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In 1831 Winnebago Rapids was basically a reservation under the jurisdiction of the United States War Department. A plan had been devised for assisting the Menominee Indians in becoming 'civilized' - to instruct them in the arts and sciences of white civilization, sort of a vocational training establishment. On the mainland, just across the river south of Doty Island, a 'mission' or agricultural experiment known as 'the farm' was begun in 1835-36. It included a wing dam built for water power (which later became the first in the United States to apply water power to drive machinery), a grist mill, a sawmill, a blacksmith shop, and several block houses. This had been agreed upon by the treaty of February 8, 1831.

Because it was a government project, no expense was spared. The bid which was for $19,000 for the construction of this 'farm' was accepted. Five teachers were hired to instruct the Menominee in scientific agriculture, run the mills, and preach the gospel. Their salaries were $800 per year which was to be paid from the Indian reserve fund. Their wives were to share the salary by teaching the Indians housekeeping arts.

However, the Indians were not at all interested in learning the farming techniques offered. They were perfectly satisfied and happy in doing things their own way. They were not inclined to learn mill work or different farming methods. The first summer, there was barely enough grain raised to feed the staff. A smallpox epidemic in 1835, which took the lives of nearly one-third of the Indian population, was the last straw.

The utopian dream of training the natives to farm, live in the houses, and act like the white men became a nightmare. The powers in Washington soon realized that they had a complete failure on their hands and began looking for a way to get out from under the responsibility. It was, like many other government enterprises, abandoned before it got into full swing. The Treaty of the Cedars provided that the Menominees would sell all their lands west of Lake Winnebago
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to the United States. Thus, when the treaty was ratified in 1837, the project at Winnebago Rapids was promptly abandoned.

As might be expected, everything that could be carried away soon disappeared from the abandoned government mission. Appeals for permission to buy the mill parts were at first turned down because no one seemed to have the authority to sell them. However, on February 25, 1843, by permission of the Indian Department, James Doty, who was Superintendent of Indian Affairs in Wisconsin at the time, sold the mills, gearings, water power, and buildings to Harrison Reed for $600. Acting Secretary of War Porter harshly criticized Doty for selling so cheaply and without authority, and the sale was soon nullified.

On March 3, 1843, an Act of Congress approved authorization of the sale of "all such dwellings, houses, church, etc. belonging to the United States as have been erected for the use of their agents, teachers, etc., no longer necessary for the purposes aforesaid". Soon thereafter, a notice of an auction sale of "certain land and improvements belonging to an Indian reservation at the outlet of Lake Winnebago" appeared in the Milwaukee Sentinel. The list of items included in the sale was extensive: "About 560 acres of land situated along the south channel, and about the shores of Little Lake Butte des Morts, together with a dozen or more log and block houses, a blacksmith shop, a sawmill, a grist mill, with a wing dam and a canal to operate them". Wagons and carts, tools, a stock of iron, a quantity of sash, doors, nails, chains, glass, logs ready to be sawed into lumber, and everything left over from the 'civilizing experiment' were also mentioned. The wording of the advertisement implied that the property was to be sold as a package without being divided in any way.

One of the many who read of this opportunity was an ambitious young journalist named Harrison Reed. At the time, he was publishing the Madison-Wisconsin Enquirer and the Milwaukee Sentinel, the newspaper in which the notice appeared. He no doubt, had been on the lookout for just this kind of new adventure some way to develop his business aspirations. He had already visited the area twice. The first time was in the winter of 1842-43 when he was favorably impressed with the advantages offered, and again in the spring when he hoped to choose a site for a permanent home.

Upon learning of the opportunity offered in Winnebago Rapids, Reed consulted with Judge James D. Doty, then governor of the territory of Wisconsin. The headquarters of Doty's judgeship was in Green Bay, so he was well aware of the speculation into land sales in the Fox River area, and he and his two sons, James
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and Charles, had already purchased parcels on the island. Therefore, without any hesitation, he advised the purchase. Reed continued to consider the possibilities which were available to the owner of such a collection of land and buildings and proceeded to put in a proper bid.

The morning of October 2, 1843, Reed was amazed, and slightly uncomfortable, to learn that he had "bought something". The sum to be paid was $4,760 for 562 and 44/100 acres, plus the incidental items, on a bond with three years to pay at 10% interest. As soon as the notification arrived, the new owner wrote to the United States land office and asked who was presently in possession or care of the property and what steps were necessary for him to take. The reply came back that the property was deserted and that it was his obligation to take possession at once and look after it.

