


NOTES AND DOCUMENTS
THOMAS AND RICHARD PENN RETURN
ALBANY PURCHASE LAND TO THE SIX
NATIONS: THE POWER OF ATTORNEY OF
NOVEMBER 7, 1757

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n October 23, 1758, as General John Forbes's army raced to reach the French Fort Duquesne at the Forks of the Ohio before winter set in, Pennsylvania provincial negotiators at Easton surrendered about three-fourths of the trans-Susquehanna land they had purchased from the Iroquois at the Albany Congress in 1754. Two instruments were involved: the Albany deed itself¹ and a deed from the Proprietors to the Iroquois describing the boundaries of the territory surrendered.² Since the fate of Pennsylvania and, indeed, of British North America hinged on the negotiations at Easton, it is natural to read this unusual event—land being given back to Native Americans—as a solution conceived late in the 1758 military campaign.³

The document published here demonstrates that the idea of the surrender arose much earlier. It is a Power of Attorney dated November 7, 1757,⁴ from the Proprietors residing in England, Thomas and Richard Penn, to Provincial Secretary Richard Peters and Pennsylvania's designated Indian negotiator, Conrad Weiser,

to execute the return of the land.⁵ The document also touches on controversial events after 1754 and conveys the Penns' insistence that their own actions were morally justified.

At the Albany Congress, the negotiators considered the land west of the Allegheny Mountains still unsettled by white inhabitants. In addition to describing the vast western area purchased by Pennsylvania for £ 400 New York currency, the 1754 Albany deed included a short statement, endorsed on the reverse of one of its folios, that a supplementary payment, not to exceed £ 400, was to be made later to the leaders who had signed in 1754, if and when colonial settlers occupied the purchased portion west of the Allegheny (or "Apalachian") Hills.⁶ The entire Albany purchase is estimated to have been 23,500 square miles, or about 52.4 percent of the commonwealth's present area. The area returned at Easton, the western unsettled portion of the Albany purchase, was about three times the size of the purchased settled land that lay to the east.⁷

As the Power of Attorney explains, in 1755 Indian Superintendent Sir William Johnson had advised the imperial bureaucrats on the Board of Trade that some Iroquois had been dissatisfied from the beginning with the Albany sale.⁸ These disgruntled leaders seized on the failure of Pennsylvania to make the supplementary payment rather than arguing, as well they might have, that those leaders who had signed at Albany had acted without authority. At first, Johnson argued that the Iroquois leaders' interpretation was unreasonable and unjust, but by 1757 he advised the Board of Trade to persuade the Proprietors to surrender the trans-Allegheny area to assuage the Iroquois.⁹ It is notable that neither Johnson nor the Proprietaries admitted that non-payment of the supplementary money altered or voided the contract embodied in the Albany deed. The text of the Power of Attorney left critical questions unresolved: was the supplementary payment part of the *quid pro quo* or, if unpaid, did the signers of the Albany deed intend the area west of the Alleghenies to be Pennsylvania's land but henceforth unoccupied by anyone? If unoccupied, it would have constituted a buffer zone to prevent further bloodshed.

The Iroquois paid nothing for return of the land, but agreed to two conditions. In the future they could not sell or grant the restored land to anyone but the Proprietors. They also renewed a previous diplomatic agreement never to sell, except to the Proprietors, any part of the expanse they still claimed within the provincial boundaries as granted by the king in 1681 to William Penn.

The Proprietors never admitted that they failed to consummate fully the Albany purchase, and they gave their reason for returning most of the land as their "constant rule to act such a part as should be of greatest use to the publick, though it might be prejudicial [to] their private interest." Historians more realistically explain the arrangement otherwise and debate the significance of the retrocession and the Easton treaty more generally.¹⁰ Francis P. Jennings was convinced that the Iroquois originally proposed the retrocession, not Sir William Johnson or the Board of Trade. He reasoned that the Iroquois held the Power of Attorney as a "trump card" until the progress of Forbes's huge army convinced them that the French could not defeat the British without significant assistance from Native Americans. Only then did the Iroquois convene the Easton conference to commit themselves and the Ohio Indians to peace. Although the retrocession made the Iroquois landlords of the Ohio Indians, Pennsylvania now allowed these Ohioans to negotiate other matters—especially prohibitions against white settlers—without Iroquois supervision. Jennings notes that on November 20, 1758, the Ohio Indians refused to protect Fort Duquesne, leading the French to abandon that stronghold five days later.¹¹

