

An Act to Incorporate the Town of Clayton 120

Be it enacted by the Senate and House of Representatives of the State of Delaware, in General Assembly, ^{met,} [two-thirds of each branch of the Legislature concurring therein] as follows to-wit:

Section I—That James Williams, Caleb S. Pennewill, David J. Cummings, George W. Whittaker and Robert J. Reynolds be, and they are hereby appointed Commissioners, whose duty it shall be, to view the premises, and they or a majority of them having so viewed the same, are hereby expressly authorized, empowered and directed with the assistance of a skillful surveyor, to be by them selected, to survey, locate and lay down on a plot the Town of Clayton in Kent County, designating its limits, and making, describing and naming thereon its streets and alleys; and they shall, when the same is completed, return the said plot to the Recorder's office at Dover to be recorded, with their certificate thereon, endorsed and signed by the said Commissioners, or a majority of them, that they have

performed the duties in that behalf by this section required, and that the said plot represents the said Town of Clayton with its boundaries and limits, as by them located and defined. The Commissioners and the Surveyor before entering upon their ^{duties} under this section shall be severally duly sworn or affirmed to discharge such duties with fidelity, and in the certificate annexed to the aforesaid plot it shall be shown that this qualification was complied with.

Section 2. Immediately after the return of the said plot and its delivery to the Recorder of Deeds it shall be the duty of the said Commissioners, named in the first Section of this Act, or a majority of them, to give notice in writing under their hands, or the hands of a majority of them, to the inhabitants of the Town of Clayton, that on a day to be designated in such notice, not more than ten days after the date thereof, the said Commissioners, or a majority of them will hold an election in the said town of Clayton, at a place and between the hours designated in such

122

notice for the election of five Commissioners for the said Town of Clayton; who shall be chosen from among the inhabitants of the said town. Such notice shall be posted in at least four of the most public places in the town of Clayton, at least five days before the day of holding such election.

The Commissioners so chosen at such special election shall continue in office until the first Saturday in May A.D. 1888. At such special election the Commissioners shall be voted for by ballot, and all persons who are bona fide residents within the territorial limits of the said town, as established by the the said plot, who are above the age of 21 years, and who shall have paid the County tax for the year 1886, shall be entitled to vote.

At such election three of the Commissioners named in the first section of this Act shall be the judges thereof, and they shall receive and count the ballots and ascertain the result, and when so ascertained shall make five certificates thereof, and give one such certificate to each of the Commissioners chosen at said election.

They shall also certify to the Recorder of Deeds in and for Kent County that such election has been held, stating the time at which it was held and the names of the persons chosen Commissioners; and such certificate shall be recorded in the said office, and the record or a certified copy thereof shall be evidence.

The Commissioners chosen under the authority of this section and their successors in office, to be chosen as hereinafter provided, shall be, and they are hereby declared to be a body politic and corporate in fact and in law, by the name, style and title of "The Town of Clayton"; and by that name may sue and be sued, plead and be impleaded in all courts of law and equity.

The said Commissioners so to be chosen, and their successors in office, in addition to the powers hereinafter conferred, shall have power to regulate the streets, alleys and sidewalks of the said town, and may direct the latter, or such parts of them, as they may determine, to be put in a safe and passable condition at the expense of the owners of the lands adjacent. On complaint of any citizen or of their own motion, they shall have authority to examine any chimneys, stove pipe fixtures or any other matter dangerous to the town, and if adjudged by them dangerous, to require and compel the danger to be removed, to prevent or remove all nuisances therein, and to prohibit the firing of guns or pistols, the making of bon-fires or setting off fireworks, or any dangerous sport or practice in said town. And the said Town Commissioners shall have full power and authority from time to time to enact, and ordain all such by-laws and regulations for the government and management of the said town and its affairs, as to them shall seem judicious and expedient, provided always that

They are not repugnant to the Constitution of the United States or of this State or inconsistent with this Act.

Section 3 - That the Town Commissioners, as chosen under authority of Section 2 of this Act shall continue in office until the first Saturday in May, A. D. 1888, on which day in that year there shall be held in the said Town of Clayton, at the School-house, between the hours of 2 o'clock and 4 o'clock P.M. an election for five Commissioners; one of whom shall be chosen for one year, one for two years, one for three years, one for four years, and one for five years; and on the first Saturday in May in each succeeding year thereafter there shall be an election held for one Commissioner to serve for five years. All of said Commissioners shall be freeholders within the limits of said town. In case of any vacancy in the office of Commissioner by death, resignation, refusal to serve, refusal to qualify, or removal out of the town, the remaining Commissioners shall have power to fill the vacancy or vacancies thereby created, until the

next annual election when another or others shall be chosen for the unexpired term of the person or persons originally elected. The Justice of the Peace resident in the said town, [or if there be none, the nearest Justice of the Peace], and two citizens of the said town, chosen by the people present entitled to vote, shall hold the said election and shall decide the legality of the votes offered.

They shall receive the ballots, ascertain the result and certify the same on the books of the Commissioners. At such election every male and female taxable of said town, above the age of 21 years, who shall have paid the town tax last assessed to them shall be entitled to vote.

Section 4 - The Commissioners first chosen under authority of ^{Section 2} this Act shall within five days after receiving the certificates of their election, meet at some suitable place, to be by them selected in the said town, and duly organize by the election of one of their own number as Chairman of the Board. And it shall also be the duty of the Four Commissioners chosen

in any year thereafter, to meet on the Tuesday following their election, and organize the Board in like manner.

The Chairman of the Board of Town Commissioners shall preside at the regular meetings of the Board when present, and shall perform and discharge all such duties as shall be prescribed by the Ordinances and Regulations of the said town.

In case such Chairman be absent at any meeting, the Board may elect a Chairman Pro tem for the special occasion. The warrants on the Town Treasurer for the payment of any money shall be signed by the Chairman of the Board or in case of his absence by the Chairman Pro tem.

Section- 5- There shall be four stated meetings of the Commissioners in every year, as follows, to wit: on the second Saturday of May, September, January and April, and also such additional meetings as may be provided for by ordinance in that behalf, or whenever any three of the said Commissioners or any twelve taxables of the said town shall in writing addressed to the Chairman of the Board, request a

128

special meeting; and in such request the object for special meeting shall be stated. At any such stated or special meeting, ordinances or rules for the good government of the said town, the improvements of its streets, the repairs or construction of drains and water courses, the planting and protecting of ornamental trees, and for all other matters relating to the general welfare of the said town, may be ordained and enacted.

Section 6- The Commissioners first chosen, under authority of Section 2 and their successors in office, shall at their first stated meeting in every year determine the amount of taxes to be raised in said town for that year, including tax on Real and Personal property, poll tax and tax on dogs, and they shall appoint an Assessor who may or may not be one of their own number, to make an assessment of persons and property in said town, and they shall also appoint a Collector and Treasurer. In case the Commissioners to be chosen under authority of Section 2, shall not have been chosen before the second Saturday of May in the year 1887, then and in that case, they shall hold a special meeting on the

129

Saturday next succeeding their election, at which special meeting they shall perform the duties by this Section designated and imposed.

Section-7- It shall be the duty of the Assessor of the said town, within thirty days after his election, to make a true, correct, just and impartial valuation and assessment of all Real Estate and assessable personal property within said town, and also an assessment of all the male citizens residing within the said town, above the age of 21 years, as well those owning as not owning Real Estate within its limits; and also to ascertain the number of dogs within the said town, and assess the owner or keeper of a dog or dogs, one dollar for each male dog and two dollars for each female dog. In making assessments for other than dogs, the said Assessor shall be governed by the valuations fixed and ascertained by the County Assessment, as well to poll tax as to real estate and personal property; and if there be any assessable property within the limits of the said town, which does not appear

upon the County assessment, or if there be individuals residing within the said town, who would be subject to poll tax, who do not appear upon such County Assessment, the Assessor shall assess all such upon a valuation and basis corresponding with the County assessment. When such assessment shall be completed, the Assessor shall forthwith make and return a duplicate thereof to the Commissioners, and the Commissioners shall forthwith give notice to the effect that they will sit together in a certain place and on a certain day, to be designated by them, not less than five days from the date of such notice, between the hours of three and six o'clock in the afternoon, to hear appeals from said assessment. At such time they shall have full power and authority to correct the same. After such appeal day, the Commissioners shall forthwith ascertain and fix the rate necessary, to raise the sum which they shall have determined to raise, together with the costs and expenses of collecting the same, and shall deliver the duplicate or a copy thereof, with their warrant in that behalf, to the Collector of the said town, whose duty it shall be collect the amount rated to each

taxable. The Collector shall have and be possessed of all the powers and remedies for the collection of the said town taxes as now are or shall be hereafter be conferred by law upon the Collectors of County taxes.

Section 8- It shall be the duty of the Levy Court of Kent-County, annually to appropriate and pay over to the Treasurer of the said Town of Clayton such sum as said Levy Court shall deem just and reasonable, to be expended and used in the maintenance or repairs of the streets of said town, which are now largely made up of parts of the Public Roads of Kent-County, and which are now maintained at the County expense.

Section 9. It shall be the duty of the Town Commissioners annually to appoint an Alderman and Town Constable for the said town, and if there be a Justice of the Peace resident in the said town, he shall be chosen Alderman.

Section 10 - It shall be the duty of the Alderman

132

of the said town and of the Town Constable to suppress all riotous, turbulent or noisy assemblages, or gatherings of persons in or at any building used for any public assemblage in the said town, or in the streets, lanes or alleys thereof, at any time or season whatsoever; to prevent all gatherings whatsoever which may obstruct or interfere with the free use of the streets, lanes, alleys or side-walks; and for this purpose it shall be the duty of the said Town Constables to seize and arrest any person so offending and take them or him before the Alderman of the said town, whose duty it shall be to hear and determine the case, and upon conviction the Alderman shall sentence any person so offending to pay a fine, not exceeding ten dollars and the costs of the hearing, and may commit the party or parties to prison for a period not exceeding thirty days or until the said fine and costs shall be paid. It shall be the duty of the Alderman of the said town, upon complaint made to him of any such turbulent or noisy assemblages, as aforesaid, to issue his warrant to the Constable aforesaid, commanding him to arrest and bring before him any person or persons

violating the provisions of this Section, for trial. It shall be the duty of the Constable aforesaid to arrest upon view any drunken or disorderly person he may find in the streets of the said town, and forthwith to take such person before the Alderman, who shall hear and determine the case, and upon conviction shall sentence the person so-offending in the same manner and to the like punishment as hereinbefore provided in this Section, as to other offences herein enumerated. The fees of the Alderman and of the said Constable for every such trial and arrest shall be 50¢ to each of them for each offender. In all other cases the Alderman and Constable shall each be entitled to receive the same fees as are by the laws of this State, provided to be paid to Justices of the Peace and Constables in like cases.

Section 11- The Commissioners named in the first Section of this Act shall receive for their services two dollars per day for every day actually employed, and such compensation, together with the expenses of the survey, shall be paid upon their certificate by the Commissioners of the said town, out of the first moneys which shall

134
come into their hands from the funds of the said town.

Section 12 - That this Act shall be deemed and taken to be
a Public Act.

Wm. E. Collins
Speaker of the Senate

W. R. M. Coe
Speaker of the House of Representatives

Passed at Dover
April 15 - 1887.

An Act to Incorporate
the Town
of Clayton.

(S.B. 77)

Ex. S. April 19. 1887

Ex. H. 4-20-1887

Passed at Dover
April 13-1887.

TOWN OF CLAYTON

First known as Smyrna Station, the Town of Clayton began when the railroad came to this area in the mid-1850's. In 1860, the name was changed to honor Delawarean John M. Clayton, a former United States Secretary of State and strong advocate of the railroad. Incorporated on April 15, 1887, Clayton became one of Delmarva's largest rail centers in the late nineteenth century - serving as the hub for four railroad lines including the Delaware Railroad, the Maryland and Delaware Railroad, the Spur Line to Smyrna, and the Smyrna and Delaware Bay Railroad. From 1885 to 1920, Clayton was Division Headquarters for the P. W. & B. - later succeeded by the Pennsylvania Railroad.

Delaware Public Archives - 1997

K-59



HISTORIC MARKER IN CLAYTON. Historian George Caley (left) and Clayton Mayor Robert E. Berghorn unveil the new historic marker near the railroad tracks at Main and Bassett streets August 27. At the ceremony, Caley, Berghorn, and Representative Bruce Ennis spoke about the importance of the marker. Town Council and community members were also on hand to witness the event. The sign reads: "First known as Smyrna Station, the Town of Clayton began when the railroad came to this area in the mid-1800s. In 1860, the name was changed to honor Delawarean John M. Clayton, a former United States Secretary of State and strong advocate of the railroad." The sign also states that the town was one of Delmarva's largest railroad centers in the late 19th Century. (Photo by Valerie Lemoie)

Smyrna/Clayton Sun Times 9/2/98



SMYRNA DELAWARE



TOWN HALL AND OPERA HOUSE - 1900



THE CHURCHES OF SMYRNA



TWENTIETH CENTURY CLUB



DELAWARE HOME AND HOSPITAL



PLANK HOUSE - DUCK CREEK



J.B. MOORE HIGH SCHOOL



BIRTHPLACE OF J.B. MOORE



ALLAN McLANE ARMORY



THE FOUR CORNERS - 1900



CITIZEN HOSE CO.

1768



1968



Our Neighbor = Clayton

Clayton had its beginning with the arrival of the Delaware Railroad. When it was being constructed in 1854 the company's plan was to lay the single track road near the western entrance to Smyrna. This artery of transportation would have gone through the farmland of Mr. B. E. Cummins. He objected so strongly, and brought so much pressure against the route, that the railroad company ran the line through the farm that is now Clayton. At that time this land was owned by a Mr. Tribbett, who was engaged in the slave trade. He sold part of the land to a Mrs. Harris who later divided it into building lots. Most of the lots were sold to the men who came to operate and maintain the railroad facilities. The Delaware Railroad Company named this settlement Smyrna Station.

In 1860 a post office was established through the efforts of Alexander McConoghly, who became the postmaster. It was he who suggested that the name of the village be Clayton in honor of John M. Clayton, Delaware's statesmen.

Sometime in the 1860's the Baltimore and Delaware Bay Railroad was built. This road was planned as an east-west route across the peninsula. The railroad ran from Still Pond, Maryland, through Massy, into Clayton and out to Woodland Beach. The B.&D.B. R.R. Station was located on the site now occupied by the VFW on Smyrna Avenue. The movement of the trains on the B.&D.B. as they crossed the Delaware Railroad tracks was controlled by a large red ball mounted on a high pole. The ball's position indicated track clearance to the oncoming engineer.

As the destiny of the village was commensurate with the expansion or decline of railroad business, Clayton's early economic life was far from stable. Nevertheless, progress was achieved.

In the early 1860's a newspaper named the CLAYTON HERALD was published by Mrs. R. McConoghly. Rev. David T. Ewell, a Methodist Protestant preacher, in 1860, built a small church which his followers named in his honor. With the advent of the Civil War, Mr. Tribbett's slave trade ceased.

In 1868 Mrs. McConoghly died, and Mr. J. W. Spruance purchased the CLAYTON HERALD. He renamed it THE FONT HILL NEWS.

Records are in conflict as to the date when Smyrna Station was officially renamed Clayton. These dates ranged from the one of McConoghly's 1860 to a reference made to an act of Legislature in 1868. However by 1871, the Delaware Railroad listed "Clayton" as a stop.

(An exact date has not been established for the history found in the following paragraph.)

The village was thrown into consternation when a Mr. William Wartenby of San Francisco arrived and laid claim to 170 acres of land, some on which Clayton was built. He claimed that Tribbett, the supposed pre-railroad days owner, in default of heirs, had held only a life-time lease on the land. This being the case, Tribbett had had no legal right to sell to Mrs. Harris. The townsfolk hired a lawyer, Mr. Reverdy Johnson of Maryland, to fight the claim. The case was finally settled in Wartenby's favor by a decision of the United States Supreme

Court. The total site was divided between him and his sister, Mrs. Harris of Philadelphia. Almost immediately the property owners paid him thus assuring clear title to their properties.

From 1870 until the middle of the 80's little of progress is noted. However one or two facts are worthy of note. St. Paul's Methodist Episcopal Church was established in 1881, and in 1883 a public school building was erected.

Clayton experienced its greatest influx of population in 1885 when the Delaware Railroad chose it to house their main offices. By 1887 the village contained 60 houses, three stores, two churches, two hotels, a drug store, a blacksmith shop, a public school, hugh sprawling railroad yards, a roundhouse, two railroad stations and a lumber yard. One year later W. F. and J. R. Clements established a Hardware and Implement Store. It was not until 1889 that a volunteer fire company was organized. Even for its day it was not an organization in any sense of the word. There was not a chief, nor were there officers, but many "Indians" who gladly volunteered to fight fires. Many times their recently purchased hand-truck would not be taken to the scene because it was too heavy to pull. By 1891, the situation was corrected and Clayton Fire Co. No. 1 was thoroughly organized.

How long the Font Hill Newspaper existed is unknown. However by 1891, another paper - THE CLAYTON CALL - was being published.

Sometime before 1895 the B.&D.B. Railroad was discontinued. Its station was sold to W. T. Dayett, who moved it and made it into his private residence.

In 1907 the second railroad track was laid, and the Delaware Railroad was leased to the Pennsylvania Railroad for a period of 99 years.

Mr. Abel Sevil, a leading merchant in his day, organized the Clayton Bank and Trust Company in 1915. This financial institution was established in order to provide banking facilities for the prosperous farming area surrounding the town.

With the advent of World War I, Clayton became a shipping, sorting and staging area for war materials moving by railroad to and from Wilmington and Norfolk, Virginia. Several men and boys from the village served their country in that conflict. After the war, and during the twenties, Clayton, instead of Smyrna Landing, became the shipping center for the grain trade. (For years prior to the war, Clayton, along with Smyrna Landing, enjoyed a hugh volume of business generated by the large-scale scientific growing of peaches in this area.) The townsfolk witnessed the change of ownership in the lumberyard when it was purchased by Mr. R. W. Slaughter. Also, during these "twenties" Clayton was plagued by numerous major fires, which were efficiently fought by Clayton's fire fighters.

No sooner had these misfortunes passed than a newer, more dangerous one appeared. This one faced the entire population. It was called the Great Depression. Clayton did not escape unharmed because the decrease in industry caused the resultant decline of shipping and traveling. The Depression badly battered the town's economy. During those years, the present public school building was erected, and the fire hall was remodeled.

The advent of World War II marked the revival of the rail-

road and Clayton. At that period of history over fifty men, women and boys were joined to the armed forces of the United States, and Clayton, like many other small towns, seemed to be inhabited by women, with the very old men and the very young boys for help and protection.

