

1963

Politics and Property During the Transfer of Florida from Spanish to English Rule, 1763-1764

Robert L. Gold



Part of the [American Studies Commons](#), and the [United States History Commons](#)

Find similar works at: <https://stars.library.ucf.edu/fhq>

University of Central Florida Libraries <http://library.ucf.edu>

This Article is brought to you for free and open access by STARS. It has been accepted for inclusion in Florida Historical Quarterly by an authorized editor of STARS. For more information, please contact STARS@ucf.edu.

Recommended Citation

Gold, Robert L. (1963) "Politics and Property During the Transfer of Florida from Spanish to English Rule, 1763-1764," *Florida Historical Quarterly*. Vol. 42 : No. 1 , Article 5.

Available at: <https://stars.library.ucf.edu/fhq/vol42/iss1/5>

POLITICS AND PROPERTY DURING THE
TRANSFER OF FLORIDA FROM SPANISH
TO ENGLISH RULE, 1763-1764

by ROBERT L. GOLD

ENGLAND ACQUIRED LEGAL and sovereign control of Spanish Florida on February 10, 1763. After more than a century of imperialistic adventures, which had assumed the form of invasions and guerrilla penetrations from her colonies to the north, Great Britain wrested Florida from Spain's grip at the Paris peace conferences following the French and Indian War.¹ Because the British had successfully assaulted Havana in the summer of 1762, the Spanish negotiators reluctantly bartered Florida away in order to retrieve their great treasure terminal of the Indies. Less than four months of diplomacy were required to arrange the end of almost two hundred years of Spanish colonial rule in *Tierra Florida*.²

Cortes' conquest of the magnificent Aztec civilization had not yet occurred when Adelantado Juan Ponce de Leon first sighted the lush Florida shoreline in 1513. When Ponce de Leon, seeking the legendary island of Bimini, landed on an uncertain floral portion of the Florida peninsula he called the new discovery "La Florida," and claimed it in the name of His Catholic Majesty, the King of Spain. "La Florida" had no boundary limits.³ Actually,

-
1. This international conflict was called, in America, the French and Indian War; in Europe, the Seven Year's War.
 2. The preliminary articles of peace between Great Britain, France, and Spain were arranged at Fontainebleau on November 3, 1762. On February 10, 1763, the final treaty of peace was signed by representatives of the three countries although the negotiated agreements were not ratified until February 25, 1763. The Treaty of Paris was ratified respectively by Great Britain, France, and Spain on February 21, 23, and 25, 1763. Frances Gardner Davenport and Charles Oscar Paullin (eds.), *European Treaties Bearing on the History of the United States and Its Dependencies*, 4 vols. (Washington, 1917-1897), IV, 92-98.
 3. Definitions of Florida's boundaries vary according to the many sources that attempt to delimit the sixteenth century Spanish territory. One source referred to Spanish Florida as the Atlantic coast area south of the Gulf of St. Lawrence. Another considered Quebec to be a part of Florida; all of North America was in fact called *Tierra Florida*. Anthony Kerrigan (trans.), *Barcia's Chronological History of the Conti-*

this land extended as far to the north and west as Spanish military power could support it in the face of later English and French encroachments.⁴

In the fifty years that followed the discovery of Florida, Spain demonstrated only exploratory interest in the tropical colony where gold and silver ores were absent, and where fierce, uncivilized, and uncooperative Indians were particularly ubiquitous. The treasure-laden Spanish convoys bearing the exported opulence of the Indies therefore glided past the uncolonized shores of Florida on their way to European coffers. Finally, when the Spanish court learned that a colony of French Huguenots had stealthily infiltrated into the Florida lands in 1564, Spain determined to colonize that New World area. Involved in the plan of Spanish colonization, of course, was a definite scheme to annihilate the unwelcome foreign heretics. The Florida coastal waters were much too close to New Spain, the Bahama channel, and the Hispanic Caribbean to be allowed to remain under the escutcheon of any other European power.

In order to protect the Crown's territories as well as the *flotas* of bullion that flowed from Havana through the Florida seas to Spain, Philip II, on March 20, 1565, agreed to a *capitulacion y asiento* with Admiral Don Pedro Menendez de Aviles for the colonization and conquest of Florida. Under the auspices of those orders the French intrusion was systematically destroyed. Although Menendez' victory squelched the first serious threat to Spain's North American possessions, numerous other European challenges were to follow in the succeeding years.⁵

ment of Florida . . . from the Year 1512, in which Juan Ponce de Leon Discovered Florida, Until the Year 1722 (Gainesville, Fla., 1951), 191; John W. Monette, *Extent of Florida: History of the Discovery and Settlement of the Valley of the Mississippi by Three Great Powers Spain, France and Great Britain and the Subsequent Occupation, Settlement and Extension of Civil Government by the United States up to the Year 1846* (New York, 1848), 46.