Michael N. McConnell denies that the treaty conference was convened in order to stop the Ohio Indians from attacking the settlers, and Stephen F. Auth even states that Easton did nothing to convince the Ohio Indians to desert the French. Jane T. Merritt argues that the retrocession was one of several moves to put pressure on the Ohio Indians—Delawares and Shawnees—to stop raiding Pennsylvania settlers, but it failed because, even though they disliked being legal tenants of the Iroquois, "Indian control of the west allowed Delawares to demand a territorial boundary line to separate themselves from the English."¹² Fred Anderson, however, insists that the Ohio Indians appreciated the retrocession because it led them to believe they could remain in their present locations. Anderson's is the most detailed of recent interpretations. Not only does he posit that the surrender deed promised continued Delaware and Shawnee settlement, but he emphasizes, like Jennings, that Governor William Denny followed up by promising to negotiate directly with the Delawares—both easterners and Ohioans—in Philadelphia without subjecting them to Iroquois control.¹³ This, of course, would have undermined years of Pennsylvania's gradually increasing favoritism toward the Iroquois and denial of the Delawares' right to negotiate.

Although it is not a land purchase, the Power of Attorney has been preserved in the provincial list of Indian deeds retained by Pennsylvania's central

governments since the mid-eighteenth century. When examined three years ago, many words were found illegible due largely to moisture damage, and no complete transcription could be found. A duplicate of the power was located in the Friends Library at Friends House, London. This transcription was made possible by microfilm of the duplicate located in Friends Historical Library of Swarthmore College, Swarthmore, Pennsylvania.

**Power of Attorney from Thomas and Richard Penn to Richard Peters
and Conrad Weiser, 7 November 1757**

To all Persons, whom these Presents may concern, Thomas Penn and Richard Penn, true and absolute Proprietarys of the Province of Pensilvania, and Countys of Newcastle, Kent and Sussex, on Delaware, **Send Greeting,** Whereas in the Month of July One Thousand seven hundred Fifty and four, after a Fair, open, and Publick Treaty, then held, at the City of Albany, in the Province of New York, between certain Sachems, or Chiefs, of the Mohock Nation, the Oneida Nation, the Onondaga Nation, the Cayuga Nation, the Seneca Nation, and the Tuscarora Nation, and the Agents of the said Proprietarys, The said several Sachems, or Chiefs, by their Deed, publicly executed, in Consideration of Four hundred Pounds, New York Mony, then, actually, payd to them, did, For and on Behalf of themselves, and the Six Nations aforesaid, and every of them, Sell and convey, unto the said Proprietarys, All the Lands lying within the said. Province of Pensilvania, bounded and limited, as follows, namely, Beginning at the Kittochatinny or Blue Hills, on the West Bank of Sasquehannah River, and, thence, by the said River, to a Mile above the Mouth of a certain Creek, called Ka ya rond-inhagh,¹⁴ Thence, North West and by West, as far as the said Province of Pensilvania extends, to it's western Line or Boundary; Thence, along the said Western Line, to the South Line or Boundary of the said Province, Thence, by the said South Line, or Boundary, to the South Side of the said Hills, along the Said Hills, to the Place of Beginning; Together with all the Rivers, Creeks, Islands, Ways, Waters, Watercourses, Woods, underwoods, Timbers, and Trees, Mountains, Hills, Mines, Valleys, Minerals, Quarys, Rights, Privileges, Hereditaments, and Appurtenances, whatsoever, thereunto belonging, And all the Right, Title, Interest, Property, Claim and Demand, whatsoever, of the said Sachems, or any of them, or of any Person or Persons