After the war's ending, and the return of the service-connected people, Clayton enjoyed post-war prosperity. But the wheels of the railroad, (unlike the gods) were not grinding slowly. In fact, they were moving faster than ever. The new diesel powered locomotive did not need fuel, water, and constant attention. It could haul longer heavier train loads in shorter time. The use of the diesel sounded the death knell for Clayton's importance as a railroad town. Very few of Clayton's inhabitants, after 1950, were railroad employees.

Clayton as a community survived the loss, and since then has undergone several progressive changes. Ewell's M.P. and St. Paul's Methodist Churches, merged by denominational action, combined their two separate facilities under one roof, a modern post office building was built, R. W. Slaughter's became Slaughter, Inc., and then the Masten Lumber Company, the Churchman granary became Markley's, which later became a division of the Bunge Corporation, a new residential area was started and developed in the Reed and Rodney Streets area, W. L. Wheatley Co. expanded the scope and magnitude of its canning operation, Leeds Travelwear settled down "bag and baggage" in a new million dollar building, Clayton and Smyrna School Districts were combined, and the Clayton Fire Company No. 1 dedicated its newest most modern firehouse in the state.

Although Clayton is not an industrial community it presently serves as the residential abode for many persons in outside industry, who wish to have their homes amid the peace, quiet, and contentment of a small town.

Picture Credits

Smyrna's Four Corners about 1868, Hoeffcker Commission, Certificate of Non-Liability, Fourth of July Parade, Smyrna Orchestra, Bank of Smyrna, Northwest Corner of the Four Corner's about 1890, South Side of South Street, Blizzard of 1888, and Federal Style Building - H.C.W.; McDowell Chest and Signature, Commodore Jacob Jones' Medal - Historical Society of Delaware; Duck Creek Cover, 1798 - Alfred S. Biggs, Dover; Bank of Smyrna \$5 Bill - Terry Bryan, Dover; Smyrna Cover, Smyrna Directory, 1878 - Raymond W.W. Dill, Dover; Smyrna House About 1898 - Lex Faries; Standpipe, Mrs. Clara Jones; U.S. Route 13, Entrances to Smyrna - Delaware State Highway Department; Bethel Church - Mrs. Florence Polk; Portraits of Allen McLane and Commodore Jacob Jones - State Portrait Commission, Dover.

Photo Credits

Four Corners, 1968 - Joe Huddle; North Elementary School - Randy Schuman. All churches (except Presbyterian 1884 and Interior of Asbury) - Mark Meyer; Interior of Asbury - Col. R. Bush.

SMYRNA LANADING

CARP

12

CR

WHITE HALL
CROSSROADS

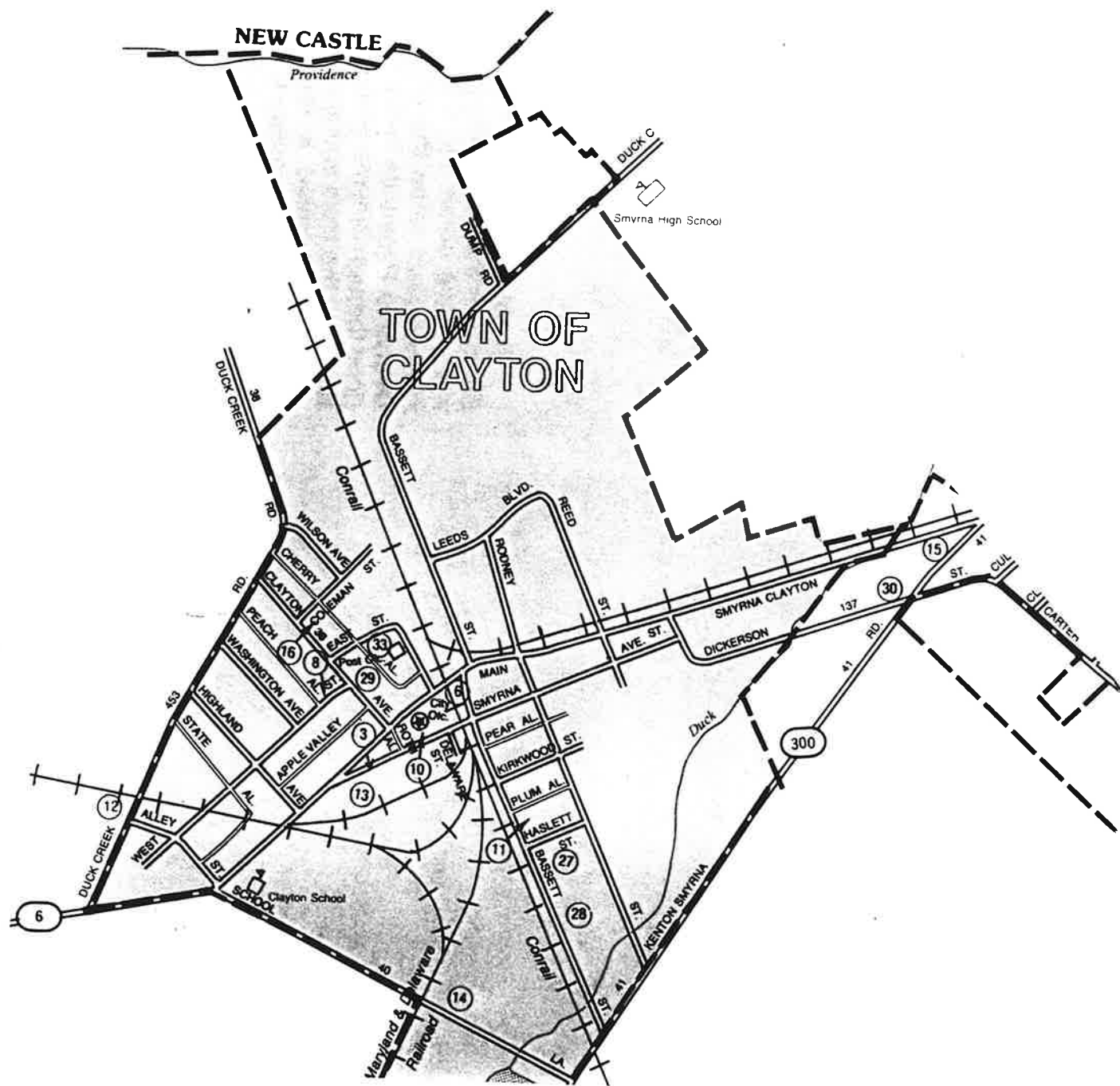
NEW CASTLE

Providence

TOWN OF
CLAYTON

Smyrna High School

Clayton School



treasurer of the County Board of Trustees of the Poor the same year and has since continued in the same responsible position. He served as school commissioner for several years. He owns a farm of two hundred acres of valuable land adjoining Leipsic.

Mr. Fenimore was married October 24, 1852, to Margaret Taylor, daughter of Henry Taylor, of Kent County, a descendant of one of the oldest families in the county. The children of this marriage were Matilda, married to William Hazel, now in business at Dover; John W. Fenimore, Jr., in business with his father at Leipsic, married to Jennie Wilson, of Kent County; Arthur married to Ida Clements in the spring of 1885, both dying of typhoid fever within four weeks in the fall of the same year. The two youngest sons, Henry and George Fenimore, live with their parents. Mr. and Mrs. Fenimore are members of the Methodist Protestant Church at Leipsic.

The post-office was established in 1836 with Robert H. More postmaster, who has been followed by Gilbert Crisfield, George Spicer and James D. Moore.

The Leipsic Canning Factory is the largest in the State. It was started in 1873 by Samuel W. Hall, of Dover, with a capital invested of fifty thousand dollars and a capacity of one million cans and employment for one hundred and twenty-five hands. In 1874, I. M. Lavin purchased the factory and since his death it has been conducted by his sons, under the firm-name of I. M. Lavin's Sons. Captain J. H. Fleming started his phosphate factory in 1877 and has been running since that time with a capacity of two hundred tons a year. The Hoeffcker Mill, four miles from Dover, on Little Creek, is one of the oldest in the county, having been built in the early part of the present century.

Leipsic now has about four hundred inhabitants. It was incorporated as a town in 1852, and the first commissioners were Alexander Laws, George W. Spicer and Westcott Campbell. David Crockett surveyed the town limits and Thomas P. Wall was the first alderman. The town records are missing from 1852 to 1863. The following is a list of officials since the latter date:

Aldermen.

Thomas P. Walls.....1863-73	H. M. How.....1883
James P. Lamb.....1873-74	Thomas P. Walls.....1884
Thomas P. Walls.....1874	Henry M. How.....1885
Henry M. How.....1875	Wm. F. T. Hulson.....1887
Thomas P. Walls.....1876-82	

Town Clerks.

Edward E. Palmer.....1863-64	Thomas Reed.....1879
H. M. How.....1865	H. M. How.....1881
Morris Conoway.....1870	Robert Collins.....1883
H. M. How.....1873	G. E. Potter.....1884
James Elderdice.....1874	James Story.....1885
James P. Lamb.....1875	John White.....1886
H. M. How.....1876	H. Raymond.....1887
H. Raymond.....1878	

Town Commissioners.

James Snow.....1863	John Marley.....1863
Thos. Kirkley.....1863	John Marley.....1864

H. T. Hoeffcker.....1864	Thos. R. Boyer.....1876
R. M. Hopkins.....1864	D. C. Hoeffcker.....1876
Rees Taylor.....1865	Wm. Freestone.....1877
P. Campbell.....1865	Wm. H. Rawley.....1877
W. H. Morris.....1865	Jeff. L. Campbell.....1877
P. Campbell.....1866	Farris Potter.....1878
Jas. Boggs.....1866	Wm. H. Rawley.....1878
John Parker.....1866	Thomas Parker.....1878
Samuel Hargadine.....1867	H. W. Stout.....1879
Wm. Freestone.....1867	Wm. H. Rawley.....1879
John Parker.....1867	John J. Werser.....1879
Wm. Freestone.....1868	H. M. How.....1880
Peter Campbell.....1868	Wm. H. Rawley.....1880
John G. Scotten.....1868	W. W. Parvis.....1880
Robt. M. Hopkins.....1869	Morgan Traux.....1881
J. W. Wilson.....1869	Wm. H. Rawley.....1881
Chas. Padlay.....1869	H. L. Wilson.....1881
H. T. Hoeffcker.....1870	Robt. Rawley.....1882
John Parker.....1870	Wm. H. Rawley.....1882
Wm. Fox.....1870	Wm. C. Ford.....1882
H. T. Hoeffcker.....1871	P. Lynch.....1883
John Parker.....1871	R. P. Collins.....1883
Wm. Fox.....1871	H. L. Wilson.....1883
H. T. Hoeffcker.....1872	Wm. H. Rawley.....1884
John Parker.....1872	Jeff. D. Campbell.....1884
Samuel Marshall.....1872	M. Traux.....1884
Peter Campbell.....1873	H. L. Wil on.....1885
Robert Rawley.....1873	Thos. P. Walls.....1885
Jas. Kirkley.....1873	R. O. P. Wilson.....1885
James Potter.....1874	John M. Knight.....1886
Thos. R. Boyer.....1874	P. Campbell.....1886
John Parker.....1874	Samuel Marshall.....1886
Thos. R. Boyer.....1875	John M. Knight.....1887
Farris Potter.....1875	James Dillen.....1887
D. C. Hoeffcker.....1875	Chas. F. Hoffman.....1887
Wm. Freestone.....1876	

CHURCHES.—The Muddy Branch Methodist Episcopal Church was established about 1800, a short distance from Leipsic, and was abandoned about 1837, when the church was built in Leipsic through the efforts of Rev. John S. Fury. The old building went into decay rapidly, and in 1849 the only trace left was the grave-yard. The building of 1837 is still standing, and forms the main church of the Leipsic Circuit. Prior to 1868 the Leipsic Church was a part of the Smyrna Circuit. The ministers of the church will be found in the list of ministers of the same circuit.

The Leipsic Methodist Protestant Church was organized June 3, 1865, with W. M. Smith, John G. Scotten, W. H. Moore, John Slaughter, Matthew Hutchinson, Samuel Butler, B. F. Hamm, Isaac Slaughter, Rees Taylor, Peter Campbell, Ferris Porter, T. P. Walls, George W. Clothier and Henry Wilson as the first trustees. Two thousand dollars were immediately raised for a church, and December 31, 1865, was fixed for the dedication of the new building. There were present Rev. J. D. Valient (who preached the first sermon), Rev. Thomas Downs, Rev. D. F. Ewell (minister in charge), and Rev. J. B. Merritt. The weather was unfavorable, and the dedication was postponed until January 28, 1865. Rev. J. B. Murray preached the dedication sermon. The building is forty-six by thirty-two feet, and cost \$2300. Immediately upon opening the church a revival meeting was begun, and eighty persons were enrolled as members. The church was supplied with ministers from the Kenton

and Clayton churches until 1883, when a separate station was established, and the following have preached here: Revs. George Smith, J. D. Lucas, McM. Thomson and B. W. Kindley. There is a grave-yard attached to the church.

Rev. M. Marselles attempted to form an Episcopal congregation in Leipsic May 10, 1869, and the following officials were elected for what was called Immanuel Church: Senior Warden, Andrew Spear; Junior Warden, G. W. Spicer; Vestrymen, Messrs. Clements, Eager, Wilson, Lamb, Hoeffcker, Hopkins and Denney. Bishop Lee confirmed a number of persons as members; but the congregation was dissolved after a few years.

CHAPTER LX.

KENTON HUNDRED.

KENTON HUNDRED is in the northwestern portion of Kent County, and was carved out of Duck Creek and Little Creek Hundreds, by an act of the Legislature, passed February 3, 1869, which recited: "The said new hundred shall be called Kenton Hundred, and shall embrace all that portion of Duck Creek and Little Creek Hundreds in Kent County, as at present constituted, lying on the west side of the west line of the Delaware Railroad."

This made the bounds of the new hundred as follows: on the north by Blackbird Hundred of New Castle County and Duck Creek; on the east by the Delaware Railroad; on the south by Dover Hundred and the Fork Branch of St. Jones' Creek, and on the west by the State of Maryland.

Some of the best farming lands of the State are in the hundred, they having been highly cultivated for years. Large quantities of peaches, wheat, corn and vegetables are raised.

About 1840, Simon Spearman, who lived on the Middle Alley road, on the farm now owned by Edward Streets, shipped the first peaches for market, and the return was so profitable that a number of the farmers planted trees, until to-day three-fourths of the land is planted with peach trees. The shipments from the various railroad stations have approximated in one year as high as three hundred thousand baskets. The year 1887 was one of the poorest ever known, and fifty thousand will cover the shipment.

The Little Duck Creek runs through the centre of the hundred, and the railroad facilities are excellent,—the Delaware Railroad running down the east side, the Delaware and Maryland through the centre and about one mile of the Kent County, Smyrna and Delaware Bay Railroad in the northwestern section. In 1880 the population was two

thousand eight hundred and seventeen. There has been no survey since the erection of the hundred, but the area is about thirty-five thousand acres.

EARLY SETTLEMENTS.—The hundred early attracted the attention of the English settlers, and in the earliest records mention is made of grants of land, both from the crown and the original proprietors, to English settlers. The descendants of these old families still comprise a majority of the inhabitants. Particularly is this true of the occupiers of the land comprised in what was known as the manor of "Freith."

The manor of "Freith" was one of the many manors in Pennsylvania and outlying territories laid off for William Penn, the warrant for this tract having been issued to the Surveyor-general May 3, 1683, and the land surveyed November 10th of the same year, and was returned as containing over ten thousand acres.

The Bristol Naval Store Co-partnership Company formed in Bristol, England, in 1714, and composed of William Down, Absalom Lloyd, Charles Horford, Edward Lloyd, Caleb Lloyd, George Whitehead and Richard Cool, merchants of that town. The object of the company was to plant and cultivate hemp in the colonies, and Benjamin Shurmer, of Kent County, formerly of Bristol, was commissioned to purchase a tract of land for that purpose. He took up of this tract three thousand one hundred and twenty-five acres on a branch of Duck Creek, on a warrant granted September 22, 1714. In 1706 Walter Dulany took up a large part of this land, which was conveyed to him, and embraced old surveys lying largely in the northwest corner of Kent County and in parts of New Castle County and Maryland. "Caudley's Adventure," on a branch of the Chester River, on the New Castle and Maryland line, was a portion, and was taken up in 1727. Several tracts of this same land were warranted to Captain Richard Smith, January 18, 1696, and patented in 1710. They were called "the remains of my Lordship's Gracious Grant," "Mitchell's Park," "Mitchell's Risque," "Jones' Adventure," "Ellinor's Delight," and "Beaver Dam."

The present holders of the Dulany land are Samuel and George Beck, Patrick Haniffee, J. L. Holt, Henry Holt, Jacob Hartman, Frank Bowers and Bernard Donnelly.

South of the Dulany land is the Blackiston tract, called the "Deer Park" tract, and containing two thousand two hundred and fifty-five acres, which was granted to Benjamin Blackiston, June 14, 1733, upon payment of forty-five pounds and two shillings to Lord Baltimore. The greater part of this land remained in the possession of the Blackiston family as late as 1850, and over four hundred acres of it is now owned by Miss Ann

Supreme Court of the United States,—Secretary of State Bayard appearing for Wartenby, and Reverdy Johnson, of Maryland, for the holders of the land. The case was decided in favor of Wartenby, and the tract of one hundred and seventy acres, embracing the entire town, was decreed as his property and that of his sister, Mrs. W. Harris, of Philadelphia. The holders had to make settlements with the new owners, and Wartenby disposed of his interest to Mrs. Harris, and gave Mr. Bayard one-fourth of the tract as a fee; they still own nearly all of Clayton. In 1867 Mrs. R. S. McConaghy started the *Clayton Herald* and ran it until her death, January, 1868, when it was sold to J. W. Spruance, and moved to Spruance City and its name changed to *Font Hill News*.

The town received a boom in 1885, when the Delaware Railroad's main office was moved there and with it I. N. Mills, the superintendent and a number of other officials and employees. April 15, 1887, the Legislature passed an act appointing Hon. James R. Williams, ex-Senator C. S. Pennewill, D. J. Cummins, George W. Whitaker and ex-State Treasurer Robert J. Reynolds to lay out the town, define its limits, and to hold an election for town commissioners. This duty they have performed and commissioners were elected. In 1887 there were sixty houses in the town, three general stores, kept by Abel Sevil, George Brockson and W. S. Reynolds, two millinery stores by E. O'Connor and Mrs. John Wright, three confectionery stores by John Casperson, Sarah A. Tims and W. H. Boggs, a wheelwright and blacksmith shop by Thomas Holliday, a lumber-yard by Hudson & Moore, J. Leinberger butcher, two hotels—the Bingham House, kept by William Whitlock, and the Hotel Stockle, by Michael Riley—and a drug store by Dr. Charles G. Harmonson. The population is about four hundred.

Kenton, the oldest town in the hundred, and situated near the centre, on the Delaware and Maryland Railroad, was first known as Lewis' Cross-Roads, afterwards as Groggtown, and by act of Legislature, in 1806, it was changed to Kenton. It was called Lewis' Cross-Roads, after Philip Lewis, who, in 1791, owned all the surrounding land, and laid out the roads in 1796.