4. Pope Alexander's Papal Bull of May 4, 1493, granted Spain " . . . all the Islands and Continents discovered towards the West and South, drawing a line from the North to the South pole, distant one hundred leagues towards the West and South from any of the Islands known as the Azores and Cape de Verde Islands . . ." but the powers of Europe could not have been expected to concur with a Papal decision concerning international boundaries for the New World. Florida, *Florida Statutes: Helpful and Useful Materials*, 3 vols. (1941), III, 98-100.
5. Woodbury Lowery, *The Spanish Settlements within the Present Limits of the United States, 1513-1574*, 2 vols. (New York, 1901,

Spain historically retarded but never thwarted the northern trespasses of England and France in the immense territory called Florida. Since the Spaniards settled North America approximately one hundred years before the other European nations commenced scrambling for New World colonies, the Spanish court presumed that all the domains north of Ponce de Leon's landing belonged to the throne of the Catholic Kings. Such a presumption, however, would be contemptuously ignored by Europe's seafaring states throughout the Colonial Period.

The Hispanic claim to the Americas was enervated by the inevitable passage of time, and stunned by numerous political and economic circumstances. The loss of the 1588 armada, the continuous expenses of the sixteenth- and seventeenth-century religious wars, the erosion of the Spanish colonial machinery, the inflation and monetary devaluation that accompanied the bullion fleets to Spain, and the continuous harrassments of the other European powers eventually debilitated Spanish control of the Western Hemisphere. As a consequence, England, France, and even the Netherlands gradually sliced large pieces of the boundless "La Florida" from the body of Spain's New World possessions.

The Seven Pears' War finally terminated any pretense of Spanish hegemony in Florida. The Paris Treaty of 1763 legally climaxed Spain's sad struggle with the other European nations for North American colonies. Prior to 1763, Spain had already lost eastern America north of latitude 31° and southwestern America west of the Perdido River. But, at the 1762-1763 conferences Spain was forced to acknowledge the territorial loss of the debated extremes of La Florida along with the loss of the Florida peninsula itself. Spain's power in Florida was reduced to arranging the imperial transfer of the old abbreviated colony from Spanish to British control.

Article XX of the Treaty of Paris discussed the transfer of Florida to English sovereignty. Great Britain became the new landlord of the St. Augustine *presidio*, Pensacola, and all the property east and southeast of the Mississippi River. In an attempt to coax the resident Spanish population to remain in Florida, the treaty's Florida section declared that the inhabitants of Spain's

1905), I, 3-338, and II, 123-253; Eugenio Ruidiaz y Caravia, *La Florida: Su Conquista y Colonizacion por Pedro Menendez de Aviles*, 2 vols. (Madrid, 1893), I and II, *passim*.

former colony could continue living under British authority, worshipping according to their Roman Catholic practice. Those Spanish subjects who wished to leave Florida were allotted eighteen months to settle their affairs and sell their properties; all property, however, had to be sold to subjects of His Britannic Majesty. The eighteen-month proviso would become operative when the ratifications of the Paris agreement were exchanged; March 10, 1763, was the actual date when the stipulated period commenced. The Spanish crown had the same opportunities as its citizens to carry away movable property, including military equipment and supplies.⁶

The physical transfer of Florida to English governmental control did not take place until the summer of 1763. Great Britain, preoccupied with other foreign matters, waited approximately five months to enter Florida officially, although the twenty-fourth article of the Treaty of Paris had proclaimed that the effective change of sovereignty could occur three months from the final ratification date.⁷

During the transfer of Florida from Spanish to British control two paramount questions, inadequately discussed in the Treaty of 1763, confounded the personnel involved in the exchange procedures. One of these difficulties concerned the tropical *cayos* (the Florida Keys)⁸ south and southwest of the Florida peninsula. The other problem originated from the property sales that were arranged between the migrating Spaniards and the arriving British land speculators. Both of these international problems nettled the

6. According to Article XX of the Treaty of Paris, "His Britannick majesty further agrees, that the Spanish Inhabitants, or others, who have been subjects of the catholick king . . . may sell their estates, provided it be to His Britannick majesty's persons, without being restrained in their emigrations, under any pretense whatsoever, except that of debts, or of criminal prosecutions: the term limited for this emigration, being fixed to the space of eighteen months. . . ." Davenport and Paullin, *European Treaties* . . . , IV, 96-98; *Tratado Definitivo de Paz Concluido Entre el Rey, Nuestro Senor y S. M. Christianisima por Una Parte, y S. M. Britanica por Otra, en Paris a 10. de Febrero de 1763. Con Sus Articulos Preliminares y la Accesion de S.M. Fidelisma a Ellos, y al Mismo Tratado* (Madrid, 1763), 191-194; *London Magazine* (March, 1763), 149-158.

7. *Ibid.*

8. For a careful and detailed account of the Keys dispute, see Charles W. Arnade, "Florida Keys: English or Spanish?" *Tequesta*, XV (1955), 41-53.

English and their Spanish predecessors for almost the entire period of British rule in Florida.

The Anglo-Spanish property transactions were legally authorized by the Treaty of Paris of 1763. Article XX had definitely stipulated that the Spanish residents of Florida could sell their estates to English subjects within an eighteen month period.⁹ The new colony was settled, however, without any regard to those treaty regulations. Aspiring to attract colonists to the new province, the King's Proclamation of October 7, 1763, announced that the Florida lands would be "granted" to soldiers and citizens; the Florida governors were thus empowered to grant property subject to the crown's approval. Since the King's government hoped to reduce border tensions between the American colonists and the midwestern Indians, it was assumed that the Proclamation of 1763 would entice American frontiersmen away from the angry areas of the north into the almost empty Florida provinces.¹⁰ As a consequence, the new English settlers or speculators often received land grants which included property that already had been sold to other British subjects during 1763-64. The Treaty of Paris was thus superseded by the King's October Proclamation.