By this time, Reed was beginning to realize what a bargain he had acquired and was becoming more and more excited in thinking of himself as the sole owner of the village of Winnebago Rapids. He had heard of monied people going together and building a city, so he had good reason to dream of future wealth and influence.

There was only one problem that needed to be solved. He did not have enough money to cover the bonds he had filed on the bid, and he could not sell any portion of his new acquisition until he had clear title. Fortunately, however, he had the necessary nerve and ambition to forge ahead. He disposed of his interest in the newspapers and made immediate plans to move his family onto their new property and take possession, hoping to find the ways and means to complete the purchase.

Harrison Reed and his family arrived at their new home in the winter of 1843-44, the only white family within a radius of many miles. The following summer, the Mansur family arrived and later Gorman P. Vining and George Harlow decided to become permanent residents. In December, Ira Baird and his wife came, and Rev. O.P. Clinton definitely decided to take up residence close by. Mansur was persuaded to begin repairing the old mills, and Vining, Harlow, Charles Westcott, and Gilbert Brooks were also employed making the mills and wing dam useable.

While working to improve the physical appearance of the village, to establish a post office, and to cut a road to Oshkosh, Reed kept looking for an answer to his financial dilemma. Rev. Clinton arrived with the solution. While he was in Waukesha (formerly Prairieville), he had become acquainted with Loyal Jones who was engaged in mercantile pursuits. Knowing that Clinton was planning a
Harvey Jones who provided the financing for the purchase of Winnebago Rapids (Neenah) (1805–1849).
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trip to the frontier settlements, Jones asked him to watch for investment possibilities for his brother, Harvey, who was especially interested in investing in land with water power where a town could be built. The minister suggested to Reed that something might be worked out with the Gloversville, New York, financier.

Because the time which had been allowed for Reed to close his bargain to purchase had nearly expired, he was becoming anxious. He had already illegally converted to his own use much of the personal property he had obtained and had been unsuccessful in finding financial help. With no apparent alternatives, Reed immediately sent a proposition to Loyal Jones through Clinton. The offer stated that if his brother would furnish the purchase money, he would be deeded one-half of the entire property of Winnebago Rapids with the exception of the farm on which Reed resided at the east end of Wisconsin Avenue and the place later known as the Blair Farm. Reed reasoned that these two places, plus the undivided half interest in the balance would offset the advantages offered to Jones.

Clinton carried the proposition to Loyal in Waukesha, along with his description of the property and its benefits. Loyal, in turn, passed the information on to his brother, Harvey, and encouraged him to clinch the deal. The potential buyer was favorably impressed and sent Perrine Yale to proceed with Loyal to serve as his agents to inspect the property and obtain the best deal possible from Reed. Their visit was in May, 1846, and, being satisfied with both site and offer, they effected a preliminary agreement in which Harvey Jones would furnish the money required to secure the property in due form from the government.

Shortly thereafter, Harrison Reed traveled to Gloversville, New York, and the partnership was formally established. Jones gave the cash to Reed who then went directly to Washington, and on July 23, 1846, paid the amount of his bid with the interest which had accrued. Finally, he received his patents for the land. The deed was recorded on April 9, 1847.

After closing the deal, Reed returned to Neenah, and Jones followed soon after. In August, Harvey stopped for a short time in Waukesha to look after some business interests which his brother, Loyal, had been handling for him; and in September, Col. Harvey Jones made his first visit to Neenah. He was accompanied by his wife, Sally, and son, Gilbert.

Harvey was a typical New England businessman - "close, careful, and methodical in all business arrangements". He was a slight man but an untiring
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worker. He began at once to make improvements on the property by deepening the raceway to the two mills, working in the mud and water with the men. The grist mill was repaired.

Jones remained in Neenah until the following spring, boarding most of the time with Reed at his home on the lake shore. Late in the winter, the family moved to the old mill house with his brother, Loyal. In February, 1847, Harvey and his wife and son returned to Gloversville and stayed for the summer, during which time his wife died. He spent the next winter in Neenah, and in the spring of 1848 he moved to Neenah permanently, determined to spend his life and any money necessary to build a home, a town, and a fortune.