The oldest house in the town is one now occupied by Mrs. Mary Green. It was built by Philip Lewis, and is of frame, and was moved to its present location about seventy years since. On the corner is an old brick house standing on the road, which was built shortly afterwards and used as the first general store in the town. The old hotel, still standing and known as the Kenton Hotel, was also built by him in 1809. It was occupied by William Arthur in 1811, and in 1812 by James Bayels, who run it for a number of years. Charles Hamm had it in 1843, and in the same year Thomas

L. Temple, a brother of Governor Temple, took it and ran it for a number of years; it is now in charge of Terance Carvin.

The post-office was started in 1860, and since that time the postmasters have been W. H. Taylor, John Wilds, William C. Jump, Joseph Roop, William H. Moore and W. Denny Wilds.

The town's main growth has been since the war, and the Legislature, on April 23, 1887, passed an act incorporating it into a town.

At present there are three general stores, kept by J. M. Arthurs, W. H. Moore and W. Taylor; a millinery store, two blacksmith shops and one drug store. There are sixty houses and a population of three hundred.

Blackiston's Cross-Roads was so named from the fact that when roads were laid out in 1764, running into Maryland, the land was owned by Benjamin Blackiston, and had been in the possession of the Blackiston family since 1684. At present there are twelve houses, a blacksmith shop, and a population in 1880 of fifty.

Downs' Chapel is also a cross-roads, the first building having been a store erected there by William Downs, in 1838. The chapel was built in 1842, the school-house having already been there. At present there are nine houses, two general stores and a population in 1880 of forty-five persons. The post-office was established in January, 1877, with James B. Messer, postmaster. There are two general stores, kept by Enoch S. Short and James T. Jacobs.

Brenford existed only as a railroad station until 1866, and was named after the Brenford farm, near there. On the 26th day of May, 1866, it was created a post-office, with J. P. Dickson as postmaster. He was succeeded, November 13, 1886, by L. H. Spruance. At present there are twelve houses and a population of sixty, one general store kept by L. H. Spruance, Boyer & Wallen, fruit and grain dealers, and J. G. & H. M. Farson, dealers in fruit packages.

Chesswold.—Shortly after the railroad was completed, in 1856, John S. Moore, who owned all the land upon which this town is located, opened a store in the building now occupied by James Brown, and was appointed postmaster, in which place he has been succeeded successively by J. Dawson, J. P. Jefferson, Thomas F. Moore and C. C. Boyer. From Mr. Moore the new town was called Moorton, and continued under this name until 1888. The town has improved rapidly the last few years, and now has thirty-five dwelling-houses, a population of two hundred, and the following places of business: general stores, W. L. Collins, James Brown and T. F. Moore; wheelwright, M. H. Palmatry; and Cooper Brothers, brick manufacturers and grain dealers.

MANUFACTURES.—Kenton has been devoted

almost exclusively to farming, and only up to within the past few years has there been any manufacturing interest outside of old grist-mills.

What is known as the Casperson Mill is situated on Duck Creek, about one mile and a half from Smyrna. The mill-site was condemned July 19, 1748. The mill was erected in 1760 by Samuel Griffen, and a dispute arose over the line and it was surveyed to John Griffen in 1797. In 1789 the mill, in an advertisement offering it for sale, is described as "a grist-mill in very good repair for grinding merchant work, and having to it a good dwelling-house suitable for merchant work." The mill remained in the Griffen family until 1820, and was afterwards owned by John Shellton, John Wright, Sarah A. Brown, John R. Rees, Robert Burchop, and in 1859, David S. Casperson purchased it. In that year a dispute over the line, which had been standing since John Griffen's time, arose between Casperson and a neighbor, George Buchannon, and Buchannon killed Casperson. His sons, David and James Casperson, owned it until 1882, when the present proprietor, Ezekiel Shaw, took charge. Shaw is a son-in-law of David S. Casperson.

The Murphey mill, about a mile above the Casperson mill on the same stream, was owned in 1832 by Samuel Murphey, who ran it as a grist, saw, and woolen mill, but shortly before his death changed it to a grist-mill. Samuel Murphey died in 1860, and up to 1880 the mill was run by David J. Murphey and Harry Murphey, sons of Samuel, and is still owned by David J. Murphey, and operated by Nathan Moore as a grist-mill. It has a capacity of about forty bushels a day.

The Cloak mill, situated on Little Duck Creek, about a mile and one-half from the Seven Hickories, was erected by Simon Kollock in 1790. He sold it to Ebenezer M. Cloak in 1824. Cloak died in 1867, and his son, Dr. E. M. Cloak, afterward ran the mill until his death, in 1886; since then it has been run by John Jewell.

Malcolm's mill is situated one and a quarter miles below Cloak's mill on Little Duck Creek, and is one of the oldest in the neighborhood, the site having been condemned by Thomas Alexander in 1806. It was a grist-mill for a long while, but was allowed to run down and was not used for some time. Samuel Keefner rebuilt it as a carding-mill in 1847, and connected with it a grist and saw-mill. He sold it to Samuel Daniels and it has been since that time owned by John Green, John Bell, John Logan and John Malcolm, the present owner, who conducts it as a grist-mill with a capacity of one hundred and sixty bushels a day.

The largest manufacturing enterprise in the hundred is the Delmarvia Fertilizer Company at Clayton. It was started in 1877 by A. Lee Cummins, and was purchased from him by the company

in 1883. In that year the establishment was incorporated, with John D. Burton, Thomas T. Lacey and Herman P. Hazel as incorporators. John D. Burton was elected president; Herman P. Hazel, general manager; and Thomas T. Lacey, secretary and treasurer and general superintendent. The capital stock is fifteen thousand dollars, and the capacity three thousand tons of phosphate a year.

J. B. Messick has a small phosphate factory at Kenton, which has been in operation since 1884, and has an output of one thousand tons. W. P. Wright, since 1879, has conducted a brick-kiln at Clayton, and manufactured between three hundred thousand to four hundred thousand bricks a year. John W. Graham, at Kenton, manufactures one hundred thousand bricks a year, and has been engaged in it for seven years.

Old brick-yards have existed on the farm of James Williams, near Kenton, about thirty-five years ago, but were abandoned in 1875. John T. Poor formerly had a yard in Kenton, but it has been out of use for several years. Another old yard was operated by Nathaniel Wilds, on what is now the Underwood farm, two miles from Kenton.

Being a fruit-growing country, the evaporation and canning of fruit is naturally one of the main industries. At Kenton, J. M. Arthur has a large canning establishment, built in 1882; capable of turning out two hundred and fifty thousand cans of fruit in a season. In the same town John W. Graham built, in 1882, an evaporator capable of turning out three hundred baskets a day.

Smith & Carson have a cannery with an output of thirteen hundred cans a day at Clayton, opened this year. Other evaporators are Hardcastle & Jones, opened in 1881, at Clayton, with an output of three hundred baskets a day; J. G. & H. M. Farson, built in 1882, at Brenford, an output of four hundred baskets a day; and Smith & Brown, at Moorton, built in 1881, and capable of using two hundred baskets a day.

N. T. Underwood has an evaporator which is used at several of these factories, and has increased the quality of the fruit.

William B. Bowman ran a distillery from 1862 to 1872.

SOCIETIES.—*Pillman Castle, No. 7, K. G. E.*, was organized at Clayton April 8, 1885, but interest failing, it ceased to exist, but was re-organized May 13, 1887, with forty-one members and the following officers: P. C., Thomas Downing; N. C., Wm. L. Gooding; V. C., Daniel Jones; Sir Herald, George Herne; Keeper of Exchequer, Charles Brown; M. of R., W. Colpitts; H. P., John Clifton; S. H., Hugh Fleming; C., Horace Wright; I. G., John P. Clifton.

Clayton Lodge, No. 10, I. O. G. T., was instituted March 10, 1886, with the following officers: W. C. T., Rev. C. M. Thomson; V. T., Miss Annie

its going to decay the Baptists rebuilt it of brick, thirty by twenty-five feet, in 1771, when the lot was conveyed by John and Philemon Dickinson. This house still stands, and was rebuilt in 1871 and is valued at four thousand dollars. The congregation and church were incorporated July 22, 1794. The late ministers have been: Rev. Peter Meredith, for seventeen years, and died at the ripe old age of ninety-five; Rev. Thomas Barton, for ten years, and Rev. Ephriam Rittenhouse, of Hare's Corner, who has been at the church for twenty-nine years.

In the graveyard attached to the church are buried a number of old families whose descendants still reside in the hundred, the oldest stone being that of Thomas Ringgold, who died February 21, 1790. Among the others are Jacob Anderson, August 30, 1792; Armah Wilds, October 25, 1802; the family lot of the Spruances, among whom is Presley Spruance, November 28, 1837, father of United States Senator Presley Spruance.

Blackiston Chapel was erected in 1787, the land being given by Benjamin Blackiston, and is located about two and one-half miles from the cross-roads of the same name. The old church was forty by sixty feet, and was erected from designs furnished by Bishop Asbury. It was for a number of years the largest in size on the Peninsula, exceeding Barratt's Chapel. The original trustees were Benjamin Blackiston, Abraham Parsons, Luke Howard, Richard Lockwood, William Kirkley, James Hall, Thomas Wilds, James Stephenson and Richard Shaw. The Methodists in the region, which was then a forest, held meetings on the farm of Benjamin Hazel before the church was erected. The old church was moved away in 1847, and the present building erected in its place. It is much smaller than the original church, being twenty-five by thirty feet, and valued at fifteen hundred dollars. In the old graveyard there is buried Rev. John Asay, an elder in the church, who died September 11, 1855; the early Hurlocks and a number of the Stevens family, all old settlers. Some of the ministers of the church have been, John Humphrey, Daniel Lambert, Thomas Leadman, W. C. Leibrandt, William Sumption, Thomas Hersey, J. B. Merritt, John P. Du Hamel, ——— Johns, Enoch Stubbs, Edward Newman, J. H. Adams, ——— Warner, R. J. Stevenson, T. L. Tompkinson, J. L. Houston, Samuel Thomson, Andrew Manship, T. J. Quigley and David Price.

Downs Chapel, three miles from Kenton, is the oldest Methodist Protestant church in this section, and was built upon land conveyed by James M. Downs to Lodiam E. Downs, Arwell Durborough and James E. B. Clark, trustees, December 4, 1842. The building was erected the spring of the following year. Previous to the erection of the

church, Rev. William Heritage came in the neighborhood and preached to large numbers in the woods, all that country being at that time a forest. After the church was built, Mr. Heritage was the first minister; he afterwards abandoned the ministry and became a manufacturer of patent medicines. During the pastorate of Rev. J. M. Yingling, the church was rebuilt. At present there are seventy-five members, with a building worth eight hundred dollars. The following ministers have since preached in the church: Rev. David J. Ewell, Rev. Dr. J. E. J. Ewell, Rev. Dr. A. T. Eversole, Rev. A. D. Dick, Rev. Wm. A. Crouse, Rev. Jas. M. Ellerdice, Rev. J. M. Yingling, Rev. W. J. D. Lucas, Rev. Charles M. Thomson, Rev. Benj. F. Brown, Rev. John Jackson, Rev. William Hamilton.

The Kenton M. E. Church is in the Smyrna Circuit, and was built in 1818 at the end of the town of Kenton, on the road leading to Downs Chapel. It was a frame building, twenty-four by sixty feet. The ground was donated and the building erected by Isaac Buckingham, Rev. John Durborough and James Scotten. Rev. John Durborough was a grand father of Bishop Cummins, of Kentucky, and the first minister of the church. Previous to the erection of the building, services were held at James Scotten's house. The old building was abandoned in 1877, and the present substantial building was erected in that year and was dedicated September 15, 1878, by Bishop Scott. The list of preachers will be found in the article upon the Asbury Methodist Episcopal Church of Smyrna.

Ewell's Methodist Protestant Church at Clayton was erected through the efforts of Rev. David J. Ewell, its present minister, and was dedicated December 30, 1860, by Rev. T. D. Valient, of Harford County, Md., assisted by Rev. John Roberts, of Centreville, Md. This is at present the only church in the growing town of Clayton and has a membership of fifty persons. The ministers who have supplied Downs Chapel have also been here.

SCHOOLS.—At the time of the passage of the school law, in 1829, Kenton Hundred had within its limits Schools Nos. 1, 2, 8, 9 and 10. Since that time there has been created Schools and Districts Nos. 49, 97, 212, 42 and 114.

District No. 1 is located between Districts No. 14 and No. 2, and in 1829 contained one school, between Blackiston's Cross-Roads and the M. E. Church, with twenty scholars between the ages of five and twenty years. The old log building was erected about 1800, and stood until 1854. The building then erected remained until 1886, when it was abandoned and a new building erected north of Blackiston's Cross-Roads, about two miles from the site of the old building. In 1886 there were fifty-five scholars.

The old log building used as a school for District No. 2, which is next to No. 1, was built in 1797, at the Alley Cross-Road. The school in 1829 contained twelve scholars and the district eighty-five children between the ages of five and twenty. In 1848 the old log building was replaced by a frame. Upon this being torn down in 1876 a neat structure valued at eight hundred dollars was erected. In 1886 there were forty-two scholars. One of the first teachers was John Palmetry, a staid old Friend.

District No. 8 was south of No. 1, on the Maryland line and the western part of what was formerly Little Creek Hundred. In 1829 there were seventy-five children between the ages of five and twenty years, but no school. In 1835, Jonathan Gordon and Captain Edward Attix (father of Thomas and Samuel Attix) interested themselves in having a school. Mr. Gordon donated the ground and Mr. Attix the greater part of the material and was one of its main patrons. From this fact it received the name of Attix's school-house. The building stood opposite Downs Chapel. About twenty years ago a new building was put up, which still stands one hundred yards from the old building. In 1886 there were eighty-two scholars.

Wilds' School-House was the name given to the school in District No. 9, for the reason the land upon which it was erected was given by Nathaniel Wilds, which has in its limits the town of Kenton, the building being located there. In 1829 there was a school-house a short distance below Kenton, with twenty scholars and eighty-five children between the ages of five and twenty. The old building was log and had been erected about 1800. It stood until 1839, when it was torn down and a frame building erected in its place. In 1885 the Legislature authorized the erection of a new building, the old one was abandoned and a fine brick building erected in the town of Kenton valued at three thousand dollars. In 1886 there was in it a graded school and primary with one hundred and twelve scholars.

District No. 10 is in the southeastern corner, and at the time of the passage of the school law, in 1829, was without a school building, but had seventy-five children. The land for a school building, was given by Israel Peterson, in 1835, and a building erected between Moorton and Moore's Corner. In 1860 this building was destroyed by fire, and a new one erected south of Moore's Corner, at a cost of one thousand dollars. It is still standing and in good condition. In 1886 there were thirty-five scholars.

District No. 49 is one of the new districts, and was laid out in 1846. The school building was erected in 1847, and a new building, costing six

hundred dollars, erected in 1886. In this year there were forty-five scholars.

In the extreme southern part of the hundred is District 97, erected within the last twenty years. The school built at first still stands, and had fifty scholars in 1886.

District No. 114 was erected by the Legislature, in 1885, out of District No. 1. A new building was built, out of money raised by taxation, costing eight hundred dollars, at Hazel's Corner. At the time of the annual reports there were fifty-one scholars in attendance.

The Clayton District is known as 119, and was cut out of Districts Nos. 2, 84 and 49, in 1873. The building was erected the same year at a cost of nine hundred dollars, out of funds advanced by A. L. Hudson. In 1887 an addition was built, and the school grade advanced, and another teacher employed. In 1886 there were sixty-four scholars. The new building, when completed, will make accommodations for about eighty pupils, and room for additional desks has been made to meet the increasing population of Clayton.

TOWNS.—*Clayton* is the largest town in the hundred, and is situated in the extreme north eastern part, and is next in importance to Wilmington as a railroad centre. It is thirty-six miles from Wilmington on the main line of the Delaware Railroad. In 1854, the time of the surveying of the railroad, there was not a house in the town; all the land being owned by Richard Tibbitt. Previous to that time a little village existed about a quarter of a mile away, called Jimtown. It was a great stopping-place for years for teams on their way to Smyrna Landing to unload grain. There was a large grove, and an old character, "Aunt Hetty Johnson" by name, sold beer and cakes to the drivers. Tibbitt gave ground for a depot and sold land for building-lots, and, in 1859, a hotel and store were built; the store being kept by Thomas B. Lockwood in a building now occupied by Abel Sevil. Up to this time it was known as Smyrna Station, and in 1867 was named by the Legislature Smyrna Station, but the inhabitants wanted it to be called Clayton, and in 1860, Alexander McConaghy sent an application to the Post-Office Department for the establishment of a post-office. This was granted, and upon his recommendation it was called Clayton, and he was appointed postmaster, a position he held until February, 1866, when John S. Casperson was appointed. The State recognized the name of Clayton at the last Legislature.

It was generally supposed that Tibbitt held a fee-simple in the land, but after his death the land was claimed by a William Wartenby, of San Francisco, on the ground that Tibbitt, in default of heirs, had but a life interest, and the reversion in fee was in him. The case was carried to the

Rails Along The Chesapeake

A History of Railroading on the
Delmarva Peninsula

1827-1978



John C. Hayman

the limits of the State of Delaware." A survey was made, but efforts to realize the necessary stock subscriptions fell short and the charter lapsed. This first failure occurred despite the best efforts of the railroad's most ardent supporter, John M. Clayton, who was one of Delaware's most prominent citizens and later gained fame as U.S. Secretary of State. The economic conditions of the times destroyed all hopes of accomplishing any of the three projects for some time.