Since His Britannic Majesty's government considered the Spanish titles to be valueless, the crown commanded the Florida governors:

. . . not to admit of any claims which should be made within the province under his government on pretense of purchases, grants, or conveyances from the subjects of Spain, nor suffer any such claims to be entered on record, excepting such only as having been first presented to his majesty should have received his Royal approbation on a proper examination of them by the crown lawyers in England, nor before such royal approbation should be regularly signified to him.¹¹

-
9. Davenport and Paullin, *European Treaties* . . . , IV, 96-98; *Treatado Definitivo de Paz* . . . , 191-194; *London Magazine* (March, 1763), 149-158.
10. Clarence W. Alvord, "The Genesis of the Proclamation of 1763," *Michigan Pioneer and Historical Society*, XXXVI (1908), 20-52.
11. Fowler Walker, *The Case of Mr. John Gordon with Respect to Certain Lands in East Florida, Purchased of His Catholic Majesty's Subjects by him and Mr. Jesse Fish for Themselves and Others, His Britannick Majesty's Subjects: In Conformity to the Twentieth Article of the Last Definitive Treaty of Peace* (London, 1772), 19; the King to Governor James Grant, PRO:CO 5/546, Whitehall, April 3, 1764. All documents cited as PRO:CO (Public Records Office: Colonial office) are located in the microfilm collection of the P. K. Yonge Memorial Library of Florida History, Gainesville, Florida.

Those Englishmen who had purchased land tracts according to the stipulations of the 1763 Treaty were forced to acknowledge the loss of their expended cash as well as their recently acquired property unless they were willing to journey to the British Isles to litigate against the royal government. Typically, the Spaniards had received only small retainers or promises of payment for their estates. Most of the Spanish inhabitants of Florida therefore lost their property and the sales prices that they had anticipated pocketing because of Britain's colonial policy.¹²

One incensed investor, John Gordon of South Carolina, filed a lengthy accusation against the crown's program when his property petitions had been rebuffed in Florida. Since Governor James Grant of East Florida directed the perturbed purchasers to seek compensation in Great Britain, the South Carolinian's only recourse was to complain directly to the royal government. Gordon, therefore, procured deeds, testamentaries, notary testimonies, and documents of purchase with the hope that he and his investment associates would not have to forfeit their several thousand acres of Florida territory. Gordon's pleas were never satisfied, however, and his purchased properties were parceled out to other English grantees; Governor Grant distributed ". . . the lands in the same manner as if no purchases of them from the Spanish proprietors had ever been made . . ." ¹³

John Gordon eventually voyaged to England to seek reparations. His legal case was based upon the Treaty of Paris, which had definitely outlined a method of international sales; the Spaniards possessed a legal right to sell their estates, and Englishmen were legally permitted to buy Florida territory. In his published complaint, Gordon acrimoniously reminded his government that the crown had never proclaimed any public policy asserting the

12. *Ibid.*; Jesse Fish Account Book, East Florida Papers, Section 319, 1763-1770, Library of Congress; Governor Feliu to Conde de Ricla, AGI 86-7-11/18, St. Augustine, November 15, 1763; Juan Elixio de la Puente to the Governor of Cuba, AGI 86-7-11/24, Havana, March 4, 1772. All documents listed as AGI (Archivo General de las Indias) were obtained from the Stetson collection of Spanish manuscripts located in the Yonge Library of Florida History. Most of the Stetson collection was reproduced from the manuscript archives of Sevilla, Spain.

13. Walker, *The Case of Mr. John Gordon*, 19; Governor James Grant to the Board of Trade, PRO:CO 5/550, St. Augustine, September 9, 1768.

necessity of "purchase rights" in the Floridas. Although Gordon's argument appeared to have validity, the British government did not recognize the American's land titles; the crown's officials likewise ignored the 15,000 pound sterling compensation that Gordon deemed he deserved for his investment, petition, and travel costs.¹⁴

While the King's London officials were apparently indifferent to the issues of legality and justice that Gordon vehemently asserted, Great Britain's Florida authorities were decidedly suspicious of Gordon's enormous claims. John Gordon, his partner Jesse Fish, and their associates insisted they had purchased a gargantuan tract of land along the St. Johns River, approximately twenty-five miles west of East Florida's capital, St. Augustine. Ostensibly, 4,577,280 acres - 1,058 square leagues - of territory on both banks of the St. Johns passed from Spanish citizens to the Gordon-Fish investment company,¹⁵ although other contemporary observers averred that the land speculators had acquired 10,000,000 acres. Colonel James Robertson, General Thomas Gage's investigating agent in the Floridas, talked with John Gordon soon after the purchase had been concluded and reported the details of the conversation to his superior on March 8, 1764:

However, on my return to the Continent I found, Mr. Gordon at Charlestown, who show'd me Conveyances that had been made soon after my departure from St. Augustine by the Spaniards to him, and Mr. Fish, the whole amounting to ten millions of Acres, he gave me plans of these purchases, with letters explaining the nature of them, which I have the honor to give you.

