

Land Lease Case Is Study In Legal Complications

By RON CHEPESIUK
And LOUISE PETTUS

Legal cases involving leases of Catawba Indian land over the years have created special problems for many involved, including the disputing parties, their attorneys and the judges.

A court case that makes an interesting study is bill No. 60, Alexander Sutton & Wife vs. John Jackson in York District Chancery Court. The case opened on July 3, 1830.

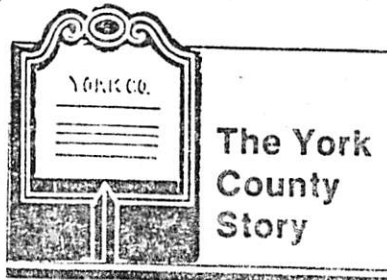


The York County solicitor carefully laid out the major points to a state chancellor. He explained that Mary Candlish, the wife of Alexander Sutton, was a small child when her grandfather, Samuel Knox, left her a considerable estate. She inherited three slaves and about 1,200 acres of land in Mecklenburg and York counties.

Samuel Knox's 1794 will specifically designated the child as heir of one-third of his estate rather than his daughter, Sarah, or her husband, Alexander Candlish, who was a merchant in St. Marys, Ga. But Knox added, "... if Alexander



Candlish returns to these parts to live, he is to have, hold occupy and



possess any tract willed to Mary Candlish and said Negroes for 25 years after my decease and not sell, barter, or trade them"

Samuel Knox died in 1800. Alexander Candlish died in 1818.

In 1830, Mary Candlish and her husband, Alexander Sutton, charged that her father illegally sold her inheritance to John Jackson in 1810.

The case included many witnesses and exhibits. The first witness was James Harris. He swore that he had known the land to belong to the Samuel Knoxes since 1785 when it was leased from the Indians. A certified copy of the lease was produced. It was drawn up on Nov. 15, 1785 between the Catawba headmen and Knox for a term of 25 years. Knox turned over nine Spanish dollars, a black horse and rifle and promised to pay 10 silver dollars yearly rent for the land.

The acreage was unspecified but the description indicated that it was all the land in Fort Mill district that was between the two forks of Steele Creek north of the land claimed by Thomas Spratt.

A number of witnesses testified that Knox did not want the land to

go to his son-in-law because Candlish was a merchant and, therefore, would be constantly subject to suit.

Joseph Jackson swore that Knox had occupied the land since 1783 and that "One Barnitt claimed a part of this land in 1784, gave a horse to the Indians and when he found Samuel Knox had the claim, he got his horse back and quit his claim."

Another witness testified that it was the first lease recorded in the Indian lease book and that Charles Miller was the agent who kept the book. He said that Candlish took out a lease in his own name in the year 1811 (the year that the state first required a survey and a recording of all plats.)

Sarah Knox Candlish, widow of Alexander Candlish, took the stand. She said her husband lived on the land for three or four years and paid some rent. He understood that he could use the land for 25 years and that did not prevent him from selling it for the good of his daughter. After the 1811 survey, Candlish sold the lease to John Jackson for \$2,000, a cheap price.

Matthew West testified that he saw Jackson at a corn shucking and told him that neighbors knew Jackson could not get a clear title to the land.

John Jackson said that the lease he got was signed by William Pettus, a superintendent of the Catawba Indians, and also son-in-law of Knox and executor of his will. If Jackson's lease were not legal, he did not think that Pettus would have allowed him to have the land. In 1819, after Pettus' death, Jackson took out a new lease signed by three Indian commissioners.

The decision that was handed down maintained the status quo. John Jackson kept the lease.

Ron Chepesiuk is head of archives and special collections at Winthrop College. Louise Pettus is an assistant professor in the Winthrop School of Education.