



Dec 26, 2017

The Portage Municipal Register of Historic Places
Nomination Form for Structures, Sites or Entities

1. Address End of Agency Rd. (right of Agency House)
2. Description of Property, Site, or entity Land from fence, foundation underground
Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):
 All of OL 109, Assessor's Subdivision
3. Legal Description Dames City -
Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):
 Beg at a US iron marking the SW cor of Lot 11, Sec 33-13-9, being OL 112 according to the assessor's subdivision of lands in the City of Portage; N0-24-40E 1320' alg the W ln of said Lot 11; S89-45-50E 405', more or less, alg N ln of said Lot 11 to the ctr ln of the Fox River; thence alg said ctr ln of the Fox River to a pt of Inter with the S ln of Lot 11; N89-35-20W 1047', more or less, alg S ln of said Lot 11 to POB. Exc CSM 841-4-61 (PARK)
4. Tax Parcel Number # 11271-2460.01 & # 11271-2457

5. Owner's full name and address # 11271-2460.01 City of Portage
11271-2457 National Society of Colonial Dames of America (Indian Agency House)

6. Form Prepared by:
 Name/Title LINDA L. BURT originally submitted: June
 Organization _____ Date Submitted RE- Sept. 25th 2017
 Street Address 3244 66th Ave. S.W. #26 City/Town Olympia
 State WA Zip Code 98512 Telephone 360 357-6152
 Fax _____ Email Address kingrwho@yahoo.com

7. Physical Description of Exterior and State of its Condition. (Cont. on additional sheets if necessary.)
- ① Currently the majority of the land is forested
 - ② Foundation lies underground a point where gravel turn around begins on right near canal
 - ③ Entire land base is Indian Burial Grounds
 - ④ DuBay's Post (foundation) is at least twice the size of Agency House.

8. Append complete set of photographs showing all sides of property.
9. Significance

Period	Areas of Significance (check and justify below)				
	Archeology-prehistoric	Archeology-historic	Community planning	Landscape architecture	Religion
1400-1499	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1500-1599	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1600-1699	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1700-1799	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1800-1899	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1900-1950	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19??	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20??	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Specific dates 1836/37 - Aug. 15, 1857

Builder/Architect Robert Downey (brother-in-law of John DuBay)

Statement of Significance (Include justification for all "Areas of Significance" checked above, and give sources for all statements of fact. Continue on separate sheet(s) if necessary.)

- See attached -

10. Major Bibliographic References:

(In addition, please attach copies, if appropriate, and list sources of references, including oral histories. Use additional sheets if necessary.)

Common Council provided with Chronological
Time Line of John Baptiste DuBay

Commission Activity

(to be left blank by applicant; for Commission use only)

Committee hearing date _____

Commission Decision (including brief justification) _____

Signature of Commission Chair _____ Date Acted Upon _____

Specific dates DuBay 1840-1857; Menominee, Ho-Chunk
 (Dube').
 Builder/Architect Richard Downey (DuBay's brother-in-law)

Statement of Significance (Include justification for all "Areas of Significance" checked above, and give sources for all statements of fact. Continue on separate sheet(s) if necessary.)

One of the most famous & historically important
 partages in the entire country. The land was taken
 by fraudulent, dishonest, deceit culminating in tragedy. ^{culminating}
 "DuBay, probably the oldest person born within the territory
 now composing the state of Wisconsin..." Stevens Point Journal 1-15-1837
 "Jan. 14, 1837" In DuBay by Merton Krug, "A legendary figure
 of the 'Old French' lumbering region before Paul Bunyan's fabled
 exploits were heard of there. DuBay was as characteristically
 Wisconsin as the Wisconsin River itself, whose long reaches
 & great breadth he had traveled as a trader & voyageur
 from a decade beyond recall..." DuBay was grandson of Chief
 Pauwawot. pg 143 of Court Journal: H.L. Dousman: "I know where
 DuBay lived; the ground between his house & the Indian Agency
 house, in the ground enclosed by the Fur Co. First occupied by
 Pauquette. In 1840 I transferred it to DuBay to occupy it &
 keep possession..." William Brown pg 158 "I know the location where
 DuBay resided at Fort Winnebago. It was occupied as a Trading
 Post..." pg 207 James Halpin "... DuBay lived on Agency hill; old burying
 ground..." J.C. Knapp pg 208 "He was living near the Agency." Cal. August Petrol
 pg 204 "... at his house by the Agency."
 DuBay: pg. 204. Veeder: "His residence has been at Trading Post. His
 house north of Agency House." McFarlane pg 202,

10. Major Bibliographic References:

(In addition, please attach copies, if appropriate, and list sources of references, including oral histories. Use additional sheets if necessary.)

Gov. Dodge - 1837 - treaty at Fort Snelling w/Chippewa
Governor Lewis Cass - official interpreter
Contract dated Sept. 1840 Joseph Polette & John B. DuBay
"DuBay" Merton E. Krug / Legal Description of Sections 31, 32, 33
Journal of the DuBay Murder Trial Madison, Wis. Dec 1-5 1857
Act for the relief of John Baptiste Dube - The people of the
State of Wisconsin represented in Senate & Assembly - Feb. 16, 1856
Jay's Treaty - 1794 - Trading Ground regarded as private property
Governor James Duane. Dohy pg 199 "... portion of ground between Agency
& trading house was inside the enclosure of American Fur Co.

Commission Activity

(to be left blank by applicant; for Commission use only)

Committee hearing date _____

Commission Decision (including brief justification) _____

Signature of Commission Chair _____ Date Acted Upon _____

John Baptiste DuBay

MAPS



↑ Slag
DuBan

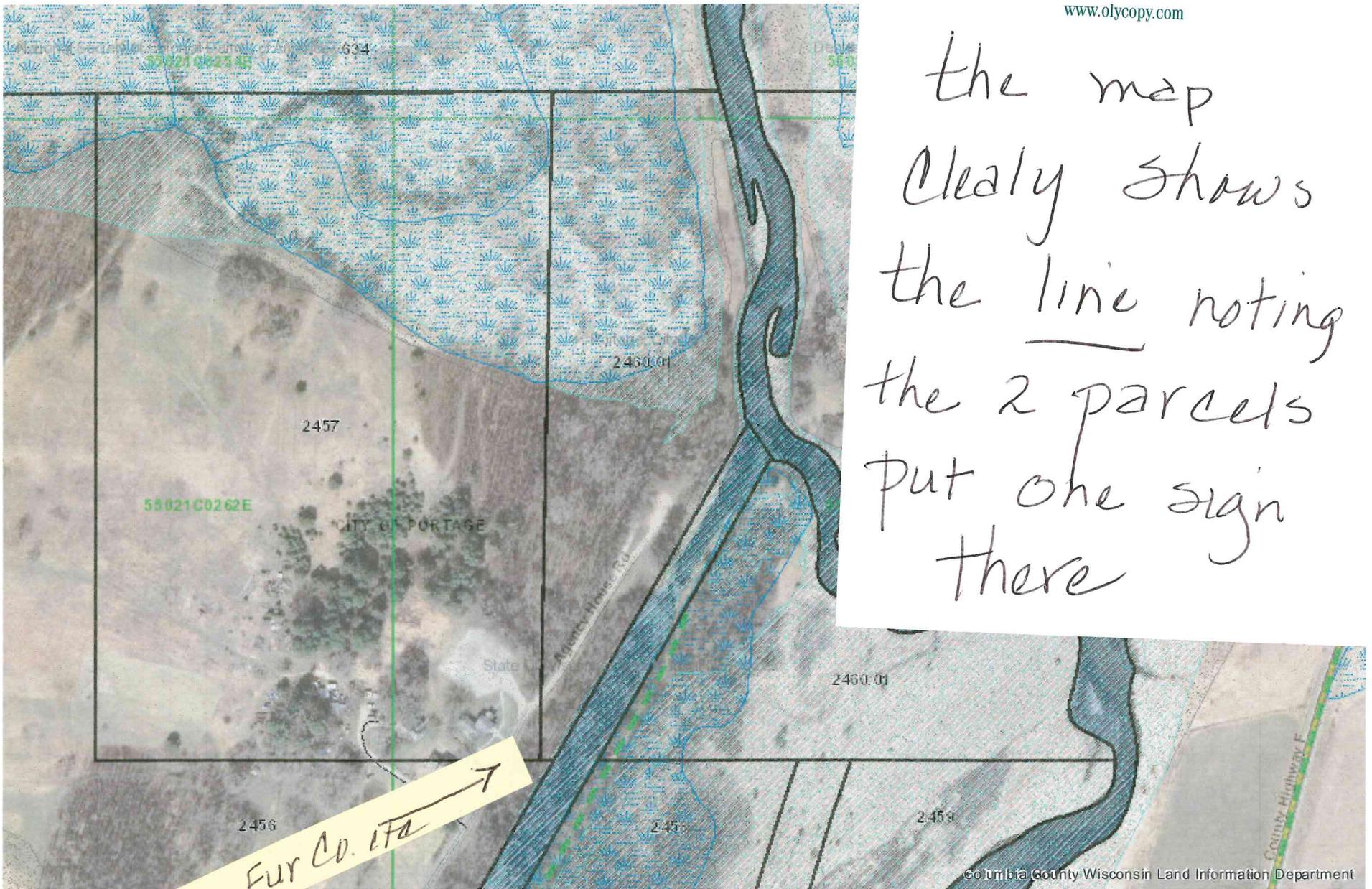
Tax Parcel Map

OLYMPIA COPY & PRINTING

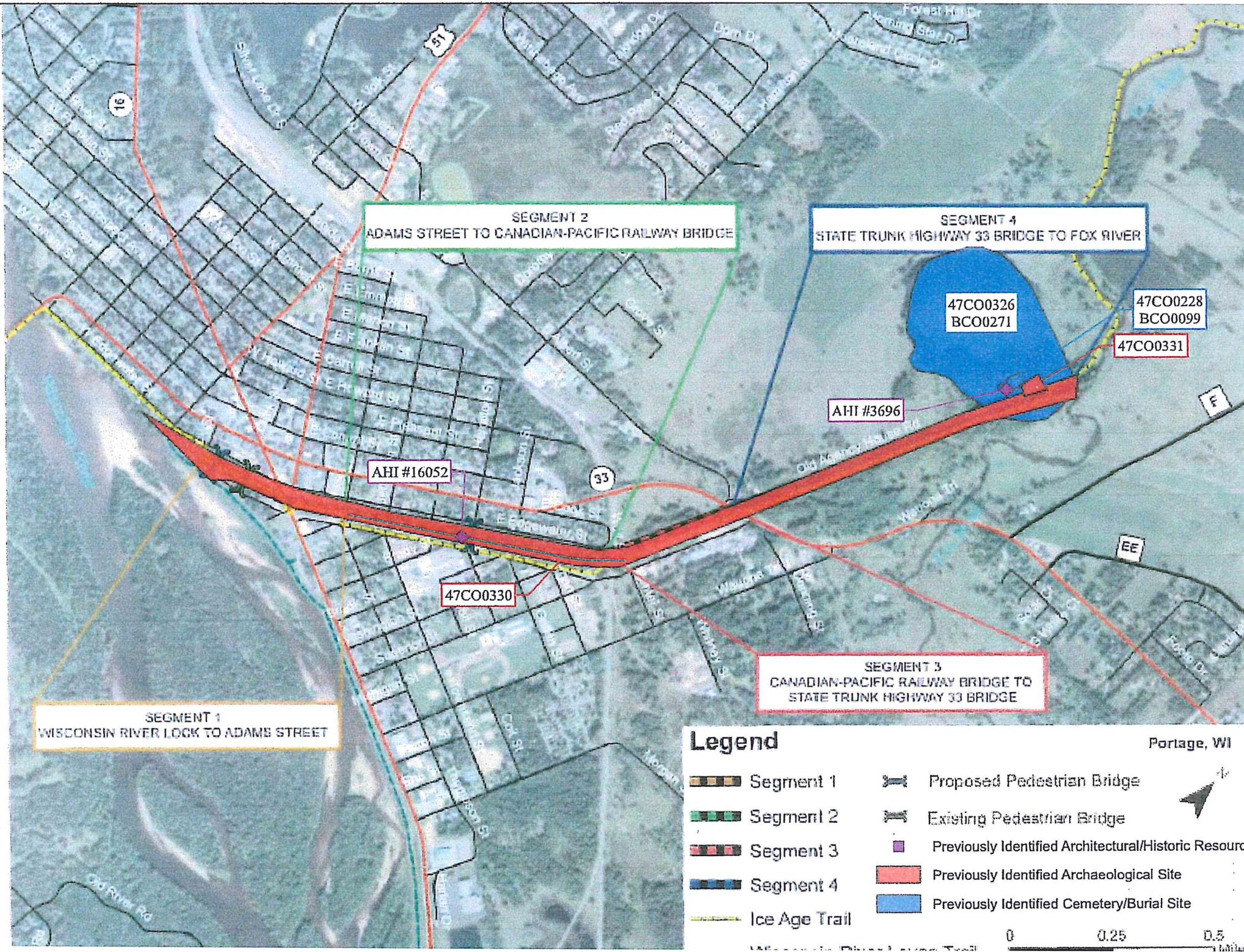
704 Franklin Street S.E. Olympia, Washington 98501
Office 360-943-5453 Fax 360-943-0163

www.olycopy.com

Roary Barella 000174407 Ticasuk Brown Elementary School Page 14 of 15



the map clearly shows the line noting the 2 parcels put one sign there



SEGMENT 1
WISCONSIN RIVER LOCK TO ADAMS STREET

SEGMENT 2
ADAMS STREET TO CANADIAN-PACIFIC RAILWAY BRIDGE

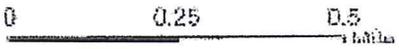
SEGMENT 4
STATE TRUNK HIGHWAY 33 BRIDGE TO FOX RIVER

SEGMENT 3
CANADIAN-PACIFIC RAILWAY BRIDGE TO
STATE TRUNK HIGHWAY 33 BRIDGE

Legend

- Segment 1
- Segment 2
- Segment 3
- Segment 4
- Ice Age Trail
- Proposed Pedestrian Bridge
- Existing Pedestrian Bridge
- Previously Identified Architectural/Historic Resource
- Previously Identified Archaeological Site
- Previously Identified Cemetery/Burial Site

Portage, WI





7. Describe the Area of Potential Effects (APE):

The APE for above-ground resources was defined to include the Portage Canal and immediately adjacent properties that may be directly or indirectly affected by the project. The APE for archaeology was defined to include the canal and areas within 36 to 55 feet of either side of the canal.

8. Describe steps taken to identify historic properties:

An architecture/history survey of the APE was conducted by Commonwealth Heritage Group (Commonwealth) in 2016 and one historic property was identified, the Portage Canal (AHI #16052). The structure is listed on the National Register of Historic Places (National Register). A portion of the National Register-listed Portage Industrial Waterfront Historic District is also located in the APE, but no associated resources (contributing or non-contributing) that could be affected by the project in any way are extant. As a result, the project will not have an adverse effect on the district. Also of note is the National Register-listed Old Indian Agency House (AHI #3696, 47CO0228), which is located in the vicinity of Segment 4. There will be no effect to the property, as actual rehabilitation of that portion of the canal is not part of this project.

In addition to being listed on the National Register, the Portage Canal has been designated as an archaeological site (47CO0030). All but 1.5 acres of the maximum potential archaeological APE was previously surveyed in 2003; other than the canal, no other archaeological sites were identified at that time. Additional archaeological survey may be required once preferred alternatives are selected and an exact construction footprint is known. There also are previously identified archaeological sites adjacent to Segment 4, including the aforementioned National Register-listed Old Indian Agency House (47CO0228), unevaluated Agency Fields (47CO0326), and unevaluated DuBay Post (47CO0331). Cumulative effects to these sites as a result of the rehabilitation of Segment 2 were considered (see Section 10 below).

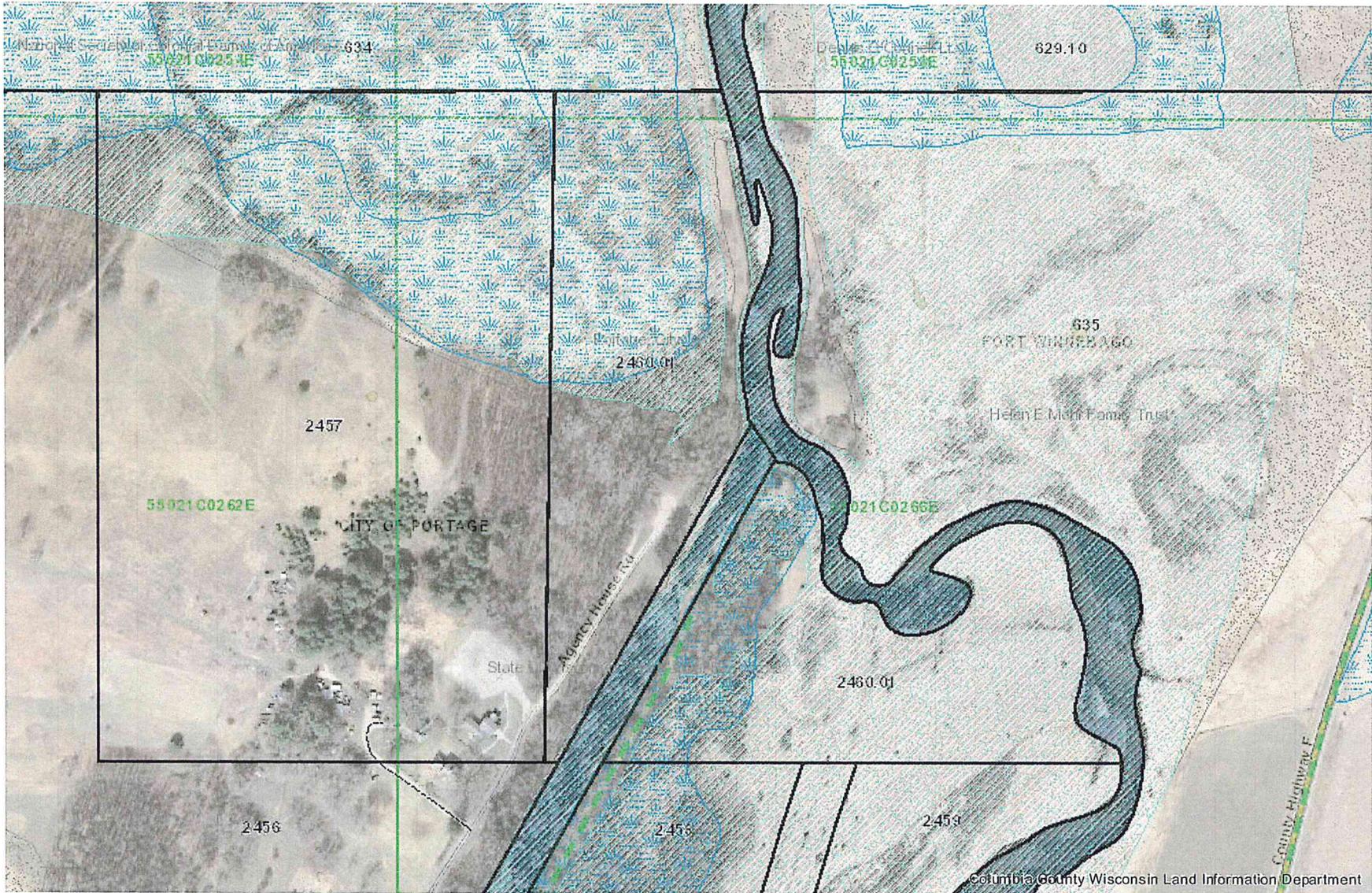
See Figure 10 for the locations of identified historic properties and archaeological sites.