of or belonging to the Six Nations of Indians aforesaid, **To Hold** all the said Premes, unto, and to the only proper Use and Behoof of, the said Proprietarys, their Heirs, Successors, And Assigns Forever, So that neither the said Sachems, nor any Others of the said Six Nations, nor their, or any of their Heirs, Successors, and Assigns, should or might, thereafter, claim, challenge, or demand any Right, to the premes thereby granted, but, From the same, should be barred Forever. And the said Chiefs did thereby expressly covenant and declare, that the Right to those Lands, was solely in them, and their Nations, and in No Other Nation, whatsoever; As by the said Deed of Sale and Conveyance, duly executed, in Presence of a great Number of Witnesses, Indians as well as English, Relation being thereunto had, may appear. **And Whereas** although the consideration Mony, which was the Real Sum agreed for, was then payd, Yet, the Agents of the said Proprietarys, by an Endorsement, written upon the back of the Said Deed, did further agree with the Said Indians, that whenever the Lands, over the Apalachian Hills, should be settled, the Indians who signed the Deeds, were to receive a Further Sum, not exceeding the then present Consideration Mony; As by the said Endorsement, Relation being thereunto had may appear. **And Whereas** the present Sr Willm Johnson, Bart, held a Treaty with Indians, of the said Six Nations, in the Year One Thousand seven hundred Fifty and five, (the very next Year, after the said Deed of Sale)¹⁵ At which last mentioned Treaty, one, or more, of the Indian Sachems, then present said, that the Governor of Pensilvania¹⁶ had bought a whole Tract; and only payd for the Half, and they desired said Wm Johnson to let the said Govr know, that they would not part with the other Half, but keep it, and that such Things made the Indians constantly uneasy, in their Minds. **In Answer Thereto**, the said Sir William Johnson, told them, that, as to the Lands, which the Proprietarys of Pensilvania had bought of them, the then last year, it was done, in a fair and open Manner, with the Consent of the Indians whole Body, then present thereat, and he believed, most of the Sachems, then present with him, did agree to, and were present at that Bargain; And that, therefore, for them to want to recall the Half, of that Purchase, (For the whole of which they had given a Deed in so publick and solemn a Manner), was, in his opinion, very unreasonable and unjust; and if they expected Justice, to be done them, they ought to be ready to do Justice, themselves; To which, he added, that he thought they ought, and he advised them to stand by the Bargain, and take the Rest of the Purchase Mony, when

they wanted it. **And Whereas** the said Sir William Johnson represented to the Right Honorable the Lords Commissioners for Trade and Plantations (amongst other Things) that he was inclined to believe, the said Purchase was publickly consented to, at Albany, Some of the Six Nations were disgusted at it, and Others reported their consenting to it; he added, that he knew, the land was fairly and publickly paid for, but, if the Times and good Policy, required it, to yield, would be more Advantageous, than to Contest, tho on the Side of Justice. **And Whereas** the said Proprietarys represented (among other Things) to the said Lords Commissioners for Trade and Plantations, that they should ever make it their Constant Rule, to act such a Part, as should be of greatest Use to the Publick, tho it might be prejudicial to their private Interest; That they, at that Time thought it very imprudent to make distant Settlements, tho the Indians were to give their free consent; but, as the Indians, on the Contrary, were not well satisfied with the Sale of those Lands, on the Ohio, the Proprietarys were willing to wave that Part of the Treaty, Provided it should be agreed, that, if ever hereafter, the Discendants of those Indians should incline to sell those Lands, they should be sold, only to the said Proprietarys; And they further declared, that they would give their Directions, to their Governor, to appoint proper Persons, to meet the Chiefs of the Six Nations, at Onondago, Sir William Johnsons, or any other Place, the Indians should agree upon, to confer freely, and settle that Matter, in a Manner, the most conducive to preserve a good Understanding between the English and the Indians; **And Whereas**, The said Proprietarys pursuant to what they had proposed to the said Lords Commissioners, did by their several Letters to their Lieutenant Governor and Secretary in Pensilvania, and by an Instrument, in Writing, under their Hands and Seals, directed to Richard Peters, and Conrad Weyser Esquires, and to any Other, or Others, they might desire to be appointed, for Treating with the Six Nations, and Delawares, or any other Nation of Indians under the Protection of Sir William Johnson, at Mount Johnson, or wherever he should appoint, Direct their said Lieutenant Governor, to issue a Commission, under the Great Seal, as usual on such Occasions, to the Persons, who were to treat with the Indians, and did give them, the said Proprietarys, explicate Orders, and Instrucons to such Commissioners, to wave that Part of the before mentioned Purchase which extends to Lands on the River Ohio, provided that it should be agreed that, if ever, the Descendants of those Indians, should incline to sell those Lands, they would be sold only, to the said Proprietarys, and their Representatives; And such

