



be in the sea.”[7] The tablet is now in the New York State Museum in Albany.

4 For the English, who arrived on Long Island in the 1650s, the whale was simply a resource to be exploited. They felt the same way about the land. The process of dispossession and the rapid expansion of English grazing land quickly diminished the Indians’ hunting territory and planting grounds, forcing them into a growing dependence on English agricultural products. At the same time the demand for imported textiles, metal tools, and alcohol was increasing. As a result the Indians were forced to enter the English market system, to exchange venison, skins, feathers, hunting and fishing expertise, and their labor for the desired goods. Their maritime hunting and boating skills, in particular, gave them a bargaining edge until this advantage was undermined as they found themselves enmeshed in endless cycles of debt.



5 The English settlers were farmers with little experience on the waters beyond the surf. The profits gained from harvesting the drift whales on the town beaches prompted them to explore the possibilities of hunting whales along the shore. Two Southampton entrepreneurs, John Ogden and John Cooper, probably learned about whale hunting from the experience of the English Muscovy Company that had been whaling north of the Arctic Circle in the early decades of the seventeenth century. The Muscovy Company, in turn, drew heavily from the Basques who had been hunting whales since the tenth century.[8] The Basques hunted whales in whaleboats, or shallops, carried by sailing ships. Crews in shallops, called “catcher boats,” about twenty-eight feet long and pointed at both ends, killed whales and towed them to the parent ship where the carcasses were secured and flensed.[9] The blubber was carried by the shallops to trying stations on shore and tried into oil. The Basque located their whaling stations near the most productive hunting areas to ensure that the blubber would not spoil before it could be processed into oil. It was not until the nineteenth century that safe trying furnaces were constructed on board whaling ships. Until then, whaling was, for the most part, “shore whaling.”

6 The Basques had begun whaling in Labrador by the 1570s. They established extensive seasonal based stations with trying furnaces and housing for as many as a thousand whalers and workers.[10] These operations were so successful that they nearly depleted the North Atlantic right whale and bowhead whale populations in that area. In the early decades of the seventeenth century, the Basques moved their primary whaling stations from Newfoundland to Spitsbergen Island northeast of Greenland. It was here that the English entrepreneurs first observed Basque hunting and trying techniques. Then in 1611 the English Muscovy company sent Jonas Poole to Spitsbergen to recruit Basque whalers. Two years later the company had seven vessels whaling off Spitsbergen. John Ogden and John Cooper, who initiated shore whaling on Long Island in the 1650s, were undoubtedly well informed about the Spitsbergen whaling operations.

### “Ye Whale Design”

7 Led by Ogden and Cooper the English began organizing companies designed to pursue the North Atlantic right whales (*Eubalaena glacialis*) that swam along close to shore from November to March. Adult right whales were a lucrative quarry, producing from thirty to fifty barrels of oil. At two pounds sterling per barrel, the profits from one right whale could buy a medium-sized farm in Southampton or East Hampton. The right whale, so named by the Basques, was the right whale to hunt because it was a surface feeder that swam slowly near shore scooping in the tiny copepods and filtering them through the plates of baleen that hung down from the roofs of their mouths instead of teeth. The baleen was made of keratin, similar in texture to human finger nails, that was in demand for corset stays, buggy whips and other products requiring strength and flexibility. Baleen or “bone” as it was called in the

colonial records was valued at from 6 to 8 pence a pound.

8 The “whale design” from the Long Island shores was carried out from two small boats from twenty-seven to thirty feet long, with six-man Indian crews, including a boatsteerer, a boatheader, and four oarsmen. The boatheader was the first mate in charge of the boat. He stood in the stern with the steering oar and guided the boat as close to the whale as he could. The second in command was the boatsteerer who sat in front pulling the “harpooner’s oar.” When the boatheader came close to the whale, he signaled to the boatsteerer who put down his oar, picked up the harpoon attached to a rope and drove it as deeply as he could into the whale, securing it to the boat. The rope, over a thousand feet long, coiled in a wooden tub, played out as the whale struggled to break free. When the whale tired, the boatsteerer changed places with the boatheader, who came forward, and cast his lances, one after another, into the whale to make the kill.[11] (The boats carried from three to six of these fifteen-foot lances with razor sharp tips.) The reason for this counter-intuitive choreography according to veteran English whalers is that the honor and prestige that came with the kill belonged to the boatheader who held the superior rank. Perhaps the Indians saw a similarity between the structure and rituals of the English whale hunt and their traditional hunting practices wherein the most talented hunter led the party and the hunter who made the kill earned significant honors.



Figure 4. North Atlantic Right Whale and Calf (*Eubaleana glacialis*), Public domain.

9 Few Southampton residents had any experience handling harpoons and lances and even fewer were willing to hunt whales in open boats during the winter months. While they had witnessed Native hunters navigating the coastal waters in their canoes, they were reluctant to arm the Indians with harping irons. In 1643, soon after their arrival in Southampton, the settler prohibited blacksmiths from making harpoons and lances for the Indians, fearing that the whaling tools, “which are known to be dangerous weapons to offend the English,” might be turned against them.[12] By the 1650s, however, the anticipated profits from the oil and baleen had trumped those concerns. The English company owners now sought Native American hunters who used spears both on land and water and grew up navigating small, open boats in all seasons. They offered the hunters the same English manufactured goods used previously to obtain Indian land on Long Island.[13] In an effort to secure the best hunters before their rivals, company owners began recruiting months before the beginning of the season in November.



Figure 5. Whale's Jawbone with baleen attached. East Hampton Historical Society Collections.



Figure 6. Whaleboat crew attacking a whale. Drawing by David Bunn Martine, Director of the Shinnecock Nation Cultural Center and Museum.

10 A Shinnecock Indian named Artor, for example, was recruited by John Cooper in March of 1671, eight months before the season opened. Generally owners gave a twenty-five pence “bonus” upon reaching an agreement with a whaler. These bonuses were often given immediately

after the season ended in early spring to secure labor for the fall. Nevertheless rival companies often attempted to lure away these recruits with goods or the promise of goods, leaving a company with no crew when the whales began appearing off shore in November. In response to this practice, town officials, many of whom were also company owners, required a written contract that listed the terms of employment and the names of the Indians hired by the company. The contracts would then be entered into the official town records.

11 Although the Indians had a long tradition of hunting sea mammals, they were drawn into commercial whaling by other factors. During the first two decades of English occupation, the process of land alienation continued steadily. The hunting and planting territories that had sustained the Native people were diminishing as the English farmsteads rapidly expanded. The deer population declined, in part, because wildlife had to compete with English livestock. As a result, the Indians became increasingly dependent on English agricultural products and manufactured goods. Pork gradually replaced venison as a major source of animal protein. Those who wanted to hunt for their food found that the strategies used in the past were no longer practical. Successful hunting now depended on the use of guns and a steady supply of powder and shot.

12 In order to obtain these desired goods, the Indians had to enter the English economic system as laborers. The whale design was attractive to Indian men because it was one of the few occupations where the Indians had much bargaining power. Whale hunting also brought more status than farm labor, fence building, or domestic chores. It was a combination of these forces, for example, that may have influenced a Montaukett named Papasaquin to take up whaling. He had led a faction of Montauketts in an attempt to prevent the transfer of a 3,000 acre tract of beach and meadow lands to the English. The English demanded the land in payment for an outstanding debt incurred when the Montauketts failed to pay a fine of 400 bushels of corn. Such fines were often imposed by the English, knowing that the only capital the Indians had was their land. The English turned to Mosup, who led a rival faction of Montauketts, appointed him sachem, and negotiated the land dispossession in the late fall of 1670.<sup>[14]</sup> Papasaquin, who must have been disheartened by this turn of events, left Montauk sometime after that and turned to whaling. He next appears in the records a year later when he joined with a group of Shinnecocks in an attempt to form an independent Indian-owned whaling company.