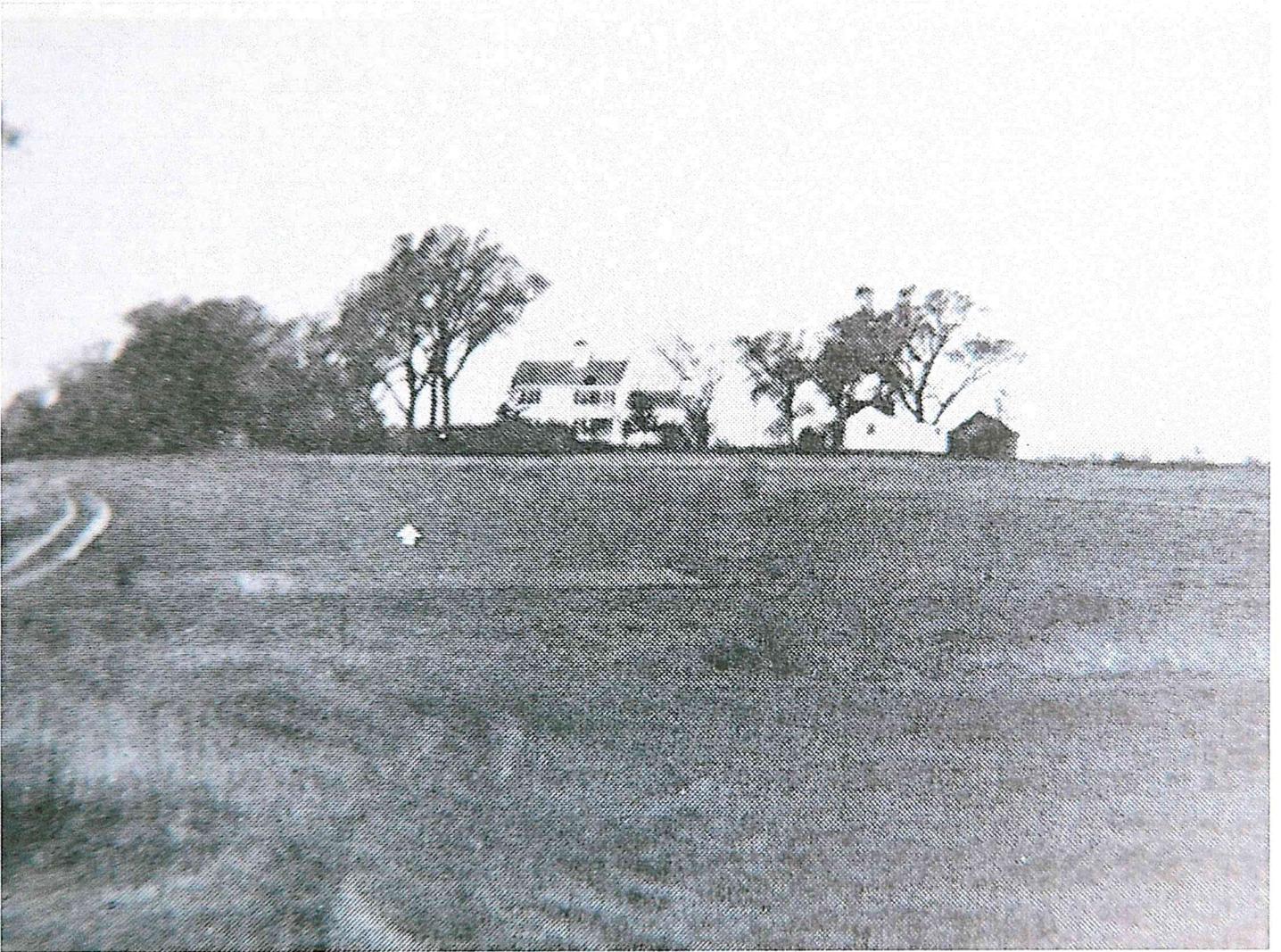
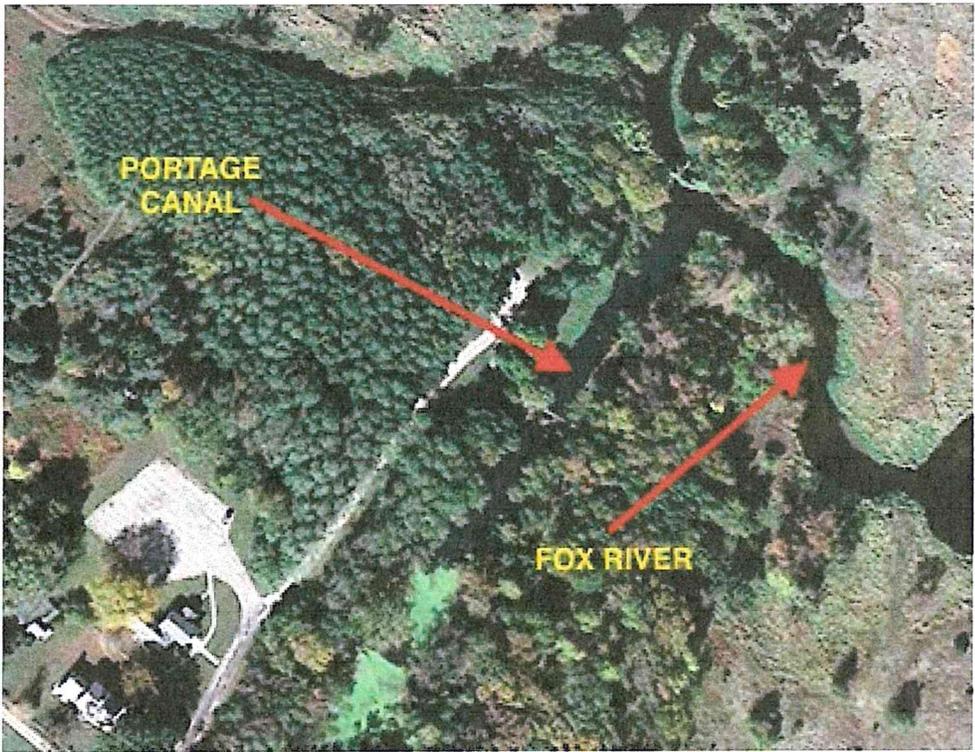
9. Describe the affected historic property:

The Portage Canal is an approximately 2.5-mile-long waterway between the Wisconsin and Fox rivers in the city of Portage, Columbia County. The first attempt to build a canal to connect the two rivers occurred in the 1830s. It was hand dug with shovels and wheelbarrows, but work was quickly abandoned. A new route was chosen for the canal in 1849, consistent with the current alignment. In the 1870s, the USACE took over the project and the canal was completed in 1876, with dimensions of 75 feet wide and seven feet deep, and a right-of-way that extended 45 feet to the north and 75 feet to the south from the canal. Timber pile revetment was used along the canal's entire length. Improvements and maintenance of the canal during the historic period were largely focused on the locks at each end, apart from dredging and the occasional replacement of deteriorated revetment. See Figures 11-14 for historic photographs of the canal.

The federal government maintained control of the canal until 1951, when the upper reaches of the Fox River were closed to navigation. In 1958, ownership of the canal was transferred to the Wisconsin Conservation Department (now the Wisconsin Department of Natural Resources). The lock at the west

Tax Parcel Map





Ho-Chunk

a Canadian 1805

South Western Fur.

Co. 1808

Joseph Rolette 1815

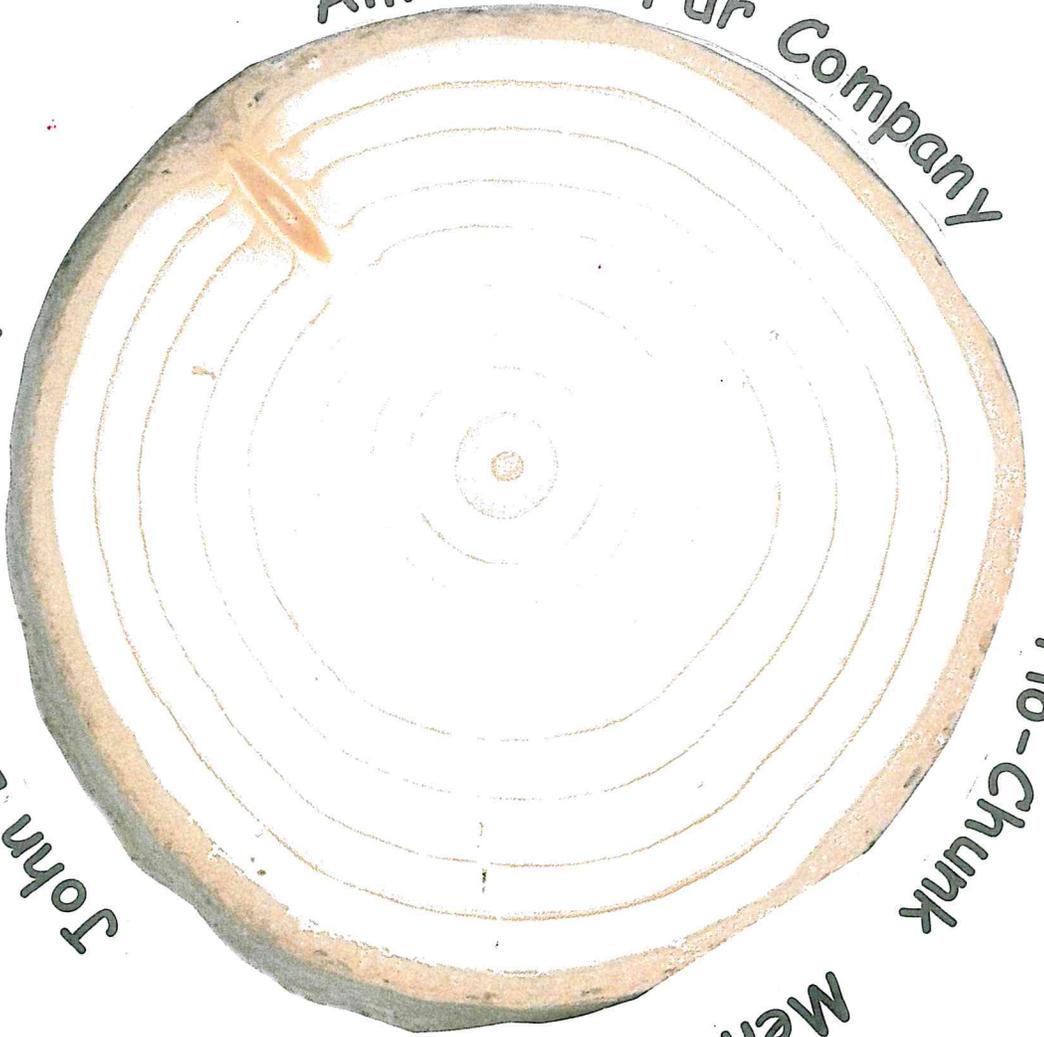
American Fur Co. 1821

↳ Piquette → 1836

John Baptiste DuBay

1840 - Aug 15, 1857

John Baptiste DuBay



American Fur Company

Menominee

Ho-Chunk

John Baptiste DuBay
Life-Line
and
SIGNIFICANT
LIFE MARKERS

Remarkable Man

@ 10 July 1810 - DuBay was born in Green Bay, Illinois Territory, the son of a French trader, John Louis Dube'. His mother is believed to be the daughter of Chief Pewatenot (Menominee) thus making John the **grandson of Chief Pewatenot**. His father, a French-Canadian fur trader from Montreal, rumored to be the first European in Portage County. Though DuBay was evidently illiterate, signing his name with an "x," **spoke at least four Indian languages as well as English and French**. Acknowledging his talent for intercultural exchange.

1825 - age 15, started working for the *Am. Fur Co.* at Fort Detroit,

1828 – entered the employ of the Hudson Fur Company

1829 age 19 - American Fur Company in Saginaw. He eventually struck out on his own.

1829 – left Hudson Fur Company and set up an opposition establishment on his own at Saginaw

1830 - re-hired by the American Fur Company as an agent. Eventually he was appointed primary agent at the Ojibwe settlement of Lac du Flambeau

1830 - name DuBay began appearing on maps of Wisconsin territory.

1831 - became so successful the Hudson Company bought him out - paying him a non-competition stipend of \$600 for six years so as to eliminate competition. He

then moved to Sault Ste. Marie, where he continued in independent trade.

1832 - In appreciation for his services during treaty negotiations following the Black Hawk War, General Lewis Cass appointed DuBay an **honorary Lieutenant Colonel**

1834 - rehired by the American Fur Trade Company to be "Superintendent of Trading Activities" in the Flambeau River District, one of the centers of the Wisconsin fur trade also established a trading post on the Wisconsin River near present day Knowlton, Wisconsin.

1836 - map shows Prairie Du Bay settlement located northeast of the present town of Boscobel.

1837 - July, Interpreter for future Wisconsin governor Henry Dodge hired DuBay to interpret at the Treaty of Fort Snelling, which added all Dakota lands east of the Mississippi to the Wisconsin territorial government. However, DuBay did not exclusively work for Europeans. Later that same year, he wrote a "Petition by Chippewa Half-Breeds," appealing to the government to address neglected treaty payments.

Along with interpreting duties, DuBay ran a grocery at Fort Winnebago, a tavern in Knowlton, & a saw-mill near Chippewa Falls.

1839 - established as H.L. Dousman's agent for the Wisconsin River trade, headquarters remained at the trading grounds on the Fox River near Fort Winnebago.

1840's – acquired right to occupy this historic location directly from Rolette – invested with all the prestige & affluence being the American Fur Company's trader at the portage during the closing years of Wisconsin fur trading era; a position of first importance in those days when John Jacob Astor & his American Fur Company were one of the most influential financial groups in the United States; DuBay reigned over the ancient trading domain of John Lecuyer, Joseph Crele, Pierre Pauquette, Thomas de La Ronde....

1840 - was appointed Indian Agent at Fort Winnebago, at the portage between the Fox and Wisconsin river valleys, and he operated a grocery there

1845 – dictated letter to T. Hadley Crawford, United States Commissioner of Indian Affairs, Washington, DC regarding David Jones, Indian Agent having him removed for prejudice

1848 –Interpreter for Col. William Medill at the Treaty of Lake Poygan I

1849 -The first election of town officers was held at DuBay's Trading Post "at the house of J. B. DuBay."

1850 - April 4, John DuBay took oath of office as supervisor on the new town board of Stevens Point two days after he was elected, promising "faithfully to perform the duties of Supervisor in the town of Stephens Point to the best of [his] abilities ... " Below appeared "John B. his X mark Dubay" which means that DuBay, a man who helped to make the history of his time, was unable

to write his own name.

1851 – Dousman vested in DuBay every right and claim that had belonged to the American Fur Company, whose possession dated from 1821 and had never been challenged. Dousman made him the owner of the tract. Under the terms of the Jay Treaty of 1794 the United States government had agreed to recognize the rights and claims. The trading post ground had been regarded as private property and subsequently not subject to including in the Military Reserve unlike the Agency House.

1851 - Postmaster of Eau Pleine

1852 – Ran a tri-weekly line of stages between Fort Winnebago & Stevens Point using two horses & elliptic spring carriages

1853 – January 28, dictated letter to Wisconsin Legislature revealing his deep concern for the future welfare of his kins people of the Menominee nation

1853 – Military Reserve sold its land – DuBay worded strong public notice in the Fort Winnebago River Times that his claim was not for sale and would be “enforced against any purchaser or purchases thereof, at the Public Sale to commence on the first day of September... as advertised, or at any other sale of the same.” He also put up signs on trees surrounding his land.

1855 - Lapham Map shows Du Bay Point settlement, between Stevens Point and Wausau, as "Du Bay's."

1856 – February 16, friends of DuBay's in the Wisconsin Legislature passed this piece of legislation: **An Act for the Relief of John Baptiste Dube' (DuBay) The people of the State of Wisconsin, represented in Senate and Assembly, do enact as follows: Section 1: That in consideration of the preemption claim of John**

Baptiste Dube', and satisfactory proof of occupation and cultivation of the south-west quarter of section thirty-three, in township thirteen north of range nine east, by the said Dube' on the 8th day of August, in the year 1846 and 1848, & his continued possession thereof to the present time, and also his improvements... the said quarter quarter section as the same ... bounded on the Fox River, the state of Wisconsin does hereby grant, release, relinquish and forever quit claim to the said John Baptiste Dube', his heirs and assigns forever;....
Section 2: The state of Wisconsin does also relinquish & forever quit claim to the said John Baptiste Dube', his heirs & assigns, all rights, title, interest and claim in and to the said section thirty-three.....”

1857 - John DuBay involved in a land dispute with his neighbor William S. Reynolds in Fort Winnebago. Reynolds, a proprietor of the Fox Valley Waterpower Company, claimed an expanse of land which DuBay asserted was his rightful property. DuBay offered to settle and sell the land to Reynolds, but Reynolds refused, maintaining that he already owned it. Reynolds proceeded to construct a mill on the land while DuBay was away. Upon his return, DuBay discovered the structure and dismantled it. In the ensuing altercation, DuBay shot and killed Reynolds.

– After the Tragedy the Water Power Company took land for the canal, Attorney's Strong & Orton insisted he sign over his 160 acre DuBay Farm to them. John left Fort Winnebago to Knowlton, Wisconsin, between Stevens Point & Wausau. Once a prosperous man, DuBay was left him with little.

1867 - Drove a ferry for the last 10 years of his life
He also helped commission a road connecting Wausau, near Knowlton, with the state capitol in Madison.

January 11, 1887

Jean Baptiste DuBay --- trader, lumberman, steamboat- and stage-line owner, mill operator, legislative lobbyist, and linguist. Referred to as the Daniel Boone of the north country, DuBay was a prosperous businessman widely known throughout the Northwest. In the death of DuBay, probably the oldest

person born within the territory now comprising the State of Wisconsin has passed away. He was born at Green Bay in 1810, and therefore when the Territory of Wisconsin was organized he was 26 years of age; when it became one of the States of the Union he had attained the age of 38. A portion of his earlier years, however, were spent in Michigan, where he was engaged in trading with the Indians, and he claimed to have built the first house on the Kalamazoo river, near the site of the present city of that name. He afterwards served as interpreter for Gov. Dodge, Wisconsin's first territorial Governor, and for many years thereafter was intimately associated in one capacity and another, with nearly all the men whose names are so prominently associated with our early history. For five years he had charge of the American Fur Company's interests on the headquarters of the Chippewa, where the Company had at that time maintained a trading post for about 100 years. The first saw mill ever built at Chippewa Falls was in pursuance of an arrangements made by DuBay with the Indians. He at one time had a claim at Fort Winnebago, upon which a party, under the leadership of one Reynolds, undertook to build a mill. He had lived on the place where he died for many years, and in the early history of this country was one of the best known men in it. As a young man, DuBay became one of the wealthiest men in the Midwest. During his latter years he was supported by his children, but he had handled a great many thousand dollars worth of goods, and there are people who can remember when he used to drive the finest team between Wausau and Portage.