Commissioners were, by the said Instructions to them, authorized and directed, to enter into Treaty, with the Six Nations, for that Purpose, and to Consent, that the said Proprietarys should not claim, by virtue of the aforementioned Purchase, any Land, to the Northward, or Westward, of the Allegany Hills, Provided the Indians engaged, on their Parts, that they would never grant those Lands, to any other Persons, than the Proprietors of Pensilvania, and also that they renewed the former General Engagement, Not to sell, to any other Persons, any Land, within what is by the English, accounted the General Bounds of that Province; **And Whereas**, it may be suggested, by the said Indians, that their Deed of sale, conveyed the said Lands unto the said Proprietarys, and that the Surrender of any part of the Lands which were sold, back again, to them, ought to be made in pursuance of some express Authority, to be given under the Hands and Seals of the said Proprietarys, rather, than from the Lieutenant Governor only, and under the Great Seal of the Province, **And** it was, and is, the full Intent of the said Proprietarys, that the said Treaty should be held and concluded, (upon like Terms, wherein before mentioned) with all convenient Speed, for the Sake of the publick Tranquility, and that no Difficulty, or Doubt might, or may, prevent the Conclusion thereof, but that all causes, or pretended causes, for Uneasiness, which may remain, upon the Minds of the Indians, So as to present a perfect Union and Friendship between his Majestys Subjects and the Indians in America, may be wholly removed; **Know Yee therefore** that, for the causes, and from the Motives, hereinbefore mentioned, **they**, the said Thomas Penn and Richard Penn, true and absolute Proprietarys of the said Province of Pensilvania, and Countys of Newcastle, Kent and Sussex, on Delaware, **have** constituted, appointed, authorized, and impowered, **And** by these Present **do** constitute, appoint, authorize, and impower the said Richard Peters and Conrad Weyser Esquires, to be, jointly, the joint Agents, Attorneys, and Commissioners, and each of them, singly and separately, to be the Agent Attorney, and Commissioner of the said Commissioners, **with full Power** and authority to be said Commissioners, hereby appointed, and to either of them, to attend such Meeting, as shall be appointed by the said Sir William Johnson, to be held between the Sachems of the said Six Nations or their respective Deputys, and the said Commissioners, or Commissioner, **and** at such Meeting, in Presence of the said Sir William Johnson, for them the said Proprietarys, and in their Name and Behalf, and as their Act and Deed, to consent to Surrender, and give back, to the said Indians, and to execute all necessary Deeds, Surrenders, Releases and Instruments, for the