13 A month before the Montauketts lost the tract of land, the first whaling contracts were entered in the Southampton Town records. Two entrepreneurs, Josiah Laughton and John Howell, recruited whalers for the 1670-71 season by offering them coats, shoes, stockings, powder and shot, and corn.<sup>[15]</sup> The following season four more contracts were negotiated on nearly similar terms. One exception was the contract mentioned above between Artor, the



Figure 7. Shore whaling image on A New Map of New England, New York, and New Jersey by John Thornton, Robert Morden, and Philip Lea (c. 1685)



Figure 8. Nineteenth century whaleboat from the Sag Harbor Whaling Museum collection.



Figure 9. Drawing depicting North Atlantic Right Whales off New York Harbor by Jaspas Dankers (1679-80).

Shinnecock, and John Cooper in March 1671. Artor agreed to provide “good and faithful service in and about whaling or cutting out of whales and not to absent myself at any time...for the term of ten years.”<sup>[16]</sup> Artor’s contract specified he would receive four trading cloth coats at the end of each season. The cost of each coat to John Cooper, based on probate records and accounts of kersey (woolen fabric) coats imported for the Indian trade in 1682, was about fifteen shillings.<sup>[17]</sup> At that rate Artor would receive goods valued at thirty pounds for ten years of labor.

14 If Cooper paid the other eleven crew members at the same rate, his total labor expenses would come to 36 pounds per year. Cooper’s annual income, of course, could vary from season to season, depending on the appearance of whales and the number his crews managed to kill, the competition from other companies, and the market price of whale oil. That price held fairly stable at two pounds a barrel for most of the seventeenth century. In 1687, the only year for which there is a detailed record, Abraham Howell brought in thirty-six barrels but Henry Pierson reported harvesting 276.<sup>[18]</sup> Based on those estimates, even with some lean times, ten years would likely still bring Cooper revenues of twice his total labor costs. Moreover, the value of trade goods offered to the whalers was seldom related to the profits earned by the owners at the end of the season. Nevertheless, some company owners felt that the price of Indian labor was too high.

15 Although alcohol was seldom mentioned in any of the contracts, contemporary documents clearly indicate that it was an important part of the recruitment process, along with signing bonuses and promises of trade goods. In January 1671, two months before John Cooper negotiated his contract with Artor, Governor Lovelace granted Cooper an exemption from the laws prohibiting the sale or distribution of alcohol to Indians “employed in whale fishing.”<sup>[19]</sup> Later that summer Lovelace also exempted Zerubabel Philips and renewed John Laughton’s liquor exemption. Laughton was allowed to distribute four ankers (about forty gallons) to his crew during each whaling season. He was advised to give the alcohol out in “small quantities.” Records kept by Richard Floyd in his ledger list rum distribution in five ounce (1 gill) portions.<sup>[20]</sup> These portions were small enough not to interfere with the whalers’ completion of their tasks but still generous enough to motivate them to return the next day. The use of alcohol to manipulate and control labor was a common practice among the English. The English navy, for example, issued small amounts of rum daily to sailors. For the Indians, however, the introduction of a new, unfamiliar intoxicant resulted in a scourge of alcoholism that had serious long-term negative impacts on family and community life.<sup>[21]</sup>

16 A second atypical contract that also involved Artor was negotiated in the fall of 1671. Artor, Papasaquin, and fifteen Indians formed an independent company very similar to the ones that the English had introduced. It appears that Artor simply walked away from his agreement with Cooper. Anthony Indian, whose name appears first on the contract’s list of participants, may have been the leader of the group.<sup>[22]</sup> Two other Shinnecoaks, Johnaquam and Ponguamo, signed as witnesses. The Indians agreed among themselves to be “joined together in a company for this ensuing season to go to sea for the killing and procuring of whales and other great fish.”<sup>[23]</sup> The language in the text suggests that the Indians had borrowed religious phrases from the existing English contracts. “God permitting life and health,” they pledged to attend all opportunities to go to sea for “what shall be by god’s providence procured or gotten by us.” These references appear frequently in the English contracts. Their agreement, however, made no mention of a procedure for dividing the profits. There was little chance, of course, for an independent Indian whaling operation to prevail in a system where the English owned the boats, the equipment, the trying stations, the warehouses, and controlled all access to the global market. Not surprisingly there is no further mention of this company in the records. Six of the Shinnecoaks signed on with English companies the following spring. Cowus, Quanuton, Leonard, and Pinis were recruited by John Topping; Jeremiah joined John Laughton’s crew, while Sacaspan went to sea for John Cooper.<sup>[24]</sup> It is likely that Artor went back to work for Cooper, but his name does not appear in the records again until the spring of 1675.

17 In May 1672 the town magistrates, who included two whaling company owners, Joseph Raynor and John Jessup, addressed concerns that the system of payments was too favorable to the Indians. The magistrates ordered that whalers must not be paid more than “one trucking cloth coat for each whale he and his company shall kill or half the blubber, without the whalebone.”<sup>[25]</sup> The half share of the blubber, calculated after the season, would be divided up among the participants of the whaling crews. Under this system if no whales were caught, the company owners

would not be obliged to pay the Indians anything. When a whale escaped after a long and hazardous pursuit, the whalers would receive no pay for their time at sea.

18 The payment received by the whalers would still be in trade goods, but the amount of these goods would now be determined by the value of the half share. The contracts from 1672 until 1685 when the practice of entering agreements in the town records ended, all called for payment in half shares. This method of determining wages for whalers remained little changed throughout the era of deep sea whaling in the nineteenth century. The prices of the goods and alcohol taken was deducted from the whalers' share, usually leaving him in debt at the end of the season.

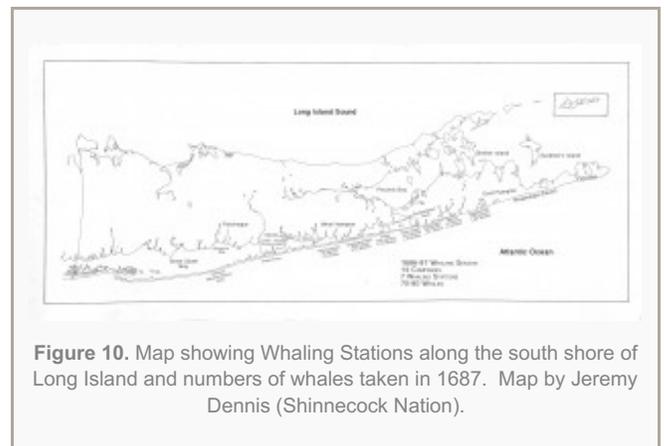
### The Lay System: Sharecropping the Sea

19 At the end of the season, after the oil and baleen had been carted off to the warehouses to await shipment to New York or Boston, the owners would calculate the monetary value of the half share and allocate each whaler his individual portion of it. The first half share, of course, went to the owners, the other half share was divided up among the whaling crew members. Each whaler would then receive a credit line based on that sum. Some insights about the division of the whalers' shares can be found in a ledger kept by William Tangier Smith, Lord of the St. Georges Manorial estate on the Mastic Peninsula in the town of Brookhaven. He kept a leather-bound account book, often referred to as the "Pigskin Book," where he recorded the debits and credits of his whaling crews. The ledger entries for 1706-07 record different amounts for the shares of ten crew members. The differences were probably related to skills, assigned tasks, diligence, or attendance. Boatsteerers and boatheaders likely received larger shares. Unfortunately Smith did not record the reasons for the variation in shares. Pumpsha, Nero, and Tony all received shares of seven barrels and eight gallons and fifty-four pounds of baleen worth seventeen pounds and 4 shillings. The rest received lesser amounts: Toby 7 barrels, 4 gallons; Tom seven barrels, 3 gallons; Quogue six barrels; Will Beane 5 barrels; Wamahow 4 barrels, 13 gallons; Natutamy 3 barrels, 19 gallons; and Weramps, 2 barrels.[26] Pumpsha, Nero, Toby, and Tony, who were paid the most, may have been the boat-steerers and boat-headers on the two boats sent out by Smith.