— *The Stevens Point Journal*; Saturday, January 15, 1887

The Knowlton homestead was his primary home for the rest of his life, although he frequently traveled

Location of DuBay's
Land, Home and Buildings
as stated by
Witnesses Under Oath

Krug's AMERICANA Series
(Title One)

DuBAY: SON-IN-LAW OF OSHKOSH

A history of John Baptiste DuBay, one of the most colorful frontiersmen of the Territorial era in the vast Minnesota-Wisconsin-Michigan wilderness region; including a biographical sketch of his life, based on contemporary documents, and a detailed history of his famous shooting affray at Portage, Wisconsin, together with the narrative of the proceedings of his historic first trial for murder at Madison, in December, 1857.

The First Edition
First Printing, February, 1946

Printed in U. S. A.

DuBay:
Son-in-Law of Oshkosh

By
MERTON E. KRUG

With an Introduction
By MARVIN B. ROSENBERRY
Chief Justice of the Wisconsin Supreme Court

Illustrated

Decorations
By Russell Fagerburg

C. C. NELSON PUBLISHING COMPANY
Appleton, Wisconsin

PORTRAITS
OF
THE PRINCIPAL CHARACTERS
IN THE GREAT CASE
OF
THE PEOPLE OF THE STATE OF WISCONSIN

vs.

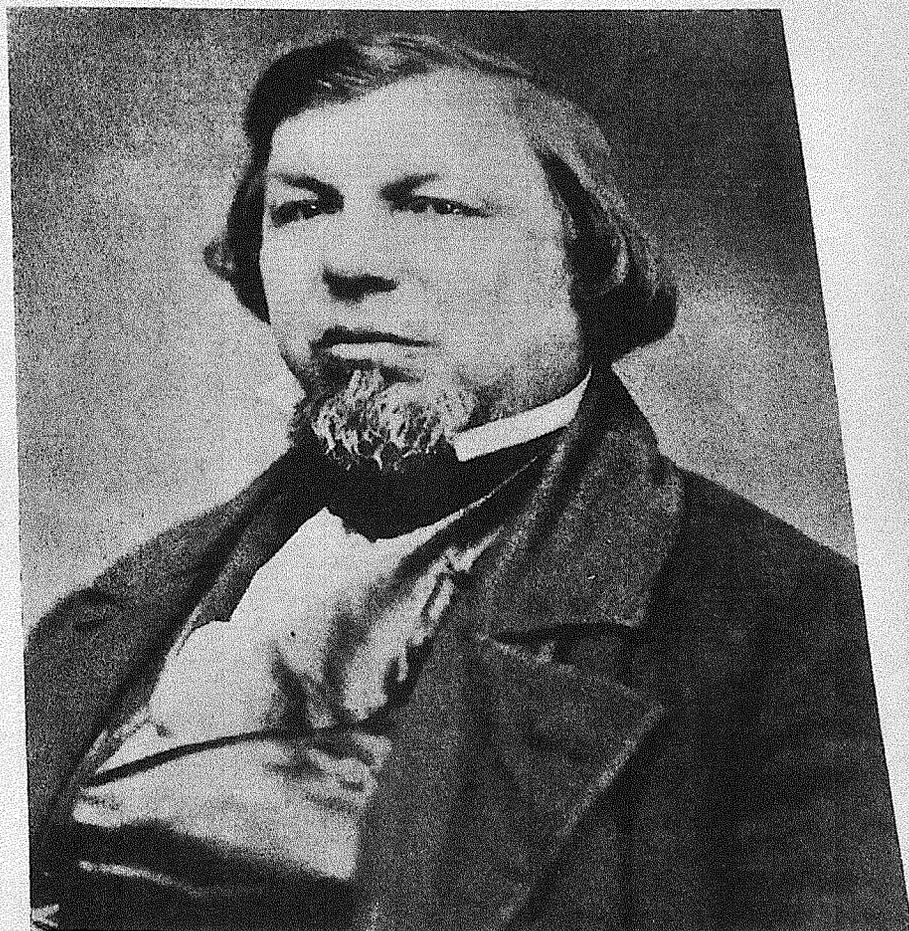
JOHN B. DuBAY

INDICTMENT: MURDER

IN MEMORIAM

"He had seen the last of his race disappear. He was left alone and to the intrusion of the white man upon the last remnant of the acres he could call his own, from which he had, perhaps, seen the last chieftain of his tribe, from some tall crag, look backward over the hunting grounds from which the white man had driven him towards the setting sun . . ."

—*Harlow S. Orton, December 4, 1857.*



—From Photograph by Johnson and Fuller, prior to 1856. (Courtesy Wisconsin Historical Library.)

JOHN BAPTISTE DUBAY

Half Indian by descent from a Menominee Indian Princess, half French through his Canadian-born father Louis Dubé; with a daughter of the Menominee tribe's famous Chief Oshkosh for a wife and feather beds for her to sleep on; trader, hunter, treaty-maker, interpreter, linguist, steamboat and stage line operator, lumberman and saw mill owner, legislative lobbyist, townsite promoter—this was DuBay, the defendant.

PREFACE

This is the history of one of the long-forgotten, but most picturesque characters to move across the Minnesota-Wisconsin-Michigan Territorial scene—John Baptiste DuBay. More literally, perhaps, than that of any other frontier figure, his story reflects the vigor, the strength, the ruggedness, and the profound tragedy which frequently colored the daily lives of those rugged individualists whom we have come to regard as the frontiersmen of old.

As a fur trader and frontiersman, and later as a pioneer in central Wisconsin, and as the "*son-in-law of Oshkosh, the head chief of the Menominee nation,*" DuBay was as widely known as any non-political, non-military figure of his time in Wisconsin. Indeed, while he was in no wise a great man, he was a beloved character. Although a half-breed Indian, he commanded the esteem and attention of white men in all walks of life. From the shores of Lake Michigan to the Mississippi; from Milwaukee to the Superior beaches; from Prairie du Chien to Sault Ste. Marie and Michillimackinac; indeed, from Detroit to the Selkirk Settlement in the Red River valley, his name was a household word. A legendary figure of the old Pinery lumbering region before Paul Bunyan's fabled exploits were heard of there, DuBay was as characteristically Wisconsin as the Wisconsin river itself, whose long reaches and great breadth he had traveled as a trader and *voyageur* from a decade beyond recall. For his position as trader and central Wisconsin agent for John

before. Tanquay⁴ devotes six pages to the genealogical records of this old family. Among male members the names Louis and Jean Baptiste predominate. Other male names having kinship with those found among the Wisconsin DuBays, are Joseph, Augustine, and Bazille. Prominent among female members are Marie Madeleine, Louise, Rose, Juliette, Rosalie, Angelicque, and Lizette, all of which occur in our subject's immediate relationship in one form or another. Members of the family migrated west, reaching Detroit at an early date. Dubé births occurred there as early as 1771.

Unfortunately practically nothing is known of our subject's father, Louis Dubé. Whether he was the Louis Dubé Tanquay listed on page 467 as born July 16, 1764, may be doubted. But he is traditionally known to have been born at Montreal, and to have come west as a voyageur during the last quarter of the Eighteenth century. He is said on the authority of DuBay himself to have traded on the Wisconsin at DuBay Point during the winter of 1790-'91.⁵ This was Chippewa country. He appears, however, to have identified himself early with the Indians of the Menominee river and Green Bay districts where his name was entered on legal records as early as 1807 or 1808. His first wife was

⁴ Cyprien Tanguay, *Dictionnaire Genealogique des Familles Canadiennes*, Vol. III, pp. 462-468.

⁵ This historic location has been permanently and fittingly commemorated in the name of the *DuBay Dam*, whose backwaters have flooded the actual site of the old DuBay Point trading post. (See insert opposite page 22.)

a daughter of the principal chief of the Menominee river Indians, Chief Pewatenot. (This chief enjoys considerable renown, being remembered particularly for the part he played in the British capture of the fort at Prairie du Chien during the War of 1812.) If tradition is correct, DuBay, said to have been the son of his father's first wife, would therefore have been a grandson of the famous Chief Pewatenot, another of whose daughters was the wife of the old chief, Josette Carron. On the authority of William Powell, the Indian trader and interpreter of Green Bay and Butte des Morts, who must have known DuBay very well, we are assured that he—DuBay—was born "as early as 1806"—a statement which both supports and contradicts the numerous other sources of information.⁶

It would be futile, under the circumstances, to attempt to fix any definite date as that of his birth. Whether born at Detroit or at Green Bay, it seems fairly certain that he was a constant resident of the Wisconsin locality from 1810 until his departure in 1823 or 1824 to work for Thomas Sheldon, who was sutler at Fort Lernult at Detroit. Sheldon had been at Fort Howard under Major William Whistler in 1819,⁷ and the two may have

⁶ Lyman C. Draper's Notes on an "Interview with William Powell, the Interpreter" (Wis. Ms.).

⁷ Letter: Milo M. Quaife to the Editor, September 30, 1941, citing a letter written by Thomas Sheldon from Fort Howard, Green Bay, October 16, 1819, in the Burton Historical Library, Detroit. Original of Quaife and copy of Sheldon in Editor's possession.

present. But they gave as their main reason the fact that the white men on the Wisconsin had stolen a great deal of timber from their land.³⁸ Although not specifically named, it is well known that DuBay, besides engaging in the Indian trade, was engaged in lumbering activities in the upper Wisconsin region.

Let us once more return to the setting of the great tragedy of DuBay's life—the Fox-Wisconsin portage at old Fort Winnebago and Portage City. Since DuBay's life and crime are intimately associated with that famous watershed, and are in themselves significant chapters of its history, it will not be out of order, in preparing the stage for the great tragedy, to review briefly its history.

The portage between those two famous rivers was probably the most widely known watershed of the North American continent. Dividing the St. Lawrence and the Great Lakes basin from that of the Mississippi, it was a low neck of land—a virtual swamp; so low, in fact, that in 1828 a boatload of soldiers, enroute from St. Louis to Fort Howard at Green Bay, passed over it without even portaging from one stream to another during a season of high water. Here in 1673 Father Jacques Marquette and his companion Louis Jolliet portaged across from the Fox to the Wisconsin on their momentous voyage from New France to the Mississippi. As

³⁸ *L. O. F.*—1840:484.

early as 1780 it is known to have been occupied as a trading post. It was therefore a British trading post during the American Revolutionary War, and continued as such until the British evacuation of the Northwest Territory in accordance with Jay's Treaty of 1794.

During the course of thirty years or more following the American occupation of the Northwest in 1796, no one challenged the right of the traders and trading companies there. It passed through a succession of hands, until in 1821 it was bought by John Jacob Astor's American Fur Company from Joseph Rolette. This company held the property in unconfirmed possession for another thirty years, until 1851. Rolette remained the Company's local representative, under H. L. Dousman, during most of his life, having first one trader and then another on the scene operating the post for him.

Fort Winnebago had been built in 1828, partly to protect the trading post and partly to overawe the Winnebago Indians who were on the verge of an uprising. The fort was located on the elevation on the east side of the Fox river, southeasterly from the trading post, which was literally within the shelter of its guns. In 1833 the original reserve for Fort Winnebago was extended to include the area comprised within the trading post grounds, but no occupation of the tract was ever made by the military authorities. The legality of the government's right to have so extended the reservation as to cut

off the Fur Company's ancient right there was challenged by the attorneys at the DuBay murder trial, on the ground that under Jay's Treaty it "was so high it could not be cut off."

As has been already stated, DuBay acquired his right to occupy this historic location directly from Rolette in 1840,³⁴ and perhaps even earlier. Thus he came to be invested with all the prestige and affluence attendant upon being the American Fur Company's trader at the portage during the closing years of the Wisconsin fur trading era. This was a position of first importance in those days when John Jacob Astor and his American Fur Company were one of the most influential financial groups in the United States. Here DuBay reigned over the ancient trading domain of John Lecuyer, Joseph Crele, Pierre Pauquette, Thomas de La Ronde, and others, a procession of historical personages well known to students of early Wisconsin history. Actively participating with him in the conduct of his businesses were his half-brothers Brazille and Louis—or Augustine—and his brother-in-law Richard Downey. Norbert St. Germain, who kept his books, remained with him until 1846.³⁵

In previous chapters we have discussed, in a general and cursory manner, DuBay's various Wis-

³⁴ See *Fur Trade Papers, Series "C," Vol. 88, No. 86.*

³⁵ St. Germain, in his statement, previously cited, implies that he left DuBay's employ about 1846, when DuBay quit doing business at the post at Fort Winnebago. However, it appears from other sources that DuBay at no time completely abandoned the Fort Winnebago location.

consin river trading establishments. Now we propose to consider these matters further and present some heretofore unpublished statistical material which bears upon this most significant phase of his life, *i.e.* his career as H. L. Dousman's agent for the Wisconsin river trade. His headquarters during the 1840's remained at the trading grounds on the Fox river, near Fort Winnebago. Here he had been established since 1839, and before that he had been engaged as an independent trader, having an establishment on the Grignon tract, half or three quarters of a mile away,³⁶ possibly as early as 1837. On the death of Joseph Rolette—December 1, 1842—Dousman acquired the trading right which Rolette had exercised there. He extended DuBay's original contract with Rolette until 1842;³⁷ then he and DuBay made a new contract. Under this arrangement DuBay obtained credits for trading merchandise of Dousman, who in turn operated under a contract with the Pierre Chouteau Jr. and Company of St. Louis.

To secure his extensive credits with Dousman, DuBay executed a chattel mortgage listing his personal property at Fort Winnebago. The mortgage bears the same date as their contract (July 28, 1842). There is an interesting and in some respects remarkable inventory. It lists two brown horses,

³⁶ See Gov. James Duane Doty's testimony on this subject, page 200.

³⁷ *Fur Trade Papers, op. cit., No. 92*

one bay horse, one black mare, one lumber and one two-horse wagon, two pair of oxen, with chains and yokes, four cows, two yearling and two spring calves, sixty hogs, two double harnesses, one single harness, three plows, one iron tooth harrow, four feather beds and bedding, one sideboard, twelve chairs, one lot kitchen furniture, one "Monheal" stove. Such a list of livestock and farming equipment certainly placed him in the front rank of early Wisconsin agriculturists. Considering that he had, in addition, a large landed property at DuBay Point, and saw mill interests, as well as widely scattered trading establishments, he must have been among the most well-to-do of the Wisconsin French-and-Indian half-breeds.³⁸

The 1840's were the years of his most extensive activity. His trading posts and agents were more numerous and much more widely extended than generally supposed. His business was on a surprisingly vast scale. From 1842, when his connection with Dousman was formalized with a new contract, until 1846, at least, he was one of Dousman's principal traders.

His own agents, or sub-agents, more properly speaking, were encamped on the banks of many rivers. Definite evidence of the scope of his operations is available in the Dousman ledgers and ac-

³⁸ *Portage County Records, Book "A,"* pp. 130-131. (This volume is preserved in the Register of Deeds Office, Court House Annex, Portage, Wis.)

count books, now preserved by the State Historical Society of Wisconsin. Between July and October, 1843, for instance, an invoice of \$6,225 worth of trading goods was added to his previous account, bringing his total credits to \$7,380.27. The goods were frequently designated to DuBay's sub-agents, but were all charged directly to his account. DuBay's sub-agents are mentioned in the following quaint phraseology: "Sundries to Lemoine; sundries to St. Germain; sundries to Cattana; sundries to Dagenaes." A total of \$4,848 in goods was let out on his account in a single day (September 5, 1843). Wares and cash for Louis DuBay are also listed. Other names which appear as recipients of "sundries," charged to his account, are "Sovigne, Louis Bosquet, Joseph Veaudoine, J. B. Dagnais." St. Germain, we know from other sources, was located on the Lemonweir river near the present site of Mauston. Nothing is known as to where the others were located, but some of the names in the latter group—particularly "Sovigne" or Souvigne—are connected with the Menominee Indians and may have been established on Wolf river or in the Lake Poygan region.

During those busy years DuBay's annual credits with Dousman steadily increased. In 1844 it was in excess of \$9,061. With large shipments of "furs and peltries," he would go to Prairie du Chien each summer to settle up with Dousman. One of his largest deliveries was made January 16, 1843,

During the years 1852 and '53 his Chippewa half-breed son Louis, then a young man of some twenty-two years, was enrolled for English classes at the University of Wisconsin. Louis DuBay's home address was entered on the University's records as "Oak Plain."⁶⁴

Still from another source we get a glimpse of the actual condition of DuBay Point—a source that does not specifically imply that the DuBay family was actually in residence there as late as mid-summer 1853. We quote from an anonymous narrative of travel which appeared in the Stevens Point *Wisconsin Pinery*, of which Albert G. Ellis was publisher, issue of August 17, 1853. Writing at Wausau July 25, that year, recounting a trip north from Stevens Point, the writer⁶⁵ had spent the night before at Charles Mann's tavern, some ten miles north of Stevens Point. He went on the next morning and about "six o'clock, found myself at Eau Pleine, at which place Mr. M. Wylie has just completed a large and commodious Hotel, which he calls the 'Plymouth,' and where he holds himself ready to wait upon the Public in the most approved style. . . . After resting myself for a short time I resumed the line of march, and about 11 o'clock A. M., brought up at Little Bull Falls. . . . I must not neglect to mention DuBay's, which was

⁶⁴ *Report of the Board of Regents of the University of Wisconsin, Year Ending December 31, 1853.*

⁶⁵ The writer of the article signed himself simply, "V."

formerly, and may be yet for aught I know, an Indian trading village, but evidently fast going to decay."

Even though the foregoing quotation is not conclusive, it is definitely known that DuBay returned to the scene of his earlier headquarters—the old American Fur Company trading post grounds on the banks of the Fox river adjacent to Fort Winnebago—in 1853 in the role of a land claimant. As it will appear in the later pages of this volume, he had his residence there, or at Pardyville,⁶⁶ during most of the ensuing years, till 1858. During this interval, his controversy with the holders of the Fox river water power developed from an amicable difference of opinion with one holder to a fatal quarrel with another. Since it was this quarrel that culminated in the Portage City tragedy of 1857, we will trace as closely as possible, in the following pages, its historical background.

DuBay's possession of the trading post grounds rested upon a white man's occupancy that had been inviolate since 1780. As a special reward for long and faithful service, Dousman had about 1851 vested in him every right and claim that had belonged to the American Fur Company, whose possession dated from 1821 and had never been challenged. So far as humanly possible, Dousman had made him the owner of the tract. It is true that the title Dousman

⁶⁶ See page 206.

had conveyed to him—the claim of the American Fur Company—had come to him by parol and was not the confirmed title. Under the terms of Jay's treaty of 1794, however, the United States government had agreed to recognize the rights and claims (including the right to sell) of the British fur traders to their trading post properties; there was, consequently, ground under International law to substantiate DuBay's claim that legal ownership had actually passed with the sale of the right of possession all through the years.

The sale of the Fort Winnebago military reservation in 1853, by the Federal Government, brought the title to the trading post grounds at Portage into open controversy. According to reliable sources, the Reserve had been extended in 1833, shortly after the building of the Agency house, to embrace the trading post site in its legal description. Legal scholars of the time insisted, however, that DuBay's claim superseded the Federal claim, since under Jay's treaty, as previously stated, the trading ground had been regarded as private property and consequently was not subject to inclusion in the Military Reserve.