For a very brief period of time there was harmony between the partners, but they were so different in their personalities and attitudes that there was little chance that they could ever be successful together. Reed was a man of ability with a mind full of plans and schemes. He was well-liked, even though his friends were aware of his lack of financial management skills and ready cash. Jones was an astute businessman with money.

The two were to hold the site in undivided shares. The purchase effected, each began to develop the property by platting a village, making the acquisition of lots a precarious proposition for any would-be purchaser. On September 8, 1847, Reed recorded the village plat of Neenah. Harvey Jones, as the proprietor, and Charles Yale, as his surveyor, formally platted the area from Pine Street to Church Street and from Walnut Street to Pine Street (a section four blocks in length). This was recorded on January 6, 1848, as Winnebago Rapids, Jones having completely ignored Reed’s previous action. These competing claims to the same town site, together with his ineptness as a real estate salesman, almost wrecked Jones’ plans.

The original agreement between Harrison Reed and Harvey Jones was made in New York where the law required that only a one year term for a contract was available. But orally, the two men agreed that when they got to Wisconsin they would abide by that state’s law of allowing a three year term for such contracts. The very first dissension between the two men occurred upon their arrival in Wisconsin and they met for a business conference. Jones refused to extend the time to three years.

There was obvious animosity between the Jonses and the Reeds, and their followers acquired the same outlook. There were many pranks of ‘unknown’ origin which occurred from time to time that indicated the strong feelings in
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Neenah against Menasha and vice versa. They polarized the communities against each other. There is little wonder that the descendants of the first local settlers, their friends, and present inhabitants still carry an inherent attitude against each other.

On February 20, 1847, Charles Doty gave Harvey a quit claim for $1.00 for use of water for hydraulic purposes adjoining fractions of 7 and 8 and Section 22, Township 20, Range 17E. The following fall, Jones began to plan the building of the dam which had been approved. At that time, he owned the land which it abutted on the south shore of the south outlet. Charles owned the land which it abutted on the north shore of the south outlet.

On March 8, 1848, Charles Doty and Curtis Reed secured a second charter which threw all responsibility for a south dam on Jones. The result was a long series of lawsuits between the Jones brothers on one side and the Reeds and the Dotys on the other.

In June, Curtis built a log house near the northern channel, began construction of a dam (which was completed in 1850), and sought the contract to build the canal. Because of Harrison's differences with his partner, Harvey Jones, Neenah's founder threw his influence with his brother, Curtis, and Governor Doty. It was obvious that each man had his own bit of land and wanted this water power development where it would benefit him the most.

However, the chief cause of the rivalry and bickering between Harrison Reed and Harvey Jones was the location of a proposed canal. The first move toward utilizing the water power was made on February 8, 1847, when a company consisting of Charles Doty, Harrison Reed, Curtis Reed, Harvey Jones, and Loyal Jones was chartered by the Territorial Legislature to construct a dam for water power. As might be expected, squabbles among the incorporators began almost immediately, and before the undertaking could go into action, the five-way partnership broke up.

With all of the problems Harrison Reed and Harvey Jones were having over the building of a dam (or dams) and a canal, they also had their private troubles over the money which was still due Jones from the advance which he put up in order to obtain Winnebago Rapids as it was in 1844. Reed was to pay at least one-fourth of the purchase price and in return would receive title to one-fourth of certain lands involved in the purchase.

On April 12, 1847, Reed gave Jones the power of attorney to sell land to apply to the purchase price of 1/4 of an undivided lot for $1250. By doing this, Jones
admitted to Reed’s claim to 1/4 of the property. On May 15, this power of attorney was revoked when Reed made a conveyance to Perrine Yale whereby Yale agreed to pay the amount due to Jones for half of Reed’s 1/4 interest.

The developers on both sides of the river were anxious to get on with the digging of the canal and the construction of the dam. So bitter was the contest between the two factions, that it became a game of strategy. Every movement was watched and discussed by the opposing side. It is told that spies and eavesdroppers were on duty twenty-four hours a day. At one point, an entire Menasha machine shop was put onto a flatboat and floated to Neenah. The next night Menasha retaliated and took it back.