20 The ledger entries record the flow of significant amounts of European goods through the whalers' hands into their villages as well as the increasing burden of debts taken on by the whalers. The amount of earnings varied greatly depending, of course, on the number and size of the whales taken. In 1687, for example, Abraham Howell's crews brought in only thirty-six barrels of oil. At two pounds a barrel each of the twelve crew members could receive about three pounds for the three months of work. In sharp contrast, Shamgar Hand's crews, brought in 300 barrels making the whalers' half share worth 300 hundred pounds in their credit lines.[27] The presence of the goods taken on

credit undoubtedly played a role in cultural changes taking place in these villages during the early post-contact period. Whalers such as Artor and Papasaquin, for example, may have been displacing the traditional sachems as distributors of European goods. The desired goods were welcomed, but they came at a high price, fueling patterns of debt peonage and dependency, and undermining the authority of the traditional sachems.

21 Although the influx of European goods dramatically altered the material culture of the native peoples, their core traditional beliefs remained intact. The most valued goods, for example, were often incorporated into burial ceremonies honoring the dead. Materials made of glass, cloth, and metal were placed in the graves for use in the next world in accordance with traditional rituals. Seventeenth-century Montaukett graves, such as that of Wobeton, a Montaukett whaler, at the Pantigo site in East Hampton, contained many such objects, including iron kettles, knives, hatchets, spoons, textiles, and glass bottles.[28]



22 At the end of each season, the Indian employees became customers in a company store as the owners laid the goods from their warehouses before them. The ledgers make it clear that the whalers frequently went well beyond their credit lines and accumulated significant debts. In June, 1672 only a month after the town ordinance established the half-share payment system, John Cooper negotiated a contract with eighteen whalers from Shinnecock that lists the prices he set for the oil and for the goods offered.[29] Cooper's contract is unique in this regard. While it is not possible to determine precisely how fair Cooper's prices were, comparisons with monetary values listed in estate probates and in entries into the town records are instructive.

23 First Cooper allayed any suspicions that the Indians may have had about the determination of their half share. Their share, said Cooper, would be based on a barrel of whale oil valued at forty-five shillings (two pounds, five shillings).[30] At that time the market value of a barrel of oil containing thirty-one and a half gallons ranged from one to two pounds depending on minor fluctuations in the market or the quality of the oil.[31] Cooper's price, therefore, was a bit higher and worked to the advantage of the whalers. Agreeing to a pre-set price that they considered fair assured the Indians that it was the market and not an arbitrary assessment made by Cooper that determined the value of their share. At the end of the season, the Indians could now predictably calculate the amount of credit they would have for the purchase of goods. Apparently other company owners were suspected of manipulating the market value of the oil. A decade later Wompy, a Shinnecock whaler, demanded that the owner, Samuel Barnes, pay "us as much as any other man will..." for the oil.[32]

24 Cooper, anticipating what the Indians would want, itemized a list of goods and prices. Broadcloth, a carded woolen textile of varying quality used in the Indian trade, was valued by Cooper at eighteen shillings by the yard. The cloth for the Indian trade came from the West Riding area of England and was usually dyed in bright red and blue colors.[33] Cooper's price was well below the twenty-six shillings per yard listed in the probate records of Elias Cook, a wealthy Southampton resident who died in 1678.[34] The difference in price suggests that Cooper was distributing a coarser grade of broadcloth, but it does not appear that he was cheating the whalers on this item.

25 Following the entry for broadcloth, Cooper listed "trucking cloth britches" at five shillings, nine pence. The demand for cloth britches marks the last intermediate stage of Long Island Indians' transition from animal skin to breech cloths to European-style clothing.[35] Although the question of quality makes precise comparisons difficult, prices for britches in the probates and ledgers from the period range from six to ten shillings.[36] Large amounts of clothing were being imported during the latter half of the seventeenth century, much of it for the Indian trade. In 1682, for example, a shipment of goods came into Philadelphia for use in the purchase of Indian lands. The ship manifest listed guns, coats, shirts, stockings, shoes, and blankets, but, unfortunately, no britches.[37] The Indians were also adopting new eating utensils as well as new apparel. Cooper offered spoons at one shilling a piece and porringers (small bowls about six inches in diameter) for two shillings and six pence, about the same price as the listings in the estate inventories from that period.[38]

26 Although the prices Cooper set for most dry goods appear to be close to market value, other owners had to be carefully watched by the whalers. When Awonses, Lenard, and Obadiah signed on with James Hildreth of Southampton, they wanted assurance that he would charge them for the goods they received at "the common price we can buy of others." [39] Alcohol, however, was a very different matter. It was the one commodity with an almost perfect elastic demand. Despite official efforts to restrict the Indians' access to alcohol, rum was readily available in large quantities on Long Island. Cooper's liquor exemption from the governor stated that he could "furnish his Indians with a gill (5oz.) of liquor now and then as occasion shall require, placing it into the account as part payment of their wages." [40] Cooper charged the Indians six pence a gill, as did William Floyd, whose company operated out of his estate on the Mastic Peninsula. [41] In the estate inventories for Joseph Raynor and Thomas Jessup, rum was listed from three to four shillings a gallon. Considering that there were thirty-two gills in an English gallon, even if Cooper paid the higher price, he was still charging the Indians an exorbitant price of nearly sixteen shillings a gallon. If Cooper went to Philadelphia or New York he could buy all he wanted for two shillings a gallon. [42]

27 Alcohol and trade goods were not the only source of debts accumulated by the whalers. The second clause in

Cooper's contract imposed a fine of five shillings a day for absenteeism and ten shillings if a whale was killed when the whaler was absent. These were very stiff fines. A laborer made three shillings or less for a day's pay. If a whaler missed several days during the five-month long season, he would have a difficult time paying off the debt. Cooper undoubtedly imposed the fine because absenteeism was a fairly common problem with Indian whalers who were not accustomed to the English system of contract labor. Cooper was the first English owner to employ this practice, but it was quickly adopted by other owners. Some added more oppressive terms, requiring the whalers to be bonded. In 1675, the Reverend Thomas James of East Hampton required the whalers he employed to pay off a bond of ten pounds if they violated the term of the contract. Jacob Schellinger, another East Hampton owner, added a stipulation that the whalers must continue to work for him until all of their debts were paid.<sup>[43]</sup> The fines and the alcohol gave the owners a means of controlling labor.

28 If Artor had returned to Cooper, he left him again four years later. In April 1675, he signed a contract with Richard Howell and Joseph Raynor for the 1675-76 season. Johnaquam, who had witnessed the attempt to form an independent company in 1671, was identified as leader of the Indian crew.<sup>[44]</sup> The following year the regional conflict with King Philip interrupted the whaling season. The number of contracts on record dropped from seven in 1675-76 to two in 1676-77. Following Philip's defeat in the fall of 1676, Richard Howell formed a new company with Joseph Fordham. Artor, along with sixteen other men from Shinnecock, signed with this company for two seasons beginning in the fall of 1677.<sup>[45]</sup> The Indians, led by Shinnecock Sachem Wampanaromps, were joined two months later by eleven more Shinnecock.<sup>[46]</sup> Howell and Fordham had likely secured the services of a majority of available Shinnecock whalers.