There was also a group of public men who claimed that this site belonged to the State of Wisconsin by virtue of a Federal land grant to the State. Under this assumption state officials in 1849, while Nelson Dewey was governor, leased out the Fox river water power. The lease, which was to

run for 30 years, included in its privileges the right to erect a mill and other necessary buildings on undefined neighboring ground. If Nelson McNeal was not actually the original lessee, he shortly thereafter came into possession of the lease and began to improve the location. He erected a grist and flouring mill. DuBay and McNeal met for the first time in April 1851, and the fateful dispute dated from that time. Nothing serious happened during the succeeding years, however, for DuBay lived at his other trading post properties, or at Pardyville, and his agents and tenants seem to have made an amicable adjustment of matters by actually working for McNeal at the mill.

The sale of the Military Reserve in September 1853, however, gave DuBay quite a scare lest his land be sold as part of the reservation. He attempted to find a legal way to prevent the authorities from offering up this particular parcel of land. Among his devices was a strongly worded public notice in the Fort Winnebago River Times the week before the sale. In this notice he asserted his claim and declared that it would be "enforced against any purchaser or purchasers thereof, at the Public Sale to commence on the first day of September next, as advertised, or at any other sale of the same." He also had a similar warning printed in the form of a hand bill which his representative posted on the sale grounds during the sale. While it is not a matter of historical record that these methods

availed, it is a fact that he exerted sufficient influence at that time to force the evidence of his claim upon the attention of the officers in charge and that they, at the last minute, excluded that portion of the Reserve, claimed by him, from sale.⁶⁷

As time went on the dispute between DuBay and McNeal developed into a public controversy which inevitably found its way into state politics. Not only were DuBay and McNeal involved, but the local officials of Columbia county, the State officers, the State itself, and the United States Government as well. Public sentiment was sharply divided on the issue. A man was either for DuBay, or against him, and no one seemed to be against him except those who were partial to the water power leaseholder.

In 1856 DuBay's friends in the Wisconsin Legislature enacted a resolution intended to clear up matters. Passed on February 16, 1856, this piece of legislation reads as follows:

An Act for the relief of John Baptiste Dubé.

The people of the State of Wisconsin, represented in Senate and Assembly, do enact as follows:

⁶⁷ See correspondence regarding the title of the Fort Winnebago Military Reserve (letter of William Weir in the *Portage City Record* August 19, 1857); and pages 194-195, 197-198, for facts brought out at the DuBay trial. See also the Hugh McFarlane testimony on this incident, page 202; DuBay was not personally present when the sale opened, and until he arrived on the scene he was represented by McFarlane and a Mr. Prentiss.

Section 1. That in consideration of the pre-emption claim of John Baptiste Dubé, and satisfactory proof of occupation and cultivation of the south-west quarter of section thirty-three, in township thirteen north of range nine east, by the said Dubé on the 8th day of August, in the year 1846 and 1848, and of his continued possession thereof to the present time, and also of his improvements thereon, the said quarter section as the same is exhibited on the township plat by the surveyor of the United States, and bounded on the Fox river, the state of Wisconsin does hereby grant, release, relinquish and forever quit claim to the said John Baptiste Dubé, his heirs and assigns forever; the said Dubé being entitled to the his said preemption claim according to the provisions of the acts of congress and the legislature of this state.

Sec. 2. The state of Wisconsin does also relinquish and forever quit claim to the said John Baptiste Dubé, his heirs and assigns, all right, title, interest and claim in and to the said section thirty-three, acquired by the act of congress approved August 8, 1846, and of the selection thereof by the Governor, or otherwise; the said section being claimed by the said Dubé, in virtue of the possession thereof by his grantors in the conclusion of the Treaty between the United States and Great Britain on the 19th of November, 1794 and of their possession on the 7th of July, 1796

when the British troops abandoned the country north and west of Detroit, and surrendered their military posts to the United States; and the governor is authorized and required to issue to the said Dubé, patents for the said quarter and section, as in other cases, according to the provisions of this act; *Provided*, That the quit claim of the state herein authorized, shall in no wise effect or prejudice any claim that the "Fox and Wisconsin Improvement Company," under the grant of the state to the said company, may insist upon to said lands; nor in any wise effect or prejudice the claim of any person whomsoever.

Approved March 21, 1856.

Despite the apparent good intentions of the legislators, the specific provisos in the act nullified it for all practical purposes. Instead of giving DuBay relief it settled nothing except to eliminate the State from the controversy and reenforce DuBay in his belief that his claim to the premises was valid.

Unable to come to an understanding, McNeal and DuBay decided to settle the matter through the courts. They remained on cordial terms during the interim. However, before the case came up McNeal stepped out of the controversy altogether, at the same time recovering his rather heavy investment in the Winnebago Mills (he had operated the mill since 1854)⁶⁸ by selling out, for the sum

⁶⁸ Nelson McNeal announced opening of the Winnebago Mills—"the splendid new Flouring Mills, McNeal sole proprietor"—in the Portage *The Badger State* December 23, 1854.

of \$20,000, to William S. Reynolds and his partner E. B. Craig. Reynolds' brother David soon joined the company. Thus was posed a force of three against one in the controversy where before it had been a numerically equal contest. The Reynolds brothers and Craig were young men of marked ability. They had recently come to Portage City with a large sum of money which they had made in California.⁶⁹ Boasting of a few "California tricks," which they seem to have felt could be tried in Wisconsin on DuBay, these young men, who were known in Portage City as *the California boys*, in the summer of 1857 decided to erect a house for their millwright. The millwright was George Gouldthrite, formerly of Marinette, Wisconsin. They selected as their location a spot on the northwest side of the canal on the land claimed by DuBay. DuBay had previously come to an agreement with Gouldthrite himself to accept a small fee as rental for the site, pending the outcome of the court trial in which the matter was to be decided. But the leaseholders would not bargain, and proceeded with their plan to put up the house. Although avowedly a peaceable man, DuBay warned them that he would burn the house down if they built it. This was early in the week of August 15, 1857. The millwright Gouldthrite had DuBay arrested for this threat. DuBay was bound over for a hearing. The trial was held in the court of Justice of

⁶⁹ Madison *Daily Argus and Democrat*, August 19, 1857.

of Portage City, and Myron H. Orton, of Madison. The defense is conducted by Moses M. Strong, Harlow S. Orton, and Thomas Hood.

THE COURT: Mr. Barden, are you ready?

MR. BARDEN: I believe we are, sir.⁸⁹

THE COURT: Let John B. DuBay be brought to the bar. The prisoner was brought in.

THE COURT: Is there any challenges for the jury, by array, or otherwise?

MR. STRONG, attorney for the defense: I stated this morning that we were ready to proceed with the case, under the supposition that a witness—one of our most important ones—was present. I do not know, now, if he is. (He [the witness] was called but no answer made.)

MR. STRONG: Will he probably be here?

MR. DIXON: I saw him here today.

MR. STRONG: As I suggested this morning, I would like to know who are the counsel here for the prosecution?

THE COURT: Yes, sir, it is your right, I suppose. Mr. Barden will answer.

⁸⁹ The late Judge Levi W. Barden of Portage. Having only recently succeeded his assistant Dixon, he perhaps relied upon Dixon's past experience more than was necessary in the light of his subsequent success. He gained admission to the bars of both the Wisconsin Supreme Court and the United States court at Milwaukee. He represented the Portage district in the state senate in 1864, served in the assembly from 1875 to '78, and was Columbia county judge for many years. Born in Yates County, New York, in 1820, he located in Portage in 1851. His death occurred September 1, 1915. Lacking two days of reaching the advanced age of ninety-five years, he was probably the last surviving principal in this historic drama, except, of course, DuBay's widow.

MR. BARDEN: Mr. Dixon is associated with me.⁹⁰

MR. STRONG: I understand that Mr. Dixon has been employed by the friends of the deceased.

Mr. Dixon said that he was asked by the district attorney of Columbia county to assist him—expected compensation from Columbia county, but none from the friends of the deceased.

Mr. M. H. Orton said that he was also requested by the district attorney of Columbia county to assist him, and if he received any compensation, it would be from Columbia co[unty].

Mr. Strong proceeded to object to the employment of other counsel aside from the dist[ri]ct attorney of this county and of Columbia county. He read the law relating to the election and duties of district attorneys, who is prohibited from any fee or reward from any prosecutor, or other individual, for services. It was the evident intention of the legislature to prevent the employment of other parties by private individuals, for fees and rewards, for gain, for lucre, to aid in attaining the ends of public justice. Read from 10th of Pickering's "*Reports*." Referred also to the case of Vineyard, tried

⁹⁰ Luther Swift Dixon. Cast in the relatively obscure role as assisting prosecuting attorney, for Columbia county, Mr. Dixon found his great opportunity in the DuBay trial. Arrayed against such prominent barristers as Strong, Orton, and Hood, he displayed exceptional ability and the next year, on the resignation of Judge Collins, he was appointed to the Ninth circuit judgeship by Governor Randall. After about a year on the Ninth circuit bench, he was appointed to succeed Edward V. Whiton as chief justice of the Wisconsin Supreme Court, where for fifteen years he presided with a distinguished record. Born in Vermont in 1825, he located in Portage in 1851, where he resided until his removal to Madison. He died in Milwaukee December 6, 1891.

approached, he was attempting to go out by the front door of his house, but his family prevented him—he having his gun in his hand. DuBay then went out the back door of his house, and came around to the front. He then beckoned to Reynolds to approach near him, which was done, he holding a light piece of board in his hand. DuBay and the deceased approached each other, when DuBay cocked his gun and raised it once, twice, three, and, he believed, four times, Reynolds telling him not to point the gun that way, and warding off the gun with his stick. The last time DuBay raised the gun, he fired, hitting Reynolds in the breast, who staggered backwards, saying "My God, I am shot," and falling, immediately expired. These are the facts upon which you are to pass—and as they will appear in the evidence upon which you are to find your verdict.

OPENING SPEECH OF HARLOW S. ORTON⁹³

Mr. Orton, counsel for the prisoner, opened the defense by saying that the prosecution had just stated some facts of the case, which were very brief, and probably not all that would appear in evidence. The crime here charged is the highest offense known

⁹³ Harlow S. Orton was one of the most powerful advocates then before the Wisconsin bar. Born in Niagara County, New York, in 1817, he had practiced law at La Porte, Indiana, before coming to Milwaukee in 1847. After a distinguished career as a lawyer, judge and legislator, he served as dean of the Law school at the University of Wisconsin from 1869 to 1874. In April 1878 he became an associate justice of the Wisconsin Supreme Court, serving until January 1894, when he was appointed chief justice to succeed William Phelps Lyon. He died at Madison July 4, 1895.

—it makes no difference that imprisonment is now its punishment, instead of hanging. The crime is not lessened in grade by the change in the penalty; I know not if imprisonment in the felon's cell be not a heavier weight of punishment—keeping the convict forever brooding over his guilt, his conscience rankling, all the charms of life torn from him and every future hour heavier with the dark forebodings. I shall not attempt to underrate the offense charged upon the defendant. If the prisoner should be proven guilty, he ought to suffer punishment to the utmost extent of the law.

You will deliberate carefully upon the evidence to be presented. The line of defense will be somewhat varied. As I understand it, it will be based upon these facts:

Long years ago, before this government was formed, this identical place was a French trading post, continuing to be such till 1839, the latter part of the time of the American Fur Company. DuBay had been since his early boyhood in the employ of this company. In 1839 this place passed from the Fur Company into DuBay's possession as its trader under the practice then common. Up to the time of the occurrence which led to the event we are here to try, this tract had remained in the peaceable possession of DuBay. Some three or four years ago, one McNeal, by some sort of authority from this State, built a large flouring mill on or near this tract, at the point where the canal intersects the

said, "Leave or I'll shoot you," Reynolds didn't leave. He made no reply, but they kept advancing towards each other. I was not near enough to hear the conversation before DuBay went into his house. I said nothing to DuBay, nor to Gouldthrite.

Direct examination resumed: Reynolds did not make any reply when DuBay told him to leave.

(To Mr. Strong): Reynolds pulled the stick which he had off the fence. It was not over ten minutes after Reynolds got there before he was shot.

JAMES LOWE (colored man) sworn: I live in the Agency house, not far from DuBay's house; am acquainted with DuBay—knew Reynolds when I saw him.

MR. STRONG: May it please the Court: I wish to raise a question which I am not prepared to argue at this time, but which may properly arise, and I wish to see it settled. I wish to know whether a nigger is a citizen, and can be a witness in the courts of the state? It is a question that may as well be settled.

MR. DIXON: The objection comes rather late. The witness has been sworn, and his examination in chief has commenced. It is too late to raise the question.

MR. STRONG: Well I raise it, if the Court wants to get out because it is too late, the Court can get out that way. If not, it can get out the other.

THE COURT: I note the objection, and overruled it. You can take an exception.

WITNESS: I saw DuBay, the 15th of August, as he came down from town. I saw him cut down Reynold's house. I was in the stable door, near DuBay's house, near the mill. I started to the mill to tell Reynolds that DuBay was chopping his house down. Reynolds was not there; sent a boy to the house to tell him. When we got up to the spot DuBay said something like "I will show what I will do." He turned and went into his house, got his gun, and tried to come out of the front door, his wife and her brother prevented him. He then turned and went out the back door, and came around the corner of the house as Reynolds got a piece of board. As they came up Reynolds said, "What are you going to do with your gun?" DuBay said, "G--d d--n you, I'll shoot you if you don't leave." DuBay then raised the gun up and DuBay's brother-in-law said, "John, take care what you are about." DuBay then let the gun down. Then he said to Reynolds, "Now leave . . . , d--n you, or I will shoot you," and raised the gun again. Then Reynolds pushed the gun one side with the board and said, "Be careful what you do with the gun," and DuBay dropped the point of it again. Reynolds then put the end of the board on the ground and leaned on it. Then DuBay raised the gun again quick and shot him; and Reynolds said, "My God, my God, I'm shot," and DuBay said, "Yes . . . , d--n you, and there'll be more of you shot." DuBay then raised the gun at Gouldthrite, and I started

in '36, and claimed to own it. (The plat in Mrs. Kinzie's "Wau-bun," of the grounds, was here shown the witness, and pronounced to be correct, in general outline.)⁹⁶ The company had thirty or forty acres of ground enclosed.

Mr. Dixon objected to this evidence, and asked the object.

MR. STRONG: We propose to show that the ground in controversy between DuBay and Reynolds has been in the possession of certain parties for the last half century, and that the title came legitimately into DuBay's possession.

MR. DIXON: I don't see the object of this testimony.

MR. STRONG: The line of our defense leads us to ascertain the right of possession to this tract, for a long time back, and this testimony is to be shown who has been in actual possession for the last half century.

MR. DIXON: All that we want is to prove a claim in good faith, to the right of possession set up. Both parties claimed the land in good faith, and that is enough to prove. There is another thing, that no man is permitted to defend real estate against a trespasser, by taking life to protect it.

MR. ORTON: The line of our defense is not as

⁹⁶ Oddly enough no copy of Mrs. Kinzie's *Wau-Bun* can be found containing a "plat" of the grounds. What is probably meant here is the lithographic sketch forming the frontispiece of the first edition of that famous volume, which had been published the previous year, and which was the only edition then on the market.

to what a man can do in resistance to a trespasser; but what a man can do in defense against a trespasser who attempts to expel him from the possession, and that in such defense the taking of life is excusable. Our defense is that the Reynolds' were trying to expel DuBay from the possession of this property, and that his resistance was justifiable.

THE COURT: All this testimony is to go to the jury. The Court cannot know what the defense propose to prove, except from statements of counsel. As I understand them, they propose to prove an attempt to expel the defendant from his possession. If the prosecution concede that DuBay was in actual and rightful possession of this property, as he thought, the testimony is unnecessary.

MR. DIXON: We don't concede it. But we want them to show one authority that a man has a right to take the life of a trespasser who stops short of his domicile.

MR. ORTON: We don't care to show authority on any such thing, but will show plenty of them, that fatal resistance against a trespasser who attempts to expel a rightful possessor is justifiable.

MR. STRONG: Well, I want an answer to my question.

THE COURT: I think you can show the nature and character of the defendant's possession then.

[DOUSMAN'S] examination resumed: I know where DuBay lived; the ground between his house and the Indian Agency house . . . [is] the ground

formerly enclosed by the Fur Company. Up to 1836, [1834] it was occupied by Pauquette, a clerk and interpreter employed by the Fur Company. He then moved over the Wisconsin river. It was occupied till 1840 by others for the Fur Company. In 1840⁹⁷ I transferred it to Mr. DuBay to occupy it and keep possession of it for the Company. So far as I know he or his agents have occupied it since. The Indian Agency house was built by Mr. John Kinzie, on the ground by my permission. He wished to build there to be near Pauquette who was the best interpreter in the country. We claimed the ground and for some distance beyond the Agency house. The Fur Company had the land since 1821. They had it of one Rolette, who bought it in 1815, I have heard, from the South Western Fur company [who acquired it] it [in] 1808. They purchased it of a Canadian, I have heard, who settled on it in 1805.

Cross-examined: I have had hard words with DuBay; I thought him extravagant, and spent too much money in conducting his business. He fell in arrears with the Company and I used to scold him pretty hard about it. He drank at times; don't think he used to drink to excess. He used to have frolics and then leave off. For the last ten years I cannot speak so certainly. I do not know that Du-

⁹⁷ There is some confusion here. Rolette handled the leasing of the trading post grounds at Fort Winnebago until his death about 1841. DuBay's original contract was with Rolette, as stated and documented elsewhere in this volume.

Bay had rows with the soldiers at the Fort. My recollection is vague about affairs there. I remember there were rows at DuBay's house, but think it was when he had rented it. I don't remember whether DuBay kept a grog shop at any time or not. There were no rows there when I was there. I placed DuBay in possession in 1840. I was an agent of the American Fur Company and also a partner in the business. I appointed him to trade and to keep up the occupation of the Company there. We charg[ed] him no rent on account of the latter consideration. He held it on those terms till about 1850, when I made the agreement with him transferring the possession of the land. I was to give him a portion of the land when it became subject to entry, as a compensation for continuing to occupy it. I expected to preempt it in my own name, as the agent for the Fur Company; never made my application to preempt it. Previous to its becoming subject to preemption, the government extended the Military Reserve so as to exclude it from the operation of the preemption law. I can't recollect certainly whether the reservation was made before this arrangement with DuBay. I think it was—if so I knew it. This agreement does not subsist. After the sale, the reservation was advertised by the Secretary of War. I abandoned the idea of preempting the land and gave DuBay what rights we had there. This was by parol. From 1840 to 1850 he had continuous possession. I was there

the land there was used as a portage from the Fox to the Wisconsin rivers in the Indian and carrying trade.

THE COURT: Anything further to be asked of this witness?

MR STRONG: No, unless we inquire about something that happened before Noah's flood.

THE COURT: I think the inquiry has gone back quite far enough.