actual surrendering and giving back, to the said Indians, all such part of the Lands, comprised within the said beforementioned Purchase Deed of July One Thousand Seven Hundred Fifty and Four, as lye to the Northward, or to the Westward, of the Allegheny Hills, in Such Manner, that thee said Proprietarys, or their Heirs, Discendants or Assigns, shall never claim the same, or any part thereof, by Virtue of the said recited purchase Deed. **Provided Always** that, at such Treaty, The said Six Nations, or their Deputys, do fully and effectually agree, settle and stipulate, the exact and certain Bounds of the Residue of ye Lands, included in the said beforementioned purchase, and which are still to remain to the said Proprietarys after such Surrender shall be made, **And** do also agree, that the said Lands so to be surrendered or any part or parts thereof, if the Indians or their Discendants shall hereafter be inclined to sell the same, shall not be sold, or made over, but only, to the Proprietarys of Pensilvania, and to no other Person or Persons, whatsoever, **And Do** also agree to, and renew and confirm, the former General Engagements, on the part of the Indians, never to sell, to any Person or Persons, other than to the Proprietarys of Pensilvania, for the time being, any Land, within what is, by the English, accounted the General Bounds of that Province. The said Proprietarys, hereby **Ratifying and Confirming**, and promising to hold for good, firm, valid and effectual, All that the said Commissioners, hereby appointed, or either of them, shall lawfully do, or cause to be done, in the Premises; by vertue of these presents and When at a Treaty lately held at Easton between the Lieutenant Governor of Pensilvania, and Teedyuscung,¹⁷ the Delawares King, and Others of that Nation, and neither the Delawares or any other Nations of Indians had ever so much asserted that they had been persuaded to commence hostilities against Pensilvania, for encouraging any Injustices which they imagined had been done them but on the contrary Chingas,¹⁸ the Delaware King, on the River Ohio and other chiefs at a Conference between Mr. George Croghan¹⁹ and them so lately as in January One thousand seven hundred fifty and four declared that they had the hatchet in their hand to strike the Enemy as soon as their Brethren of Pensilvania should come to their assistance. Yet after having repeatedly called for them to give a reason for their different conduct, the said Teedyuscung at length for the very first time,²⁰ did most unjustly assert that the present Proprietarys had forged a Deed and made an alteration of the Conditions there upon, to take their lands from them; Upon the first Notice of which most unjust aspersion the Said Proprietarys acquainted the Lords Commissioners for Trade and Plantations of the same and did

entreat, that they would desire Sir William Johnson at the said time when he should meet the Six Nations (to settle the matter of the before recited Purchase Deed and Surrender) to examine with the assistance of the said Proprietarys Commissioners whom they should appoint, to such false Assertions, and to inform their Lordships of the Result of such Examinations. **And whereas** the said Proprietarys, who in all their Transactions with the Indians, have, ever, acted toward them, not only, with the Utmost Justice and Uprightness but also with great [illegible] and Humanity, are most grievously injured, in their characters and Reputations by a slander so utterly void and destitute of truth as the beforementioned assertion and cannot rest easy in their minds until that matter be fully and thoroughly enquired into and cleared up, **Therefore, Know Yee Further,** That the said Proprietarys have authorized and impowered and do hereby authorize, impower and direct, their said Commissioners, hereinbefore named, and either of them, at such Meeting with Sir William Johnson as before mentioned, in Case the Chiefs of the Delaware Nation, or of any other Indian Nation, claiming to have had any interest in such Lands shall be present, to make the most strict and solemn enquiry into that matter and into the foundation, or Pretense, for any such Assertion, and to shew forth all the Transactions, any way relating thereto, and to make the said Sir William Johnson, and also such Indians, thoroughly acquainted with the several Treatys, had with them, and of the bounds and courses of the same, and to require a reasonable satisfaction for this most violent Injustice, that the said Proprietarys characters may be entirely vindicated **And Lastly,** for adding the greater authenticity hereto, the said Proprietarys do hereby direct and impower, the Honourable William Denny Esquire, the present Lieutenant Govr of the said Province of Pensilvania and Countys of Newcastle, Kent and Sussex on Delaware, and the Lieutenant Governor of the said Province of Pensilvania, and Countys of Newcastle, Kent and Sussex on Delaware, for the Time being, and also, the present Keeper of the Great Seal; of the said Province, and his Deputys, and the Keeper of the said Great Seal, for the time being, and his Deputys, upon the Request of both or any one, of the Commissioners, hereby appointed to cause the Great Seal of the said Province to be hereunto put and affixed, For the doing whereof, these presents shall be unto them, and each and every of them, a full and sufficient Warrant and Authority, **In witness** whereof the said Thomas Penn and Richard Penn, Proprietarys as aforesaid, have hereunto sett their Hands and Seals at Arms, this Seventh Day of November, in the Thirty First Year of the

Reign of Our Sovereign Lord, George, the Second, by the Grace of God, of Great Britain, France and Ireland, King, Defender of the Faith and so forth, and in the Year of Our Lord One Thousand seven hundred Fifty & Seven.