29 Some of the Indians signed up by Howell and Fordham may have been lured away in violation of prior contracts. After John Cooper died in 1677, his widow, Sarah, took over his estate and attempted to manage the whaling company. She was in a difficult position from the start because Howell and Fordham had already signed so many Shinnecock whalers, including some who she said had reached an earlier agreement with her husband. Sarah claimed that before his death her husband had given an advance payment to eight whalers. This was probably the customary fee of twenty-five pence upon signing a contract.<sup>[47]</sup>

30 In November, Widow Cooper petitioned Governor Andros for help. <sup>[48]</sup> She told the governor that Indians "whom my husband had paid before to carry on our whale operations this winter," had "by solicitations from others of the English," been lured away from her company. She named eight Indians who, she said, had not honored their contractual obligations. One of the names was illegible, but the others were Artor, Papasaquin, Jeffrey, Plimny, Joseph, Omagunsies, and Obadiah. Sarah Cooper did not produce copies of her alleged contracts with the eight men, thereby weakening her case. Another problem for her was the early dates on Howell's contracts. Artor and Joseph had signed at the end of January and Jeffrey had reached his agreement at the end of March. Widow Cooper did not raise her complaint until the following November.

31 When the governor did not respond, Widow Cooper sent another appeal on December 12, but again there was no answer from Andros. The governor may have been reluctant to intervene in the situation because he did not want to confront any of the influential families on the East End. The previous year Andros had concluded very contentious negotiations for a new patent with Southampton officials, including John Howell (Richard Howell's older brother), Joseph Fordham, and Joseph Raynor, the constable at the time. The men had charged that the patent was nothing more than a blatant scheme to raise revenues for the colonial coffers. Now that they had finally been placated, Andros did not want to stir them up again.<sup>[49]</sup>

32 Andros was undoubtedly pleased when the Southampton men strengthened their case a week later. Howell and Fordham brought Artor, Jeffrey, Sachem Wampanaromps, and six other Shinnecoeks to testify before Constable Raynor and three witnesses that they had freely signed the contract with Howell's company. None of the other six men who had signed with Howell had been named by Sarah Cooper. One of them, Sachem Wampanaromps, may have been called in because of his status among the Shinnecock. Andros's failure to support Widow Cooper is evidence that the contracts were often difficult to enforce, nevertheless the system continued for another eight years.

It could not be ignored by owners who wanted to avoid legal complications for their whaling operations. The owners' interests were also well served by the stipulations imposing fines and debt obligations on the whalers.

33 Artor served for the next two seasons with Howell and Fordham without incident but found himself burdened with considerable debt incurred either for goods he had taken on credit or for fines imposed by the owners. He decided to change companies for the next season, perhaps in an attempt to escape his debt to Howell and Fordham. In January 1679 Artor signed on for the 1679-80 season with a company owned by Edward Howell, Jr., Richard's younger brother.<sup>[50]</sup> Shortly before the season began in December 1679, Joseph Fordham demanded that Artor pay debts apparently incurred while under two previous contracts with him and challenged Artor's new contract with Edward Howell. Reluctantly Artor agreed to work for Fordham until he cleared his debt, but his words expressed both frustration and resignation:

*I Artor Indian belonging to the Shinnecock within the town of Southampton on Long Island, being indebted to Joseph Fordham of Southampton a considerable sum of money upon the [illegible] whaling expended by him. I not knowing how to make satisfaction for the said debt, do voluntarily of my own accord engage and promise to go to sea a whaling for the said Fordham, from time to time and year to year, attending all opportunities every whale season of going to sea, for the procuring of whales or other great fish...until I have fully satisfied and paid the said debt.<sup>[51]</sup>*

34 The indentures entered into the town and colonial records at the time differed slightly, depending on the situation. Some involving the payment of debt were similar to Artor's contract with Fordham. For example, the contract for an Indian woman, ironically named Free Peg, called for her to serve "for the term of ten years or until I have paid the full sum of seven pounds."<sup>[52]</sup> The indenture specified that as soon as she paid off the debt the "indenture shall be null and void." Both of these contracts were similar to the "long hire" contracts wherein the servant received neither room and board nor a payment at the end of the term.

35 The standard indenture, in contrast to Artor's agreement with Fordham, called for the master to provide room, board, and wearing apparel. An Indian named Tom T. Indian, for example, agreed to an indenture serving Reverend James for three years from 1678 until 1681. Tom promised to give the Reverend "true and faithful service and to be obedient to all his lawful demands by day and night" in exchange for "meat, drink and clothing sufficient for him and a coat a year..."<sup>[53]</sup> At the end of his term, Tom was to receive two coats of trucking cloth. The agreement was witnessed by Tom's brother, Abel alias Tomhage, who had hunted whales for James during the 1677-78 season.<sup>[54]</sup> Tom's indenture, unlike the whaling contracts, provided for food and lodging at the owner's expense and guaranteed compensation at the end of the term. A whaler, in contrast, would get nothing if no whales were caught and received no food or lodging. He was not obliged to provide any services to the employer that were not related to the whale design.

36 The number of whalers who found themselves forced into lengthy indentures is not documented, but the continued use of the stipulation certainly suggests that the owners felt it served them well. All but eighteen of the three hundred whalers whose names appear on the contracts from 1670 to 1685 signed only one or two contracts. This could mean either that they went whaling only for those seasons or that they continued to hunt from season to season with the same company until they paid off their debt. Artor, for example, apparently paid off his debt to Fordham in three seasons because he signed on with James Cooper in the middle of the 1681-82 season.

### **Asserting Independence: Employment Patterns 1680-85**

37 Artor's experience documents the exploitive aspects of the whale design, but the whalers were not helpless victims who took no action in their own behalf. In January 1680, for example, Papasaquin and Weomps, while under contract with Jacob Schellinger, approached John Wheeler, an influential East Hampton resident who would later

represent the town in negotiations that led to the creation of Suffolk County in 1683.[55] Schellinger's contract called for fines "as usual for whalemens." Papasaquin wanted an agreement that made no mention of fines at all. He and Weomps worked out an agreement with Wheeler for the 1680-81 season that did not impose fines on the crew members.

38 Wheeler also agreed to give what appeared to be a signing bonus in the form of an extension of credit. He said that he would "trust the said Indians one barrel of oil and eight pounds of whale bone [baleen]."[56] The market value of the whale products Wheeler offered came to about two pounds and four shillings, the equivalent of two weeks' pay for a worker. His contract with Wheeler also omitted a clause requiring the Indians to cart the blubber to a trying station. The threat of a ten pound bond for failure to appear and the clause prohibiting whalers from going to sea with another company owner until all debts were paid, remained.

39 Papasaquin's actions led to an angry response from the English. In December 1680 as the whaling season was getting underway, John Topping, the Justice of the Peace for East Riding, sent a complaint to Governor Andros that the whaling business was "damnified...by the deceits and unfaithfulness of the Indians with whom they did contract the last spring for their service of whaling this present season, who notwithstanding said contracts under hand and seal do now betake themselves to the service of other men who do gladly accept them pretending some former arrangement..."[57]

40 In denouncing the "deceitfulness" of the Indians, Topping purposely ignored the fact that the owners were equally at fault. They were quite willing to lure Indians away from their competitors when they had a chance. In fact Topping himself had been accused by John Cooper a decade earlier of employing two Indians that were under contract to him.[58] For the Indians such maneuvers may have been an attempt to gain some advantage in a system that was, for the most part, stacked against them. Rather than submit passively, the Indians often played one owner against another. John Topping undoubtedly spoke for many of his peers when he urged the local constables and town overseers to provide more protection for the "wronged parties."