*EX-GOVERNOR JAMES DUANE DOTY*⁹⁹ *sworn (to Mr. Orton):* Referring to the picture "Fort Winnebago, as it was in 1831," in Mrs. Kinzie's book "Wau-Bun,"—I came to what is now the State of Wisconsin in 1820. It is impossible for me to say how long I have known Mr. DuBay. I lived in Green Bay in 1824, and I think I saw him there. I knew his father, and DuBay was but a lad then. His father kept a trading post on Wolf river. Then I did not see him for many years while he was engaged in the Lake Superior country, till I became well acquainted with him in 1838 at Fort Winnebago. I have known the trading post at the Portage

⁹⁹Sharing the spotlight of public interest incident to the DuBay trial, Governor Doty was a star witness and staunch friend of DuBay's. He led the vanguard of prominent early Wisconsin settlers who rallied to the defense of DuBay. Doty was one of the earliest settlers of Wisconsin. Born in 1799, in the state of New York, he located in Detroit in 1818, and five years later received the appointment as Federal judge for the Western district of Michigan Territory. After a year's residence at Prairie du Chien he settled at Green Bay in 1824, later having his home at Menasha. Doty was an early Territorial governor of Wisconsin, delegate to Congress, promoter, and founder of the capital city of Madison, Wisconsin. He was a promoter of the Fox-Wisconsin waterway, a town-site speculator, an able jurist. President Abraham Lincoln appointed him superintendent of Indian affairs for Utah Territory in 1861, and in 1863 he became governor of that territory. He died in Utah June 13, 1865.

since 1820—I encamped near there then. It was then in possession of Joseph Rolette, an agent of the American Fur Company; Pierre Pauquette then occupied it; he was the only settler then except the family of _____, on the other side of the river. I was acquainted with the time when Fort Winnebago was established—I was living at Green Bay, and remember when the troops moved down to the new Fort. It was very necessary, as the Indians were very troublesome, as I found in going down from the Bay to hold court it lay me under a heavy tax to provide means for my protection, as the salary of judges were not as large then as now. I was the only judge in the territory then, and held court at Green Bay, Mackinaw, Prairie du Chien and Fort Winnebago. (The lithographic sketch in Mrs. Kinzie's "Wau-bun"—here Gov[ernor] Doty took the book above alluded to and explained to the jury the sketch, and pointed out the old trading post, the old Agency house and other localities . . . [was] correct.) I was at the Fort when it was taken, and it was submitted to me to judge of its correctness. I was knowing of the fact that the Agency house was built by [beside] Pauquette. Mr. Kinzie, the Indian agent, built there because Pauquette was the only good interpreter of the Winnebago language and his services were necessary to the agent. The portion of ground between the Agency and the trading house was inside the enclosure of the American Fur Company. The Company had as

much as forty acres enclosed, but they used all about there for their cattle, etc. I cannot say that I have seen Pauquette's house since 1841-2. I am acquainted with the house recently occupied by DuBay. It is nearly on the same site; do not know when DuBay first occupied the premises. I first knew his occupying them in 1842-3; know by hearsay he occupied them in '42; know something of DuBay's general character for peace and quietness; always regarded [him] as a peaceable man. He sometimes had some words, was persevering and determined in his rights, but was a very quiet and peaceable man.

Cross-examination: I first passed through here in 1820. I was a member of General Cass's expedition to explore the sources of the Mississippi, then. I first settled at Green Bay in 1824. In 1823 I lived at Prairie du Chien. I first saw DuBay the first year I went to the Bay, as a member of his father's family. His father got his outfits from there. I do not know when he came back from Superior. I first saw him at Portage in 1838. He was then an independent trader—his place was about one half or three quarters of a mile from the Agency, on what has been known as the Grignon Tract. I have called at his house as I was passing. I do not know whether DuBay kept a grog shop. I suppose, like other traders, he kept something to make his goods go off.

THE COURT: That is not material—some very good natured men sell liquor.

MR. STRONG: You had better inquire whether he kept good liquor.

MR. DIXON: The Governor is not a drinking man, or supposed to know.

MR. STRONG: Guess he could tell good from bad.

WITNESS: Never heard of DuBay's being in shindies and rows. There was a garrison of soldiers stationed at Fort Winnebago, in 1838; did not hear of DuBay's having any trouble or rows with the soldiers. Whenever I have been at Portage during the last ten years, I have always known him as residing on his piece of ground near Portage. He had a wife and one or two children residing at that place. [I] have seen DuBay at Portage three or four times during the last ten years; was at the old trading ground a year ago; observed none of the old class of building at that place then. [I] have not known much about him for ten years past; do not know what woman was his wife at the time; have been in his house; think his wife might have been a squaw—not an unusual thing, at that time, to see such women. DuBay had a wife and family at the Portage. I did not know of his having any other wife. I do not know of his having any other wife. I do not know if this woman is the one they call *The Princess*,—Oshkosh's daughter. I never saw her. I have seen the woman in DuBay's house. She

may have been a squaw; I do not recollect. I do not know of a family of DuBay's up in the Pinery; do not know that he once resided at DuBay's in Marathon co[unty].¹⁰⁰

THE COURT: Well, the questions calling out this information are all irrelevant. It is enough to go into the titles and possession of real estate without inquiring into marriages and the legitimacy of children.

WITNESS ([to] Mr. Orton): I saw DuBay first with his father. His father was a Canadian Frenchman, from Montreal. His mother was one of the women of the country. I do not know her name. [I] have an impression that I have heard that DuBay was born at Green Bay.

HUGH McFARLANE (sworn): I have lived in Wisconsin since '36, part of the time [at] Mineral Point, part in the Pinery, and part in Portage. Was first at Portage in '37. I stopped over night at the Indian Agency house; first became acquainted with the people about there in '41. DuBay lived then in the house next north of the Agency; it was burned down in '52 or '53. A man named Downey, a brother-in-law of DuBay, built on the site soon after, and, as I have heard, for DuBay. I advised him, as a friend of DuBay, to build it and keep possession of the place for DuBay. There were what I supposed some Indian graves on the part where

¹⁰⁰ This is an obvious error. DuBay's place on the upper Wisconsin, was in Portage, not Marathon, county.

the house stood. Since I have known DuBay, his character among his neighbors has been good, as a peaceable and quiet man. [I] remember the sale of the Fort reservation—was present. The land was all sold, except a piece reserved by the State of Wisconsin for the River Improvement Company; should think the land betwixt DuBay's house and the canal was reserved, and that the reservation extended beyond DuBay's house towards the Agency house. He authorized me, and I gave notice forbidding the sale of the tract he claimed, and I offered to enter it afterwards for him at \$1.25 per acre.

Cross-examination: DuBay was not there at the opening of the sale. Mr. Prentiss acted for DuBay. I was not present when Mr. Prentiss attempted to get the matter before Captain Marston. I do not know that Prentiss claimed a whole section for DuBay. McNeal's mill stands on the quarter section I claimed for him, and he had the water power. The quarter section was reserved for hydraulic purpose[s]. DuBay's general character was that of quiet, peaceable man. I never heard his character in that matter discussed till this affair.

Direct examination resumed: Mr. DuBay did not abandon this tract when it was reserved from sale by Capt[ain] Marston. The troops left the Fort in 1847, to go to the Mexican war.

(To Mr. Dixon): DuBay or his family have lived on this spot all the time. When Downey lived there

Reynolds held the stick? (Again objected to and ruled out.)

DR. MILLER (*sworn*) (*ex[amined] by Dixon*): Am acquainted with the boy Jessee; have been four or five years; think his reputation for truth and veracity is bad; should not like to believe him under oath.

MR. DIXON: I now propose to show that this boy Jessee is a thief, and asked the Doctor to relate his thieving propensities.

The Doctor didn't know what would be considered theft in a legal sense, which Mr. Strong explained for the benefit of the Doctor, causing some mirth. The Doctor then said in regard to his [Jessee's] thieving that he knew Jessee to take things out of an establishment in Portage, in value from two to five cents, such as putting his hand in a box of raisins and taking out a bunch, and other small matters of that kind.

Cross-examined (by Strong): Heard many say he was a lying boy; have not heard such statements lately; thinks it was about three years since he heard so.

MR. STRONG: You forgot to ask the position in which that stick was held by Reynolds. (Laughing.)

NELSON McNEAL¹⁰⁸ (*examined by Dixon*): I have known the premises on which DuBay resided

¹⁰⁸ A brief biographical note on this early Wisconsin contractor and builder reads as follows: "Died Bismark, D[akotah] T[erritory], about Aug. 18, 1881—found drowned in a well, aged 65 years. He was a resident of Wisconsin for a

since April 27, 1849; I have been acquainted with the premises ever since. In 1849 I think there were three log buildings on the premises. Nobody was living in any of these houses at that time. I don't know that any of the houses have been burnt. In the spring of 1850 Mr. Downey I think moved here. The house was built here, in the month of March, 1850, by Mr. Downey. He continued to reside in it until after the sale in 1853. He worked for me occasionally. Mr. Burger also had a shanty near Downey's place. He built it in the summer of 1850. He was a workman for me. Downey was living in his house during the time. Patrick McCarty then moved into the house and worked for me two or three years. McCarty moved out about 1856. DuBay then moved his wife into the house. I plowed the ground and raised a crop. DuBay came—he plowed one end of it, and I the other, but we neither of us raised a crop. I first saw DuBay in 1851 at Grand Rapids. It is three years since he first married Miss Jessee. DuBay kept a saloon at Portage part of the time. The sale of the military reservation took place at the garrison under the supervision of Capt[ain] Marston. Two tracts were removed at the sale for the Fox and Wisconsin river Improvement Company. I had three buildings which

number of years. He built the Court House and City Building at Eau Claire—was a contractor on the canal which joins the Fox and Wisconsin rivers and built the mill at the lower dock. He was one of the proprietors of the McNeal, DeWitt & Holmes' Addition at Portage and a contractor on the Hospital for the Insane near Madison. He leaves two daughters and one son."—*Wisconsin Necrology, I., No. 15.*

MR. STRONG: That is Lowe, the colored boy that was here?

WITNESS: Yes, sir.

MR. ORTON: The nigger boy, and who spoke of him?

MR. STRONG: Mr. Mason and Mr. Babcock. (To witness): This Mason was the witness here?

WITNESS: Yes, sir; I also heard Mr. Merrill¹⁰⁹ and Mrs. Lowe speak of him.

MR. STRONG: This Mrs. Lowe had a dispute with DuBay about this property, didn't they?

WITNESS: Yes, sir.

MATTHEW DUNN (*sworn*) (*examined by Dixon*): Live in Madison now; have travelled with Langrishe and Atwater; left Portage City last April, came there in the fall of 1854. During this time I stopped at the old Veeder house—got acquainted with Jessee in the spring of 1855. He lived for a month or two in a saloon near where I stayed; the general speech of people about here was bad about Jessee.

¹⁰⁹ Henry Merrill had been subpoenaed, but for some unexplained reason he did not take the stand. There was some question as to whether the subpoenas were good outside of Dane county, and it is probable that this accounts for so many of the duly subpoenaed witnesses' absence. Besides Merrill, other subpoenaed persons whose names are not recorded as having attended are, George Delavien, Joseph Crele, Thomas Devine, John McMahan, William Powell of Lake Shaunaw, David S. Morse, A. J. Ward, Charles A. Martin, Alansing W. Hoyt, Mrs. E. Wells., P. H. Prime, John Canary, Orrin Case, Wellington Collier probably Wellington Kollock, D. W. Shumway, George F. Huntington, David Buchanan, George Desriviere, Angeline Downey, DuBay's half-sister. Michel J. Brisbois attended and drew pay for five days witness fee, but it does not appear that he took the stand. Perhaps some of these persons were on the stand, but were not deemed of sufficient personal importance to merit recording of their testimony.

Cross-examined (by Mr. Strong): They used to call him a little lying thief. Mr. and Mrs. Chandler used to speak of him as a little lying thief. He stopped there at Chandler's, and they called him a little lying thief.

W[ILLIAM] WEIR¹¹⁰ (*sworn*) (*examined by Dixon*): Reside at Fort Winnebago; have lived there since the fall of 1841. Know John B. DuBay; first saw him in the winter of 1841. He was around the Fort for two or three years after I came there trading with the Indians. He was away once, from 1847 to 1852 or '3. Uncle Sam brought me to Fort as a soldier; had charge of the military reservation. From 1847 to 1852 one Downey lived by the Agency house. There was no one living there before the winter of 1848. Joseph Burger also lived on the land part of this time. McNeal was in the occupancy at the time of the sale; McNeal began putting the mill up in 1852 or '53. Since 1841 I never heard anything bad against DuBay. At the time of the sale DuBay was there. Saw some of his notices about. Saw DuBay use no acts of violence there. Since 1853, McNeal, Lowe, has also been in part possession; DuBay has lived there during the last year.

[*Cross-examined*] (*by Mr. Dixon*): Did you ever

¹¹⁰ Data on Capt. William Wier reads: "Wm. Wier died July 6, 1877, aged 60; born in Scotland; came to Fort Winnebago in 1842; remained there until the Fort was dismantled, except for a short term during the Mexican War; buried in the Fort cemetery. He first came to this country as a soldier in a British regiment stationed in Canada."

Iowa county legislator and jurist, was presiding on the Iowa county circuit bench at that time, and to him would have fallen the duty of hearing DuBay's third trial, had the Columbia county prosecutor appeared.

The *Case Papers* were filed in the Iowa county circuit court February 19, 1859. They are still there.

THE DEATH OF A CHILD

A glimpse into the final tragedy of DuBay is afforded in entries in the diary of Miss Isabelle Buchanan,¹¹⁸ who taught the school at Eau Pleine, as DuBay's settlement at DuBay Point had become known, in 1865. Mary DuBay, probably the youngest daughter of *The Princess Madelaine* (see footnote, page 5), then a girl of sixteen years, was dying. Miss Buchanan's entries give a graphic picture of the poignant scene:

Entry for August 22, 1865: "Elsie and I went to see Mr. DuBay's sick child. Sickness is hard when surrounded by luxuries. But in a wigwam, stretched on a board and covered with rags it makes the heart ache. I do not think she will suffer much longer. Our Heavenly Father in pity will soon call her to Himself. Came back and brought a few things over for her. Staid all night. I have spent my first night in a wigwam, it seems strange. There was twelve of us, four children, four squaws, one Indian,

¹¹⁸ The late Mrs. Christian Johnson of Sheridan, Waupaca County, Wisconsin.

Mrs. DuBay, Elsie and I."

Entry for August 23, 1865: "Left for home at day-break, our little sufferer seems weaker. She has been sick ten years. I hope she will soon be released to a happier world. . . . *Mary DuBay* breathed her last this afternoon, what a change. She will suffer no more. The weary are at rest."

OBITUARY EXTRACTS

Death of John B. DuBay.—The death of the above named well known and in some respects remarkable individual, took place at his home on the Wisconsin river above this city last Tuesday [January 11, 1887]. He had been gradually failing for some time, but was really sick only about two weeks. The funeral took place on Thursday, with interment in the Knowlton cemetery.

In the death of DuBay, probably the oldest person born within the territory now composing the state of Wisconsin has passed away. . . . He had lived on the place where he died for many years, and in the early history of this county was one of the best known men in it. During his latter years he was supported by his children, but he had handled a great many thousand dollars worth of goods, and there are people who can remember when he used to drive the finest team between Wausau and Portage."

—*Stevens Point Journal* January 15, 1887.

An Old Settler Gone.—In the death of John B. DuBay, which took place at his home in the town of Eau Pleine, this county, last week, one of the early residents of the state and best known man in Northern Wisconsin, has passed away. He was a man of wonderful physical endurance, and the hardship and rough experience that he had passed through during his long, eventful life, were sufficient to terminate the existence of a dozen ordinary men. But beneath that dark, weather tanned flesh beat a heart that was tender and kind—whose owner would never allow his fellow men to want for the necessities of life while he was in a position to assist them, and during the days when he had plenty of gold—stockings full of the tempting metal, it is said—he spent and gave away with a lavish hand. And even after, when he became reduced to ordinary circumstances, his generosity did not diminish beyond his means. But he died a poor man, and for several years had been supported by his children.

The deceased had been in failing health for some time, as had been noticed at each of his periodical visits to this city during the past year, but his death was very sudden, he having been about, and even made a trip up north, the day before . . .”

—*Stevens Point Gazette* January 19, 1887.

In addition to the foregoing extracts, some of his obituaries recite at considerable length the

story of his life, apparently using the biographical sketch in the *History of Northern Wisconsin, 1881*, as the source of their information. There is a column-long sketch of similar nature in the *Milwaukee Sentinel*, January 15, 1887. These narratives conflict in many details.

[CONTRACT BETWEEN JOSEPH ROLETTE
AND JOHN B. DuBAY, 1840]

Articles of Agreement

Made and concluded this Seventh day of September A.D. 1840 between Joseph Rolette, Agent of the American Fur Company, of Prairie Du Chien in the County of Crawford and Territory of Wisconsin, of the one part, and John B.^{te} DuBay, of the Wisconsin Portage in the Territory aforesaid, of the other part. Witnesseth that whereas the said Joseph Rolette hath contracted and agreed with the said John Dubay, to employ him as a Factor or agent at the aforesaid Wisconsin Portage, for vending, selling and uttering of Indian goods and all such other wares and merchandise as he the said Joseph Rolette, on account of the Said American Fur Company, shall consign and send unto the said John Dubay at the Establishment situated at the said Portage and belonging to the said Fur Company, until the first day of August 1841, and longer

if the said parties shall hereafter further agree to continue said business.

It is therefore covenanted and agreed by and between the said parties to these presents in manner following, Viz

The said Joseph Rolette, agent as aforesaid, agrees to loan the said John B^t Dubay the Building &c of the said company, Situated at the Portage as aforesaid free of charge until the said 1st day of August 1841, and to furnish the said Dubay such quantity or quantities of goods wares and merchandise during said time, as he the said Rolette, may deem necessary for the Indian trade. The said goods ware and merchandise, to be charged to the said Dubay at the rate of 25 per cent on their cost at Prairie Du Chien. The said Dubay, in lieu of wages or other Compensation for selling said goods, is to be allowed all profits or gains which he the said Dubay may make on the sale of said goods after deducting their said cost and 25 perc^t additional as aforesaid.

And it is further understood and agreed by the parties to these presents that it shall and may be lawful for the said Rolette, or the authorized agent of said American Fur Company, at any time to demand and recover back the possession of the goods by him advanced as aforesaid, from said Dubay, when he or they may deem necessary; and at the expiration of the term of this agreement, the said Dubay obligates himself to deliver up all such merchan-

dise as shall remain unsold in his hands or possession, to the said Rolette, or the said Am. Fur Co.

And it is further agreed, that the moneys, furs and other returns of said business are to be returned to the American Fur Company or their Agent, and not to be sold to any other person or persons, or appropriated in any manner to the payment of the debts of said Dubay, but are to be considered the exclusive property of said Fur Company. They the said Fur Company, paying in allowing the said Dubay for all furs so returned to them the current prices paid for furs at Green Bay in the spring of each and every year during the continuance of the business aforesaid between the said parties. . . .

