could for \$5.00 a month, paid to Mrs. Emerson in the later years.²⁰ Mr. Walter Hand in *This Is Vermont* says of Roswell M. Field, a native of Newflane, Vt., and the father of Eugene Field, that he gained fame "by fighting before the Supreme Court for the freedom of his negro janitor, Dred Scott." Maybe Field hired him for a while and thus became interested in him. "Scott was a shiftless no account chap," according to Hodder.²¹ "Apparently Scott was one of the most shiftless and lazy members of his race. Mrs. Emerson

¹⁸I am gratefully indebted to Mr. E. J. Carroll of Davenport for the details of this history of the property.

¹⁹A letter to the writer from Lucius H. Cannon, Librarian of the Municipal Reference Library, St. Louis, Mo., dated May 13, 1936.

²⁰Frank H. Hodder, "Some Phases of the Dred Scott Case", *Mississippi Valley Historical Review*, June, 1929, XVI, No. 1.

²¹*Ibid.*

had no use for him, so she allowed him to remain as a hanger-on at the army post and to shift for himself.'²²

Under such conditions Scott drifted back to his old masters, the Blow family. Taylor Blow the son of Peter Blow, found himself bothered by Scott. He did not want him. Mrs. Emerson didn't want him. Nobody wanted poor Scott. Yet, *he had been left in trust* by Dr. Emerson's will. Mrs. Emerson did not want to own slaves, but she doubted her right to emancipate the Scotts under the terms of her husband's will.²³ Consequently, in 1846, a suit was brought in the local courts to declare them free to get rid of them. Previous to the case of Dred Scott, eight similar cases had been before the Missouri court since 1820, all brought on similiar grounds of slaves taken by their masters into free territory, and then returned to slave territory; and all of them were decided in favor of the colored petitioners.²⁴ While the court of first instance decided that because Scott had been taken into and kept in free territory he had gained his freedom, the Supreme Court of Missouri reversed the decision when the case was appealed to that court in 1852. The story of the famous Dred Scott case through the courts from 1846 to March 1857, is not properly a part of this paper; suffice it to say that the United States Supreme Court sustained the decision of the Missouri Supreme Court in its famous decision of 1857, a decision that shattered the Squatter Sovereignty dream of Stephen A. Douglas and which did much towards precipitating the bloody struggle of four years later—grave consequences which grew out of the will made in a sick room in the LeClaire House in Davenport, on a cold December day in the year 1843.

While the status of Dred and his family was still unsettled, Mrs. Emerson and the little Henrietta went to Springfield, Massachusetts, in 1848, to live with her sister, Mrs. Barnes. There she met Dr. Calvin C. Chaffee, a physician, whom she married in 1850. (It was also his second marriage.) Dr.

²²A paper on Dred Scott by Emanuel O. Peden of St. Louis, Mo. (Works Progress Administration, 1936).

²³*Ibid.*

²⁴Milton, *op. cit.*; Hodder, *op. cit.* The dissenting opinion was by Justice Gamble, the Missouri Court of Appeals, March term, 1852, 15 *Missouri*, 586. Justice Gamble also refers to similar decisions in Virginia, Louisiana, Mississippi, and Kentucky.

Chaffee was born in Saratoga Springs, New York in 1811; he was graduated from the Medical School of Middlebury College, in Vermont, in 1835, and afterwards practiced his profession in Springfield. He was an active abolitionist and in the 1850's a leading light in the American or "Know-Nothing" party, which party elected him to Congress in 1854 and in 1856. He served as librarian to the House of Representatives from 1859 to 1861; then practiced medicine in Washington until 1876, when he returned to Springfield, where he died August 9, 1896. When, after the decision of the Missouri Supreme Court in March, 1852, it was decided to take Dred Scott and his case into the United States Courts, Dr. Chaffee found himself in an embarrassing position. As an active abolitionist he was anxious to get a decision on the moot question which had developed; as an abolitionist he did not want his wife made the defendant in such a case. Therefore a transfer of ownership of the Scotts, or a fictitious sale, was made to Mrs. Emerson's brother, John F. A. Sanford, who appears as defendant in the U. S. Court record.²⁶ Peculiarly, his name is misspelled there, as Sandford. Another marked error in the U. S. Supreme Court record says that Scott was sold to Sanford by Emerson, who had been dead three years before the case ever started in the Missouri courts, with Mrs. Emerson as the defendant. The court records also err concerning Dred's two girls. The pleading and the decision in the record of the United States Supreme Court make out Eliza as about thirteen and Lizzie as about seven; whereas in 1857, when the decision was given Eliza was nearly nineteen and Lizzie a year or so younger. Eliza's birth north of the famous line of 36° 30' also entered into the pleading in the case.