41 At the end of the season with Wheeler, Papasaquin, Weomps, and Toby again changed employers. In March 1681 the three men, joined by Simon and Jeffrey, met with Benjamin Conkling, a well-established member of the East Hampton community, and agreed to a contract for 1681-82.[59] Conkling, the son of Ananias, one of East Hampton's founding fathers, had served as Justice of the Peace and in other town offices. His contract clauses included a ten pound bond, but no mention of fines. The Indians made reference to a contract that James and his company had negotiated for the 1679-80 season with Toby and an Indian named Major.[60] They insisted that they wanted the "same terms that the late company of Indians called Mr. James' Indians went to sea upon." This request was surprising given that Papasaquin had been reluctant to sign the 1675 contract with James. A possible explanation can be found by a close look at the differences between the two contracts. The 1679-80 agreement with Toby and Major made no mention of fines or bonds and there was no clause referring to unpaid debts. James had apparently decided that such stipulations only made it more difficult to recruit a crew.

42 Although Conkling instituted no fines or bonds, he did insist upon an indenture clause obliging the whalers to work for him until all of their debts were satisfied. Papasaquin was unable to get the terms he wanted regarding the debt, but he may have felt that this was offset by Conkling's agreement to a clause requiring English boats to "attend the said design." This is the first mention of Englishmen in separate boats accompanying the Indian crews. It is not clear from the text whether the English boats and crews were to engage in the hunt or provide some other service, such as rescuing a whaler thrown overboard or to help in towing the dead whale back to shore. Whatever the reason, the concession by Conkling may have played a role in Papasaquin's decision to sign with him.

43 In February 1682, near the end of the 1681-82 whaling season, Papasaquin returned to Southampton where he joined a crew led by Ponguamo, the Shinnecock who had witnessed the 1671 Indian contract. The whalers signed an agreement for the 1682-83 season with Matthew Howell, the grandson of Edward Howell, one of the town founders. Ponguamo, whose name came first on the contract, was also from an elite family. He was a Shinnecock Sachem, married to Sunomo, the sister of Wiangonhut, the Unkechaug sachem.[61] There was no mention of fines,

bonds or obligations to resolve outstanding debts. The contract, witnessed by Abraham and David Howell and recorded by John Howell, the Town Clerk who was also Matthew Howell's father, appears to be for the remainder of the 1681-82 season.

44 That same February Artor left Fordham and, along with an Indian named Cohenood, signed on with John Cooper's son, James, for the ensuing season.<sup>[62]</sup> This time the contract was only a brief five-sentence agreement and made no mention of fines or debt obligations. The following June Cooper drafted a more detailed contract adding the names of Jeremiah, Obadiah, and Cutwas.<sup>[63]</sup> James Cooper may have been somewhat cautious about employing Artor and Obadiah since both had been accused by his mother, Sarah, of violating their contract with her. His new version stipulated that the crew was obliged to continue whaling for Cooper until all debts were cleared.

45 James Cooper's contract is a prime example of the concerns brought to Governor Andros's attention. Cooper had lured away Indian whalers from rival Southampton companies owned by Thomas Jessup and James Hildreth. Cutwas, who had hunted whales for a company owned by John Rose of Southampton in 1679-80, had signed a contract with Thomas Jessup in January, a month before he signed with Cooper.<sup>[64]</sup> Jessup's crew included Johnaquam, identified here as John Aquam, and Chice, a Shinnecock sachem. A week before he signed with Cooper, Obadiah had made an agreement to hunt whales for James Hildreth.<sup>[65]</sup> There is no record of action taken against Cooper by either of his rivals. They may have decided that taking court action was not practical and perhaps futile. This was Artor's last whaling contract although he may have continued after the contracts were no longer entered into the town records. He is listed in the 1698 Southampton Town census and, as later documents affirm, he continued to take part in the affairs of his community.

46 During the spring of 1682, Papasaquin and Sequana, who had also signed the contract with Howell, negotiated a new contract for the same period with Obadiah Rogers.<sup>[66]</sup> This agreement that clearly violated their agreement with Howell is an example of the problem addressed by Widow Cooper in 1677 and John Topping in 1680. The terms of the two contracts were nearly the same. Both imposed fines for every day of absence but Howell agreed that the amount would not exceed ten shillings a day. Neither of the contracts imposed a bond nor a stipulation requiring the whalers to continue whaling for the company until all debts were paid. Howell, Rogers, Papasaquin, Sequana, and the other whalers were all aware of that situation because, as noted above, both contracts had been entered into the town records by Mathew Howell's father, John.

47 The reason for the Indians' decision to jump from Howell's contract is not clear, but perhaps they hoped to get a better deal from Rogers or they had some personal differences with Howell or with other crew members. The new contract was certainly known to Matthew Howell. There must have been some communication between Rogers and Howell, as well, because the families were part of an elite kinship system that included most of the Southampton whaling company owners. Obadiah married Matthew Howell's niece, Sarah, a year later. Apparently the two families resolved the issue among themselves because there is no record of a complaint brought before the town courts.

48 The settlement between Howell and Rogers may not have pleased Papasaquin and Sequana because they sought out still another employer for the 1684-84 season. The two whalers joined with an Indian named Agut, and three others to negotiate a contract with John Jessup of Southampton. Agut, who had hunted for Jessup in 1679 and 1680 may have influenced Papasaquin and Sequana by telling him that Jessup had not imposed fines nor a bond and that he did not oblige the whalers to continue working for him until all their debts were paid. If that had been what they expected, they were disappointed because Jessup drew up a lengthy contract that differed sharply from his previous seven and eight-line agreements with Agut.<sup>[67]</sup> The contract, carried the threat of the same penalties found in many of the other contracts and the whalers were obliged to continue hunting for Jessup until all debts were paid.<sup>[68]</sup> Possibly Jessup had been influenced by Howell to draft a more restrictive contract. The two families were very familiar with each other and probably not eager to let competitive labor relations with Indians undermine their own good relations.

49 The one consistent pattern in the experiences of Artor and Papasaquin was the movement to a new company at the end of each whaling season. Artor, for example, signed sequential contracts with numerous employers, including

John Cooper, Richard Howell, Joseph Fordham, Edward Howell, and James Cooper. Although the decision to change from one company to another may have been influenced by the terms in the contract regarding the imposition of fines in some cases, there is no clear pattern in this regard. Papasaquin left the employ of Thomas James, Jacob Schellinger, and John Wheeler where the clauses relating to fines, bonds, and debt were less arbitrary or were not even mentioned, yet his last three contracts with Benjamin Conkling, Obadiah Rogers and John Jessup imposed fines or obligations to work until all debts were paid. Agut, who worked for John Jessup for three seasons, was one of the few exceptions to this pattern of seasonal movement. The whalers' frequent movement from one employer to another in search of better terms expressed their independence as best they could within a system dominated by the English.

## The End of an Era

50 The success of the shore whale design led to the near extinction of the North Atlantic right whale by the mid-eighteenth century.<sup>[69]</sup> Although the shore whaling operations sharply declined as well, scattered documents indicate that Native Americans were being employed to hunt whales as late as 1746. In 1708 the governor, in an effort to support and encourage shore whaling, issued an ordinance stipulating that Indians under indenture to whaling companies could not be arrested, molested, or detained in any way from November first to April fifteenth. Anyone who gave liquor to a whaler or allowed him to become drunk in his house during that period would be fined thirty shillings. The ordinance also prohibited anyone from accepting in pawn guns and clothing that had been given to Indians by company owners as advance payment. The ordinance was renewed in 1716.<sup>[70]</sup>

51 That same year Samuel Mulford, in his protest to the crown about the taxes on whale products, described the whale design as "six men in a small boat" who killed the whales and either towed them ashore or left them for the winds and tides to push them to the beach. His report is the first to note that whales were sometimes killed at sea and left to drift ashore. Mulford complained that his two sons, Timothy and Matthew, and Richard Floyd had been arrested in 1712 by New York governor, Robert Hunter, for failing to pay the taxes on their oil and baleen.<sup>[71]</sup>

52 The terms of payments to whalers had changed very little. In 1720, for example, Jambush, a Shinnecock, was bound out by his parents to Joseph Halsey, the Southampton blacksmith, for four years or four whaling seasons. Jambush would be paid a half share of the oil and bone "according to custom." The oil was valued at one pound twelve shillings and the baleen at two shillings. The indenture was later transferred from Joseph to Jonah Halsey.<sup>[72]</sup> The terms in the indenture were similar to those in a seventeenth-century indenture. Either the price of whale oil had dropped by eight shillings or Halsey had not given Jambush a fair evaluation. Halsey's price for the baleen, however, was nearly three times the seventeenth-century market value.