In witness whereof the parties have hereunto set their hands and seals at Prairie Du Chien, the day and year first above written—in presence of

B. W. Brisbois

Joseph Rolette

Agent Am F. Co (Seal)

John Mayrand

his

John B^{te} x Dubay (Seal)

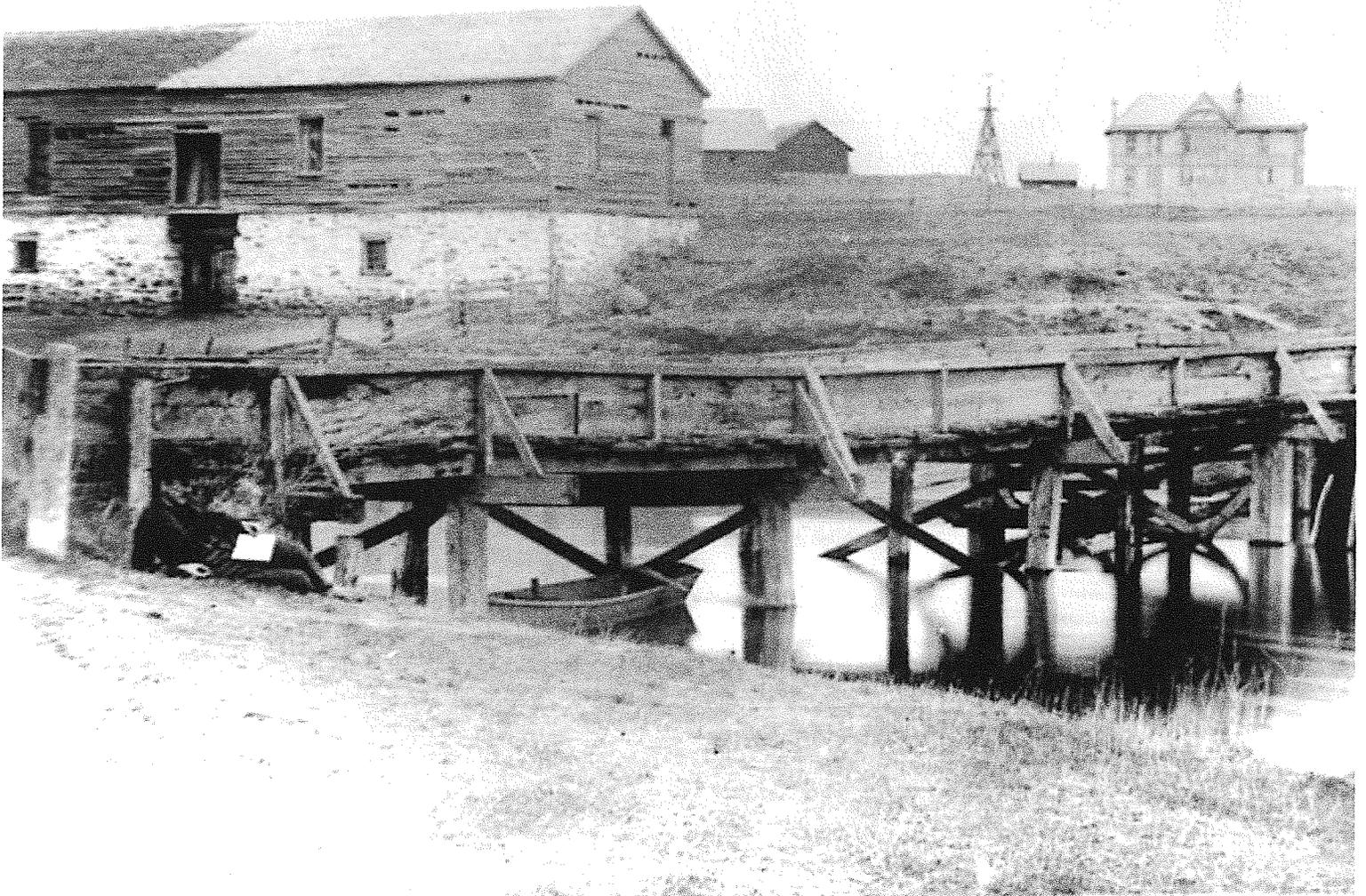
mark

The parties to the foregoing agreement have this day mutually agreed to and with each other, to continue the said agreement and all its provisions in full and binding force and virtue until the first day of August A.D. 1842.

John Baptiste DuBay

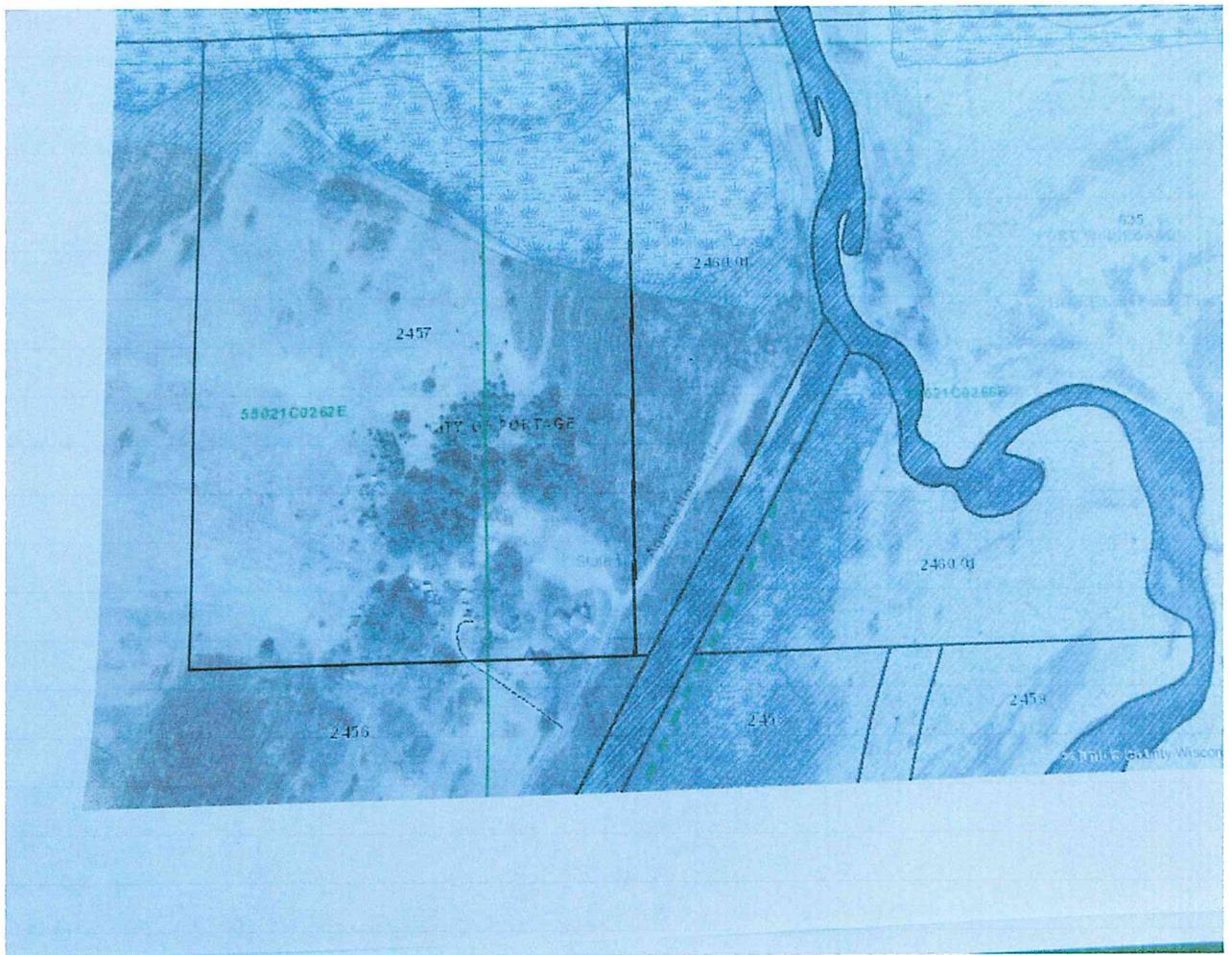
SIGNIFICANCE
OF LAND

1. **Portage** gets its name because, long before the **canal** was here, it was a well known **portage**



One of the last buildings to be torn down, had been one of the stores at the Fort. Bridge is over the Fox River for traders.

While the building above may not be the foundation buried beneath the earth to the right of the graveled road leading to the turn-around, it clearly reflects the size of the building – especially when compared to the size of the Agency House. Comparatively it's 3 times larger and it's at the same angle if you tilt your head to view it from the left. (see below)



The Agency House lies within the boundaries.

French and French-Canadian voyageurs, like John Louis DuBay, were the first Europeans to venture into the wild woods of Wisconsin, first to view the depth of the pine forest and to taste of the spring-fed streams of Portage County. In the century that followed the discovery of the Mississippi River French fur traders and missionaries followed the Indian portage ... going from Green Bay southwest on the Fox, down to the portage between the Fox and Wisconsin near modern Portage city and from there on foot or horseback north along the left bank of the Wisconsin, the route followed in 1790 by Louis DuBay, father of John DuBay. Some 40 years later John Baptiste DuBay, son of Louis DuBay, came to Fort Winnebago (Portage city) probably with the intention of journeying to visit the spot his father may have suggested to him as a place to establish a trading post.

> [1808 The American Fur Company was formed by J. Astor.]

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During the late eighteenth and early nineteenth centuries, the population of Wisconsin primarily consisted of French and British fur traders, Indians from many nations, and their Métis (mixed) children.

The era of the fur trade in America was a time rich with classic stories, vivid adventures, and colorful characters. It was a time of hardships, accomplishment in the face of adversity, change, and immortal legends. Romanticism mixed with harsh reality. Revolutionary freedom was earned with the best of our human potentials, and paid for with the worst. It was a time that has, in many ways, come to exemplify the very spirit of this nation: individualism, grit, and the ambition to build a better life. Woven into this tapestry of epic history are the tales of the people who lived it, and one of those tales is the true-life story of John Baptiste DuBay.

> And then a change occurred:

"there is necessity for some means of protection to the fur trade from Winnebago (Ho-Chunk) [demands]; ... the general government at the [request] of John Jacob Astor, head of the American Fur Company, and upon whose goods the Indians levied exorbitant tolls, authorized the erection of a post at portage."

"By Command of Maj.-Gen. Macomb"

"R. Jones, Adj t.-Gen."

10 December 2016, at 09:53.

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AGRICULTURE

- > Following Wisconsin achieving statehood in 1848, land prices soared and permanent farming settlements eclipsed the fur trade. ...[though] fur trade had virtually collapsed due to over hunting, deforestation, and exponential European population growth in some areas. Eventually, the dwindling supply of beaver spelled doom for the American Fur Trading Company.

Unlike fur trading or logging, farming allowed for permanent and prosperous

settlement in the Midwest. Farming implements, horse bridles, plows, and bones of domestic animals such as pigs, cows, and horses were found at the DuBay site, dating after 1860, clearly reflecting DuBay's own shift from fur trader to small farmer.

(© 2017 Milwaukee Public Museum.)

ARCHEOLOGICAL – HISTORY

- [DuBay's] ... listed person property at Fort Winnebago interesting and remarkable inventory. Two brown horses, one bay horse, one black mare, one lumber and one two-horse wagon, two pair of oxen, with chains and yokes, four cows, two yearling and two spring calves, sixty hogs, two double harnesses, one single harness, three plows, one iron tooth harrow, four feather beds and bedding, one sideboard, twelve chairs, one lot kitchen furniture, one “Montreal” stove. Such a list of livestock and farming equipment certainly placed him in the front rank of early Wisconsin agriculturists...”

DuBay: Son-in-Law-of-Chief-Oshkosh / Merton Krug

- After 1855, the highly profitable logging industry also cleared land for farming. Following Wisconsin achieving statehood in 1848, land prices soared and permanent farming settlements eclipsed the fur trade. Unlike fur trading or logging, farming allowed for permanent and prosperous settlement in the Midwest. Farming implements, horse bridles, plows, and bones of domestic animals such as pigs, cows, and horses were found at the DuBay site, dating after 1860, clearly reflecting DuBay's own shift from fur trader to small farmer

(© 2017 Milwaukee Public Museum.) Previously Identified
Archeological Site – DuBay's Post Advisory Council on Historic Preservation
Electronic Section 106 Documentation Submittal System (e106) Form

➤ **COMMERCE**

- In 1839 John Baptiste DuBay left the fur company at Chippewa Falls and

carioles. John DuBay was using a dog sleigh when he appeared at Fort Winnebago in 1836 or '37, and purchased a horse and French train there from Henry Merrell, probably en route to the trading post on the Wisconsin River in modern Dewey township. But the most common form of conveyance used later by the lumbermen and settlers in the 1840s and 1850s was a light wagon with four, spoked wheels mounded on iron tires not more than an inch and three quarters wide.

This proved impractical in the sandy country of central Wisconsin ...



>

The three main locations of the fur trade in Wisconsin were Prairie du Chien, Green Bay, and Fort Winnebago. The mile and a half portage between the Fox (Great Lakes) and Wisconsin (Mississippi) Rivers near Fort Winnebago served as a communication and transportation network between Green Bay, Prairie du Chien, Mackinac, and St. Louis – hubs of the American Fur Trading Company. John DuBay operated the trading post of the fort from approximately 1840 until he left the area in 1857.

(© 2017 Milwaukee Public Museum.)

- > By 1852 John DuBay has retired as Trader as the animals were depleted and he had met and fallen in love with Kitty Jessey. They settled on Section 33, farmed and in early July 1852 began operating a stage line between Fort Winnebago and Stevens Point. During this period he ran an advertisement, every second week, in the Fort Winnebago River Times' which carried this information:

- that DuBay paid \$100 for this license whereas two years later, on Dec. 13, 1844, he paid only \$5 for a license to keep a tavern-house. This suggests that the "grocery," while it may have handled food supplies, was mainly a liquor store, more often referred at the time as a grog shop.
- Inside the tavern-house a dance floor was installed where dances were held. Thus the tavern-house also served as a social center "... a license was issued to DuBay in 1842 to operate a grocery, at Fort Winnebago, and the first of which there is record in Portage County, ... "
- PORTAGE COUNTY - 1845
- On June 10, 1846 the treasurer's book reveals that Rice paid \$12.50 for a tavern license, DuBay \$25, and on June 18 Mitchell also paid \$25. The entries fail to explain why Rice got his at half price."

Mortgages, Book A, p. 12, Register of Deeds, Portage County. 2 Proceedings, County Commissioners Sessions, Vol. I, p. 76. THOSE WHO CAME FIRST

- "In the 1850s DuBay appears to have spent more time around Fort Winnebago where he had a piece of land, by right of pre-emption, allegedly awarded him by one of his former employers in the American Fur Company. DuBay pioneered one of the first "post-routes" in northern Wisconsin and his reputation for getting the mail through where others apparently failed was well known to the editors of the Pinery in Stevens Point who in 1853 were hoping that "satisfactory arrangements" might be made "with the prince of all mail contractors, Mr. DuBay, by which we may at least have a tri-weekly mail from Portage.

Our County Our Story PORTAGE COUNTY WISCONSIN BY
Malcolm Rosholt Charles M. White Memorial Public Library
PORTAGE COUNTY BOARD OF SUPERVISORS STEVENS
POINT, WISCONSIN 1959

COMMUNICATION & TRANSPORTATION

- The earliest forms of conveyance to be used in Portage County may have been dog sleds in winter, and in summer two-wheeled carriages known as



NEW STAGE LINE

THE undersigned has now completed arrangements for running a tri-weekly line of stages between Fort Winnebago and Stevens Point, straight through, via Grand Marsh and Buena Vista, in two days, using two horse epileptic spring carriages, as follows

Leaves Fort Winnebago Mondays,
Wednesdays, and Fridays:
Leaves Stevens Point Mondays, Wednesdays,
and Fridays:
Fares going, \$3.50;
Fares returning, \$3.00."

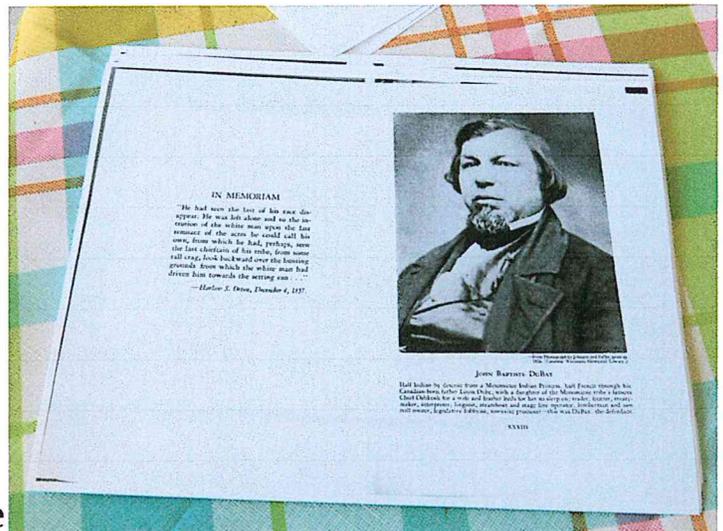
JOHN B. DUBAY



'Advertisement in Portage River Times. July 12, 1852;
September, 1853. Wisconsin Historical Society of
Buena Vista, advertised a similar line in 1853.

HISTORIC PERSONAGE

➤ See Attached List for Summary of the
Life of John Baptiste DuBay



- Previously Identified Archaeological Site
- A rare glimpse into the age of the Fur Trade details a life of survival, loneliness, adventure working with and living among Native Americans. It is a life of a man trapped between two worlds.
- Interpreter for Governor Cass of Michigan & Governor Dodge of Wisconsin 1837 – took prominent part in treaty acting as interpreter for Governor Dodge at the Treaty of Fort Snelling with Hole-in-the-Day and other Chippewa Chiefs
- Along with his interpreting duties, DuBay ran a grocery at Fort Winnebago,
- **NATIVE AMERICAN LIFE**
- Previously identified Cemetery/Burial Grounds BCO0271
- Of all the people who came the trader took the time to bridge the gap between two very different cultures
- As the need for more permanent operations grew, traders built structures in which to do business with the Navajo, Hopi, and Ute peoples of the Four Corners region. The trading post was an integral part of Native American life.
- French fur traders generally did not trap beaver themselves. They supplied Native Americans with metal knives, guns, cloth, alcohol, and other European manufactured goods in the fall, and received furs in exchange during the spring. This system kept the Indians indebted, ensuring a continuous supply of beaver pelts to Europe.
- From 1796 to 1816, British and American powers vied for dominance of the North American continent. While wars were fought for political boundaries, the fur trade weathered changing alliances. Much like the French before them, the American Fur Trading Company continued to employ the trapping services of Native Americans.

the next year bought the trading post of the fur company at Fort Winnebago and was in business there until 1851

(History of Northern Wisconsin containing an account of its Settlement, Growth, Development and Resources; an extensive sketch of its Counties, Cities, Towns and Villages Chicago: The Western Historical Company 1881)

- Here he had established since 1839, and before that he had been engaged as an independent trader, having an establishment on the Grignon tract possibly as early as 1837.

DuBay: Son-in-Law-of-Chief-Oshkosh / Merton Krug

- His headquarters during the 1840's remained at the trading grounds on the Fox River, near Fort Winnebago.
- In 1840 he was appointed Indian agent at Fort Winnebago, at the portage between the Fox and Wisconsin river valleys, and he operated a grocery there.