In 1849, the charter of the Delaware Railroad was revived in a modified form, largely through the efforts of Samuel M. Harrington, Delaware's chief justice, who eloquently advocated its merits. Nothing was done, however, until 1852 when the State of Delaware

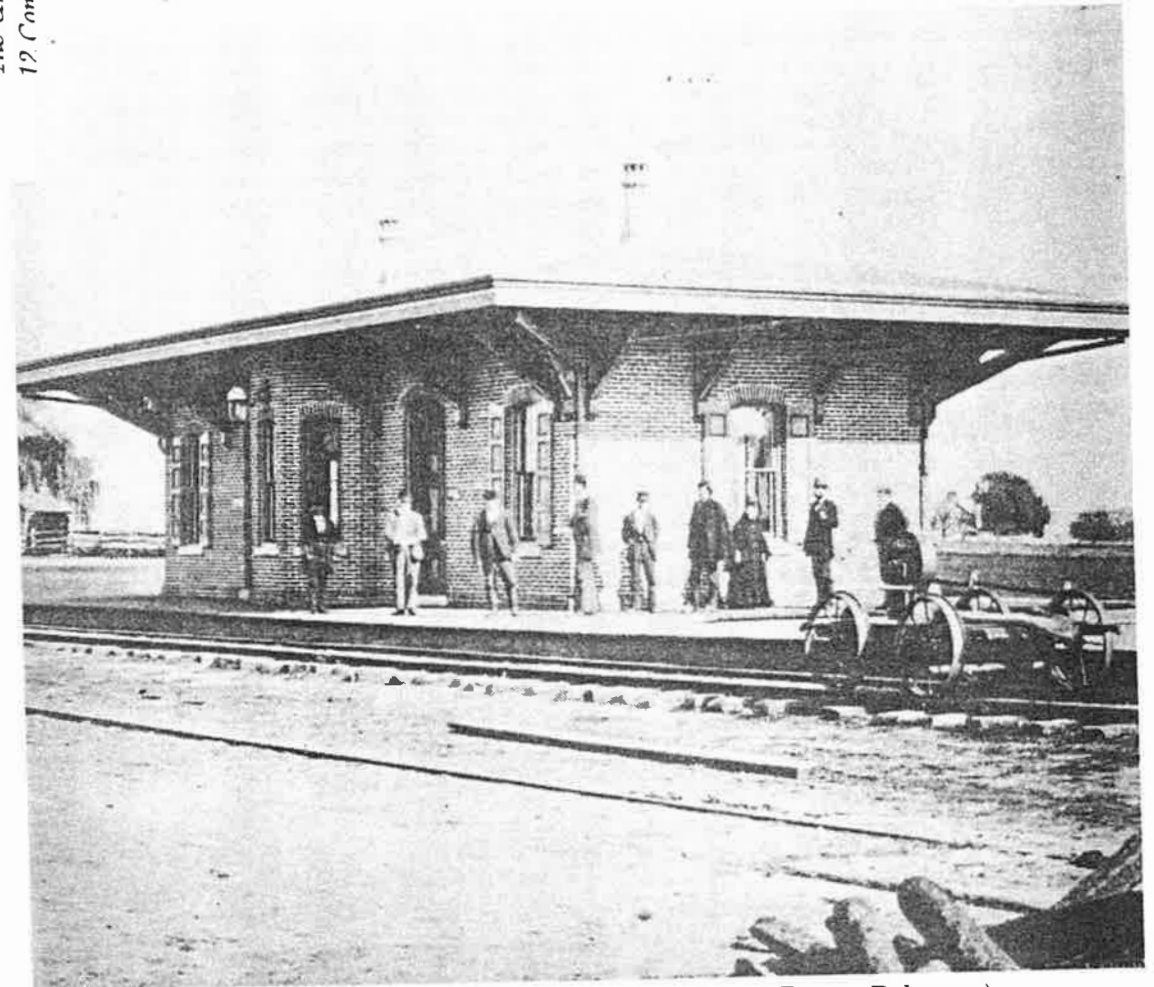


The station at Bear was quite an architectural gem and may well have been a private dwelling converted to railroad use. (Post Card from Caley Historical Post Card Collection - Smyrna, Delaware)

subscribed conditionally to 5,000 shares of the company's stock to be paid out of revenue derived from the New Castle & Frenchtown Rail Road as it accrued. Accordingly, the company was organized in May, 1852 with directors and officers appointed by the state, Samuel M. Harrington serving as president. In 1853 the Philadelphia, Wilmington and Baltimore Railroad became interested in the new railroad and a reorganization was effected wherein Samuel M. Felton, president of the P. W. & B., Charles I. DuPont, and others became directors of the Delaware road to represent that company.

Construction, which had begun rather tentatively the year before, was immediately pushed south from a junction with the New Castle & Frenchtown Rail Road between Bear and Glasgow. In 1854, when it became necessary to mortgage the property for \$200,000 in order to continue work, it was the P. W. & B. which guaranteed the bonds. When they still could not be sold, the P. W. & B. company advanced the money itself. The state came to the rescue in 1855 with a loan of \$170,000, secured by bonds endorsed by the P. W. & B. and stock owned by that company.

On May 4, 1855 the Delaware Railroad was leased to the P. W. & B. for 21 years with a renewal option, later exercised for a corresponding period, at six percent on the capital stock and bonds and one-half of the company's profits over that amount. Construction was delayed in

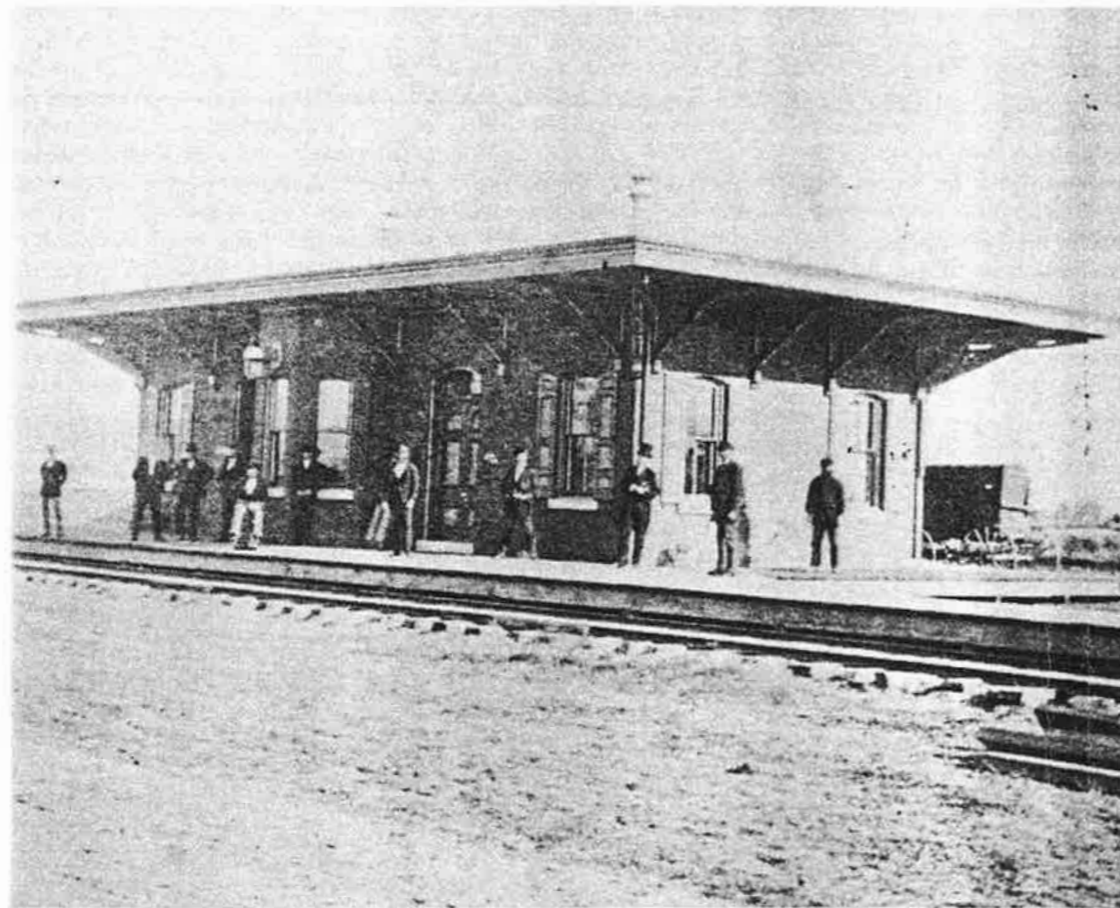


Kirkwood, Delaware. (Delaware State Archives, Dover, Delaware)

New Castle County by excessive demands for damages for the right-of-way, but was completed as far south as Middletown in August, 1855. In January, 1856 the line reached the state capital of Dover. On December 11, 1856, the Delaware Railroad was opened to Seaford, a total of 70.6 miles. At this time Seaford was considered the railroad's goal and completion to that point was the culmination of the greatest internal improvement project ever undertaken in the state. It generated excitement on the level of the first Moon landing more than a century later. Consequently, this event was accompanied by imposing ceremonies, special excursion trains were greeted by volleys of cannon fire, and many of the state's most prominent citizens, including Governor Causey, made congratulatory speeches.¹

The Delaware Railroad did have charter authority to build to the southern border of the state and there had been discussion of extending the line to Tangier Sound in Maryland, the original terminal of the proposed Eastern Shore Rail Road. No definite plans were made to accomplish this until after the railroad had been "completed" to Seaford, however. In the "Engineer's Report of Preliminary Survey of the Unfinished Portion of the Direct Route between Philadelphia and Norfolk; comprising the Eastern Shore Railroad and Extension of the Delaware Railroad," which was written in December of 1858, the survey's engineer, E. Q. Sewall, Jr., superintendent of the Delaware Railroad, made this note at the outset:

It is due to all concerned to state, that it was by a subscription among individuals (chiefly in Wilmington and Laurel, Delaware, Salisbury and Princess Anne, Maryland,



Wyoming, Delaware. (Delaware State Archives)

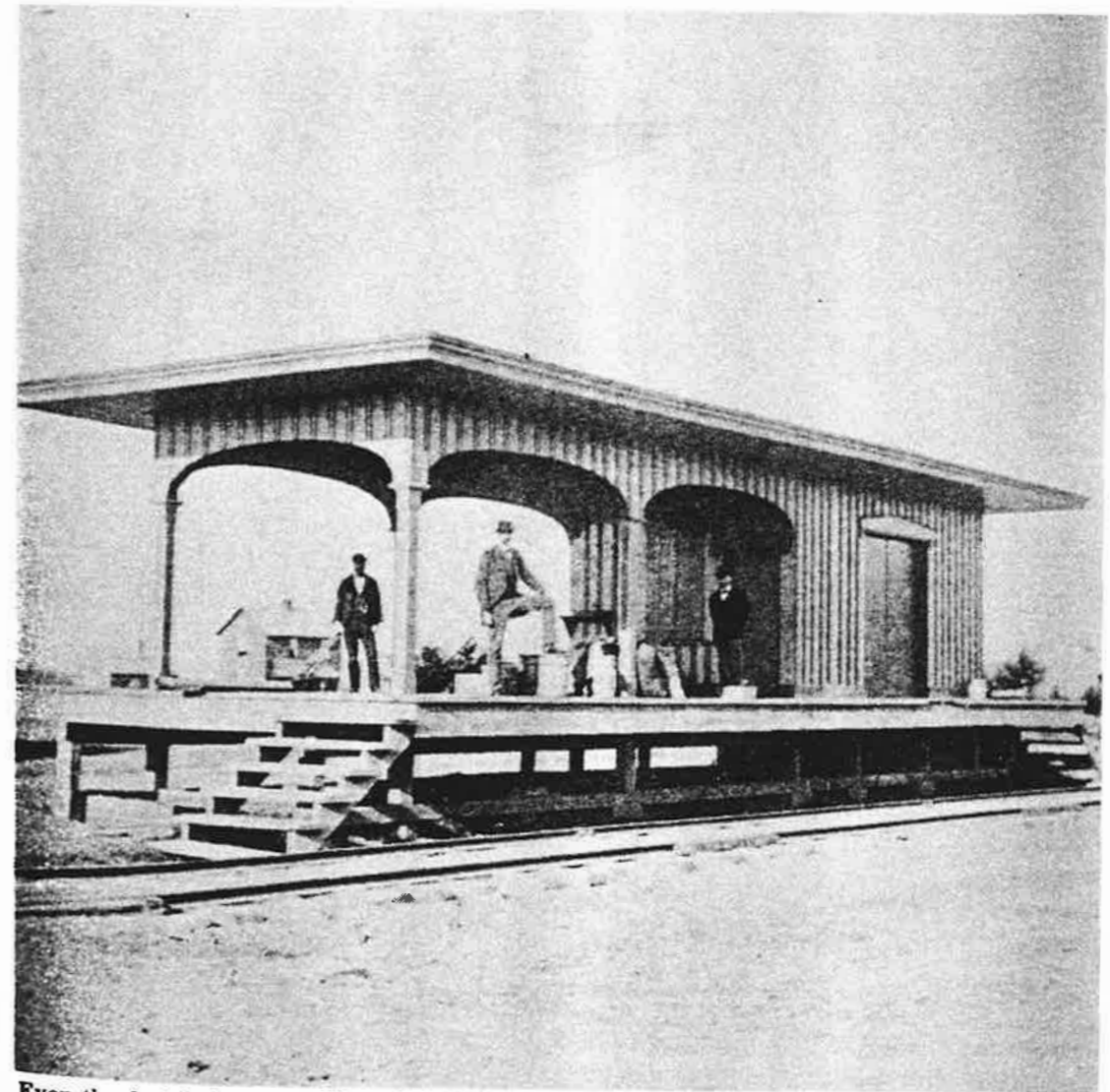
the P. W. & B. who succeeded President Harrington of the Delaware Railroad upon his death in 1865. Milford Jct. was originally known as "Clarke's Corner," but was renamed in 1856 when it was designated as the point from which a branch road to Milford would diverge. The name was changed in 1859 to "Harrington" in honor of the first president of the Delaware Railroad. The station of Prettyman's Corner was discontinued at a very early date. The name of the station at present-day Greenwood was originally selected by the railroad as "St. Johnstown," an old post town in the vicinity. However, when a townsite was laid out around it, the place was called "Greenwood" due to the abundance of holly trees in the area.

When, in 1859, the Delaware Railroad was extended to Delaware's southern border, the end of the line was called "Delmar," taking the first three letters of the names of the two states which met there. Intermediate points were Laurel and Broad Creek, just north of Laurel. By 1861 stations had been established at Blackbird, south of Townsend, and at Bridgeville, south of Greenwood. By 1868 there were stations at Sassafrass Road, south of Blackbird; Brenford, south of Clayton (earlier Smyrna Station); Dupont, south of Mooreton; Willow Grove, south of Wyoming; Plymouth, at Canterbury Station; and Bacon, south of Laurel. The town of Sassafrass was, and is, way over in Maryland and the station of Sassafrass Road became Green Spring in 1871. The town of Willow Grove was about five miles west of the station. There was a town and post office of Fredonia at the site of Willow Grove Station. In 1869 the name was changed to "Woodside," the present name of the town. In the 1860's a group of New Englanders, the American Baptist Home Mission Society, attempted to found a model community, named "Plymouth," about two miles south of Canterbury Station. It never

amounted to anything, but for a short time there was a station of Plymouth listed in the railroad's timetables. It apparently was not a separate stop, though, as the times shown are the same as for Canterbury.

The junction of the Delaware Railroad with the Pennsylvania & Delaware Railway, which was laid across the Delaware road north of Kirkwood in 1873, became known as "Porter." By the 1880's there was a station established at Armstrong, between Mt. Pleasant and Middletown, and by the turn of the century there was a station at Ross, between Cannon and Seaford.

When the Delaware Railroad was being built, the line was surveyed so as to pass about one mile west of Smyrna, along the most practical engineering route. In order to divert the railroad directly through their town, the residents of Smyrna were called upon to invest a huge sum, about \$40,000, to make up for the added cost. This the town could not manage at that early date. Thus, the railroad went through as planned and the station for Smyrna was erected one mile west of town, near a place called "Jimtown."² Within ten years of the completion of the railroad, the need was felt for more direct and convenient transportation for the town. Accordingly, in 1866 a subsidiary of the Delaware Railroad, the Smyrna Station and Smyrna Railroad



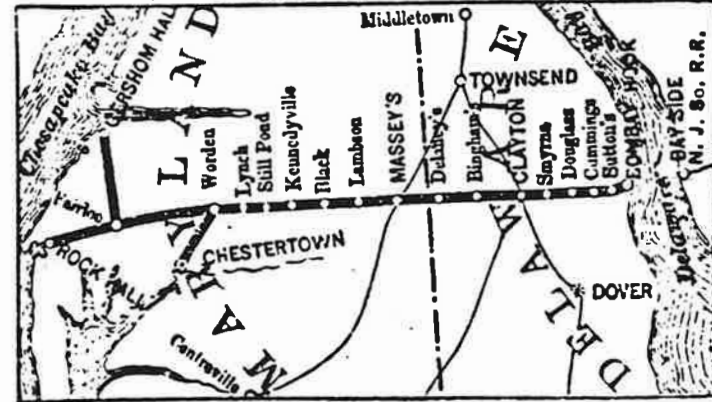
Even the freight house at Wyoming, Delaware was a little fancy. (Delaware State Archives)

Opened in September of 1873, the new railroad was 18 miles long.² The small resort of Woodland Beach developed at the end of the line.

The railroad was evidently in poor financial condition, the company's resources drained by its ambitious construction efforts. Problems seemed to abound from the beginning. It's recorded in the *Kent News* that on March 3, 1872, shortly after the line was opened to Chestertown, the train was stuck in a snowdrift and the crew was finally forced to proceed to Chestertown with just the engine. The next day it brought back the passenger cars, but upon arriving at Chestertown the locomotive inexplicably switched onto the turntable, demolished a handcar, and did some damage to the enginehouse. The passenger cars rolled off the end of the track. The Queen Anne's & Kent Railroad's engine had to be sent for to pull the Kent County Railroad back on the track. Less amusing was a strike which occurred in 1874, shutting down the line. Throughout, however, one service was maintained; the mail was carried as far as Worton by handcar.

As the Kent County Railroad was located in the most northerly region of the Peninsula, snow seemed to plague the line much more severely than others. The many stories and photographs recounting efforts to combat snow along the line attest to this fact. A deep cut about 100 yards east of the Chestertown depot was the scene of fierce snow fighting on a number of occasions. More often than not, the snow won, as it did on December 26, 1876. On that day the regular train was snowbound in this cut. A locomotive dispatched to rescue the stranded train became stuck in the same drift. With the road's entire roster tied up in one snowdrift, it might have been easier to wait for the spring thaw before resuming operations.

KENT CO. AND SMYRNA & DELAWARE BAY R. RS.
 JOHN F. BINGHAM, President. | C. M. HURLEY, Secretary & Treas.
 FRED. GERKER, Gen. Manager. | General Office—Chestertown, Md.