53 In 1732, Francis Pelletreau of Southampton wrote to Stephen Delancy, a New York merchant, giving him an account of whales taken in the 1731-32 season by companies in Southampton and East Hampton.<sup>[73]</sup> Three adult whales and eight yearlings had been killed, six had landed and five were still floating towards shore. This is the second reference to a practical alternative for landing the huge carcasses. The six whales alone yielded about 220 barrels of oil and 1,500 pounds of baleen, "good for the London market." Pelletreau estimated that the remaining five whales would yield about 150 barrels of oil and 1,000 more pounds of baleen. The 370 barrels would bring over seven hundred pounds at the prices cited in the 1720 indenture. The 2,500 pounds of baleen would have been worth about 350 pounds sterling. Even though the total number of whales was small when compared to the sixty or more whales taken yearly during the peak years in the 1680s, the total value of the oil and baleen, slightly over 1,000 pounds sterling, was a significant amount of new capital for the local economy, enough to purchase over twenty farmsteads on eastern Long Island.

54 Two of the last indentures were recorded by Richard Floyd in 1746. Reuben Indian bound himself to go to sea for Floyd for the following three seasons and Indian Ned Laine agreed to "go a whaling" for one season.<sup>[74]</sup> Reuben would receive four pounds "in cash" for each season, but there is no mention of payment in Laine's agreement and no mention of a lay share, fines, or bonds in either of the contracts. A decade later Reuben was among the Unkechaugs who negotiated a transaction with the Town of Brookhaven in 1755 for the oyster-rich under water bay

lands lying west of the Carman River where the small community of Bluepoint is now located.[75] The underwater tract, the last of the ancient Unkechaug lands to be alienated, became one of the world's richest sources of oysters called "bluepoints." The Unkechaug received five pounds sterling for the tract. Brookhaven was represented by Richard Floyd, Rueben's former employer. Most of the eleven Unkechaugs who signed the deed were on the Floyd payroll at the time. It is noteworthy that so many of the Indian proprietors of the lands being purchased after the 1650s were working for the English. An Unkechaug named Porridge alias Wauphege, for example, who was employed by Richard Floyd, signed off on seven land transactions alienating tribal lands from 1670 to 1694. The Indians were at a considerable disadvantage in these transactions because they depended upon the people across the negotiating table for their economic survival.

## Leaving the Shore

55 Faced with the loss of their ancient lands and rapidly declining whale population, the Indians adapted once more to a changing world around them. Their hunting and navigating skills were still in demand, but in a very different universe as the whale design was packed up, put on a large whaling vessel, and sent around the world in search of sperm and humpback whales. The small "catcher" boats which the Indians had learned to maneuver with such skill and courage were put on board along with all the equipment. Although far from shore, the same hunting strategies were used, but now the whale was towed back to the mother ship and flensed. The big problem faced on these early hunting expeditions, however, was that no one had figured out how to operate the trying pots and furnaces on shipboard safely. They had to store the blubber in barrels and get to a trying station on shore before the blubber went rancid. A wharf and trying station in Sag Harbor accommodated these early whaling expeditions. By 1750, however, this technical problem had been solved and the whole "whale design"—from killing to trying and storing large quantities of whale oil—was ready for expeditions to the deep sea.[76]

56 The transition to the era of deep sea whaling was marked on Long Island by the departure of the whaling ship, *Lucy*, from Sag Harbor in 1790.[77] The Shinnecocks who went out on the long distance voyages sought out local merchants, well known to them, and asked them to serve as their legal representatives in negotiations with the whaling ship captains. In 1803 James Courageous, a Shinnecock, went to sea with Captain Weir Swaine on the ship, *Uncle Toby*. The Southampton firm of Rogers and Herrick served as his legal representative with Captain Swaine. Courageous probably chose these men because both of them had been involved in shore whaling companies in the 1680s. Obadiah Rogers, for example, had hired Papasaquin to hunt whales for his company in 1682.

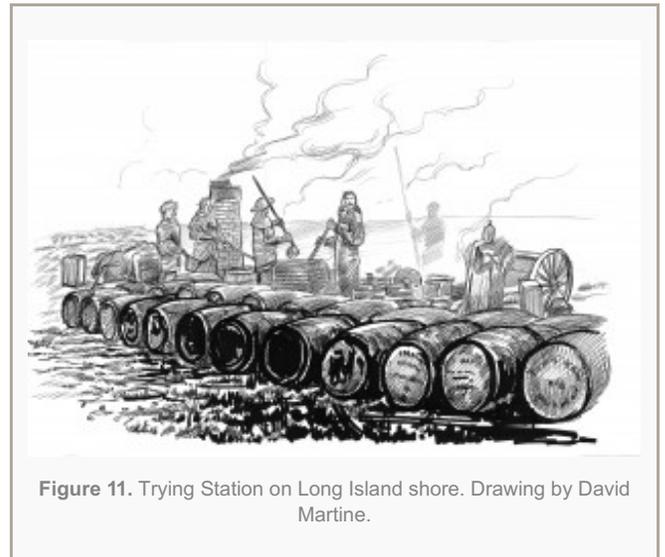


Figure 11. Trying Station on Long Island shore. Drawing by David Martine.

57 That same year Rogers and Herrick entered into a relationship with Hugh Jacob, a Shinnecock, that was similar to the seventeenth- and eighteenth-century indentures. Hugh agreed "to go to sea for them in the customary way as has been practiced by those who have been in the habit of fitting out Indians on whaling voyages." [78] Hugh was to serve for a term of two years "or longer if necessary" to pay off his debt to the merchants. If he paid off his debt sooner, the indenture was voided. Two years later, David Jacob, who was likely a close relative, agreed to go to sea for Rogers and Herrick on the same terms. David also was to serve his masters until he paid off his debt to the merchants.[79]

## Conclusion

58 The whale was held in awe by the Native peoples of Long Island, who sacrificed its fins and tails in their rituals. Along with all the living creatures in their environment, the whale shared a spiritual essence that united human and

animal beings. There was a concern for balance in nature that was expressed in rituals honoring the spirits of animals taken by the hunters. For the Europeans, however, the animals were commodities to be exploited for commercial gain. The fur trade, for example, almost wiped out the beaver population in the Northeast. The same fate befell the North Atlantic right whale during the latter half of the seventeenth century.

59 The English also commodified the land. Land alienation on Long Island, beginning with the English arrival, was nearly complete by the end of the seventeenth century. In 1703 the last major acquisitions of their tribal lands were confirmed by the Shinnecocks and the Montauketts. The loss of their traditional hunting, gathering, and planting grounds gave them little choice but to enter the English economy. Many Indians found employment building fences and tending livestock and cultivating colonial gardens on the very spaces where they once hunted deer, gathered plants and harvested corn. Whaling, for a brief moment in time, provided some Indians with the opportunity to bargain competitively with English employers who eagerly sought their services. The Indians possessed the skills, experience, and courage required to successfully hunt whales in open boats during the winter months.

60 The English companies recruited the Indians for their crews with offers of metal tools, clothing, shoes, kettles, and alcohol. These goods, carried back to the villages by the whalers, stimulated significant changes in material culture that undoubtedly made life easier and more comfortable. There was a dark side. Richard White, in his classic study on patterns of dependency noted that the credit system and the traffic in alcohol were “the two great banes of the Indian trade.” This “credit-liquor combination,” said White, loosened cultural restraints and undermined their resistance to English control over their labor.<sup>[80]</sup> Artor’s experience supports White’s conclusions. Artor’s indenture forced him to become even more dependent on the English economy. Although patterns of dependency emerged, there were also important aspects of traditional culture that survived, including religious concepts, family and kinship systems, and relationships with the natural environment.