(4 June 2016, Wikipedia®)

- "... DuBay acquired his right to occupy this historic location directly from Rolette in 1840 and [worked there] even earlier. Thus he came to be invested with all the prestige and affluence attendant upon being the American Fur Company's trader at the portage during the closing years of the Wisconsin fur trading era. The American Fur Company's presence in the region in the early nineteenth century proved a harbinger [forerunner] of more organized business activity. "

DuBay: Son-in-Law-of-Chief-Oshkosh / Merton Krug

- "At a meeting held a few weeks later on June 13, 1842, the commissioners approved "J. B. DuBay's bond as grocery keeper a license was issued to DuBay in 1842 to operate a grocery, no doubt at Fort Winnebago, and the first of which there is record in Portage County,. . The location is at Fort Winnebago and is the first of which there is record in the county. The first treasurer's book of Portage County kept by Satterlee Clark in 1842 reveals

- Former Governor James Doty: “I came to what is now the state of Wisconsin in 1820. It is impossible for me to say how long I have known Mr. DuBay. I lived in Green Bay in 1824 ... I knew his father and Du Bay was just a lad then. ... till I became well acquainted with him in 1838 at Fort Winnebago. I have know the trading post of the Portage since 1820 ... The portion of ground between the Agency and the trading house was inside the enclosure of the American Fur Company. The company has ass much as forty acres enclosed, but they used all about there for their cattle, etc..... his place was ... [was] on what has been known as the Grignon Tract....”

DuBay: Son-in-Law-of-Chief-Oshkosh / Merton E. Krug

- [Governor Doty] “I must not neglect to mention DuBay's, which was formerly, and may be yet the aught I know, **an Indian trading village**, but evidently fast going to decay.”

POLITICS & GOVERNMENT

- Under the terms of Jay's Treaty of 1794, ... the United States government had agreed to recognize the rights and claims ... of the British fur traders to their trading post properties; there was, consequently, ground under International law to substantiate DuBay's claim that legal ownership had actually passed with the sale of the right of possession all through the years.
- The sale of the Fort Winnebago military reservation in 1853, by the Federal Government, brought the title to the trading post grounds at Portage into open controversy. ... the Reserve had been extended in 18933, shortly after the building of the Agency House, to embrace the trading post site in its legal description. Legal scholars of the time insisted, ... DuBay's claim superseded the Federal claim, since under Jay's treaty, as previously stated, the trading ground had been regarded as private property and ... not subject to inclusion in the Military Reserve.

DuBay: Son-in-Law-of-Chief-Oshkosh / Merton E. Krug

- 1842 – Census shows “John DuBay Precinct – 14 males – 5 females
1843 – Poll list for “Winnebago, Portage” shows

- Unable to come to an understanding, McNeal and DuBay decided to settle the matter through the courts. However, before the case came up McNeal stepped out of the controversy ... selling out, for the sum of \$20,000 to William S. Reynolds and his partner Craig.... “

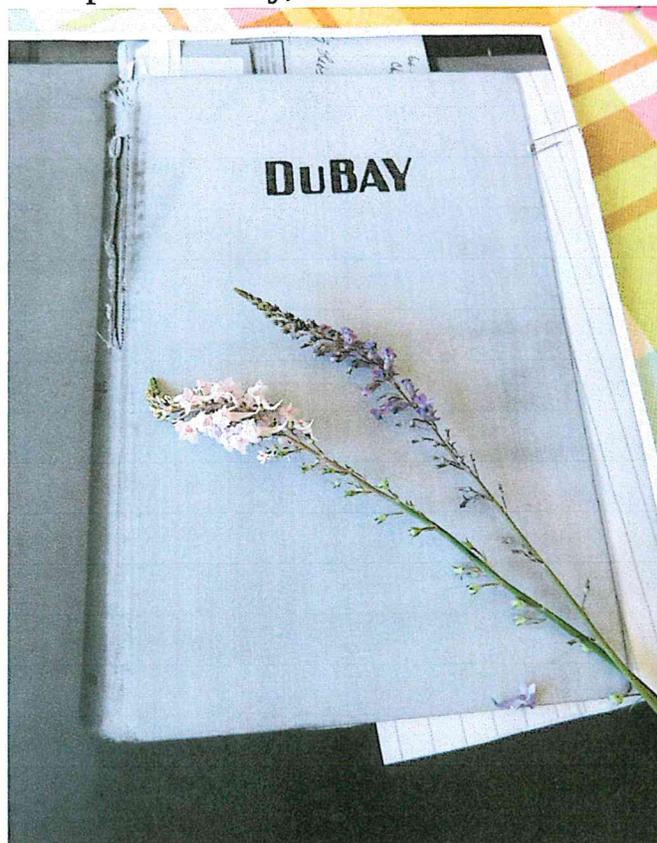
DuBay: Son-in-Law-of-Chief-Oshkosh / Merton E. Krug

- ... it is definitely known that DuBay returned to ... his headquarters – the old American Fur Company trading Post grounds on the banks of the Fox River adjacent to Fort Winnebago - ... During this interval, his controversy with the holders of the Fox River Water Power developed from an amicable difference of opinion with one holder to a fatal quarrel with another. .. Since it was this quarrel that culminated in the Portage City tragedy of 1857....
- Portage County was at one time a very large area. The first settlers in the county were: S. A. Sherman, Peter L. Brown, John DuBay, M. Benjamin, and others.

INDIAN LAND By Thor Helgeson

- Without doubt, the most memorable early resident of our township was French Canadian John Baptiste Dubay, considered the first white settler in Portage County.

The History of
the Town of Eau
Pleine by Ken M.
Blomberg

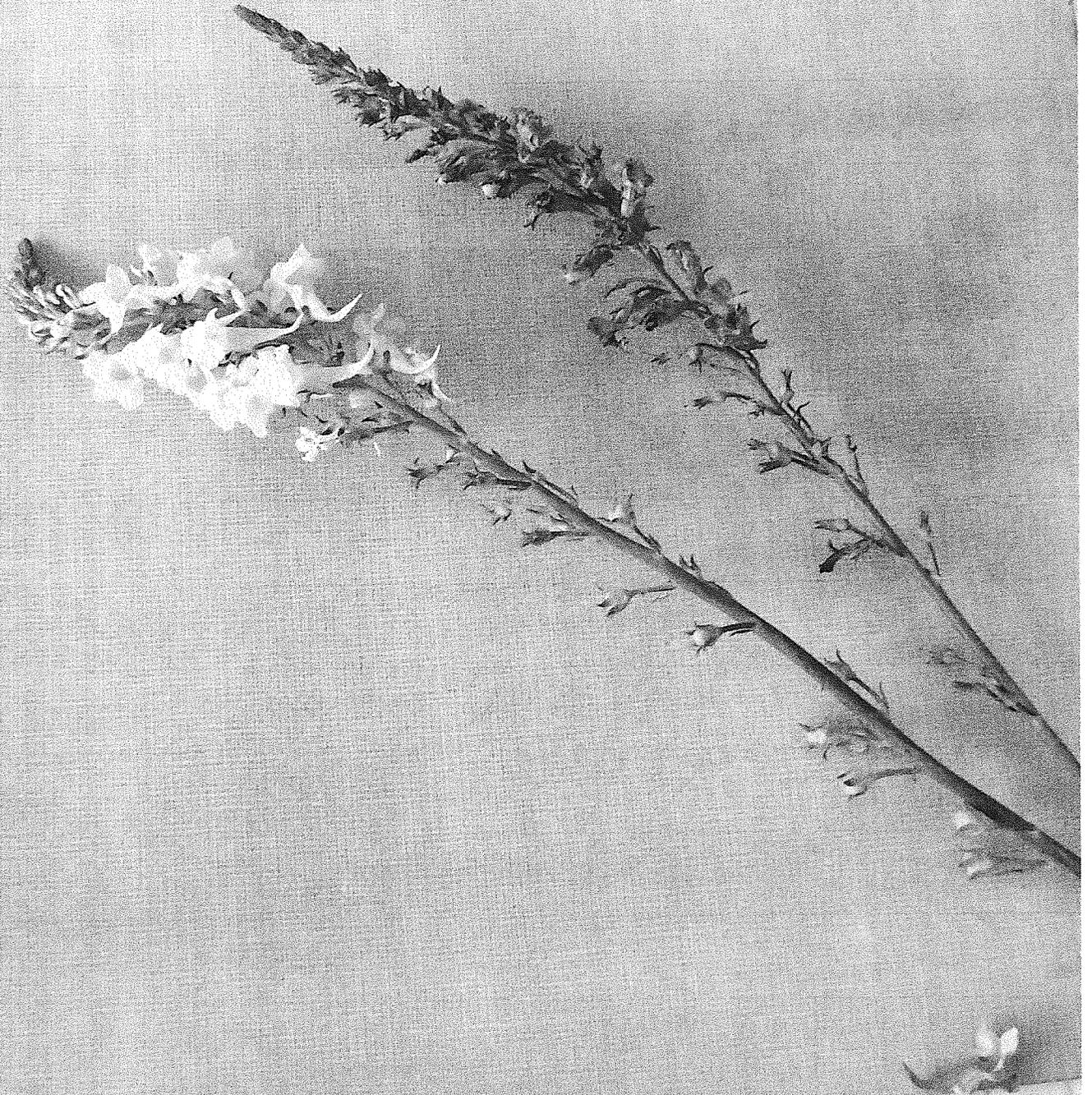


JOHN BAPTISTE DOBA

1810 — 1887

SON OF A MENNONITE & DAUGHTER OF A
SON IN LAW OF CHIEF OSKOSI
TREATY MAKER & INTERPRETER
INDIAN TRADER - FIRM FRIEND OF WHITE MEN

DUBAY



John Baptiste DuBay

Documents

47CO331

Primary Info

State Site # CO-0331
Name DuBay Post
Other Name
Field #
ASI # 62583

Location Information

County Columbia
Municipality Portage
Civil Town Fort Winnebago

Location Description This site is located northeast of the Indian Agency House, on the west bank of the Fox River, west of the Portage Canal, opposite the former location of Fort Winnebago.

PLSS	Township	Range	Direction	Section	QSection	Grid Alignment	French Lot	Gov. Lot
	13	9	E	33	S 1/2, SE, NE, NW	S, SW		

UTM Info

USGS 7.5' Quad Info PORTAGE

Parcel ID

Site Description

Site Description This site consists of a cabin first occupied by Joseph Rollette in 1812, and finally occupied by Jean Baptiste DuBay, the last fur trader at the Portage (left in 1857). The cabin served as a trade post for the American Fur Company.

Site Dimensions (feet) **Site Area (acres)**
Site Dimensions (meters) **Site Area (hectares)**

Site Type Trading/fur post

Cultural Info Culture Certainty
 Historic Euro-American Definite

Investigation Type Historical research

Archaeological Phase/Complex

Tribe/Ethnic Group French/Canadian

Site Status The current status of the site is unknown and additional investigations may need to be completed. Please consult with WHS Staff.

Covenant No - None of site

Site Characteristics

Modern Landuse Recreational
Degree of Disturbance Unknown
Impacts to Sites Recreational

Burial Site Info

[Add](#)

National Register Info

Other Eligibility Evaluation

Individual Eligibility Evaluation
Proposed Historic District
Contributing
Evaluation Date
Eligibility Comments

Ownership

[Add](#)

47CO228/BCO-0099

Primary Info

State Site # CO-0228
Name Old Indian Agency House
Other Name
Field #
ASI # 17714

Location Information

County Columbia
Municipality Portage
Civil Town Fort Winnebago

Location Description This site is located one mile northeast of the Portage Canal, 1/4 mile west of Fort Winnebago, on an island surrounded by marshlands.

PLSS	Township	Range	Direction	Section	QSection	Grid Alignment	French Lot	Gov. Lot
	13	9	E	33	SE, SW, NE, SW			

UTM Method	UTM Zone	Easting	Northing
Interpolated from topo map			
Interpolated from topo map			

USGS 7.5' Quad Info PORTAGE

Parcel ID

Site Description

This site complex consists of the Indian Agency House, (built in 1832 to house John Kinzie, Indian agent to the the Ho-Chunk), and various outbuildings (blacksmith shop, log barracks).

Indian burial sites have been documented on the property. After the agency was abandoned, the house was converted to a tavern and a private residence.

Mrs. Kinzie's narrative describes the original barracks placed on the hill prior to the construction of the Agency House. She mentions the presence of a "dairy, stables, smoke-house, etc., constructed of the tamarack logs brought from the neighboring swamp".

Site Description

Archaeological testing indicates abundant archaeological deposits in the immediate vicinity of the standing house. Artifacts include white salt-glazed stoneware, plain whitewares, faunal remains and metal objects. A bell cistern was uncovered near the kitchen porch. Carriage ruts were found near the side entrance. A possible privy is located in the brushline, connected to the kitchen porch by a cobblestone path.

Kinzie's narrative also mentions 'some very unsightly pickets surrounding two or three Indian graves, on the esplanade in front of the house.' Rather than remove the graves the Kinzies built 'a little structure about a foot in height, properly finished with a moulding around the edge'.

Note: Mrs. Kinzie's description of the funeral of the Ho-Chunk chief Four-Legs places his grave on the "most elevated point of the hill opposite the fort." Depending on her meaning, the grave may be near the others in front of the Agency House, or on the crest of the hill behind the Agency House.

Update 2012: MVAC shovel tested and monitored utility installation in the vicinity of the Agency House and visitor's center, with negative results.

Site Dimensions (feet)	Site Area (acres)
Site Dimensions (meters)	Site Area (hectares)

Site Type Military site, Cemetery/burial, Trading/fur post, Foundation/depression, School/Government

Culture	Certainty
Historic Euro-American	Definite
Historic Indian	Definite

Investigation Type Historical research, Test Excavation/ Phase II

Archaeological Phase/Complex

Tribe/Ethnic Group

Site Status This human burial site is protected under Wis. Stats 157.70. Consultation with the Wisconsin Historical Society is required. See burial page.

Covenant No - None of site

Site Characteristics

Modern Landuse Recreational, Residential

Degree of Disturbance Moderate

Impacts to Sites

Burial Site Info

Burial Number	BCO-0099	Burial Status	Not Catalogued
Date Catalogued		Cemetery Type	Inactive/Unmarked
Earliest Grave Date	1801-1850	Latest Grave Date	1801-1850
Disposition Activity		Date of Disposition	
Cataloging Comments			

National Register Info

National Register Reference #	72000045	National / State Register Listing Name	Old Indian Agency House
State Register Listing Date	1/1/1989	Multiple Property Name	
National Register Listing Date	2/1/1972		

Other Eligibility Evaluation

Individual Eligibility Evaluation
Proposed Historic District
Contributing
Evaluation Date
Eligibility Comments

Ownership

[Add](#)

Owner	Wisconsin Chapter of Colonial Dames	Address 2	
Chronology		City	Portage
Ownership Type	Indian	State	WI
Year Determined	2003	Zip	-
Address 1			

Artifact Info

Artifact Repository Colonial Dames Museum
Material Class

Artifact List Creamware, pearlware, whiteware, earthenware (red, buff and gray pastes), white salt-glazed stoneware, porcelain, annular ware, blue-transfer print, blue edge-decorated, cut animal bone and other faunal remains (cattle, pig, deer, sheep or goat, waterfowl, chicken, passenger pigeon, turtle, fish, oyster shell), shoe leather, square nails, trade silver

Date of Site 1832-present

Dating Method

Investigator Info

Investigator	Organization	Date	Recommendation
Archaeological Rescue	Independent or not affiliated	10/15/1988	
J. Broihahn	Wisconsin Historical Society-State Archaeology Program	9/22/2003	
Vicki Twinde-Javner	Mississippi Valley Archaeology Center	5/21/2012	

Site Reporter Info

Reporter Archaeological Rescue
Organization Independent or not affiliated
Date Reported 10/15/1988

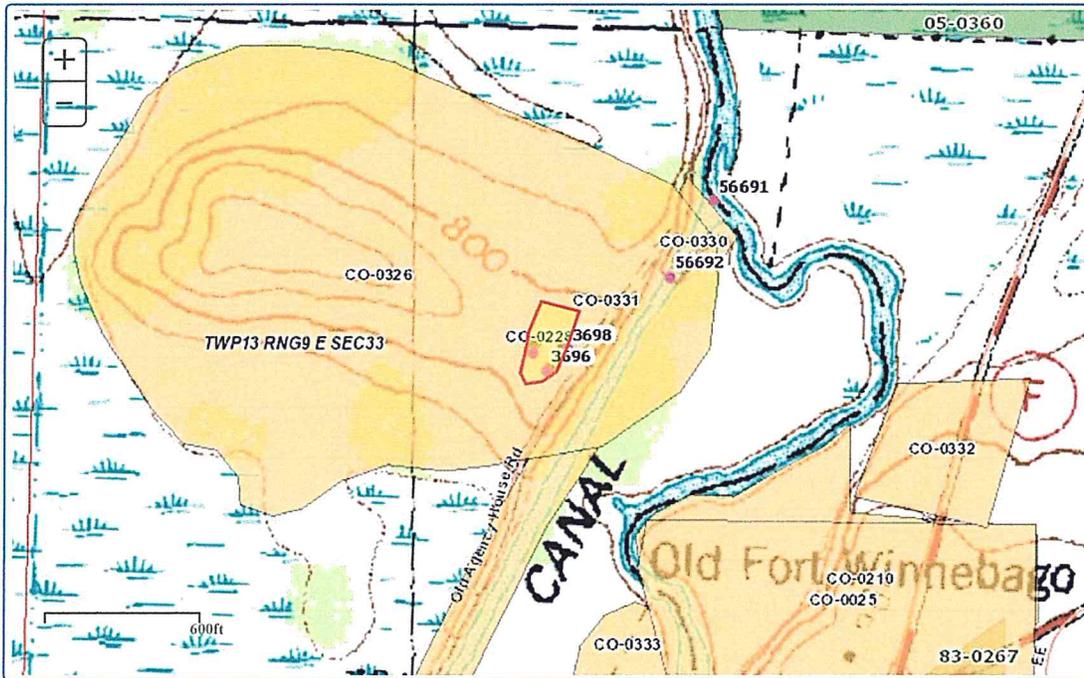
See WHS-Archaeological Sites Inventory files.
 Extensive holdings on the Agency House and Kinzie family in the WHS-Archives.

Bibliography

Kinzie, Juliette Augusta Magill, 1873, Wau-bun: The Early Day in the Northwest.
 Twinde-Javner, Vicki, 2012, Letter Report: Results of Monitoring Within the Boundaries of Uncatalogued Burial Sites: 47Co228 (BCo99) and 47Co326 (BCo271), MVAC Short Report 2012-18, La Crosse, WI.

Tracking

WHS Project #	ARI #	Reason For Reporting	
11-1103	41708	Section 106/State Compliance	



47CO228/BCO-0099

47CO326/BCO-0271

Primary Info

State Site # CO-0326
Name Agency Fields
Other Name
Field #
ASI # 58999

Location Information

County Columbia
Municipality Portage
Civil Town Fort Winnebago

Location Description

This site complex is located on a former peninsula extending into the Fox River marshes. It has been cut off from the mainland by the Portage Canal. The site complex surrounds the old Indian Agency House west of Fort Winnebago.

PLSS	Township	Range	Direction	Section	QSection	Grid Alignment	French Lot	Gov. Lot
	13	9	E	33	SW	S, SW		

UTM Info	UTM Method	UTM Zone	Easting	Northing
	Interpolated from topo map			

USGS 7.5' Quad Info PORTAGE

Parcel ID

Site Description

The site consists of a large scatter of prehistoric and historic occupation debris surrounding the old Indian Agency House. It is likely, based on accounts of lodges on the lands surrounding Fort Winnebago, that some of the post-Contact material is related to Ho-Chunk encampments. A cache of blanks (chert) was found nearby. One possible linear mound was noted 150 feet south of the agency house, near the bank of the Fox River. Material has been noted in all directions from the Agency House.