He declared a great desire to avoid obstructing by his purchase any views of His Majestys Ministers, and profess'd a willingness to part with the lands at a very moderate profit to

-
14. Walker, *The Case of Mr. John Gordon*, 30-31; Charles L. Mowat, "The Land Policy in British East Florida," *Agricultural History*, XIV (April, 1940), 75-76; Account of Mr. Gordon's purchases in East Florida for himself and other British subjects, PRO:CO 5/546, East Florida, February 16, 1775.
 15. Governor of Cuba to Minister Julian de Arriaga, AGI 86-7-11/150, Santa Domingo 2574, Havana, May 18, 1772; Walker, *The Case of Mr. John Gordon*, 1-36; General Gage to Lord Halifax, New York, March 10, 1764, Clarence E. Carter (ed.), *The Correspondence of General Thomas Gage with the Secretaries of State and with the War Office and the Treasury, 1763-1775*, 2 vols. (New Haven, 1933), I, 19.

the Crown, he will wait till your pleasure is signify'd to him on this subject after which, he says he can easily procure Setlers to possess them on advantageous Conditions to himself, he says that a Sum was payd by the first Grantee to the Spanish treasury in lieu of all duties, and that these lands consequently are not subject to quit rents.¹⁶

General Gage apparently had already considered the debated property arrangement before receiving Robertson's report. Believing that the emigrating Spaniards sold property which actually belonged to the Creek Indians, the English military commander assumed that the real estate deal between the Spaniards and the Gordon-Fish partnership would eventually be nullified. In his communique to Lord Halifax, Gage therefore announced that the land titles of Gordon and Fish were "far from indubitable." Although the previous Spanish owners claimed property ownership on the basis of sixteenth-century conquest, the Creeks boldly asserted that they had more recently conquered the same land from the Spanish and other Florida Indians. Accepting the Indian interpretation, Thomas Gage argued that the disputed domains were under Indian proprietorship because the indigenous people had effected a "posterior conquest." The general supported the Creek claim in his letter to Lord Halifax explaining that the Spaniards rarely ventured into the contested lands; for years, prior to the cession of Florida to Great Britain, danger and treachery accompanied any Spaniard who journeyed beyond the protective walls of St. Augustine.¹⁷

East Florida's governor, James Grant, was particularly skeptical of the huge territorial purchase. In his first official encounter with John Gordon, the governor had denied the land speculator's claims to church property in St. Augustine. And, several months later, Grant wrote a vituperative letter to the Board of Trade ridiculing a second transaction between the Spaniards and John Gordon. His letter of November 22, 1764, declared that the proprietors of St. Augustine, who were only soldiers without a significant rank, could never have owned the extensive lands that were supposedly sold to the Gordon-Fish partnership. Grant thus con-

16. Colonel James Robertson to General Gage, PRO:CO 5/83, New York, March 8, 1764.

17. General Gage to Lord Halifax, New York, March 10, 1764. Carter, *Correspondence of General Thomas Gage*, I, 19.

cluded, "It therefore is not to be believed that they or their predecessors could have Obtained from his Catholick Majesty Titles and Rights to Ten Million, or indeed to Ten Thousand Acres of this Country, And one cannot conceive any Government to be so defective as to give the permanent Property of a Country to transient People who were liable to be removed to any part of the Spanish Dominions upon a Military Order" ¹⁸

Gordon initially attempted to win the right to his claims through written appeals and the intercession of influential London friends. Later, hoping a personal plea would strengthen his case, he resorted to an Atlantic Ocean crossing. The Carolinian continually pledged that the purchased lands had been granted royal Spanish titles long before 1763. Those titles and Article XX of the treaty of 1763, he insisted, entitled him to own his extensive acquisitions. All Gordon's appeals were futile. The properties, which he had appraised to be worth 10,000 pounds sterling, were finally granted to other British subjects. ¹⁹

The British property policy was characteristically as arbitrary in West Florida as in East Florida. Because of their constant efforts to attract small farmers to the Floridas, the British officials were especially reluctant to acknowledge large land holdings. His Majesty's colonial specialists were apprehensive that an absentee landlord class would develop in Florida if extensive land speculation was not prohibited. The British government realized that the growth of such a class would probably arrest the movement of the northern settlers into Florida; as a result the Indian borders, north of the Floridas, could be expected to experience further tension and strife. Without the existence of a plantation type of proprietorship, the colonial ministers hoped therefore to alleviate the Indian crisis and establish a successful quit-rent system. According to the economic historian, Clinton N. Howard:

They seem, wherever possible, to have avoided making large grants, apparently on the theory that the quit-rent sys-

-
18. Governor James Grant to the Board of Trade, PRO:CO 5/540, East Florida, November 22, 1764.
 19. Robert Walpole to the Lords of the Committee of Council for Plantation Affairs, PRO:CO 5/540, London, October 8, 1765; Memorial of William Thomson, William Greenwood, and William Higginson, Merchants of London, in behalf of John Gordon, PRO:CO 5/540, London, September 6, 1765; Walker, *The Case of Mr. John Gordon*, 1-36.

tem would operate more effectively and the welfare of the colony would be better served by the encouragement of numerous settlers of the small farmer and artisan class, who held their lands directly of the crown. . . . From the government's point of view then it would be undesirable to create a class of large land owners who would be, in most cases, absentees. To have followed the latter policy would have been to create in the new colony a quasi-feudal class which might well have impeded the smooth working of the royal colonial system.²⁰