61 The whalers did not surrender passively to the oppressive labor system. They had a unique set of skills and experiences that gave them leverage in negotiating with the English company owners. Although their attempt to launch an Indian-owned company failed, they found other means to protect their interests by comparing the terms of their contracts, frequently changing companies and playing one owner against another.

62 The Native peoples of Long Island played a formative role in the history of an iconic American institution. They were there at the beginning. The shore whaling companies depended on the Indian crews for a successful whale design. They were the first American commercial whalers, a legacy that has often been overlooked. Their descendants, David and Hugh Jacob, were among many Native Americans from Long Island who were recruited by whaling captains in the nineteenth century to hunt whales across the globe.

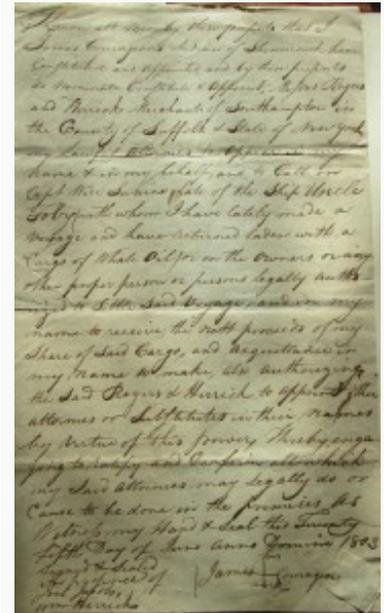


Figure 12. Agreement by James Courageous, a Shinnecock whaler, to go to sea on the *Uncle Toby* under the command of Captain Weir Swaine, June 25, 1803. Rogers File, Southampton Town Historical Society collections.

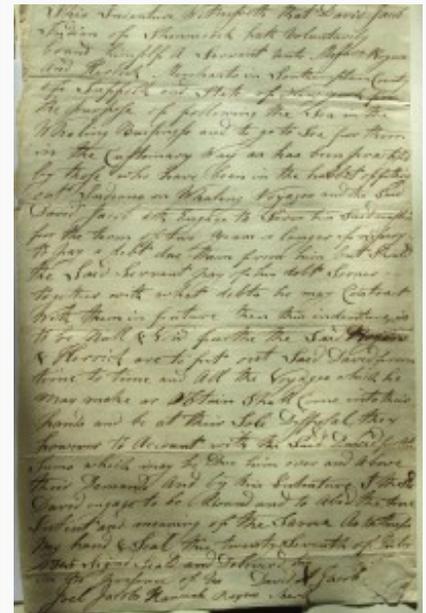


Figure 13. Agreement by David Jacob, a Shinnecock Indian, to be represented by the firm of Rogers and Herrick, July 27, 1803. Rogers File, Southampton Town Historical Society collections.

## Notes

- [1]Theodor De Bry, *Americae*, 1602 (1590), Part IX (1977 edition, Kolbl publisher). Printed in James Axtell, *Beyond 1492: Encounters in Colonial America North America* (New York: Oxford Press, 1992), 115.
- [2]James Rosier, "A True Relation of the Voyage of Captain George Waymouth" (1605) in Harry Burrage, ed. *Early English and French Voyages 1534-1608* ( New York: Barnes and Noble, 1906.), 392.
- [3]Roger Williams, *A Key into the Language of America* , eds. John J. Teunissen and Evelyn J. Hinz (Detroit: Wayne State Press, 1973), 178, 181.
- [4]William Wood, *New England's Prospect* (New York: DeCapo Press, 1968), 91.
- [5]David L. Gardiner, *Chronicles of East Hampton* (Sag Harbor: William Ewers, 1973), 3; Samson Occum, "An Account of the Montauk Indians on Long Island" in Gaynell Stone, ed. *The Languages and Lore of the Long Island Indians*. (Lexington, M.A.: Ginn Custom Publishing for Suffolk County Archaeological Association, 1980), 218-220.
- [6]John A. Strong, *The Montaukett Indians of Eastern Long Island* (Syracuse University Press 2001) 49; Kathleen J. Bragdon, *Native People of Southern New England 1500-1650* (Norman: University of Oklahoma Press, 1996), 188-89.
- [7]Williams, *A Key into the Language of America* , 176.
- [8]Martin Conway, *No Man's Land: A History of Spitsbergen Island From its Discovery in 1596 to the Beginning of the Scientific Explorations of the Country* (Cambridge: Cambridge University Press, 1906), 42-43, 52-53.
- [9]Jean-Pierre Proulx, *Basque Whaling in Labrador in the 16th Century* (Studies in Archaeology, Architecture, and History, National Historic Sites Park Service Environment, Canada, 1993), 31-32.
- [10]Selma Barkham, "Basque Whaling Establishments in Labrador 1536-1632, A Summary," *Arctic* Vol. 37 (1984):515-519; J.A. Tuck and J.A. Logan, "A Sixteenth Century Basque Whaling Post in Southern Labrador," *Association for Preservation, Technology Bulletin* 1990, Vol.22(3): 65-72.
- [11]Willits D. Ansel, et.al. *The Whaleboat: A study of Design, Construction and Use From 1850-to 2014* (Mystic: The Museum of America and the Sea, 2014), 26, 62-64.
- [12]William Pelletreau, ed., Vol. 1, *Records of the Town of Southampton* (Sag Harbor: Hunt, 1887), 30.
- [13]John A. Strong, "The Evolution of Shinnecock Culture," in Gaynell Stone, ed., *The Shinnecock Indians, A Culture History* (Stony Brook: Suffolk County Archaeological Association, 1983), 53,67; Strong, *The Montaukett Indians*, 14-17; John A. Strong, *The Unkechaug Indians of Eastern Long Island* (Norman: University of Oklahoma Press), 36-63.
- [14]John A. Strong, "The Imposition of Colonial Jurisdiction Over the Montauk Indians of Long Island," *Ethnohistory* 1994, 41(4) 560-90.
- [15]Pelletreau, *Southampton Records*, Vol. 1: 56-57.; Southampton Town Archives Liber A2: 85.
- [16]*Small book of Deeds* (Suffolk County Historical Documents Room, Riverhead, N.Y.: Suffolk County Center), 84.
- [17]Laurel Thatcher Ulrich, *The Age of Homespun: Objects and Stories in the Creation of the American Myth* (New York: Vintage Books, 2002), 59; Marshall Joseph Becker, "Matchcoats: Cultural Conservatism and Change in one aspect of Native American Clothing," *Ethnohistory* 2005, 52(4)727-787: 770.
- [18]William S. Pelletreau, Vol. 2, *History of Long Island* 2 vols. (New York: The Lewis Publishing Company, 1902),

[19]O'Callaghan and Fernow, eds., *Colonial Documents* Vol. 14: 648.

[20]John A. Strong and MaryLaurel Lamont, "The Richard Floyd Account Book 1686-1690: A Search for Authorship and Historical Significance," *Long Island History Journal* 2015 Vol. 24(1), 24-28.

[21]Peter C. Mancall, *Deadly Medicine: Indians and Alcohol in Early America* (Ithaca: Cornell University Press, 1995), 85-100.

[22]In January 1677 Anthony later went to sea on a crew with Artor that was led by Wompanaromps, a Shinnecock sachem. Southampton Town Archives, Office of the Town Clerk, Southampton, N.Y. Liber A2: 113.

[23]Southampton Archives Liber A2:90.

[24]Southampton Archives, Liber A2:93; SBD 36-38.