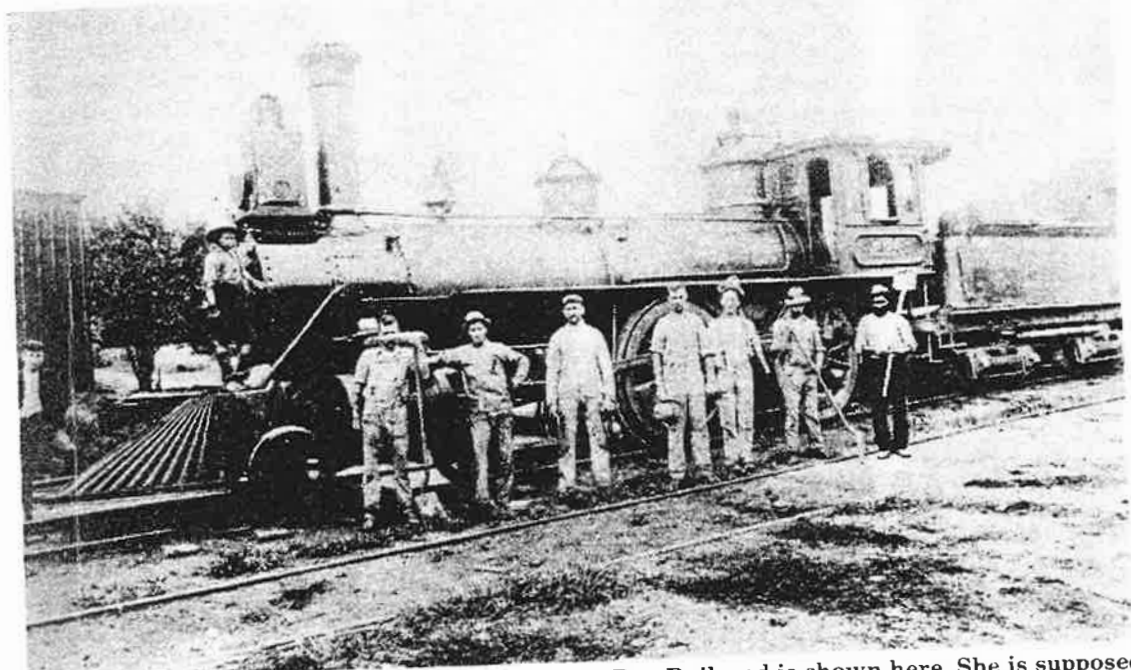


Pas.	Pas.	Pas.	M	September 20, 1880.	M	Pas.	Mix.
P. M.	A. M.	A. M.		LEAVE [ARRIVE]		P. M.	P. M.
9 25	7 05	10 05		lv. Baltimore		3 28	3 25
5 15	8 10	11 45		lv. Philadelphia arr		2 55	2 55
				(Philadelphia time.)			
P. M.	A. M.	P. M.		lv. Wilmington arr		P. M.	P. M.
8 20	9 35	1 05		lv. Middletown arr		12 07	9 05
7 35	10 05	2 08		lv. Bombay Hook ar		11 26	9 30
				lv. Clayton arr			
8 10	11 10	2 40	10	lv. Bingham's		3 10	3 35
8 25	11 25	2 55	14	lv. Delaney's		2 10	2 35
8 35	11 40	3 00	17	lv. Massey's Junc.		2 10	2 35
8 50	11 55	3 15	20	lv. Lambson		2 10	2 35
9 05	12 10	3 30	24	lv. Black		1 18	9 45
9 15	12 20	3 40	27	lv. Kennedyville		1 15	9 30
9 25	12 35	3 50	30	lv. Still Pond		1 12	9 15
9 30	12 45	4 00	33	lv. Lynch		1 9	9 00
9 40	12 50	4 05	35	lv. Worton		7	8 55
9 45	1 00	4 10	37	lv. Chestertown		5	8 45
10 00	1 15	4 30	42			0	8 30
P. M.	P. M.	P. M.		ARRIVE [LEAVE]		A. M.	P. M.

* Daily; † Thursday only; ** daily, except Thursday.

Reproduced from THE OFFICIAL GUIDE ©© 1881 N.R.P. Co.

An article appeared in the *Kent News* on February 12, 1876 under the heading of "A Little Railroad Squabble." It seems that the Queen Anne's & Kent Railroad's officials were upset because the Kent County Railroad was running its trains into Clayton to connect with the Delaware Railroad, instead of into Townsend as before. Prior to construction of the Smyrna & Delaware Bay Railroad, the Kent County Railroad had operated its trains over the Queen Anne's & Kent's leased line, the Townsend Branch Railroad, to reach the Delaware Railroad at Townsend. The Kent County company had, of course, paid a fee for use of this trackage which was missed by the Queen Anne's company. To get back at the Kent County Railroad, the Q. A. & K. tried to extort a \$400 annual payment from the company for using about 400 feet of its track at Massey, which was needed to reach the Bombay Hook extension. However, Kent County line officials found that there were regulations governing the charges which could be made in such situations and that the maximum allowable in this case was \$70, which was promptly paid.



Locomotive No. 235 of the Baltimore & Delaware Bay Railroad is shown here. She is supposed to have been a former Lehigh & Susquehanna Railroad engine built by the Baldwin Locomotive Works. Photograph was taken in the 1890's. (Smithsonian Institution)

One of the locomotives on the Kent County Railroad seems to have been easily diverted from the right-of-way. She was the *Delaware* and we find that on August 25, 1875, the engine derailed at Black's due to a misplaced switch. Efforts to re-rail her failed until three o'clock the next morning when a Cape May excursion train returning from Bombay Hook arrived to help. Less than a week later, on August 30, the *Delaware* was again off the track, this time at Worton. Another mention of motive power on the Kent County road is found in a short article in the *Smyrna Times* of November 20, 1875:

The old locomotive "Thomas Clayton," so long anchored on the Bombay Hook Railroad, off this town, has been purchased by the Junction & Breakwater road. She has been nicely fixed up and will be re-christened and called No. 4. She was bought for \$1,500.

These locomotives were old P. W. & B. engines, probably used by that company in operating the line and then sold to the Kent County Railroad when it began independent operation. Poor's

rights hereof be
over thereunto be
ing and the re-
venues and profits
concerned property
of them the said
J. M. Cracken
and however of in
and parcel there
above described
revenues hereby
not so to be with
d. Robert L. Luy his
only proper use
his heirs and
assigns J. M. Cracken
and Admin-
istrators grant
Robert L. Luy his heirs
assigns J. M. Cracken
redemption and

erally acknowledged this Indenture to be their deed
and the said Sarah J. M. Cracken being at the same
time privately examined by me apart from her hus-
band acknowledged that she executed the said In-
denture willingly without compulsion or threats
or fear of her husband as displeasure given under
my hand and seal of office the day and year
above said

J. B. Sutton & Co.
St. Georges Delaware

Received for Record October 24th A.D. 1867.

A. C. Shannon Recorder

This Indenture made the Twenty first
day of October in the year of our Lord one thousand and
eight hundred and sixty seven Between the Trustees
of the Union American Church located of New Castle
County in the State of Delaware party of the one part
and Peter Wright, Jesse Porter, Stephen Wiley, David Miller
son, and Robert Miller all of the County of New Castle

said School Committee party of the other part witnesseth that the said Trustees of the Union American Church hold for and in consideration of the sum of one dollar lawful money of the United States of America unto them well and truly paid by the said the School Committee above named at and before the sealing and delivery of these Presents the Receipt whereof is hereby acknowledged have granted bargained sold aliened enfeoffed released conveyed and confirmed and by these presents do grant bargain sell alien enfeoff release convey and confirm unto the said the School Committee above named and to their successors in office All the following Lot or piece of Land situate lying and being in Red Skin Hundred in the County and State aforesaid the same being bounded and described as follows to wit Beginning at a point in the Public Road leading from the Canal Paved Bridge to Kirkwood and being a corner also for Charles Lum, and running thence with his land South forty eight and three quarter degrees East eighty five feet to a stone, thence South forty degrees West thirty five feet to a stone, thence North forty eight and three fourths degrees West eighty five feet to a stone, thence along the center of the Public Road North forty degrees East thirty five feet to the first mentioned stone and place of Beginning containing within those bounds an perch of Land be the same however more or less. The above Lot or piece of Land being a part of a Lot or piece of Land which certain Thomas W. McBracken by his Indenture duly executed under his hand and seal bearing date the Twenty Third day of August in the year of our Lord one thousand eight hundred and sixty seven for the consideration therein mentioned did grant and confirm unto the Trustees of the Union American Church and to their successors reference being had unto the said Indenture Recorded in the office for Recording Deeds at New Castle in and for New Castle County aforesaid in Book N Vol 9 Page 127 & may more fully and at large appear Together with all and singular the Houses Buildings Orchards Gardens improvements ways woods waters watercourses rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the reversions and remainders rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever of them the said Trustees of the Union American Church and their successors in law and equity or otherwise of or in and to the said Lot or piece of Land and parcel thereof to the said School Committee the said above mentioned and

Copied for reference only from the original
in the custody of the Division of Historical
and Cultural Affairs, Department of State,
Hall of Records, Dover, Delaware.
Permission for reproduction ~~must~~
be obtained.

VJH:1116

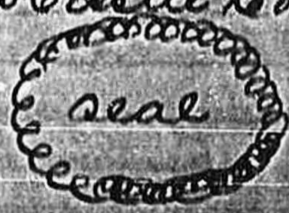
described lot or piece of Land hereditaments and premises hereby granted or mentioned or intended to be with the appurtenances thereto belonging unto the said School Committee and their Successors in office and assigns to and for the only proper use and behoof of the said School Committee and their Successors in office and assigns forever. And the said Trustees of the Union American Church for themselves and their Successors in office Executors and Administrators both by these presents covenant grant and agree to and with the said the School Committee of record and their Successors in office and assigns that they the said Trustees of the Union American Church and their Successors all and singular the hereditaments and premises herein above described and granted or mentioned or intended to be with the appurtenances unto the said the School Committee of record and their Successors and assigns against them the said Trustees of the Union American Church and their Successors and against all and every other Person or Persons whatsoever lawfully claiming or to claim the same or any part thereof by from through or under them the said Trustees of the Union American Church or their Successors or any of them shall and will by these presents warrant and forever defend In Witness Whereof the said Trustees of the Union American Church by their Chairman have hereunto set his hand and seal Dated the day and year first above written

Sealed & Delivered }
 in the presence of }
 J. B. Smith }
 S. B. Sutton }
 Stamps }
 50c }
 Robert L. King }
 Chairman of the Board }
 of Trustees of the Union }
 American Church }

Received the day of the date of the within Indenture of the within named the School Committee the sum of One Dollar being in full of the consideration money therein mentioned

Witness Present {
 Chairman of the Board
 of Trustees of the Union
 American Church

State of Delaware
 New Castle County S. S. Be it Remembered That on this Twenty First day of October in the year of our Lord one thousand eight hundred and eighty seven personally came before me Saml. B. Sutton a Notary Public for the State of Delaware Robert L. King Chairman of the Board of Trustees



NCC Deeds
N 8, p. 431

a Notary Public for said State Thomas M. Cracken and Sarah F. M. Cracken his wife Parties to this Indenture personally known to me as such and severally acknowledged this Indenture to be their deed. And the said Sarah F. M. Cracken being at the same time privately examined by me apart from her husband acknowledged that she executed the said Indenture willingly without compulsion or threats or fear of her husband's displeasure given under my hand and seal of office the day and year aforesaid

J. B. Sutton, N.P.

St Georges, Delaware

Received for Record October 24th A.D. 1867.

A. P. Shannon, Recorder

This Indenture made the Twenty Third day of August in the year of our Lord one thousand eight hundred and sixty seven Between Thomas M. Cracken of Pencader Hundred New Castle County and State of Delaware and Sarah F. M. Cracken his wife of the one part and Robert Guy, Stephen Wright, William P. Roy, Richard Anderson, Benjamin Dickson, Snock & Guy, and Isaac Porter of the same County and State aforesaid Trustees of the Church called "The Union American Church" of the other part Witnesseth that the said Thomas M. Cracken and Sarah F. M. Cracken his wife for and in consideration of the sum of one hundred and Twenty five Dollars lawful money of the United States of America unto them well and truly paid by the said Trustees at and before the sealing and delivery of these Presents the Receipt whereof is hereby acknowledged have granted bargained sold conveyed enfeoffed released conveyed and confirmed unto the said Trustees and their heirs and assigns forever by these presents a good bargain, sale, alienation, enfeoffment

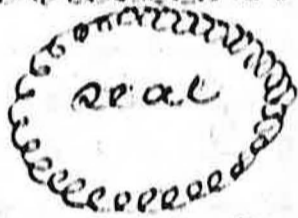
the same on any part thereof from or under him them or any of them shall and will by these presents warrant and forever defend In Witness whereof the said Thomas W. M. Bracken and Sarah F. M. Bracken his wife have hereunto set their hands and seals Dated the day and year first above written.

Sealed & Delivered } US
in the presence of } Stamps.
Annie M. Bracken } \$1.00
S. B. Sutton } Thomas W. M. Bracken
Sarah F. M. Bracken

Received the day of the date of the within Indenture of the within named Trustees the consideration money therein mentioned in full
\$125.00

State of Delaware

Newcastle County S. S.



Be it Remembered That on this Twenty Third day of August in the year of our Lord one thousand eight hundred and sixty seven personally came before me S. B. Sutton a Notary Public for said State Thomas W. M. Bracken and Sarah F. M. Bracken his wife Parties to this Indenture known to me personally to be such and severally acknowledged this Indenture to be their deed and the said Sarah F. M. Bracken being at the same time privately examined by me apart from her husband acknowledged that she executed the said Indenture willingly without compulsion or threats or fear of her husbands displeasure given under my hand and seal of office the day and year aforesaid

S. B. Sutton N. O.
St. Georges Delaware

Received for Record October 24th A. D. 1867.

H. P. Shannon, Recorder

624

This Indenture made the Twenty Third day of August in the year of our Lord one thousand eight hundred and sixty seven Between Thomas W. M. Bracken of Pencader Hundred Newcastle County and State of Delaware and Sarah F. M. Bracken his wife of the one part and Robert Leuy of Red Lion Hundred in the same County and State of aforesaid of the other part Witnesseth that the said Thomas W. M. Bracken and Sarah F. M. Bracken his wife for and in consideration of the sum of Seventy five Dollars and fifty three cents lawful money of the United States of America unto them well and truly paid

N-Exp 427

erally acknowledged this Indenture to be their deed
and the said Sarah T. Mibracken being at the same
time privately examined by me apart from her hus-
band acknowledged that she executed the said In-
denture willingly without compulsion or threats
or fear of her husband's displeasure given under
my hand and seal of office the day and year
aforesaid

S. B. Sutton & Co.

St Georges Delaware

Received for Record October 24th A. D. 1867.

A. P. Shannon Recorder

64

This Indenture made the Twenty first
day of October in the year of our Lord one thousand and
eight hundred and sixty seven Between the Trustees
of the Union American Church located of Newcastle
County in the State of Delaware party of the one part
and Peter Wright, Jesse Perrier, Stephen Wiley, Daniel Wil-
son, and Robert Miller all of the County and State aforesaid

58 234 1867
58 337 1866

said Col^d School Committee party of the other part wit-
 nesses that the said the Trustees of the Union American
 Church Col^d for and in consideration of the sum
 of One Dollar lawful money of the United States of
 America unto them well and truly paid by the said
 the School Committee above named at and before the
 sealing and delivery of these Presents the Receipt where-
 of is hereby acknowledged have granted bargain-
 sold aliened enfeoffed released conveyed and con-
 firmed and by these presents do grant bargain sell
 alien enfeoff release convey and confirm unto the
 said the School Committee above named and to
 their successors in office All the following Lot or piece of
 Land situate lying and being in Red Pine Township
 in the County and State aforesaid the same being
 bounded and described as follows to wit Beginning
 at a point in the Public Road leading from the Canal
 Paved Bridge to Kirkwood and being a corner also for
 Charles Lum, and running thence with his land South
 forty eight and three quarter degrees East eighty five
 feet to a ~~stone~~, thence South forty degrees West thirty
 five feet to a stone, thence North forty eight and three
 fourths degrees West eighty five feet to a stone, thence
 along the center of the Public Road North forty degrees
 East thirty five feet to the first mentioned stone and
 place of Beginning containing within those bounds
 ten perches of Land Be the same however more or less.
 The above Lot or piece of Land being a part of a Lot or
 piece of Land which a certain Thomas W. McCracken
 by his Indenture duly executed under his hand
 and seal bearing date the Twenty third day of Aug-
 ust in the year of our Lord one thousand eight hun-
 dred and sixty seven for the consideration therein
 mentioned did grant and confirm unto the Trustees
 of the Union American Church and to their successors
 reference being had unto the said Indenture
 Recorded in the office for Recording Deeds at New
 Castle in and for New Castle County aforesaid in
 Book N Vol 8 Page 127 he may more fully and at large
 appear Together with all and singular the Houses
 Buildings Orchards Gardens improvements ways
 woods watercourses watercourses rights liberties privi-
 leges hereditaments and appurtenances whatso-
 ever therein to belonging or in any wise appertain-
 ing and the reversions and remainders rents issues
 and profits thereof and all the estate right title in-
 terest property claim and demand whatsoever of
 them the said Trustees of the Union American Ch-
 urch in law equity or otherwise however of in and
 to the same and every part and parcel thereof To
 have and to hold the said above mentioned and

described lot or piece of Land hereditaments and premises hereby granted or mentioned or intended as to be with the appurtenances thereunto belonging unto the said School Committee and their Successors in office and Assigns to and for the only proper use and behoof of the said School Committee and their Successors in office and Assigns forever And the said Trustees of the Union American Church for themselves and their Successors in office Executors and Administrators doth by these presents covenant grant and agree to and with the said the School Committee aforesaid and their Successors in office and Assigns that they the said Trustees of the Union American Church and their Successors all and singular the hereditaments and premises herein above described and granted or mentioned or intended as to be with the appurtenances unto the said the School Committee aforesaid and their Successors and Assigns against them the said Trustees of the Union American Church and their Successors and against all and every other Person or Persons whosoever lawfully claiming or to claim the same or any part thereof by from through or under them the said Trustees of the Union American Church or their Successors or any of them shall and will by these presents warrant and forever defend In Witness Whereof the said Trustees of the Union American Church by their Chairman have hereunto set his hand and seal Dated the day and year first above written

Sealed & Delivered
in the presence of
Joh. Smith
S. B. Sutton

US
Stamp
50c

Robert Leary ^{his} ~~Signature~~
Chairman of the board
of Trustees of the Union
American Church

Received the day of the date of the within Indenture of the within named the School Committee the sum of one dollar being in full of the consideration money therein mentioned

Witness Present {

Chairman of the Board
of Trustees of the Union
American Church

State of Delaware
New Castle County Ss: Be it Remembered That on



this Twenty First day of October in the year of our Lord one thousand eight hundred and sixty seven personally came before me Samuel B. Sutton a Notary Public for the State of Delaware Robert Leary Chairman of the Board of Trustees

Copied for reference only from the original
in the custody of the Division of Historical
and Cultural Affairs, Department of State,
Hall of Records, Dover, Delaware.
Permission for reproduction must
be obtained.

Volume

Ms-A-131/1865

The Smyrna Times.

JOS. H. HOFFECKER, EDITOR.

Smyrna, Del.,

Wednesday Afternoon, Oct. 27th.

THE "TIMES" is published every Wednesday afternoon by JOSEPH H. HOFFECKER, Editor and Proprietor, at Smyrna, Delaware.

TERMS—SUBSCRIPTION—One year \$2.00 in advance, or \$2.50 if not paid till the end of the year. No paper discontinued until all arrears are paid—only at the option of the Publisher.

ADVERTISEMENTS will be inserted at the rate of Seven Cents a line for the first insertion; subsequent insertions Three and a-half cents. A liberal discount made to quarterly, semi-annual and yearly advertisers.