Many purchasers of Spanish property consequently lost their acquisitions when the British government refused to recognize their transfer claims. Sixteen such petitions were denied in one sitting of the Council of West Florida on January 24, 1765. Many property titles were invalidated during the process of land registration in West Florida, although the same deeds were often returned to the original purchasers under later land grants. The British government nevertheless decided that Spanish deeds were not necessarily valid in the new British province. The local Florida councils, rather than private individuals, therefore controlled the power of land transfers and adjustments; individuals naturally continued to hold petition privileges.²¹

The Gordon case clearly indicates that the British crown commenced repudiating the Treaty of Paris within the first year of the agreement's promulgation. Outside of East Florida, Great Britain followed a similar course of international illegality in West Florida. England's property program in the Floridas reveals that the English authorities were particularly concerned with the construction of a new colonial system; they were less interested in the manner in which the new system contradicted the proprietorship arrangements of the Treaty of Paris. Although Great Britain's occupation of the disputed Keys can be justifiably interpreted as the result of the Treaty of Paris' lack of specificity, British property policy in the Floridas vividly exposes England's illegal behavior under international law. British national interests thus triumphed over international legality.

Even though the British authorities would later arbitrarily

20. Clinton N. Howard, "Alleged Spanish Grants in British West Florida," *Florida Historical Quarterly*, XXII (October, 1943), 83-84.

21. *Ibid.*, 81-83; Clinton N. Howard, "Some Economic Aspects of British West Florida, 1763-1768," *Journal of Southern History*, VI (May, 1940), 209-213.

invalidate many of the land transactions between Spanish and English citizens, agents of the Hispanic crown were assiduously endeavoring to sell Florida's private and royal real estate in 1763-1764. Ingeniero Ordinario Don Juan de Cotilla and Ingeniero Voluntario Pablo Castello were the first commissioned emissaries ordered to St. Augustine to assist Governor Melchor Felíu with the appraisal and sale of the Spaniards' real property in the Florida capital; Don Joseph Bernet and Lieutenant Don Pedro Amoscotigui y Bermudo had similar duties in Pensacola under the direction of Governor Don Diego Ortiz Parrilla.²²

While Pensacola's Spanish settlers encountered British sales regulations and restrictions,²³ the St. Augustine agents sold few properties within the capital city before the mass Spanish emigration was concluded in January, 1764. Don Juan Elixio de la Puente, the former chief officer of royal accounts in Florida, therefore traveled to St. Augustine as the official sales commissioner of Spanish property. Puente's departure orders were dated April 10, 1764, but seventeen days passed before he embarked for the Florida *presidio* carrying a portfolio of real estate records and approximately one hundred property proxies.²⁴

22. Governor Felíu to Conde de Ricla, AGI 86-7-11/11, St. Augustine, August 29, 1763; Governor Felíu to Conde de Ricla, AGI 86-7-11/19, St. Augustine, December 28, 1763; Governor Felíu to Minister Julian de Arriaga, AGI 86-6-6/43, Havana, April 16, 1764; Instructions concerning the 1763 evacuation, AGNM, vol. 425, documents 14-24 and 60-64, July 6, 1763, and November 24, 1763; Minister Julian de Arriaga to Conde de Ricla, and Conde de Ricla to Minister Julian de Arriaga, AGI 86-7-11/228, Santo Domingo 2574, Havana, April 19 July 6, 15, and September 22-24, 1763; Charles W. Arnade, "The Architecture of Spanish St. Augustine," *Americas*, XVIII (October, 1961), 161-163, 181-186. All documents cited as AGNM (Archivo General de la Nación, Mexico) were obtained from the microfilm collections of the Yonge Library of Florida History.
23. Governor Parrilla to Conde de Ricla, AGI 86-7-11, Pensacola, September 2, 1763; James Robertson to General Gage, PRO:CO 5/83, New York, March 8, 1764; Howard, "Some Economic Aspects of British West Florida," 209-213.
24. Because the distinguished Puente was probably the wealthiest (Puente's landed properties even in the depressed market of 1763-1764 brought him 7,700 pesos) and most esteemed citizen of St. Augustine, he was chosen by the former inhabitants of the community to sell their properties. Personal conversations with Dr. Mark F. Boyd; Mark F. Boyd, unpublished history of eighteenth century Florida and Juan Elixio de la Puente; Residents of St. Augustine to Don Juan Elixio de la Puente, delivering powers of attorney to Puente for property sales, Papeles Procedentes de Cuba, Legajo 372, Havana, February 10, 1772. The latter document is located in the Yonge Library of Florida History.

The Spanish representative's instructions were quite explicit. Besides possessing royal permission to dispose of real and personal property, Puente was authorized to retrieve all assets, provisions, tools, or other valuable articles, which had not been previously marketed or traded. He was also ordered to exchange the unsold crown belongings for such items as canvas, tackle, nails, and flour, if possible. As expected, the royal officials of Cuba required a notary to witness all final sales arranged through the office of their emissary; a detailed report of all the activities was likewise commanded. Finally, the royal authorities clearly stressed that Puente was to avoid any and all transgressions of the Treaty of 1763.²⁵

Puente's immediate, and apparently impossible, duty was to find some means of profitably disposing of the Spanish buildings. The Floridian soon discovered that property prices had collapsed with the arrival of the English forces. To his dismay, Puente also found an almost apathetic and inactive land market. As Governor Feliu's final Florida dispatch had revealed, few interested purchasers were available in St. Augustine.