Site Description

Mrs. Kinzie's description of the funeral of the Ho-Chunk chief Four-Legs places his grave on the "most elevated point of the hill opposite the fort." Depending on her meaning, the grave may be either near the Agency House, or on the highest part of the hill in the middle of this site.

Update 2003: OSA staff walked around the dirt road that encircles the high ground on which the agency house was built. Artifacts were noted in three areas. Area A, along the northwest corner yielded kaolin pipes, FCR, and deer bone. Most of the latter has been dumped recently by the owner. In the southwest (Area B), there was a light scatter of flakes. In the southeast corner in a sandblow (Area C) there was a fairly dense scatter of flakes and FCR. Area C may correspond to a scatter mentioned by Brown in 1926.

Update 2012: MVAC shovel tested and monitored utility installation in the vicinity of the Agency House and visitor's center, with negative results.

Site Dimensions (feet) **Site Area (acres)** 100

Site Dimensions (meters) **Site Area (hectares)**

Site Type Campsite/village, Mound(s) - Linear, Cache/pit/hearth, Cemetery/burial

Cultural Info	Culture	Certainty
	Historic Euro-American	Definite
	Historic Indian	Definite
	Unknown Prehistoric	Definite
	Late Woodland	Probable

Investigation Type Historical research, Surface Survey

Archaeological Phase/Complex

Tribe/Ethnic Group Ho-Chunk

Site Status This human burial site is protected under Wis. Stats 157.70. Consultation with the Wisconsin Historical Society is required. See burial page.

Covenant No - None of site

Site Characteristics

Modern Landuse Pasture/Grassland

Degree of Disturbance Unknown

Impacts to Sites Recreational

Burial Site Info

Burial Number	BCO-0271	Burial Status	Not Catalogued
Date Catalogued		Cemetery Type	
Earliest Grave Date	Precontact	Latest Grave Date	Precontact
Disposition Activity		Date of Disposition	
Cataloging Comments			

National Register Info

Other Eligibility Evaluation

Individual Eligibility Evaluation

Proposed Historic District

Contributing

Evaluation Date

Eligibility Comments

Ownership

[Add](#)

Artifact Info

Artifact Repository

Material Class

Artifact List

Projectile points, cache of chert blanks, debitage, FCR, grooved stone axe, misc. ground stone, quartz sphere, cord-marked pottery, animal bone, hammerstones, gunflint, gun wormer, kaolin pipes, historic ceramics, bronze and brass trade pipes.

Date of Site

Dating Method

Investigator Info

Investigator	Organization	Date	Recommendation
Charles E. Brown	Wisconsin Historical Society (unspecified)	7/1/1928	
John Broihahn	Wisconsin Historical Society-State Archaeology Program	9/22/2003	
Vicki Twinde-Javner	Mississippi Valley Archaeology Center	5/21/2012	

Site Reporter Info

Reporter

Amy L. Rosebrough

Organization

Wisconsin Historical Society-State Archaeology Program

Date Reported

8/12/2001

Charles E. Brown Manuscripts, Columbia County (on file at Archives).

Bibliography

See WHS-Archaeological Site Inventory Site Files.

Twinde-Javner, Vicki, 2012, Letter Report: Results of Monitoring Within the Boundaries of Uncatalogued Burial Sites: 47Co228 (BCo99) and 47Co326 (BCo271), MVAC Short Report 2012-18, La Crosse, WI.

Tracking

WHS Project #	ARI #	Reason For Reporting
11-1103	41708	Section 106/State Compliance

47CO331

Artifact Info

Artifact Repository

Material Class

Artifact List

Date of Site 1812-1857

Dating Method Historic Records

Investigator Info

Investigator	Organization	Date	Recommendation
Amy Rosebrough	Wisconsin Historical Society-State Archaeology Program	12/19/2003	Additional Field Investigations

Site Reporter Info

Reporter Amy Rosebrough

Organization Wisconsin Historical Society-State Archaeology Program

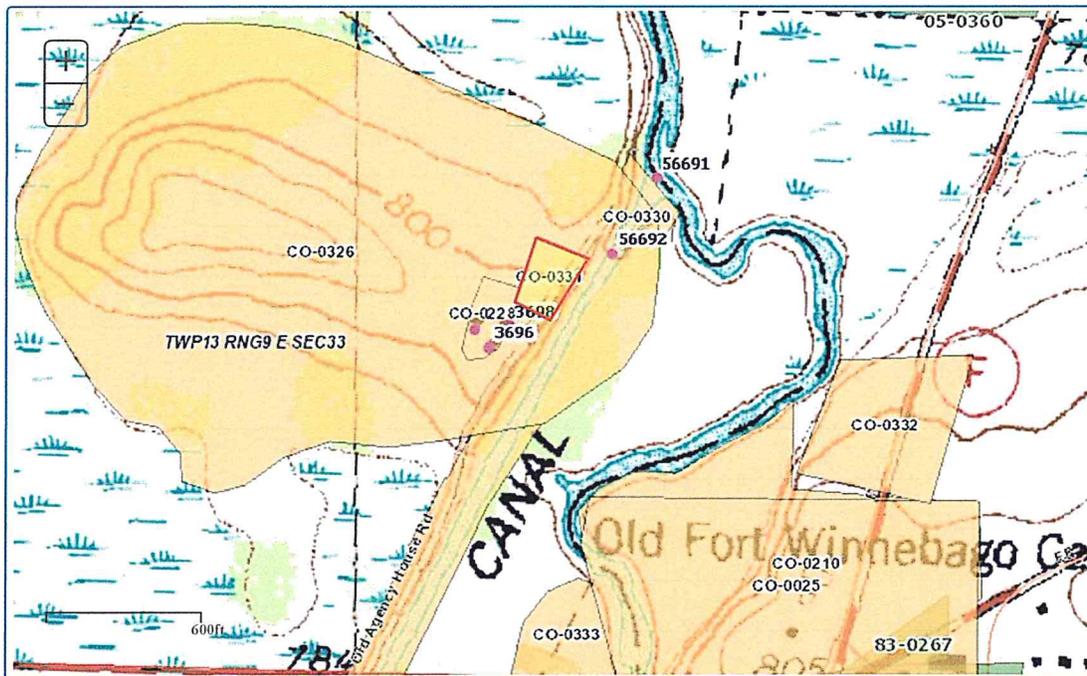
Date Reported 12/19/2003

Bibliography Williams, O.P., Diagram of Fort Winnebago and Out Buildings 1835, on file WHS-Archives Division.

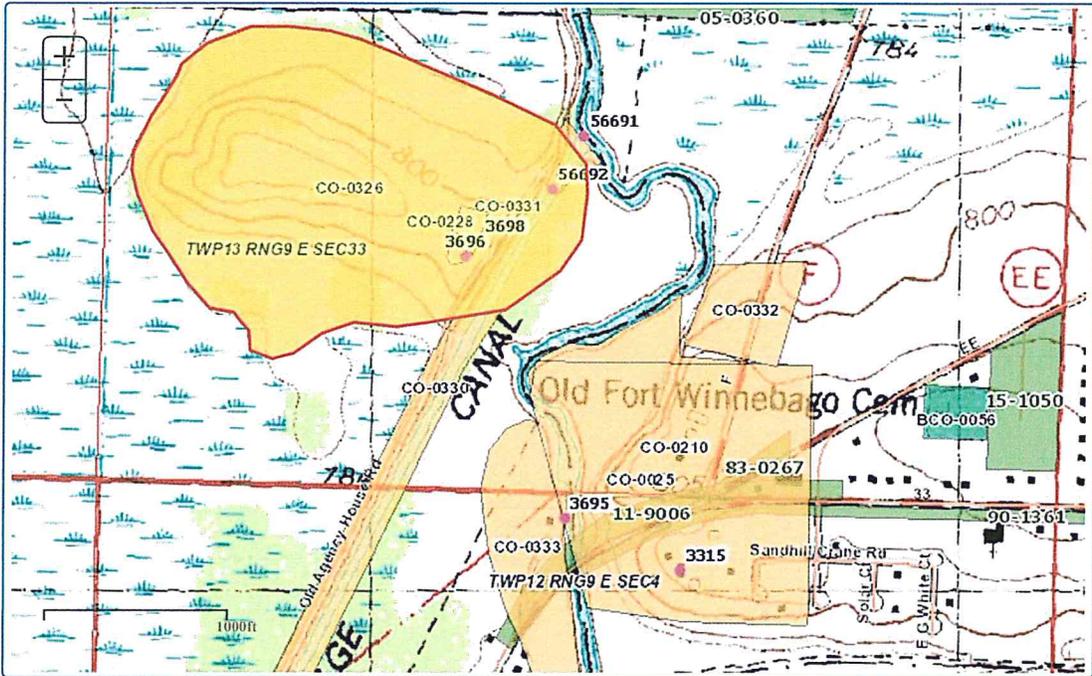
Bibliography

Tracking Info

WHS Project #	ARI #	Reason For Reporting



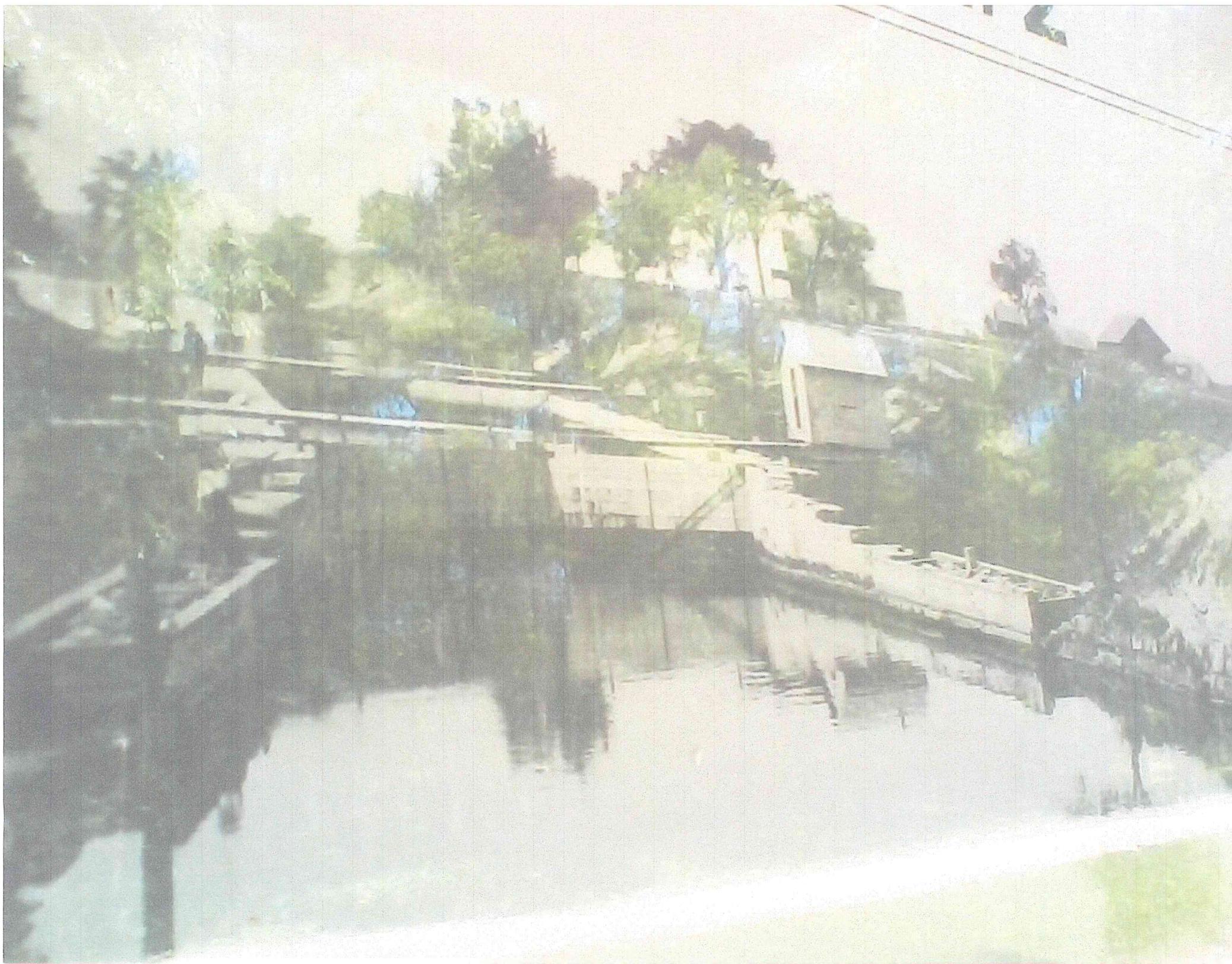
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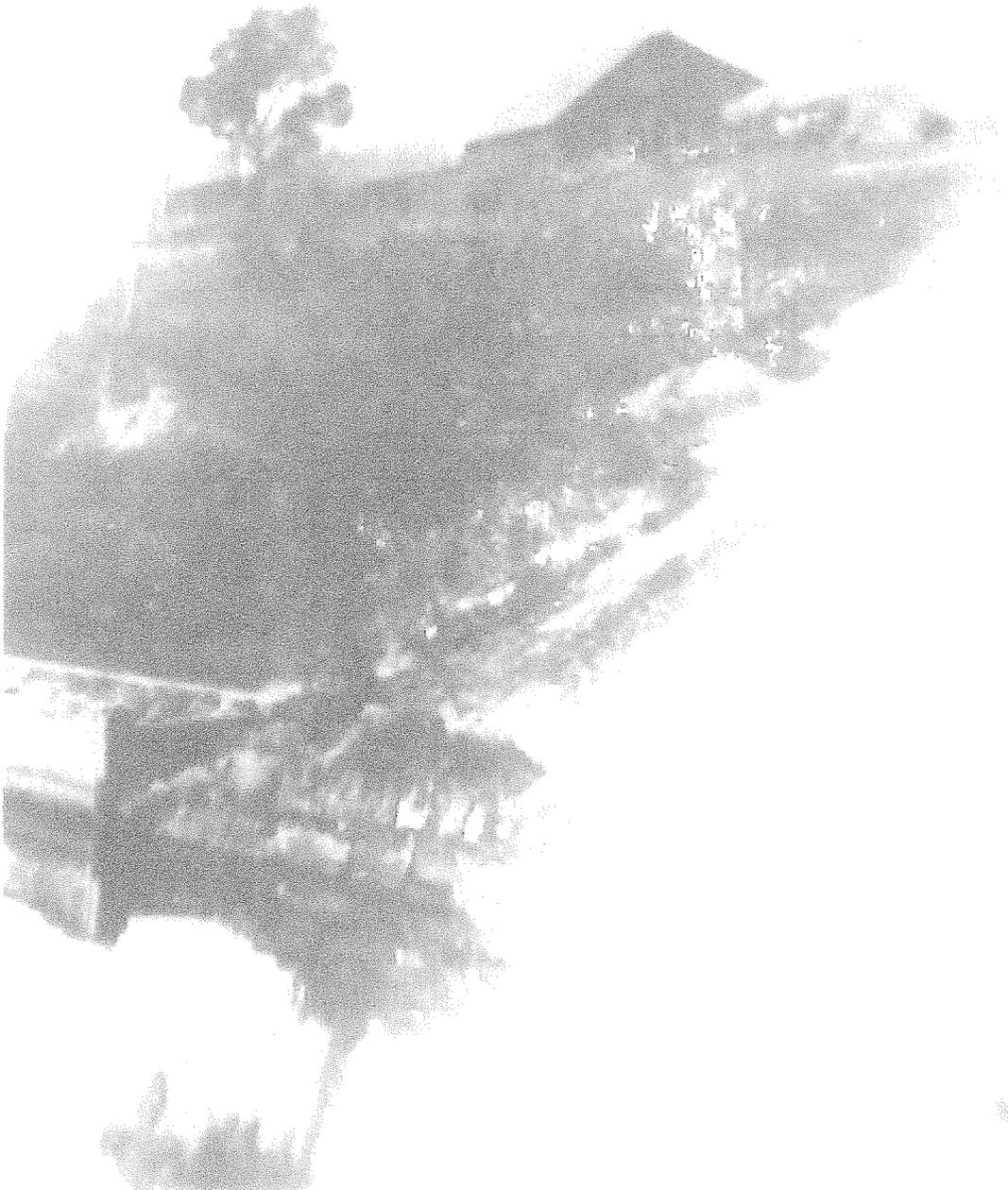
47CO326/BCO-0271

John Baptiste DuBay

PHOTOS



11/11/11



11/11/11





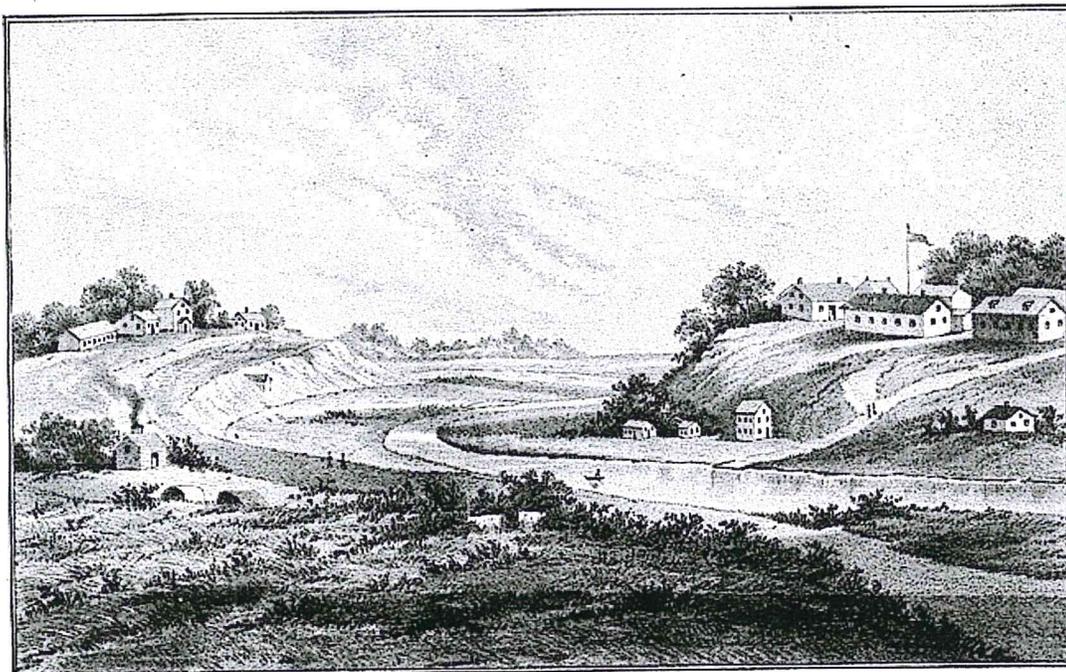
VISION

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Page View

The history of Columbia County, Wisconsin, containing an account of its settlement, growth, development and resources; an extensive and minute sketch of its cities, towns and villages--their improvements, industries, manufactories, churches, schools and societies; its war record, biographical sketches, portraits of prominent men and early settlers; the whole preceded by a history of Wisconsin, statistics of the state, and an abstract of its laws and constitution and of the constitution of the United States (1880)

Fort Winnebago in 1831  [PDF \(929.4 KB\)](#)



FORT WINNEBAGO IN 1831

[▲ Top of Page](#)