Tho Penn
Rich^d Penn

Signed, Sealed, and Delivered, by the above named
Thomas Penn and Richard Penn, in the Presence of us
James Aiskell²¹
Jn^o Jones

NOTES

1. The Albany deed, July 6, 1754, is Indian Deed No. 39 on the Provincial List of Indian deeds in RG-26—Records of the Department of State, Basic Documents sub-series, Pennsylvania State Archives (PSA), Harrisburg. The Provincial List numbering has not been changed since the late colonial period.
2. The deed or "Instrument of Release" from the Proprietaries to certain Iroquois leaders, October 23, 1758, is Indian Deed No. 41, *ibid*.
3. One historian who noted carefully the 1755 origins of the plan to return much of the Albany Purchase was Theodore Thayer in *Israel Pemberton, King of the Quakers* (Philadelphia: Historical Society of Pennsylvania, 1943), 77, 168.
4. Power of Attorney, November 7, 1757, Indian Deed No. 40, RG-26—Records Dept. of State, Basic Docs. sub-series, PSA.
5. The Proprietors (or Proprietaries) were male descendants of William Penn. Thomas Penn (1702–1775), second of the three sons of William and Hannah Callowhill Penn, held three-fourths of the proprietary interest at this time. Richard Penn (1706–1771), youngest of the three sons, was the only other Proprietor at this time because their brother John had died; Richard had a one-fourth interest. Richard Peters (c. 1704–1776) was an Anglican cleric who emigrated from England to Philadelphia about 1735. In 1743 he became provincial secretary, private secretary to the Proprietors, and clerk to the provincial council. In 1749 he became a provincial councilor. Johann Conrad Weiser (1696–1760), a German immigrant from the Palatine region who left New York for Pennsylvania in his youth, became a political, military, cultural, and religious leader of Pennsylvania Germans. His estate was at Tulpehocken. Having lived with Mohawks in his youth, he became Pennsylvania's most influential translator and Indian negotiator.
6. The endorsement is not found on the preserved original deed of the Albany Purchase, but it is apparently fully stated in another contemporary source: the Provincial Record, Vol. M, in RG-21—Records of the Proprietary Government, PSA. The second folio of the original deed is about one and a half inches shorter than the first, suggesting that a section may have been cut off; the endorsement

might have been there. The Provincial Record copy was not signed by any Native Americans, but it read:

Be it remembered that although the consideration Money now paid and which is the real sum agreed for yet before the Execution of the Deed, it was further agreed by Us with the Indians that whenever the Lands over the Apalacian Hills should be settled, the Indians who signed the Deed are to receive a further Sum not to exceed the present Consideration Money.

JOHN PENN (LS)

RICHARD PETERS (LS)

7. Estimates by the author using the "Genealogical Map of the Counties Compiled and Prepared by the [PA] Bureau of Land Records—1933" (7th edition, 1972), and various official Pennsylvania and U.S. Geological Service maps.
8. Sir William Johnson (1715–1774), Irish born nephew of Admiral Peter Warren, established himself in New York on his uncle's lands and soon acquired his own lands, befriended the Mohawk nation, and became a political and militia leader. In 1746 he began to represent New York in negotiations with the Iroquois; in 1754 he became British superintendent of Indian Affairs for the northern colonies. Johnson married the Mohawk Molly Brant and, in 1756 as a major general, led the British expedition against Crown Point. Created a baronet for his successes, in 1759 he also commanded a large Iroquois contingent participating in the capture of Fort Niagara.
9. Sir William Johnson to Lords of Trade, Sept. 10, 1756, in John Romeyn Brodhead, comp. and E.B. O'Callaghan, ed., *Documents Relative to the Colonial History of the State of New-York*. 15 vols. (Albany: Weed, Parsons and Co., 1853–1887), 7: 127–30; Sir William Johnson's Remarks on Purchases of Lands from Indians, undated, *ibid.*, 7: 329–33; Thomas Penn to Richard Peters, May 14, 1757, Thomas Penn Letterbooks, Vol. 5, f. 121, Historical Society of Pennsylvania, Philadelphia (microfilm copy, PSA).
10. Randolph C. Downes stated that the Albany deed was simply "repudiated" at Easton. Downes, *Council Fires on the Upper Ohio* (Pittsburgh: University of Pittsburgh Press, 1940), 203, 220. Michael N. McConnell wrote that the Easton treaty would "give back" land, but that the 1754 Albany purchase had been a "fraud"; McConnell, *A Country Between: The Upper Ohio Valley and its Peoples, 1724–1774* (Lincoln: University of Nebraska Press, 1992), 132. Francis P. Jennings implied that the Power of Attorney was Thomas Penn's order to "renounce" the Albany Purchase; *Empire of Fortune: Crowns, Colonies, and Tribes in the Seven Years War in America* (New York: W. W. Norton, 1978), 402. Stephen F. Auth concluded that at Easton the Albany purchase for lands beyond the Alleghenies was declared void, having long since been "disowned" by both the Six Nations and Pennsylvania. Auth, *The Ten Years' War: The Indian-White Relations in Pennsylvania, 1755–1765* (New York: Garland Publications, 1989), 106–7.
11. Jennings, *Empire of Fortune*, 402–4.
12. McConnell, *Country Between*, 132; Auth, *Ten Years' War*, 106–107; Jane T. Merritt, *At the Crossroad: Indians and Empires on a Mid-Atlantic Frontier, 1700–1763* (Chapel Hill, NC: University of North Carolina Press, 2003), 250–51. Merritt explains further that "only when assured political independence from the Six Nations" did the Ohio Delaware leader Pisquetomen cease hostilities and sign the Treaty of Easton.