In his last communique to the Cuban officials, Governor Feliu had blamed the British for the deflation of land values in the old colonial city. Although the Florida governor readily admitted that the English military authorities had cooperated with the Spanish officials to achieve harmony during the transfer operations, Feliu castigated the new province's soldiers for stripping wooden sections from the city's houses in their endless efforts to keep winter fires burning. Feliu also indicted the British military leaders for thwarting property sales between Spanish and English subjects.²⁶

Besides the immediate British impediments to property disposition, Feliu warned the Cuban officials that Great Britain could not be expected to provide a future market for the Spaniards' real estate holdings. The ex-governor was quite doubtful that numerous English investors or merchants would quickly appear in St. Augustine to absorb unsold Spanish property. He mentioned the

25. Puente to the Governor of Cuba, AGI 87-1-5/2 and 3, Havana, February 26, 1766; Charles W. Arnade, "The Avero Story; An Early St. Augustine Family with Many Daughters and Many Houses," *Florida Historical Quarterly*, XXXX (July, 1961), 6-7; Boyd, unpublished history of eighteenth century Florida and Don Juan Elixio de la Puente.

26. Governor Feliu to Minister Julian de Arriaga, AGI 86-6-6/43, Havana, April 16, 1764.

bar of St. Augustine as being an insurmountable obstacle to the use of the capital city as a British trading center. The dreaded sand bar, which he asserted was "the worst in the entire North," had already cost the English significant trade losses. The provisional governor also opined that the incipient increase of Indian barbarities would not encourage settlement in Spain's ex-colony.²⁷ Obviously, without the possibility of a populous British colonization, the Spanish land owners never could have hoped for any financial reimbursement for their property.

While Governor Feliu's interpretive letter offered a number of excellent explanations for the grim property situation, there were at least several other reasons why the Spaniards encountered sales problems. It is certainly possible to argue that both Cotilla and Puente, bound by the eighteen month proviso of the Treaty of Paris, were forced to seek out property markets before an appreciable number of investors were available in Florida. Besides the expense and extensive time that travel involved in the late eighteenth-century, Florida was not rapidly invaded by an army of speculators because the area was only generally known to most Europeans; residents of British America, obviously, were very conscious of Florida, and indeed it was those colonists who first streamed into the new British province. The earliest inhabitants of East Florida, except for a few shrewd southern merchants and exporting-house factors, were the English troops, and their slight salaries would not have permitted significant real estate purchases unless they owned commissions, or substantial savings. His Majesty's soldiers who could have afforded such investments may not have bought Spanish properties because they were hoping for the type of land grant system that the Proclamation of October 7, 1763, did offer future Florida settlers. And, other available investors could have held similar hopes. News of the opportunities of the King's Proclamation naturally choked investment appetites. Finally, it might be suggested that the "high" house appraisals of Cotilla and others may have driven off prospective buyers.²⁸

Whatever were the reasons for the sorry sales results, Puente

27. *Ibid.*; James Robertson to General Gage, PRO:CO 5/83, New York, March 8, 1764.

28. James Robertson to General Gage, PRO:CO 5/85, New York, March 8, 1764; Charles L. Mowat, *East Florida as a British Province, 1763-1764* (Berkeley, 1943), 8.

unhappily entertained the same frustrations as the preceding property salesmen. Puente's most important land deal concerned the transfer of the majority of St. Augustine's houses and lots to Jesse Fish, a factor of the Walton Exporting Company of New York.²⁹ On July 24 and 27, 1764, the Spanish realtor delivered the unsold properties of the St. Augustine *presidio* to Fish in two separate, but confidential, agreements; only about two months of the Paris Treaty's eighteen-month stipulation remained when the real estate pacts were signed. According to the written transaction, Fish was required to sell the unsold properties for the legitimate Spanish owners even after the eighteen month deadline was invoked. The peculiar property agreement stipulated that, . . . the houses and lots, which up to the present, have not been sold for want of purchasers, for which reason they have been sold or passed over in confidence to Jesse Fish, a vassel of his Britannic Majesty"³⁰ The Walton Company factor thus became the agent-trustee-owner of approximately two hundred real estate parcels, when he enacted his bargain with Juan Elixio de la Puente.³¹

Fish promised in the confidential pact to obtain the highest possible prices for the property in his charge, and to remit the profits with a punctual account of all future sales to the previous owners. All the estates were signed over to Fish at extremely nominal prices without the necessity of a binding down payment. The total "low" price of the houses and lots was declared to be 6,169 pesos; the properties north of the governor's house, which was located approximately in the center of the town, west of the plaza, were valued at 3,701 pesos, and the properties south of that central landmark were estimated to be worth 2,468 pesos.³² Fish also was given the Tolomato stone church, situated two

29. Fish served the Walton Company's interests in St. Augustine for at least nine years prior to the British occupancy of Florida. James Robertson to General Gage, PRO:CO 5/83, New York, March 8, 1764; James G. Wilson, *Memorial History of the City of New York* (New York, 1893), 305; Boyd, unpublished history of eighteenth century Florida and Don Juan Elixio de la Puente.

