

A Forgotten Spanish Land Grant in South Florida

By HENRY S. MARKS

In 1821 the United States finally ratified the treaty of St. Ildefonso, transferring Florida from Spain to the United States.¹ After the acquisition various acts were passed by Congress for the adjustment and validation of private land claims within the ceded territory. This was necessary, for the treaty provided for the full acceptance by this country of the land grants made by the Spanish government under authority of the king — provided that the grant was issued not later than January 24, 1818.² One such act, passed by Congress on May 8, 1822, provided for the establishment of two adjudication boards of three commissioners each for the settlement of all Spanish claims in East and West Florida.³ But these tribunals were not given permission to settle any claim which exceeded one league square in area. They were only to report to Congress the proceedings in these larger claims. Thus, to obtain a valid title to each grant lying within the confines of Florida the grantee or his or her heirs or assigns had to present before one of the boards any and all proof of the validity of the grant. Six years later Congress provided for the settlement of the larger claims. All petitions concerning lands containing a greater quantity of land than the commissioners were authorized to decide were to be received and adjudicated by the judges of the superior court of the district in which the land lay, by not later than the first Monday of December, 1829.⁴

Many of these Spanish grants were extremely complicated and required years of legal maneuvering to settle. Some, even today, are still in litigation. One of the more interesting of these disputed claims was the large grant of Arrambide that is mentioned in the texts of nineteenth century Florida writers. This grant was presumably located at the mouth of the New River, the present location of Ft. Lauderdale.

The inception of the Arrambide grant was on December 4, 1813. At this time a provincial deputation was held at Havana, Cuba, with the governor of Cuba present and attending as presiding officer.⁵ One Don Juan

Xavier de Arrambide and Gorecochea, a native of Puerto Real, who was then residing in the capital, made a solicitation that there should be granted to him "a certain extent of land in East Florida, with the object of establishing on it mills for sawing timber and of exporting resins." ⁶

In accordance with Arrambide's wishes, the provincial deputation or council granted him "two leagues square to each cardinal point of the compass of the land he may choose, from the mouth of the Rio Nueva [the New River] which discharges itself on the coast of East Florida, and the Punta Larga, [Key Largo] on the south part, following the same course to the seashore, permitting him to cut timber without the square set forth, and when the bounding lands are not granted to other inhabitants, prohibiting him from burning them and offending the Indians, returning the proceedings to the commission, that they may propose the best mode of distributing the remaining lands, conforming as nearly as possible to the said decree. Havana, December 4, 1813." ⁷

This provincial committee (whose main purpose was to consider, consult, advise and determine the distribution and disposition of the public lands in both Cuba and the two Floridas) granted the above land to Arrambide in complete and absolute ownership under the jurisdiction of the laws of the Indies, which gave the committee the right to dispose of lands not already peopled. All that was necessary for the grant to be validated was the following formality: "The city council of St. Augustine in obedience . . . [to the governor] . . . determined to grant the favor solicited by Arrambide, which was 'to dispatch to him the title of property of the said two leagues to the north of the river Miamis, which are on the northwest side of the Cayo Biscayno' ".⁸

Immediately after the awarding of the grant Arrambide settled upon it with a number of others, all from the island of Cuba, evidently with every intention to carry out the terms of the grant. As the actual point of settlement was left to Arrambide,⁹ he chose a position "two miles north of the river of Miamis, which is at the northwest side of Cayo Biscayno."¹⁰ The grant was thereafter usually associated with the settlement of Miami. John Lee Williams, in 1837, stated that "on the north side of the Miami, is located the large grant of Aronbede Arrambide of ninety thousand acres of land. It . . . embraces the head of the gulf, and the River Rattones, with the included plane that descends from the glades to the sea."¹¹ But unfortunately the settlement was abandoned after several years due to the hostility "of the Indians and fugitive negroes who infested that part of the country."¹²

On July 15, 1817, Arrambide made James Bixby his attorney, with full power to sell all, or any portion of the grant.¹³ Bixby proceeded to negotiate a sale between Arrambide and an Archibald Clark (or Clarke). The sale was presumably consummated on December 1, 1817, for the sum of \$20,000.¹⁴ However, only 80,000 of the 90,000 acres were assigned to Clark, no mention ever being made of the remaining 10,000 acres.¹⁵ Nothing further was done by Clark regarding the improvement of the grant until the acquisition of Florida by the United States. Clark then presented his claim to the adjudication commission. Here lies the difficulty, for one Joseph Delespine also claims title to the same property.