On May 28, 1848, Wisconsin was taken into the Union, and as a birthday gift Congress gave the state 500,000 acres of land to be sold to raise money to improve the Fox and Wisconsin rivers for navigation. A five-man "Board of Public Works" was established, and Curtis Reed was appointed one of the members to handle sales and grant the canal and navigation rights. Curtis soon resigned from the Board and entered a bid to build a canal along the Menasha side of the river. Harvey Jones offered to build a lock and ship canal and proper dam himself on the south side at an estimated cost of $24,000. Reed then offered to pay all costs plus $5,000 to be expended for repairs when needed if the Menasha side would be the selection.

When the Board had difficulty agreeing on the location, the proposal was made that the Board should view both channels before making a final decision. Reed conveniently hired the steamer which was to carry the members along the two forks being considered for improvement. When the steamer went up the south side, it found every snag, sandbar, and rock in the channel, and the Board had a bumpy ride proving the danger of that channel. The trip on the Menasha channel was a smooth, comfortable ride. The choice was obvious. However, it was later determined that it would have been a mistake to choose the south channel. Bedrock would have made it more difficult and costly because of the necessity for blasting.
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Work was begun on the Menasha canal within ten days of the letting of the contract and was to be completed by October 1, 1850. One clause which was put into the contract prohibited the use of "ardent spirits" by the workmen, nor could liquor be brought to or sold to any of the workmen or brought by them to the canal, or the contract would be taken away. This may be regarded as the first law ever enacted for the regulation of spirituous liquors in the town.

Harvey Jones, of course, was angry because he had been refused the canal, so he began building his own. A canal was excavated and a lock completed so that boats were running between Oshkosh and Appleton several seasons prior to the completion of the work along the north channel. Early maps show a lock at the place where the south channel of the river joins Little Lake Butte des Morts.

In the midst of all this pandemonium, on November 8, 1849, Harvey Jones died unexpectedly of typhoid. Much to the consternation of everyone, this methodical, systematic, detail-conscious businessman had overlooked one very important technicality. He had three minor children and had left no will.

This fact put the businessmen in the two cities in even greater turmoil. The progress of Neenah was put on hold for fifteen years, until the minor heirs of Col. Jones reached their majority and came into possession of their property. The administrators of the Jones estate secured permission to complete the improvement which he had started and made his main ambition, but they mismanaged other phases of the legalities which caused many complications. It was not until June of 1855 that the Supreme Court finally settled the title to the property and awarded 1/4 of the Village of Neenah to Harrison Reed. This put him in possession of property which had been withheld from him.

It has been the general belief that the growth and prosperity of the area would have been greatly increased if the years of weary and vexing litigations could have been avoided. People came in large numbers to settle and invest in industry but were unable to secure title to property or power except by lease. Thus, many moved on to other communities. Cunningham, Neenah historian, said, "It is a dark page in the history of Neenah, for had the property here been spared the years of needless litigation, during which no one could, with safety, purchase, there is no question but what the growth and wealth of Neenah would have been increased thousands of inhabitants and millions of dollars".

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Winifred Anderson Pawlowski
United States, Whereas by an act of Congress approved in 1813, entitled "An act authorizing the Secretary of War to cede to the United States for the use of their agents and for the purpose of promoting commerce and industry among the Indians, The territory of the URS I. Th.

Th. territory was to be sold, all such dwelling houses, barns, or other buildings belonging to the United States as have been or shall be erected for the use of the agents and similar to such buildings as have been erected for the use of the agents, shall be sold. The proceeds of such buildings shall be used to purchase land for the purchase of such land and the payment of the proceeds thereof. The purchase of such land and the payment of the proceeds thereof, shall be made by the Secretary of the Treasury and delivered to the said purchaser, a certificate of title for such land and the payment of the proceeds thereof, shall be made by the Secretary of the Treasury and delivered to the said purchaser, a certificate of title for such land and the payment of the proceeds thereof, shall be made by the Secretary of the Treasury and delivered to the said purchaser.

The said certificate of title for such land and the payment of the proceeds thereof, shall be made by the Secretary of the Treasury and delivered to the said purchaser.

That the United States, by William Jones, Secretary of the Department of War in consideration of the sum of four hundred and sixty dollars ($460) paid into the treasury, the sum of four thousand and sixty dollars paid into the treasury of the United States, gif...
Deed from the Department of War to Harrison Reed for Mission property dated July 18, 1846.