30. *Senate Executive Documents*, 30 Congress, 2 Session, No. 21, pp. 29-31.

31. *Ibid.*; Puente to the Governor of Cuba, Papeles Procedentes de Cuba, Legajo 372, Havana, February 10, 1772; Florida Deeds: Town Lots and Lands, vol. 357, document 20, Field Note Division, Department of Agriculture, Tallahassee.

32. Puente to the Governor of Cuba, AGI 86-7-11/24, Havana, March 4, 1772.

leagues north of the *presidio*, as well as the walls of the unfinished Church of St. Augustine for an additional two hundred pesos.

John Gordon acquired the remainder of the Church's estates in another Puente contract, similar to the Fish agreement. And, like the Puente-Fish land pact, Gordon's arrangements with the Spanish agent were likewise concluded during July, 1764. Gordon's new acquisitions included the Convent of St. Francis, the Church of Our Lady of the Milk, and the bishop's house. These properties were retailed for 2,800 pesos,³³ but the British annulled the sale less than a year after the financial details had been settled.

According to English administrative opinion, the Church's domains were an integral part of Spain's royal lands. Since the international treaty transferred His Catholic Majesty's Florida colony to British control, all royal territories including the Church estates escheated to the throne of England. With the decisive adoption of that legal interpretation, the Convent of St. Francis was renovated to serve as a soldiers' barracks, and the bishop's house was utilized for the religious services of the Anglican Church.³⁴

By September, 1764, Puente's business errand was finished. Through his official office all previous sales were confirmed, and several new sales were either authorized or executed by Puente's personal efforts. Investors, other than Fish and Gordon, purchased assorted quantities of St. Augustine real estate. Except for one large investor, James Henderson, the other recorded buyers purchased small segments of territory; their typical investment earned a house and lot.³⁵

The well-known, but little understood, Puente-Fish compact

33. *Ibid.*; *Senate Executive Documents*, 30 Congress, 2 Session, No. 21, pp. 29-31.

34. General Gage to Brigadier Taylor, Gage papers, reel II, New York, March 9, 1766, December 9, 1767, microfilm in Yonge Library of Florida History; Charles L. Mowat, "St. Francis Barracks, St. Augustine: A Link with the British Regime," *Florida Historical Quarterly*, XXI (January, 1943), 269-270; Michael J. Curley, C. S. S. R., *Church and State in the Spanish Floridas, 1783-1822* (Washington, 1940), 21-22.

35. Puente to the Governor of Cuba, Papeles Procedentes de Cuba, Legajo 372, Havana, February 10, 1772; Puente to the Governor of Cuba, AGI 86-7-11/24, Havana, March 4, 1772.

has proven to be historically baffling. Questions concerning the opportunism, dishonesty, and credulity of the principals in the land negotiations have thus been continually discussed, particularly in this last decade. Some of the most perplexing inquiries have concerned the confidential quality of the transaction, the ridiculously low price assessments, the absence of a binding payment, and the reason that the Spanish commissioner unburdened the unsold domains to Jesse Fish.³⁶ Was Puente a dupe, a scheming opportunist, or only a hurried official trying to make the best possible arrangement for the ex-residents of St. Augustine?

Colonel James Robertson, completely ignorant of the confidential terms, was the first observer to comment wonderingly about Fish's immense property holdings:

On my arrival at St. Augustine I perceived that Mr. Fish who lived there long as a factor for Mr. Walton, in lieu of the debts due to him by the Spaniards, and from his having an intimate knowledge of the Situation of their affairs, would acquire all the immovable property belonging to them. Imagining such a monopoly prejudicial to the growth of a new Colony, in order to divide the property I gave notice of my apprehensions to the Governors Boon and Wright, that the inhabitants of Carolina and Georgia who were most likely to become purchasers might be apprised of the occasion.³⁷

The obviously annoyed Robertson also remarked that "the houses, Churches & Convents in St. Augustine, are all excepting the Governor's house Claim'd as private property . . . insomuch that I could hardly find a Spot for a garden to the garrison, & my time not allowing me to enter into a discussion of these Claims, In order to prevent the growth of more, I desired the Spanish Commissary to show the English Engineer what lands were the Kings & to mark them on a Chart which I give you."³⁸

Major Ogilvie, who had harshly interrogated Puente upon the Spaniard's return to Florida, was also suspicious of the July trans-

36. Because of Fish's significant relationship to the 1763-1764 transition period, Charles W. Arnade has suggested that a scholarly study of the man and his life in St. Augustine would be invaluable to the history of Colonial Florida. Arnade, "Avero Story," 6-8.

37. James Robertson to General Gage, PRO: CO 5/83, New York, March 8, 1764.

38. It is curious that Robertson averred that Fish obtained sales advantages because of unpaid debts. Since Fish acted as the representative of the Walton Company of New York it would be reasonable

actions. The English soldier probably remembered the suave Spaniard when he wrote to Lord Amherst about the property situation. After complaining about the Spaniards' continued presence in the province, Ogilvie condescendingly observed, "they likewise pretend to sell most of the lands."³⁹ The tone of the message suggests that Ogilvie believed the property sales were fictitious.