It was generally supposed, a week ago, that Andy Johnson would be elected to the U. S. Senate by the Tennessee Legislature. But he has been defeated, thanks to the better judgment of the Tennesseans, and men of all parties express gratification thereat. Very few believed that he would be of any service to the country, and many of those who wanted him sent to the Senate merely desired it as a matter of spite to Congress. They thought he would make a plague spot to annoy the Radicals. A man named Cooper was elected over him by the extreme Republicans and extreme Democrats. Cooper was a Union man during the war, and is a conservative, it is said.

We see it stated by the *Gazette*, upon the authority of a member of the Legislature, that there is a probability of the Governor convening the General Assembly in extra session this winter to take the State tax law into consideration. It is to be convened at the request of the Philadelphia, Wilmington & Baltimore Railroad Company, it is said, who desire that some more definite understanding may be arrived at by said Co. with regard to their tax.

There must be "some other axe to grind" besides this if such a thing is in contemplation. The Railroad Company can get any information it may desire through the expounders of the law, and the party in power is hardly well enough disposed towards that Company to run the State to the expense of an extra session of the Legislature just because they ask for it. The heads of the party have been rather chary of their favors to this Company heretofore.

We think that Wilmington's case is one of the matters that the Legislature will have an eye to if it be convened. The "Nine Wards' Bill," passed by the Legislature last winter, did not prove as effectual in winning that city over to the Democrats in the recent municipal election as was expected, and this, added to the action of the Republican Councilmen in declaring a seat in the Council vacant that had been filled by a Democrat, has convinced the Democrats that something more must be done to get the city out of the control of the "Rad-

to basket makers, wagon makers, shipping agents, &c. The capital and labor thus employed is immense. We have a basket making establishment in our midst (Mr. Mahood, Clayton) which, for several months, employed about \$2000 per week and sometimes as many as seventy or eighty hands. He manufactured about 130,000 baskets. From 4000 to 5000 baskets were also made by hand by the Messrs. Archer of this town. Several thousand dollars were also realized here by shipping agents and others, besides hundreds of dollars paid to parties employed in various ways, not to speak of the pickers, canning employes, &c. Hundreds of dollars were made by women and children in this State this summer that would not have come to them at all had it not been for the peach crop.

STATE AND LOCALS.

SHORT ITEMS.—Col. Lem. Roberts, a very prominent citizen of Queen Anne's co., Md., was killed last week, an account of which is given in the Maryland items.

The negro woman who died by having her legs crushed by the cars at Dover, last week, was the wife of Alex. Laws, of that town. Some one told her the train would not stop and she tried to jump off whilst it was in motion.

The October term of the Superior Court and Court of General sessions of the Peace and Jail Delivery commenced at Dover on Monday.

Asst. Surgeon Geo. S. Calbreth, U. S. N., of this town, has been assigned to duty at the Naval Hospital, New York city.

L. C. McMahon, of Felton, was knocked down and robbed of \$218 in Phila., last Friday, by three men who made themselves particularly agreeable to him on the train from New York city.

The Junction and Breakwater Railroad is completed to Lewes.

Judge Hall has appointed Chas. G. Rumford, Esq., of Wilmington, Clerk of the U. S. Courts for the District of Delaware and U. S. Commissioner, vice Hanson Harman, Esq., resigned.

By a notice in another column it will be seen that there are to be three national camp meetings held next summer.

A schooner belonging to Capt. Daniel Outten, of Concord, Sussex county, struck a rock near the mouth of the Susquehanna River, on Monday, the 13th instant, knocking a hole in her side, and filling her with water.

A Band of Hope has been organized in Middletown. The members, mostly children, are pledged not to drink intoxicating liquors, chew tobacco or swear. Adults are also joining it.

Millford now has a telegraph office.

It is rumored that the projected railroad between Harrington and Queenstown has been abandoned, notwithstanding work had already commenced on the road.

In the case of Geo. Lockwood, (col.) vs. Elizabeth A. Gumm, in the Sussex court, last week, the negro was acquitted as soon as the evidence was heard. This was an alledged case of rape, for which there was no foundation at all.

Hon. Charles Sumner will lecture in Institute Hall, Wilmington, Del., November 24th on "The Question of Caste." Gough is to lec-

The
The p
Associati
19th inst
the "T
made by
is repres
had bett
tively."
and is c
the hand
which w
him that
sure an
the righ
carry ex
State, a
such chi
sooner w
we had
commiss
a friend
the Stat
our inter
powerfu
market.

RELIG
evening
town, co
trative o
an expla
bitor, di
School.
the exh
taining
house fi
Wyon
existent
this tim
ed with
ture. J
it appea
the pu
borderit
and gen
the dam
member
things i
resented
by prea
doublet
work bo
The c
of a new
near thi
op Way

THE (C
land up
in doubt
ago. T
Tibbett,
tate and
Sheriff
Bailey o
previous
deeded
turn det
B. Smit
the afc
the Rail
depot si
ton, the
the titl
was bro
years a
tried to
but fail
named J
ew of M
b the s

was knocked
la., last Friday,
lves particular-
in from New
er Railroad is
has. G. Rum-
k of the U. S.
are and U. S.
rman, Esq., re-
it will be seen
al camp meet-
Daniel Out-
struck a rock
inna River, on
king a hole in
ter.
anized in Mid-
y children, are
g liquors, chew
so joining it.
ffice.
ed railroad be-
town has been
rk had already
ood, (col.) vs.
sex court, last
as soon as the
as an alledged
s no foundation
cture in Insti-
November 24th
ough is to lec-
n into last Wed-
ut \$50.
has raised the
the Early Rose
ushel planting,
person that cau
Monday night,
ick was formed.
me," &c.
ommissioners of
th each other.
r goods on the
ant. The mat-
ts.
such indecent
e authorities are
f their parents
e suppose it is
t suppose the
y parents.
the "Dover
West and J.
nglish Classical
nited under the
riate Institute,"
ncipals. They
boys in regular
parts of the Pen-
ast week claim-
out three-fourths
d county build-
was given, some
d on which most
of the lease be-
are entertained
e Baptists had
The following
McGouigal, J.
A. Y. Euston.

ed with the usual excitement of a religious na-
ture. The minister of the charge has of late,
it appears, been preaching, both in and out of
the pulpit, a gospel of rather severe cast,
bordering on the old style of "Oh ye hypocrites
and generation of vipers how will ye escape
the damnation of hell." At this some of the
members and friends, doubtless not finding
things in their hearts and lives so bad as rep-
resented and for other reasons, have retaliated,
by preaching to the minister a similar gospel,
doubtless thinking it a poor rule that won't
work both ways—"Long m y they wave." *
The colored people will lay the corner-stone
of a new church at Carrolton, in the "Neck,"
near this town, next Sunday afternoon. Bishop
Wayman is expected.

THE OWNERSHIP OF CLAYTON.—Again the
land upon which Clayton is situated is placed
in doubtful ownership, as it was several years
ago. The land formerly belonged to Richard
Tibbett, by right of entailment. He died intestate
and insolvent, and the farm was sold by
Sheriff to Dr. Daniel, of this town and M.
Bailey of Kenton, the entailment having been
previously broken by Mr. Tibbett, he having
deeded the land to Mr. Isaac Hazel, who in
turn deeded it back to Mr. Tibbett. Hon. N.
B. Smithers drew the deed, it is said. After
the aforesaid entailment was thus broken
the Railroad Company purchased the present
depot site through the late Chancellor Harrington,
the President who was fully satisfied with
the title. We believe the entailment was
was broken to effect this sale. About three
years ago a reputed brother of Mr. Tibbett
tried to claim the land by right of entailment,
but failed in his effort. Now a gentleman
named John Whortenby, claiming to be a neph-
ew of Mr. T. is seeking ownership of the land
b the same right. He has employed Messrs.
T. F. Bayard and W. G. Whiteley as counsel,
and issued writs of ejection to several
tenants. Mr. W.'s family formerly lived near
this town. He now hails from California.

CRANBERRIES.—D. B. Kinder, near Horsey's
Cross-Roads, Sussex co., planted, about nine
years ago, a little less than an eighth of an acre
of marsh land in cranberries, and not expect-
ing them to do any good, he paid no attention
to their culture. A few days ago he picked
from the vines 13 gallons of fruit. The fruit
can be raised on ground fit for nothing else,
and with much less trouble, and more profit
than anything else.—*Commercial.*

Banking House of John McLear & Son,
607 Market street. We receive money on de-
posit subject to check at sight (in the same
manner as with National Banks) and interest
allowed. We negotiate promissory notes,
bonds, &c., at current rates. Collections made
everywhere in the United State and Europe,
Dividends and Coupons promptly collected.
We buy, sell and exchange all issues of Govern-
ment Loans at market prices. Orders promptly
executed for the purchases or sale of Delaware
State Bonds. Wilmington City Loan, Dela-
ware R. R. Stock and all other first class se-
curities. Applications for insurance in the
Delaware Mutual Life Insurance Company, re-
ceived at this office.

The "Wilmington City Soap" is the most effective
clothes washer of the day; one pound of it is worth
three times its cost to any family. It is a beautiful
Solid Soap, in one pound bars, and neatly wrapped
and stamped. Made by Moore & Bro., Wilmington,
Delaware.

John McLear & Son, Bankers, are author-
ized agents for the Lake Superior and Mississipi
R. R. Co., offer their first mortgage bonds
at 96 and interest, also the Wilmington &
Reading R. R. Co., and offer their First Mort-
gage Bonds at 85 and interest.

vicinity who are experienced in such matters.
But instead of making any attempt to get the
boat off, the crew sold a few things at greatly
reduced rates, and setting fire to the craft con-
sumed the whole in one grand conflagration.
continued on their journey to Norfolk.—*New-
town Gazette.*

Henry A. Clough, who left Centreville five
years ago to seek his fortune in the west, has
been recently elected Judge of the Probate
Court of Denver city and Arapahoe county,
Colorado. He is a printer.

**INTERNAL REVENUE OFFICER IN A QUAN-
DARY.**—A short time since a man appeared at
Crisfield in a small boat about the tonage of a
double-end canoe, peddling bibles and sacred
pictures. He had coasted all the way down
the Bay, and on his arrival at Crisfield repaired
to a religious meeting going on in the neigh-
borhood. A person who was with him in the
canoe was found peddling pictures which led to
the arrest of both. They were taken before
Justice Harvey Johnson who fined them \$25.
Whilst the owner of the canoe, like Midship-
men Easy, was "arguing a point" with the
Justice, his comrade disappeared and has not
since turned up. The prisoner said he was
not paying \$25 to every Justice of the Peace he
met; that the man he had with him was a pas-
senger who had no authority to meddle with
his pictures. That he was not bound to take
out license anyhow, and that he would go to
jail sooner than pay the \$25. He was accord-
ingly conducted to Princess Anne with his
hands tied behind him. But lo! a difficulty
here arose as to whether he could be imprison-
ed for debt; whether the fine was a debt and a
host of other very notty "pints" which would
have put Mr. Easy in a very extatic state of
delight.

In the meantime the man who sits at the
Receipt of Customs has been woefully at a loss
how to rate and assess the prisoner. He is not
a "pedlar travelling with one horse" not a
"pedler travelling with two horses" nor a
"pedler traveling with more than two horses
or mules" neither is he a "pedler travelling on
foot or by public conveyance," he travelled in
his own boat, wherein he appears to be a law
unto himself; but what it is the Assessor can't
find out. A man who is smart enough to
checkmate the modern Publicans ought to re-
ceive a free license for life, from the Govern-
ment to transact all kinds of business.

THE NATIONAL CAMP-MEETING COMMITTEE.
—A meeting of this committee was held in
Philadelphia on Wednesday to select the place
in which to hold the annual camp-meeting next
year. So many applications were received for
the holding of the meeting in various sections
of the country that finally it was determined
that three meetings should be held—the first
in the vicinity of Boston, on June 4; the sec-
ond at Oakington, Md., on the Philadelphia
railroad, on July 12, and the third near Chica-
go, on August 9th—each meeting to continue
ten days. In the evening a public meeting for
religious exercises was held in the Green Street
Methodist Episcopal Church, on Green street,
above Tenth, when addresses were delivered
by Rev. J. S. Inskip, of Baltimore, president
of the committee; Rev. Wm. McDonald, of
Boston; Rev. Wm. Gray, of Philadelphia, and
others.—*Philadelphia Ledger.*

**THE SUPREME COURT AND THE YERGER
CASE.**—Some months ago Colonel Yerger, of
Jackson, Miss., shot the military Mayor of that
city, because of his seizing for taxes a piano in
the residence of Yerger, but which, it seems,
was not his property. The killing was a delib-
erate, cold-blooded affair, and the only attempt
made to palliate it by the friends of the mur-
derer was in the assertion that Yerger was in-
sane and had been for many years. He was
arrested, tried by a military tribunal, found

were most
decrease in ex-
service—app-
lions. The
compared wi-
son's Admini-
half of 1868.

THE PRINCE
said, will be
day. The F
the late prog
country, is li
Prince. In
the meantime
ants to the t
be presumed
teens, and a
clared full g
is not difficu
monarchy to
whether tha
by a woman
ter tarry at
Balt. Sun.

HIS FIRST
acting as p
tion is the
fore the pu
it to make
Fugitive Sl
the signing
death warr
made acco
view of du
matter has
man's cons
of the peop
there for t
and will n
ance even

THE GOV
the great g
the narrow
bulls have
are watchi
millions fr
to keep th
good behav
co and the
have serve
honest me
good thing
lame duck

A young
er being d
her, recent
ding, Ct.,
ting by th
go back, b
the woods
swamp, an
tance was
was unabl
ing been o
have peris

FATHER
our latest
Hyacinthe
monk of
now know
world to
possessed
ing to the
to come b
law takes
possessed.

The tot
died in de
corded in
Quarterm
193,000.
records of

Smyrna Sun Times

Oct. 27, 1869

Copied for reference only from the original
in the custody of the Division of Historical
and Cultural Affairs, Department of State,
Hall of Records, Dover, Delaware.
Permission for reproduction must
be obtained.

Volume

The Smyrna Times.

Smyrna, Del.,

Wednesday Afternoon, June 21st.

THE "TIMES" is published every Wednesday afternoon by JOSEPH H. HOFFMEYER, Editor and Proprietor, at Smyrna Delaware.

TERMS—Subscription—One year \$2.00 in advance, or \$2.50 if not paid till the end of the year. No paper discontinued until all arrears are paid—only at the option of the Publisher.

ADVERTISEMENTS will be inserted at the rate of Seven Cents a line for the first insertion; subsequent insertions Three-and-a-half cents. A liberal discount made to quarterly, semi-annual and yearly advertisers.

A meeting of "Union Republicans" was held in Baltimore on Thursday, and the following "recommendations" made for candidates for State officers: For Governor, the Hon. Jacob Tome, of Cecil; for Attorney General, the Hon. George A. Pearce of Alleghany; for Controller, J. Henry Sellman of Anne Arundel. The meeting also authorized the appointment of a State Central Committee. The Baltimore *American* opposed the movement, as antagonistic to the regular Republican organization.

RAILROAD ON DIT.—There is a current rumor hereabouts that the P. W. & B. R. R. Company are completing negotiations for the purchase of the Maryland & Delaware Railroad. We do not know what grounds there are for the rumor except that President Hinckley and other officers of the P. W. & B. went over the M. & D. road yesterday. There seems to be an impression abroad that the M. & D. road expects to sell and that the P. W. & B. Co. expect to buy, but they cannot make the negotiation each at its own price.

MR. GREELEY AND THE DEL. GAZETTE.—The Delaware *Gazette*, always ready to make a point against a "Radical," particularly such a shining light a Horace Greeley, made the following statement last week:

"A good many years ago, Greeley came to Wilmington to lecture, and was paid what was then thought a high figure—we think about \$75. Mr. Greeley took the money and carefully counted it over, pointing out several notes that were one or two cents below par."

This has made Horace mad, and he comes down on the *Gazette*, or its editor, in his proverbially strong, homely, Anglo-Saxon style. As it is well enough to hear both sides of a question, we give the reply of Mr. Greeley:

Whoever is responsible for this story is a liar, whose baseness affords at least an excuse for the retention of the whipping-post of Delaware. We do not believe there was ever a lecture committee in Wilmington mean enough to pay its lecturers in depreciated paper; if there ever was, Mr. G. is so fortunate as to have escaped any dealing with it.

THE DEMOCRACY OF DELAWARE—As we supposed, and as we stated last week, the Democratic press of this State as yet stands by the "dead issues." The *Delawarean*, in its last issue, thus gingerly refers to the subject:

"The arrivals and departures in the political world are not giving the Delaware Democracy much trouble. They are content to let each State paddle its own canoe in the fashion it deems best. Delaware still stands by the record it made in 1870 and goes in for a white man's government by white men."

For the present it doesn't matter much where it stands, or whether it stands at all or not. But wait until next year, when the National Democratic party shall erect its platform. Then the "Delaware Democracy" will have to stand up and answer to its name and we feel pretty sure that it will stand on the "New Departure" platform now being built and answer "present" in as clear a voice as any other De-

STATE AND LOCALS.

SHORT ITEMS.—Wilmington rejoices because the census shows that during the past ten years it has overtaken and passed the cities of Portland, Me., Savannah, Ga., and New Bedford, Mass.

As the train was returning from Milford on Wednesday evening the engine ran over and killed four head of cattle near Georgetown depot.

On the 15th of July the term of Col. M. W. Allen, Register of Wills, in and for Sussex co., expires, and there are hosts of applicants for the office—Loxley R. Jacobs, Wm. Hitch, Shepard P. Houston, Nath. W. Hickman, and others.

The steamer *Pilot Boy* will not make any more Sunday excursions to Port Penn.

Samuel J. Wood, John Hare, Solomon Hersey, R. B. McDonnell, and Wilson Serafton of Wilmington, are a committee appointed by the Sons of Temperance to act with a Good Templar committee, to make arrangements for the holding of a State Temperance Convention.

There were 5,984,000 lbs. of small fruit shipped over the Delaware, Phila., Wil. and Balt. R. R. during the month of May, 1871, against 2,112,000 lbs. in May, 1870. Increase 3,872,000 lbs.

Mr. A. P. Crockett, residing near Middletown, sold last week, a calf fifty-two days old weighing 268 pounds.

The Peach Growers' meeting at Odessa, on Saturday week, was not well attended, and adjourned, without transacting any business, to meet again on the 8th of July next.

Thos. J. Vandegrift and William Biggers, of Odessa, on Tuesday week, in the patch of Polk & Hyatt, picked 190 quarts of raspberries—95 quarts each. At 2½ cents per quart, their wages amounted to \$4.75.

Calvary Episcopal Sunday School, of Wilmington, had a pleasant excursion to Collins' Beach last Friday. There were about three hundred and fifty persons.

The excursion to New York and West Point, from Wilmington takes place to-morrow. Great inducements are offered to go on the trip. Read the adv.

A blind horse, attached to a team ran away in Wilmington last week, and dashed into a show window on Tatnal st., creating destruction among some china ware.