[25]O'Callaghan and Fernow, *Colonial Documents*, Vol. 14, 675.

[26]John A. Strong, "The Pigskin Book: Records of Native American Whalers," *Long Island Historical Journal* Vol. 3(1): 17-29 (20).

[27]Pelletreau, *History of Long Island* Vol. 2: 495-96.

[28]Foster Saville, "A Montauk Cemetery in East Hampton Long Island," *Indian Notes and Monographs* 1920, Vol. 2(3) American Museum of Natural History.

[29]*Small Book of Deeds*, 36-38.

[30]In the fall of 1675 concerns about manipulation of the contents and the size of the barrels led to an order by Governor Andros defining a barrel as thirty-one and a half gallons and requiring the coopers who made the barrels to be certified by the town magistrates. The barrels had to be marked with the name of the cooper and inspected by the magistrates (Christoph and Christoph 1983, 176).

[31]The number of gallons per barrel was set by the Court of Assizes in 1676. Peter Christoph and Florence Christoph, eds., *Records of the Court of Assizes For the Colony of New York, 1665-1682* (Baltimore: Genealogical Publishing Company, 1983), 176; Osborn Shaw, ed. *Records of the Town of Brookhaven, Book A* (New York: Derrydale Press, 1932)39,40; Archibald Weeks, ed. *Records of the Town of Brookhaven Vol. 1, 1662-1679* (New York; Tobias Wright, 1924), 61.

[32]Southampton Archives, Book D 2: 107-108.

[33]There were four terms, often used interchangeably for these textiles in the seventeenth century: broadcloth, barter cloth, duffel, and trucking cloth. Becker, *Matchcoats* (2005). 732; Florence Montgomery, *Printed Textiles, English and American Cottons and Linens* (New York: Viking Press, 1984), 159, 228; Ulrich, *Age of Homespun*, 55.

[34]Thomas Cooper, ed., *The Records of the Court of Sessions of Suffolk County in the Province of New York, 1670-1688* (Bowie Maryland: Heritage Books, 1993), 83.

[35]Daniel Denton, a Long Island resident in Hempstead, Long Island, writing in 1670 noted that Indians were replacing animal skins with broadcloth garments. "They hang it upon their shoulders," he said and put a half yard of the same cloth, "betwixt their legs and [bring it] up before and behind, and [tie it] with a girdle about their middle." Daniel Denton "A Brief Description of New York," in Sidney Pomerantz, ed. *Historical Chronicles of New Amsterdam, Colonial New York, and Early Long Island* 1-22, (Port Washington, N.Y.: Empire State Historical Publications, 1968), 13.

- [36]Cooper, *Records of Court of Sessions*, 26; *Richard Floyd Account Book, 1686-1690*, Huntington Library Archives, San Marino, CA, 11.
- [37]Becker, *Matchcoats*, 769-770.
- [38]Cooper, *Records of Court Sessions*, 41, 58, 83; regarding spoons, see 114, 227, 316.
- [39]Southampton Archives, Book D2: 87-88.
- [40]Victor Hugo Paltsits, ed. *Minutes of the Executive Council of the Province of New York: Administration of Francis Lovelace* 2 Vols. (Albany: State of New York, 1910), 475.
- [41]Cooper, *Court of Sessions*, 126, 160; Strong and Lamont, *Richard Floyd Account Book*, 24-29.
- [42]Becker, *Matchcoats*, 769.
- [43]Osborne, *East Hampton Records* Vol. 1:378-81; Vil. 2:78-79.
- [44]Southampton Town Archives Liber A2:99-100.
- [45]Southampton Town Archives Liber A 2: 113.
- [46]Southampton Town Archives Liber A 2: 114.
- [47]O'Callaghan and Fernow, *Colonial Documents*, Vol. 14: 708.
- [48]"British Manuscripts and Translations of Colonial Manuscripts," New York State Historical Archives, Albany, NY, Vol. 26: 153,157.
- [49]James Truslow Adams, *A History of Southampton* (Reprint 1918, 1962, Port Jefferson, NY: Ira J. Friedman), 92, 279-80; O'Callaghan and Fernow, *Colonial Documents*, Vol. 14: 681.
- [50]Southampton Town Archives Liber A2: 121.
- [51]Southampton Town Archives, Liber A2: 133.
- [52]Roy Lott, "Indentured Servants in Huntington," *Long Island Forum* June 1964, 125-26.
- [53]Osborne, *East Hampton Records* Vol. 1: 410-11.
- [54]Osborne *East Hampton Records* Vol. 2: 152-53.
- [55]Jeanette Edwards Rattray, *East Hampton History* (East Hampton: Rattray, 1953), 126.
- [56]Osborne, *Records of East Hampton* Vol. 2:86-87.
- [57]O'Callaghan and Fernow, *Colonial Documents* Vol. 14: 756-57.
- [58]Paltstiits, *Executive Minutes* Vol. 2: 467.
- [59]Osborne, *Records of East Hampton*, Vol. 2:95-96, Vol. 1:374-75. Conkling was married to John Mulford's daughter, Hannah. Mulford, one of town founders who was also one of the wealthiest men on Long Island.
- [60]Osborne, *Records of East Hampton* Vol. 2: 77.
- [61]Southampton Town Archives, Book D2:74

- [62]Southampton Town Archives, Book D2:103.
- [63]Southampton Town Archives, Book D2 94.
- [64]Southampton Town Archives Liber A 2:124 (John Rose contract), Book D2:72 (Jessup contract).
- [65]Southampton Town Archives Book D2: 87-88.
- [66]Southampton Town Archives Book D2:84.
- [67]Southampton Town Archives Liber A 2: 122 (1679-80 season), Liber A2: 136 (1680-81 season).
- [68]Southampton Town Archives Book D 2: 117-118.
- [69]Randle R. Reeves, Tim D. Smith, and Elizabeth A. Josephson, "Near-Annihilation of a Species: Right Whaling in the North Atlantic" in *The Urban Whale: North Atlantic Right Whales at the Crossroads*, eds. Scott D. Kraus and Rosalind M. Rolland (Cambridge: Harvard University Press, 2007), 63-65.
- [70]Charles Z. Lincoln, *The Colonial Laws of New York From 1664 to the Revolution* Vol. 1 (New York: Lawbook Exchange, 1894, reprint 2006), 610, 887.
- [71]E.B. O'Callaghan, ed. *The Documentary History of the State of New York* Vol. 3, (Albany: Weed and Parsons, 1850), 372.
- [72]Rogers file, Indentured Servitude (Shinnecock) Oct. 29, 1720, Southampton Historical Society, Southampton, N.Y.
- [73]Pelletreau to Delancy Feb. 17, 1732, File 1732 OG 21, Pennypacker Collection, East Hampton Public Library.
- [74]Kate W. Strong, "Some Early Floyd Papers," *Long Island Forum* Vol. 20(5): 89-90. Ned Laine's indenture is in the Osborn Shaw file in the Brookhaven Town Historian's collections.
- [75]Strong, *The Unkechaug Indians*, 119-120.
- [76]Pelletreau, 496; Eric Jay Dolin, *Leviathan: The History of Whaling in America*. (New York: W.W. Norton, 2007), 107-108.
- [77]Pelletreau, *History of Long Island* Vol. 2, 497.
- [78]Southampton Historical Society Collections, Rogers file July 28, 1803.
- [79]Southampton Historical Society Collections, Rogers file July 27, 1805.
- [80]Richard White, *The Roots of Dependency: Subsistence, Environment, and Social Change Among the Choctaws, Pawnees, and Navajos* (Lincoln: University of Nebraska Press, 1983), 58, 101, 146, 209; *The Middle Ground, Indians, Empires, and Republics in the Great Lakes Region, 1650-1815*, (New York: Cambridge University Press, 1991), 482-86.