Joseph Delespine, in presenting his rival claim to the commission, states that the grant was given to Arrambide, but was sold, through power of attorney, to "one George J. F. Clarke, a Spanish subject, according to the formalities required by the Spanish law, [on] April 29, 1820."¹⁶ Delespine states further that Clark obtained permission from the then Governor of East Florida to have a survey of the land ordered but that Indian hostility to whites prevented the carrying out of the survey at the time. Clark then, on January 4, 1822, sold the property to a John B. Strong. Here there is a contradiction, for among other papers in the Delespine claim Strong is given as power of attorney for Arrambide, and not as actual purchaser of the property.¹⁸ In any event Strong, whether he be an actual purchaser or attorney for Arrambide, sold or conveyed the grant to Joseph Delespine on February 25, 1822.¹⁹ The grant contained, at this time, "92,162 acres, be the same, more or less", and the sale price was \$20,000.²⁰ Delespine now presented his claim before the adjudication commission at St. Augustine, seemingly in direct contradiction of the claim by Archibald Clark. But the commission referred both claims to Congress for its confirmation, as evidenced by the following decrees:

Pertaining to Archibald Clark's claim:

. . . the decree of the board . . . having ascertained the above claim to be a valid Spanish grant for the 80,000 acres made previous to January 24, 1818, do therefore recommend it to Congress for confirmation. December 15.²¹

Pertaining to Delespine's claim.

. . . the board having ascertained the above to be valid Spanish grant for the 92,160 acres, made previous to January 24, 1818, do therefore recommend it to Congress for confirmation. December 14.²²

Thus the adjudication board actually approved both claims! Five years after the board recommended the validation of the two grants Congress provided for the settlement of the larger claims. Archibald Clark never petitioned the superior court of this district, the Superior Court of East Florida, asking for the confirmation of his grant. Since all petitions to this court had to be presented not later than the first Monday in December, 1829, Clark's claim became null and void after this date. Joseph Delespine did present his claim to the court, in November, 1830.

This court validated his claim, but the United States appealed to the United States Supreme Court. After much deliberation the Supreme Court reversed the verdict of the lower court. It declared the grant null and void for three reasons.²³ The conditions of the grant had not been met for there was no survey and no settlement as required. Delespine had not applied for validation previous to the December 1829 deadline. Finally the provincial council in Havana had no authority to make such large land grants. The land now reverted to the federal domain, later to be developed by many people into one of the three most important regions of Florida.

FOOTNOTES

¹ 8 *U.S. Statutes* 256 (1819). From Article 8 of the Treaty of Amity Settlement and Limits, Between the United States of America and his Catholic Majesty (Ratified on February 19, 1821).

² *Ibid.*

³ 3 *U.S. Statutes* 709 (1822).

⁴ 4 *U.S. Statutes* 284 (1828).

⁵ The Spanish governor, as the deputy of the King of Spain, was the sole judge of the merits of a grant and he had the undoubted power to reward the merits of the grantee. He also had the power to place conditions or restrictions upon the grant. 42 *United States Supreme Court Reports* 24.

⁶ U. S., *American State Papers*, v. 4, Documents of the Congress of the U. S. in Relation to the Public Lands from the 1 sess, 18 Cong., to the 2d sess. 19th Cong., December 1, 1823 — March 3, 1827, Washington, 1859, p. 708.

⁷ *Ibid.*

⁸ 40 *United States Supreme Court Reports* 319.

⁹ Although, in the governor's decree, there may be no description of any place where the land granted should be located, still it is binding as far as it went — provided the land was vacant and without injury to third persons. 40 *United States Supreme Court Reports* 319.

¹⁰ *American State Papers*, *op. cit.*, p. 710.

¹¹ John Lee Williams, *The Territory of Florida; or Sketches of the topography, civil and natural history, of the country, the climate, and the Indian tribes, from the first discovery to the present time, with a map, views, &c.*, New York, A. T. Goodrich, 1837.

¹² *American State Papers*, *op. cit.*

¹³ *Ibid.*, p. 709.

¹⁴ *Ibid.*

¹⁵ *Ibid.*

¹⁶ *Ibid.*, p. 710.

¹⁷ *Ibid.*

¹⁸ *Ibid.*, p. 712.

¹⁹ *Ibid.*, p. 713.

²⁰ *Ibid.*

²¹ *Ibid.*, p. 709.

²² *Ibid.*, p. 713.

²³ 40 *United States Supreme Court Reports* 319.

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