Don Juan Elixio de la Puente explained his conception of the real estate agreement in a lengthy dispatch to the governor of Cuba. Initially, he reminded his superior that the former governor, Conde de Ricla, had instructed him to arrange a confidential sale if worthwhile sales or exchanges could not be managed; a secret sale was essential in order to escape the limits of the Twentieth Article of the Treaty of Paris. Finding a depressed property market, Puente followed the Conde de Ricla's advice.⁴⁰ Of the 298 properties mentioned in Puente's communique to the governor of Cuba, only the first 110 had actually been exchanged for merchandise, Negroes, and/or cash. The other 185 private estates plus three Church properties were assigned in strict confidence to Jesse Fish.⁴¹

The low prices listed for the confidentially conveyed domains, Puente explained, were only added to convince doubting witnesses that the Spanish possessions had indeed been sold. Fish actually promised to reward the Spaniards with the highest possible prices in the future property market. The Puente-Fish transaction not only liberated the Spanish properties from the immediate threat of British confiscation, but it also encouraged the former residents

to expect the Spaniards to be indebted to Walton, but the debts to Fish cannot be similarly rationalized. In 1752 the St. Augustine *presidio* owed the Walton Company more than 60,000 pesos, and in 1763 the same company claimed debts in excess of 25,000 pesos. Esteban de Pena to the Viceroy of New Spain, AGNM, vol. 529, documents 1-11, March 2, 1763; Royal officials to the Crown, AGI 87-1-14/4, Havana, May 14, 1764; James Robertson to General Gage, PRO:CO 5/83, New York, March 8, 1764.

39. Major Ogilvie to Lord Amherst, Gage papers, reel I, St. Augustine, November 11, 1763; Mowat, *East Florida as a British Province*, 8-9.

40. Puente to the Governor of Cuba, Papeles Procedentes de Cuba, Legajo 372, Havana, February 10, 1772; Puente to the Governor of Cuba, AGI 86-7-11/24, Havana, March 4, 1772; Governor of Cuba to Minister Julian de Arriaga, AGI 86-7-11/150, Santo Domingo 2574, Havana, May 18, 1772.

41. *Ibid.*

of St. Augustine to hope for later economic profits. Puente further reported that Luciano de Herrera was staying in Florida to receive the sales returns, which would be promptly shipped to Cuba in gold, silver, or notes of exchange. The deserving owners could then obtain their sales monies from the royal officials of Cuba.⁴²

Puente's Cuban correspondence reveals many eulogistic references to Jesse Fish. The Spanish agent particularly praised Fish's willingness to participate in property agreements which could have seriously jeopardized his position with his own monarch, the King of England. Puente also mentioned Jesse Fish's efforts on behalf of the impoverished St. Augustine garrison. In the autumn of 1762, Fish, with the influential assistance of John Gordon, helped Puente supply essential provisions to the desperate citizens of St. Augustine; the conspiring triumvirate surreptitiously removed the necessary supplies from Britain's southern colonies.⁴³

While Jesse Fish was apparently engaging in treasonous activities for and with the Spanish authorities, Puente, with the authorized consent of his government, was illegally disregarding the terms of the Treaty of Paris. The property transaction between Fish and Puente was a glaring evasion of the eighteen month property provision of Article XX. Because both real estate dealers recognized the illegality of their agreement, a secret property disposition was crucial to the success of their venture. Although no specific mention appears in Puente's correspondence or in the Puente-Fish negotiations, it seems reasonable to suggest that Fish's personal risks were compensated by the financial ramifications of the July arrangements. Perhaps, the lack of down payments and the low property prices were the charges Fish demanded for the dangers he faced if His Britannic Majesty's officials discovered his treason. When Jesse Fish later encountered difficulties in the defense of his property claims, it was therefore not surprising that

42. *Ibid.*

43. Spain and England were still at war in October, 1762, when Fish, Gordon, and Puente carried supplies from Carolina to St. Augustine. Both British subjects were therefore guilty of treason. Puente to the Governor of Cuba, Papeles Procedentes de Cuba, Legajo 372, Havana, February 10, 1772; Puente to the Governor of Cuba, AGI 86-7-11/24, Havana, March 4, 1772.

Juan Elixio de la Puente pleaded his cause to the royal ministers of the Spanish crown.⁴⁴

The history of property disposition in East and West Florida, during the transfer of the old colony from Spanish to English control, indicates that both nations followed expedient national paths rather than the road of international legality. It might be argued generally that England and Spain were only willing to accept the provisions of the Treaty of Paris when they did not conflict with particular national goals. The British thus approved the principle of property exchange between Spanish and English subjects, but they carefully approved only those sales which would not disturb Great Britain's planned colonial system for the Floridas. Spain directed its Florida agents to obey the obligations of international law only to the point where Spanish economic interests were imperiled. The Anglo-Spanish transfer period therefore featured continued violations of the Treaty of 1763.

44. When the Spaniards returned to Florida in 1783-1784, Fish continued to live comfortably under the new regime most probably because of his previous services to the St. Augustine *presidio*. Puente to the Governor of Cuba, Papeles Procedentes de Cuba, Legajo 372, Havana, February 10, 1772; Puente to the Governor of Cuba, AGI 86-7-11/24, Havana, March 4, 1772.