13. Fred Anderson, *Crucible of War: The Seven Years' War and the Fate of Empire in British North America, 1754-1766* (New York: Random House, 2000), 277-78.
14. Present Penns Creek.
15. Treaty of July 1755 at Fort Johnson. Accounts of the proceedings are found in James Sullivan, Alexander C. Flick et al., eds., *The Papers of Sir William Johnson*, 14 vols. (Albany: University of the State of New York, 1921-1965), 1:625-41, 9:171-79, 193-202. See also Thayer, *Pemberton*, 77.
16. The crown-commissioned governor of Pennsylvania was also the Proprietors' lieutenant governor or deputy governor. In Pennsylvania he was usually addressed as governor, but in government documents generated in England lieutenant governor was the usual style because the Proprietors were constitutionally the governors. Both governor and lieutenant governor are used in the Power of Attorney, but both appear to refer to Sir William Denny (1709-1765), Pennsylvania's lieutenant governor from August 1756 until October 1759. He was a very unpopular English professional soldier and a member of the Society of Dilettanti.
17. Teedyuscung (1700-1763) was a Delaware Indian from New Jersey who assumed, without lineal inheritance, leadership of the eastern Delawares and insisted that he was their king. At the Treaty of Easton of November 1756, supported by the Quaker political faction, he began accusing the Proprietors of fraud in the execution of the Walking Purchase of 1737. He maintained this position at the Treaty of Easton of 1757, although he formally made peace with Pennsylvania on that occasion. This passage seems to pertain to the November 1756 Easton Treaty, not the 1757 Easton Treaty.
18. Chingas (usually spelled "Shingas") was a leader of the Delawares in the Ohio country, and was designated a "king" by the Iroquois. He led raids on the Pennsylvania frontier in 1755 and 1756, and was much feared by the colonists until the French were banished. He died in the winter of 1763-1764.
19. George Croghan, frontier Indian trader, land speculator, and diplomat to Indian nations, represented Pennsylvania at a conference with Ohio Country Indians, mostly Delawares, at Logstown from January 6 to February 2, 1754. In 1755 he became Sir William Johnson's deputy for Indian diplomacy. He died in 1782.
20. There were many treaties held at Easton; since the Power of Attorney refers here to "the first time" he denounced the Walking Purchase, this passage should pertain to the November 1756 Easton treaty.
21. James Aiskell had been bound as a youth to Thomas Penn to learn bookkeeping. In 1744 Penn sent him to Richard Peters in Philadelphia to do such work, but in 1750 he returned to Penn's service in London. Nicholas B. Wainwright, "The Penn Collection," *Pennsylvania Magazine of History and Biography* 87 (1963): 397n.