Jacob Whitaker, residing in Farmington, Kent co., died very suddenly of dysentery last Wednesday afternoon, after an illness of only four days.

Ex Senator Jas. A. Bayard has arrived home from Europe.

Mr. Jas. W. Spruance is building additions to his hotel at "Minnehaha," and otherwise improving the place. Mr. L. P. Campbell has rented the place.

The wheat crop, throughout Kent and Sussex will be harvested this week, and it is generally agreed that the yield is good and the quality unsurpassed.

Dr. B. Brown Williams, well-known throughout the country as a lecturer on Psychology and kindred subjects, has located permanently in Milford. He designs establishing a Medical Institute, with Turkish and Russian Baths, &c.

A lady—a Mrs. Lea—is running a photograph saloon in Newark.

A Key Check for 25 cents or a stencil plate complete 60 cents. sent post paid.

Address J. E. WORDEN, Smyrna, Del.

A young friend has sent us a well-written report of the proceedings of the Kappa Gamma Society, a literary association connected with Prof. Reynold's school, in Wilmington, but it's too long for publication.

All the farmers want now, since the recent rain, is warm weather to make the corn "jump."

At the late commencement of Dickinson College, held on the 9th inst., two Delawareans received the degree of Master of Arts; viz: Rev. Wm. P. Davis, of Milton, and Isaach C. West, esq., of Dover.

A woman named Pellun, of this town was put in the lockup on Monday night for disturbing the peace of Methodist and Delaware sts., whilst having a little family jar in the street with her husband, both being intoxicated.

We learn that the body of a dead man was

AN EXCITEMENT ON THE STREET QUESTION.

—On Monday evening of last week a special meeting of the Town Commissioners was held for the purpose of opening a public street through from Methodist to North st., through the grounds of the M. E. Church, twenty feet wide. An ordinance to open such a street was passed about two years ago, and the nominal sum of about \$380 was awarded as damages to the Church, but the appropriation was rejected by the Board then in office. The matter lay dormant until recently, when a few individuals, anxious for the street, and fearing the proposed improvements on the Church would prevent its being opened, donated from their private purses a sum sufficient to reimburse the town. This special meeting was called to accept the appropriation rejected by the former Board and thus secure the opening of the street. The action being of a hasty character, two of the Board, Messrs. Van Gasken and Cooper, insisted upon postponement, that the citizens might be apprised of it and a full Board act in the matter—two being absent. Their motion finally prevailed and a postponement was effected till Wednesday night. The Methodists, on learning of the action, next morning, were greatly incensed. Had the three Commissioners, Messrs. Jefferson, Wilds and Flick, succeeded in getting the appropriation carried and authorized the opening of the street, it would have put an end to the improvements on the Church and most likely have led to litigation in the courts, as the Trustees of the Church would have tried to procure an injunction. Some of the largest subscribers to the Church fund insisted on withdrawing their subscriptions. On Wednesday evening a motion was made to repeal the ordinance, which was defeated by a tie vote, Voshell, Van Gasken and Cooper in the affirmative, Mr. Sharp being absent.

The improvements on the Church will take up about ten feet of the twenty between the Church and the parsonage and the design on the part of the negative Commissioners seems to have been to provide for the opening of the street before the plans for the Church were definitely formed, on Tuesday. The proposed street would be but an alley at best, and to have stopped the Church improvement and thus discommode five hundred persons, for the sake of an alley that could benefit but few, would have been against the wishes of perhaps seven-eighths of the citizens of the town. Evidently the Commissioners who wanted the street overlooked the fact that they are merely representatives of the town when acting in an official capacity; and it is also evident that they were aware that they were not representing the town, else they would hardly have acted so stealthily to accomplish their personal desires.

U. S. CIRCUIT COURT.—*Richard Mitchell vs. Worden & Evans, and James Whartonby vs. Dr. Wm. Daniel, Mason Bailey and James Gilmore.*—The U. S. Circuit Court, Judge Strong on the Bench, convened in Wilmington yesterday (Tuesday) when the two cases named above were brought to trial.

In the case of *Richard Mitchell vs. Worden & Evans*, for an alleged infringement of a combination patent on an improved peach basket, the counsel for plaintiff, Mr. Massey, asked the court to postpone the hearing of the case. The counsel for defendants, Richard Harrington, objected, and insisted on a hearing at once. The court named Tuesday, peremptorily, for a hearing. Subsequently, the plaintiff's counsel discharged the rule to show cause.

In the case of *Whartonby vs. Daniel, Bailey, and Gilmore*, the trial is still in progress, and the argument of counsel is being heard to-day. The evidence in the case yesterday was mainly to prove that there is such a person as Whartonby. It appears that he has never been seen by his counsel and is not now upon the "stage of action." The case is generally known to our citizens, it being a suit to eject the defendants from the tract of land near this town, formerly known as the Tibbett farm, upon which the village of Clayton, the railroad tracks, depot, &c., are situated. It may be well to refresh the minds of our readers in regard to the case, so we will quote from the *Commercial's* report of the proceeding of yesterday:

The facts in the case, briefly stated, are that the property in question belonged to one James Tibbett, who died, leaving it by will to his son, Richard Tibbett, or the heirs of his body. In case he died without issue, it was to go to James Tibbett's daughters, and in case they died

The
met
senta
J.
M.
wait
requ
ma
com
effec
Gove
whic
ter n
upon
Peac
defen
the p
that
this
the s
lions
hou
num
& B
that
resol
J.
mem
proc
if ne
in so
num
to su
ter f
Phil
ent y
M
Will
mitt
A
miss
bask
for a
Th
try t
on p
ping
per b
socia
Do
De
of re
tract
river
ming
The
patc
ed th
field,
pass
ing l
work
build
datio
struc
twent
Then
tion c
solid
was t
it off
and t
ing b
also c
and t
split
house
circu
aroun
dama
of th
cattle
large
witho
they
the d
from
confu
sound
\$1000
Th
popu
Bay
been
Vincl
land

Suzanna Turner
June 21, 1871

Myrna Linn

June 28, 1871

The Smyrna Times.

Smyrna, Del.,

Wednesday Afternoon, June 28th.

THE "TIMES" is published every Wednesday afternoon by JOSEPH H. HOFFECKER, Editor and Proprietor, at Smyrna Delaware.

TERMS—SUBSCRIPTION—One year \$2.00 in advance, or \$2.50 if not paid till the end of the year. No paper discontinued until all arrears are paid—only at the option of the Publisher.

ADVERTISEMENTS will be inserted at the rate of Seven Cents a line for the first insertion; subsequent insertions Three-and-a-half cents. A liberal discount made to quarterly, semi-annual and yearly advertisers.

Thus far two Democratic papers on the Eastern Shore have come out in favor of the "New Departure," the Cambridge *Chronicle* and the *Bachelor*, published at Salisbury. The most of them, however, are mum, like their contemporaries of this State. But the Easton *Star* is fighting it strong, and sees as much danger in it as there was in 1860 when Douglass promulgated his "squatter sovereignty" doctrine and bursted up the Charleston Convention.

THE TOUR OF THE RAILROAD MEN.—The excursion over the various railroads of the Peninsula last week was for the purpose of giving Bayard Taylor such information as he desired to "write it up" for Harper's *Magazine* for August. Such was the information given to a gentleman of this town by Supt. Kenney. An artist accompanied the excursionists, so that both the pencil and the pen will be brought into service to show up this fertile region, which is now attracting so much attention from the country at large.

NEW DEPARTURE.—The Wilmington *Commercial* and Smyrna *Times* are giving themselves unnecessary trouble about the future position of the Delaware Democracy. We advise them to keep calm, their attachment to Sambo will not be disturbed. But really have they not taken a new departure? Have they abandoned the whipping-post? We have heard but little from them on that grave question for some time. Talk to us, gentlemen, about the whipping-post, that is your happiest theme.—*Delawarean*.

The New Departure is evidently troubling the Saulsbury organ very seriously when it refuses to speak of it itself and tries to beg us not to. When it shall have been "whipped in" it will doubtless keep its readers posted on party movements. Then we can find time to talk to it about the whipping post, unless we are kept busy in exposing the jail job, about which it is a so mum.

THE BAILEY-DANIELS-WHARTONBY LAND SUIT.—Elsewhere we give a synopsis of the opinion of Judge Strong in the Clayton land suit, in which he instructed the jury to return a verdict that Mason Bailey, Dr. Wm. Daniel

STATE AND LOCALS.

The civil engineers commenced the survey of the Bombay Hook railroad yesterday.

Harrington makes an excursion to Lewes on the 4th, for benefit of its M. E. Parsonage.

Red Lion Camp Meeting commences in Moore's Woods, August 10th.

Miss May Chapman is lecturing on phrenology in Wilmington.

The Milford *Mutual Friend* suggests that a State Educational Convention be held in Wilmington next Fall.

A party of gentlemen of this town are about chartering a vessel for a sail down to the Cape May regatta.

The E. Zion M. E. Sabbath School of Wilmington (colored) make an excursion to Bombay Hook to-morrow.

The Second Baptist Sabbath School of Wilmington will make an excursion to Spruance's Beach on the 3d—Monday.

The Milford Fruit Preserving Company requires 2,500 bushels of fruit or vegetables per week to keep them busy.

The *Delawarean* calls the proposed construction of the Bombay Hook railroad a "good joke."

The splendid horse Admiral Patchen, belonging to James V. Jefferis of Brandywine Hundred died a few days ago.

Robert Betty, who occupies the farm of Mrs. Cleland in Christiana Hundred, has two cows at this time which have twin calves.

J. B. Deakyne, confectioner, Middletown, is selling off at cost, preparatory to moving to his farm in Appoquinimink.

Rev. Mr. Clymer, of this town, expects to go to Round Lake camp meeting on the 5th prox.

Baltimore hundred has the monster snake; some say 75 feet long, others, 45, but all agree that it is huge.

A brass band has been organized in Middletown out of part of the old Diamond State band of that town and parts of the Odessa and Townsend bands, which have disbanded.

On Sunday week, Joshua Derrickson of Baltimore hundred lost a fine young mare. He was driving her and she fell in the road and broke her neck.

Last week Pratt's System was tried on a baulking horse in Georgetown. The horse was put to harness but went only a mile or so and fell dead in the road.

At the meeting of the J. & B. R. R. Co., held at Milford on Wednesday, Mr. Voss of that place was elected Treasurer of the Company, vice Mr. Sinclair of New York.

A gentleman near Easton has grown a peach this year that ripened on the 23d inst.—three weeks earlier and one-third larger than the Hales. It is a seedling tree and he is going to propagate it.

Last week, whilst a Mrs. McDaniel, of California, was on a visit to New Castle county, among the friends of her youth, she received intelligence that her daughter had been murdered in her California home.

A Mrs. Holland, of Phila., was taken from the cars at Wilmington depot, one day last week, and carried to a house near by, where she immediately became the mother of

AM
tainme
ever gi
seldom

St. I
nied by
enjoyin

To-m
this to

("Clos
E. Sun
ford, fr

The i
decided

miles f
Tuesday

There
ton to C

gatta.

The c
are to b

ing next
to delive

There
4th in tl

The S
cursion

THE
There se

among t
manager

the J. &
are on tl

Friend's

"We
influence

watched,
tion who

ly from i
ient to tl

New Yor
petty jeal

to whom
their inte

is very co
and failed

to stock t
business.

whose in

THE D
red to th

found on
ed up by

Bombay
ashore, v

house.

shirt and
two gray

with a h
servor of

is thought
directed

Comman
In the en

and two
was the

Taylor, r
These ar

the light

BURNT
Careless

of Mr. S
living at

Sunday a
are for t

AMUSEMENTS.—The Bell Ringers' entertainment, Monday evening, was one of the best ever given in this town. As fine a quartet is seldom heard any where—city or country.

St. Pauls M. E. Sunday School, accompanied by the Amphion Band of New Castle, are enjoying themselves at Collin's Beach to-day.

To-morrow the Episcopal Sunday School of this town hold a pic-nic in Dr. Mahon's ("Cloaks's") woods, and the Hillsborough M. E. Sunday School make an excursion to Oxford, from Clayton.

The M. E. Sunday School of this town have decided to hold a pic-nic in Hill's wood's, four miles from town on the 4th of July—next Tuesday.

There is also to be an excursion from Clayton to Oxford on the 4th, to witness the regatta.

The closing exercises of Smyrna Seminary are to be held in the Town Hall Friday evening next. Rev. G. A. Phoebus of Easton is to deliver an address.

There will be no especial observance of the 4th in this town, save a suspension of business.

The Sunday Schools of Dover make an excursion to Lewes to-day.

THE JUNCTION & BREAKWATER R. R.—There seems to be considerable dissatisfaction among the people in Sussex in regard to the management or contemplated management of the J. & B. R. R. "Ways that are dark" are on the tapis, it seems. The *Milford Mutual Friend* says:

"We have reason to believe that there are influences at work, which, if not carefully watched, will hand the road over to a corporation whose interest it will be to divert it entirely from its original design, and make it subservient to those whose interests are inimical to a New York water connection. The spirit of petty jealousy and the policy of certain parties to whom the stockholders unwisely committed their interests is very provoking. One thing is very certain, the picayune policy was tried and failed, and the only hope for success was to stock the road and put it in a condition for business. Is this to be thwarted? If so, at whose instigation?"

THE DROWNED MAN.—Last week we referred to the fact that a drowned man had been found on Bombay Hook. The body was picked up by the crew of the *John P. Levy*, near Bombay Hook bar, on the 14th, and brought ashore, where it was buried near the light-house. It was clad in a blue uniform—pants, shirt and cap. There was also on his person two gray shirts and a pair of shoes, tied to him with a handkerchief. He had on a life-preserver of eight corks, made for the occasion, it is thought, and in his pocket was an envelope directed to "Chas. Ellis Pierce, in care of Commander John Walters, Taunton, Mass." In the envelope was the likeness of a young lady and two pieces of comb. On one of the shirts was the name Abraham—ylor supposed to be Taylor, part of the last name being torn out. These articles are in possession of Mr Benson, the light-keeper.

BURNT TO DEATH—Another Victim to the Careless use of Kerosene.—Mrs. Shannon, wife of Mr. Shannon, and daughter of Capt. Grace, living at Barker's Landing in this county, on Sunday afternoon week attempted to light a fire for the purpose of getting supper, but the wood being damp and not burning off as quickly as required, she attempted to hasten combustion by pouring on some kerosene. The result was a fearful explosion and Mrs. Shannon found herself instantly enveloped in a sheet

THE CLAYTON LAND CASE.—The result of the trial before the U. S. Circuit Court, in Wilmington, last week, in the case of Whartonby vs. Bailey, Daniels and Gilmore, as to who was the lawful owner of the lands upon which Clayton is situated, terminated in a verdict for the plaintiff, Whartonby. The charge of Judge Strong, as we find it in the Wilmington papers, was as follows:

"It is only a question of law involved. The responsibility of the decision rests upon me. If I be in error, there is a mode of correcting my mistake. This is an action of injunction. It is a suit brought by Jas. Whartonby against Mason Bailey and the tenant James Gilmore, to obtain possession of land in Duck Creek Hundred, Kent County, State of Delaware—about 50 or 60 acres. Both of these parties claim title to the land under the same person—James Tibbett. It is not necessary to trace the title to the land any further back than to James Tibbett. Shortly before his death he made his will disposing of his property. A few legacies were made. This will was duly proven 25th of March, 1826, and letters granted Richard Tibbett, son of the testator, who was executor. Out of this will, the controversy in this case arises.

It is necessary to carefully examine the provisions of this will. What was the intention of the testator? After having bequeathed certain legacies, the testator made the following disposition of the estate—"The rest and residue of my estate, both real and personal, of whatever kind and nature soever, I give to my son Richard Tibbett during his natural life, and after his death to his issue—to children lawfully begotten of his body—and such issue, their heirs and assigns forever. In case my son Richard die without lawful issue, then to my wife Elizabeth Tibbett, my sister Sarah and sister Rebecca during the natural life of each, and after their deaths to James Whartonby, son of Thomas Whartonby, of the city of Philadelphia, his heirs and assigns forever." It is proven that Richard died before the commencement of this suit; that he was never married and never had any lawful issue. It is agreed that Elizabeth and his sisters Sarah and Rebecca died before the commencement of this suit; also, that James Whartonby is the lawful son of Thomas Whartonby of Philadelphia,—the identical person named in this will. What estate did Richard Tibbett take under the will of his father? An executory devise must take effect in the enjoyment of the life of the being when the devise is made or within twenty-one years thereafter, and a short time required for justation. He not only gave Richard Tibbett the residue of his estate during natural life; but, he gave the remainder to the issue of his lawfully begotten of his body. The word "issue" in a will is ordinarily a word of limitation and not a word of "purchase," that they shall take as heirs of the body, which includes all living descendants.

It is a rule of law, that where, either by will or deed, an estate or freehold is limited to a person, and the same deed or will contains a limitation to his heirs,—the heirs of his body—the word heirs is a word of limitation and not purchase. It is argued here that the word "issue" means children; that it is "purchase;" and that the testator has so defined it. The words of the will must be plainly shown, or they will be taken in their legal meaning. The legal inference must stand. The will contains only one expression in conflict with the legal meaning of the words. In the will we have two express definitions of the testator's intention that the issue shall take as purchasers. They overcome the legal use of the words "heirs of the body" or "issue of the body." The testator has defined individuals, and those individuals are persons begotten by Richard Tibbett himself, of his own body. Therefore the testator has given a clue to what he means. He has defined "issue" to mean child or children. He devised a life estate to persons in being at the time Richard Tibbett took a life estate with the remainder in fee to his child or children.

When Richard died, there was no interest that could be sold, and the purchasers, the defendants in this case, took nothing under that purchase. James Whartonby had an estate to take effect on the failure of Richard Tibbett to have lawful issue—that means without lawful children. The title to this land is in James Whartonby and therefore your verdict will be for the plaintiff.

The jury without retiring rendered a verdict that William Daniels, Mason Bailey and James Gilmore are trespassers—a verdict in favor of plaintiff.

Hon. Reverdy Johnson asked leave to tender an exception, which was agreed to.

WESLEYAN COLLEGE ALUMNAE.—The eighth annual alumnae meeting of Wesleyan

School Va

Mr. Editor: The public schools of our town in the year, seems to be a teacher has faithfully duty for ten consecutive days, and sagged two months recreation at such a teacher he should tion. The nature of the similar to that of any other actor—his services are valuable for the time and quality manner of the service important work should school room and of school might be said on this topic. As to the keeping of the school room five or six hottest season in the year often without backs, with between the seats and floor. I had almost said parent visit any of our premises to examine the accommodations these helpless little ones, he could endure such a simply answer he would our school commissioners schools promptly closed but not allow them to be open within the knowledge of schools kept open more than year, and why should our

Periodica

SCRIBNER'S MONTHLY for July "With a Cumberbede," the latest donald; "Samson's Riddle Solv Lion Cub," and other interesting, ingly attractive paper on "Philadelphia. With numerous illustrations of buildings in different parts of the

HARPER'S MAGAZINE for July. Upon our table. The contents are lence. The articles for illustrations and will prove interesting to all. Mont Cenis describes and illustrates most useful achievements of modern information imparted is sufficient readers, and could not well be in magazine to become rather too acceptable.