Mrs. Emerson-Chaffee died in Springfield, February 12, 1903, at the age of 88. That would make her birth date 1814 or 1815, and her age when she married Emerson in 1838 about twenty-three years. The daughter, Henrietta Sanford Emerson, married J. Howard King, an eminent citizen of Albany, New York. The Kings had three daughters; who became respectively Mrs. E. S. J. MeViekar, Mrs. Frances E. Carley, and Mrs. Oliver Perrin. The latter two were living in New

²⁶Milton, Hodder, Peden, *op. cit.*; *U. S. Supreme Court*, 15 *Law Edition*, 691ff.

York City at the time of the writer's last advices, as was Mrs. Carley's daughter, Miss Anna Carley, the great-grand daughter of Dr. John Emerson and of Irene Sanford Emerson. Mrs. King died in New York City September 15, 1919. Mr. King had died 19 years before. They are buried in The Albany Rural Cemetery.²⁶

During the time the Dred Scott case was dragging through the courts, Dred himself was the object of much care on the part of his attorneys and other interested parties, and he had cause for rejoicing.

"He was cared for in a very princely fashion, for a slave by the men who made him the famous exhibit A."²⁷ During a part of the time at least, he was in the custody of the Sheriff with the order that he be hired out for wages and that they be impounded for the benefit of the successful party.²⁸ He didn't know what it was all about, but he knew that he had become somebody; and after the famous decision of March, 1857, he was somebody more. He and his family were immediately emancipated by Sanford after the Supreme Court decision.²⁹ "Dred, or 'Old Dreadful' as he was called in St. Louis, died there at about the age of sixty years. He lived to witness the emancipation."³⁰ On the other hand, George Creel in an article in *Colliers*,³¹ says that Dred died in 1858, but he gives no authority for that statement.

Eliza and Lizzie disappeared from human ken and no one knows the ways they went.

And because Dr. Emerson felt the presence of death beside his bed as he lay in a hotel room in a little village on the fringes of civilization, he was moved to look beyond his own ebbing hours and into the future of the baby Henrietta whom he had fathered. His fainting voice dictated a will in carefully chosen words which Henrietta's mother tried to observe. And because a certain black man in St. Louis nominally was included among the assets which Mrs. Emerson was directed

²⁶See footnote 17 above.

²⁷From a letter to the writer from Mr. Charles H. Luecking of St. Louis, quoting Mr. McCune Gill, of that city, July 15, 1936.

²⁸Peden, *op. cit.*

²⁹Milton, *op. cit.*

³⁰Richter, *op. cit.*

³¹June 12, 1937.

to conserve, there are many monuments at Gettysburg and at Antietam, and Mrs. Emerson's native state was wounded and scarred by civil war. Tragedy abided unseen in that hotel room in Davenport on that December day, and then moved on in the silent way that Euripides sensed so long ago in Athens, while the innocent author's body mouldered in an unknown grave and his name shot up into a fame that he would not have wanted.

NOTICE

All Lot jumpers are hereby notified not to remove any buildings, fences, or improvements of any kind from any Lot in the Town of Davenport, on the North & North West Fractional quarters of Section 35, Township 73, N. Range 3 East of the 5th principal Meridian, as I am determined to prosecute indiscriminately all who may trespass on said lots.

Antoine Le Claire.

Iowa Sun and Davenport & Rock Island News, Davenport, Sept. 25, 1839, *et seq.*

The organization of Davenport's Fire Company No. 1 was accepted by the town council on January 28, 1840. The ordinance governing the conduct of fire companies, adopted at that time, provided in part

"That no fire company shall exceed twenty-five in number, and that when any company shall be disbanded, or when new companies shall become necessary, volunteers may offer by enrolling themselves into a company, choosing a foreman and secretary, and reporting their names to the council, for acceptance. And all companies belonging to the fire department, and each individual composing those companies, shall be subject to the control of the town council and whole companies or individuals shall be liable to be displaced for any improper conduct, or when the public interest may require a change, and successors appointed.

Approved January 28, 1840

R. Bennett, Mayor

F. Wilson, Recorder.

Iowa Sun and Davenport & Rock Island News, Davenport, February 3, 1840.

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