PETERSON'S MAGAZINE for July filled, as usual, with choice literary illustrated with colored fashion- Price \$2.00 a year. Charles S. Peter.

GODFREY'S LADY'S BOOK, for July a by furnishing a design for masculine keys are crawling and velopeding hold. Marian Harland furnishes a known assist her. Books, bathing ture, poetry—all of the established and fresh as when they were first in.

THE LADY'S FRIEND, for July. Miss Douglass, translates one by Miss Prescott's Beauties. The variety the work is continued, and illustrations numbers are revised.

OUR YOUNG FOLK. Mr. Parton, as the career of that Henry, Prince King Alphonso, who, in the fifteenth rediscovered the Madeiras and Az captured Alkazar from the Moors. Indian life and medical education, and other stories, sketches, puzzles, the dramatic arrangement of Villikens

HARPER'S BAZAR.—The number Braddon's story of the Lovels, and relations with England. It announces General Sickles with a young and their travels on the Continent. The are excellent.

OFFICE OF WALT

Wilmington,

MR. EDITOR:—We have made benefit to those who give us purchasing the PHOSPHATE man feel an honorable pride in the has gained among you farmers fruits and vegetables. But we manufacturers or their agents name similar to that of our their purchasers an article

Copied for reference only from the original
in the custody of the Division of Historical
and Cultural Affairs, Department of ~~State~~
Hall of Records, Dover, Delaware.
Permission for reproduction ~~must~~
be obtained.

Volume

Smeyna Times

June 28, 1871

Page 2 Column 4

Copied for reference only from the original
in the custody of the Division of Historical
and Cultural Affairs, Department of State,
Hall of Records, Dover, Delaware.
Permission for reproduction must
be obtained.

Smyrna Times

Wed P.M.

Oct 12, 1873

Page 2

Wm. D. Wors
C. Clayton

Deed, Richard Tibbitt To The Del. R. Road Co.

This Indenture, Made this Eight day of March in the year of Our Lord One thousand eight hundred and fifty eight, Between Richard Tibbitt of Duck Creek bounded Kent County and State of Delaware of the one part, and The Delaware Rail Road Company of the other part,

Witnesseth, That the said Richard Tibbitt in consideration that said Company has located a Station of said Rail road on his farm near Smyrna in said hundred and in consideration of Five hundred dollars lawful money to him paid by said Company, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and conveyed, and by these presents Doth grant, bargain, sell and convey to The Delaware Rail Road Company, their Successors and assigns, for the use of said road, in addition to the right of way through the land and premises of said Tibbitt heretofore obtained by deed of gift to said Company, The following pieces or tracts of land numbers in all four; for Depots or four pieces to-wit;

N^o 1. Beginning at a stake in the West line of said right of way 33 feet West of centre line of said Rail road at a corner for a lot sold by the said Tibbitt to a certain George W. Dexter and running from thence with line of said Dexter S. 22¹/₂° W forty feet to stake; thence N 21° 30' W two thousand and ninety one (2911) feet to stake; thence S 47° 45' W. Ninety feet (90); thence N, 31° 30' W six hundred and sixty (660) feet to stake; thence N 47° 45' E to a stake 33 feet West of centre located line of said Rail Road and Western line of said right of way or condemnation for road bed; thence S 21° 30' E two thousand two hundred and twenty six (2226) feet to place of Beginning.

N^o 2. Beginning at a stake at the corner or junction of said Rail road condemnation and a new road 60 feet wide recently laid out from said Rail road to the Alley road, and running from thence S 47° 45' W Ninety (90) feet to stake; thence N 31° 30' W. six hundred and thirty (630) feet to stake in line of lands of Presley Spruance Esq; thence with said Spruance line N. 8° Eighty six (86) feet to Western line of said Rail road condemnation 33 feet West of centre located line; thence with said line S 21° 30' E Five hundred and seventy (570) feet to the place of Beginning.

N^o 3. Beginning at a stake at the S. E. corner or junction of said Rail road condemnation and a new Public road 80 feet wide recently laid out and opened from the town of Smyrna to said Rail road, and running from thence with the said road N 70° S. E. Forty six and one half (46¹/₂) feet to stake; thence S 21° 30' E one hundred and sixty (160) feet to stake; thence S 70° 20' W. Forty six and one half (46¹/₂) feet to Eastern line of said condemnation 33 feet East of centre located line of said Rail Road; thence with said line N 31° 30' W One hundred and sixty (160) feet to place of Beginning.

N^o 4. Beginning at a stake at the N. E. corner or junction of said Rail Road condemnation and a new road 80 feet

wide recently laid out and opened from Smyrna to said Rail Road and running from thence $N 75^{\circ} 30' E$. Seventy one (71) feet to stake; thence $N 21^{\circ} 30' W$. two hundred and ten (210) feet to stake; thence $S 68^{\circ} 30' W$. twenty five (25) feet; thence $N 21^{\circ} 30' W$ three hundred (300) feet to line of land of Presly Spumance Org.; thence with said Spumance line $S 85^{\circ} W$ Forty seven (47) feet to Eastern line of said Rail road condemnation which is 33 feet East of the center located line of said Rail road; thence $S 21^{\circ} 30' E$. with said line of condemnation, Five hundred and thirty (530) feet to the place of Beginning, containing in the five lots some what less than four acres of land be the same more or less.

To Have and To Hold the said lots or pieces of land and premises to them the said Delaware Rail Road Company and their successors and assigns to their own use and purpose forever; And the said Richard Tibbitt for himself and his heirs, the lands and premises hereby granted unto the said Company and their successors and assigns shall and well warrant and defend.

In Witness Whereof the said Richard Tibbitt hath hereunto set his hand and affixed his seal the day and year first herein written.

Signed Sealed and Delivered
in the presence of us,

Geo C. Stockly,
E. D. Golt.

Richard Tibbitt. 

The State of Delaware | Be it Remembered, that on this Eighth
Kent County ss. day of March A.D. 1858. Personally came



before me a Notary Public for the State of Delaware resident in Kent County Richard Tibbitt party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his deed.

Given under my hand and seal of Office
the day and year aforesaid.

E. D. Golt. N.P.

Received for Record this nineteenth day of March A.D.
1866.

A. D. Wright.
Rec.

A true Copy of Original
Attest

A. D. Wright, Rec.

Done Richard Tubbett to
Lecl. R.R. - March 8, 1858
A-5- 355 + 356

respectively; & that the said Annie E. Lord being at the same time privately examined by us, apart from her husband acknowledged that she executed the said indenture willingly, without compulsion or threats or fear of her husband's displeasure.
 Witness my hand and seal

John S. Allen M.P.

Received for record this 11th day of January A. D. 1887

P. Spruance Recorder

A true copy of the original

Attest P. Spruance Recorder

Deed Emma C. Harris to The Delaware Railroad Company

This Indenture, Made the Eighth day of January the year of our Lord one thousand eight hundred and eighty-seven, (1887) Between Emma C. Harris (widow) of the City of Philadelphia, in the State of Pennsylvania, party of the first part, and the Delaware Railroad Company a Corporation of the State of Delaware party of the second part, Witnesseth: that the said Emma C. Harris for and in consideration of the sum of One thousand and five hundred Dollars ^(\$1500) lawful money of the United States of America, to her in hand paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents doth grant, bargain and sell, alien, enfeoff, release, convey and confirm unto the said The Delaware Railroad Company its successors and assigns, All that certain tract or piece of land situate in Tenton Hundred in the County of Kent and State of Delaware, bounded and described as follows: viz. Beginning at a point in the southwestern line of the Delaware Railroad distant sixty-nine feet and four tenths of a foot southwestward from the centre line of the railroad of the said Company, measured at right angles therewith; and in the southeastern line of land of the Baltimore and Delaware Bay Railway Company, distant one hundred and eighty-eight feet southeastward from the centre line of the railroad of the said Company, measured at right angles therewith, and extending thence by said lands of the Delaware Railroad Company south eighteen degrees twenty minutes East twelve feet and two tenths of a foot to a stake in the Western line of land of the Delaware and Chesapeake Railway Company, thence by said land south ten degrees thirty minutes West Nine hundred and eighty-two feet and three tenths of a foot to a stake; thence still by said land parallel with the centre line of the Delaware and Chesapeake Railroad and thirty-three feet distant — Northwestward therefrom south thirty-one degrees thirty-two minutes West Ninety-three feet and five tenths of a foot to a stake in the line of land of the Baltimore and Delaware Bay Railway Company; thence Northward by said land parallel with the centre line of railroad of the said The Baltimore and Delaware Bay Railway Company known as the connecting road, and sixteen feet and five tenths of a foot distant Eastward therefrom,

as follows viz: First by a line curving towards the West with radius of seven hundred and thirty-three feet and five tenths of a foot the distance of three hundred and forty-six feet and two tenths of a foot to a stake; second with thirteen degrees one minute West one hundred and seventy-two feet and four tenths of a foot to a stake; and third by a line curving towards the East with radius of seven hundred feet and five tenths of a foot the distance of three hundred and sixty-six feet and thirty-three hundredths of a foot to a stake and thence Northeastward by a line curving toward the North with radius of One thousand and six hundred and twenty-one feet parallel with the centre line of the main track of the Baltimore and Delaware Bay Railroad and one hundred and eighty feet distant Southeastward therefrom the distance of three hundred and thirty-six feet and five tenths of a foot to the place of beginning, containing three and four hundred and sixty-three thousandths ($\frac{3463}{1000}$) acres more or less. It being understood and agreed, that the lands embraced within the foregoing boundaries include all the lands of the grantor which are located within the area bounded by the lands of the Delaware Railroad Company; lands of the Delaware and Chesapeake Railway and lands of Baltimore and Delaware Bay Railroad Company; and it being the purpose and intention of the grantor, by these presents, to grant and convey unto the grantee all the lands which she owns within the said last mentioned area and being a part of the same lands and premises whereof three equal undivided fourth parts were conveyed unto the said Emma C. Harris in fee by the deed of James Whartenby bearing date the Eleventh day of October A. D. 1881, and of record in the proper office at Dover, in Book 76, Vol 6, page 1554c and the other undivided fourth part thereof by the deed of Honorable Thomas F. Bayard and wife dated the Eighth day of December in the year of our Lord one thousand eight hundred and eighty-four (1884) and of record in the office aforesaid in Book 86, Vol 6, page 1714c as by reference thereunto had, will fully and at large appear.

And all and singular the buildings, improvements, fixtures, ways, woods, waters, water courses, easements, rights, liberties, privileges, hereditaments and appurtenances, to the said lot, piece and parcel of land and premises belonging or in anywise appertaining; and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, demand and possibility whatsoever of the said Emma C. Harris at law or in equity, of, in, to, or out of the same, and every part and parcel thereof, to have and to hold the land and premises hereby bargained and sold or intended to be, with the appurtenances, unto the said "The Delaware Railroad Company" its successors and assigns, to and for the only proper use, benefit and behoof of the said The Delaware Railroad Company its successors and assigns forever, In Witness Whereof, the said Emma C. Harris hath hereunto set her hand and seal the day and year first herein written.

Signed, sealed and delivered

Emma C. Harris (Seal)

in the presence of

J. H. Wilson

Theo. D. Rand

I do hereby acknowledge to have received of "The Delaware Railroad

company the grantee, full satisfaction for the consideration money in said
Indenture mentioned and expressed

attest

J. H. Wilson

Theo. D. Rand

Emma B. Harris

State of Pennsylvania

City and County of Philadelphia

Theodore D. Rand a Commissioner
for the State of Delaware
Philadelphia Penna, appointed
April 13th 1881 term seven years

Be it remembered, that on this eighth
day of January in the year of our Lord
one thousand eight hundred and
eighty-seven (1887) personally came
before me the subscriber a Commissioner
of Deeds for the State of Delaware
resident at Philadelphia aforesaid

Emma B. Harris party to this Indenture, known to me personally to be
such, and acknowledged this Indenture to be her act and deed
given under my hand and seal of office the day and year aforesaid

Theo. D. Rand

a Commissioner for Delaware
in Philadelphia Pennsylvania

Received for record this 12th day of January A.D. 1887

P. Spruance Recorder

A true copy of the original

Attest P. Spruance Recorder

Deed John Franklin Ruth & wife to Williamsport Planing Mill Co.

This Indenture, Made the Twelfth day of January in the year
of our Lord one thousand eight hundred and eighty-seven (1887)
Between John Franklin Ruth and Ida M. Ruth, his wife of the City
of Wilmington, New Castle County, Delaware, parties of the first part,
and the Williamsport Planing Mill Company, Limited of the State
of Pennsylvania party of the second part; Witnesseth; that the
said parties of the first part for and in consideration of the sum of
Five Dollars (\$5.00) lawful money of the United States of America,
well and truly paid by the said party of the second part, at and
before the enrolling and delivery of these presents, the receipt whereof
is hereby acknowledged, have granted, bargained, sold, aliened,
enfeoffed, released, conveyed and confirmed, and by these presents
do grant, bargain, sell, alien, enfeoff, release, convey and confirm,
unto the said party of the second part, its successors and assigns,
All the following described tract of land situated in the Town of
Smyma, Delaware, bounded as follows, to wit; All those certain lots,
pieces and parcels of land situated in Dutch Creek Hundred, Kent
County and State of Delaware, in the new addition to the Town of

to seed

Emma C. Hays

to Leed. R-R Co

X-6-188-190

January 8, 1887

tiff proved that the subscribing witness resided in Massachusetts, and had not been in the district since the last term.

But THE COURT said they would hear a motion for a new trial, if the verdict should be against the plaintiff.

Verdict for the plaintiff.

WHARFIELD (TAYLOE v.). See Case No. 13,772.

Case No. 17,479.

WHARTENBY v. DANIEL et al.

[6 Am. Law Rev. 164.]

Circuit Court, D. Delaware. June Term, 1871.¹

CONSTRUCTION OF WILLS—DEVISES—RULE IN SHELLEY'S CASE.

[1. "Issue," prima facie and generally, means "heirs of the body," and refers to lineal descendants. To take a case out of the rule in Shelley's Case, the intent of the testator to change the primary meaning of the word, and employ it in an unusual sense, must manifestly appear in the will itself. There must be enough to overcome the legal presumption to the contrary.]

[2. A devise to a person for life, with remainder to his issue and the heirs of the issue, does not give a mere life estate to the first taker, unless there are also in the devise of the remainder words of distributive modification; and the fact that the laws of a state make a distribution when a fee descends or is given to issue or heirs is not of equal effect with an express direction in the will that there shall be a distribution.]

This was an action of ejectment. The plaintiff claimed under the will of James Tibbitt, made March 25th, 1829. The clause in the will aforesaid whence the controversy in the above suit arose was as follows: "All the rest, residue, and remainder of my estate, both real and personal, of what kind and nature soever, I give, devise, and bequeath to my son, Richard Tibbitt, during his natural life, and after his death to his issue by him lawfully begotten of his body, to such issue, their heirs and assigns forever. In case my son Richard Tibbitt shall die without lawful issue, then in that case to my wife, Elizabeth Tibbitt, my sister, Sarah Heath, and my sister, Rebecca Mull, during the natural life of each of them, and to the survivor or survivors of them, and after the death of all of them to James Whartenby, son of Thomas Whartenby, of the city of Philadelphia, to him the said James Whartenby, his heirs and assigns forever." The facts in the case were admitted. Estates-tail are recognized in Delaware, and by the statute law of the state may be barred by deed as well as by fine and common recovery. Richard Tibbitt, supposing he had an estate-tail, on May 14th, 1853, executed a deed to bar the entail.

On the part of the plaintiff it was contended that Richard Tibbitt took but a life estate in the premises, with a contingent remainder in fee to his "issue," i. e., children, which vested

immediately on the coming into esse of any child, and subject to open up and let in the interest of future born children. Issue meant the children of the first taker. That an estate-tail would place the power in the hands of the first taker of defeating the fee given to his issue. The intention of confining "issue" to a definite class of individuals was strengthened by superadded words of limitation, the words of distribution being supplied by the laws of the state, and by limiting an estate over to lives then in being and to the survivor or survivors of them. That the plaintiff took a substitutionary devise over upon the death of the first taker without leaving children.

For the defendants it was argued that this was an estate-tail, and therefore barred by the deed according to the laws of the state. If not an estate-tail, still the plaintiff could not recover, not claiming as heir of James or Richard Tibbitt, nor if Richard Tibbitt had had issue could he have been heir to such issue. The plaintiff claimed title under an executory devise limited upon a contingency too remote to support it, i. e., the death of Richard Tibbitt without issue, meaning an indefinite failure of issue.

STRONG, Circuit Justice, instructed the jury that in this case it was not necessary to inquire whether what was given to James Whartenby, the plaintiff, was an executory devise limited to him after an indefinite failure of issue of Richard Tibbitt, and therefore too remote, or whether it was a substitutionary estate, or a devise directed to take effect after a definite failure of issue of a person in being when the will was made. "Issue" "prima facie and generally means 'heirs of the body,' and it has reference to all lineal descendants." The rule in Shelley's Case is "an unbending rule." To take it out of the rule, "the intent of the testator to change its primary meaning and employ it in an unusual sense must manifestly appear in the will itself. There must be enough to overcome the legal presumption to the contrary." Superadded words of limitation alone are "insufficient to overcome the other legal presumption arising from the gift to issue that he intended them to take as issue, that is, by descent through their ancestor Richard Tibbitt. It raises no more than a presumption against a presumption, in which case the legal inference arising from the use of a word of limitation must prevail." "In the present case there are no words of distributive modification." "I do not think the fact that the laws of the state make a distribution when a fee descends, or is given to issue, or heirs, is of equal effect with an express direction in the will that there shall be a distribution." "Where there are no words of distribution, there is an absence of this double expression of the testator's intent to employ the words 'heirs of the body' or 'issue' as equivalent to children, or as a mere description of persons." In no one of the cases cited "has a devise to a per-

¹ [Affirmed in 17 Wall. (84 U. S.) 639.]

son for life with remainder to his issue, and the heirs of the issue been held to give a mere life estate to the first taker, unless there were also in the devise of the remainder words of distributive modification." In addition to the limitation to the heirs generally of the issue, and the express gift to Richard Tibbitt during his natural life, the devise to his issue is not to his issue unqualifiedly, or generally. It is not to all his issue. The words are: "After his death to his issue by him lawfully begotten of his body, to such issue, their heirs and assigns forever." "The testator in these words seems to have defined what he meant by issue, not heirs of the body, but issue begotten by the tenant for life, and begotten of his own body, necessarily children." This intention was further strengthened by the substitutionary devise, in case of the death of the first taker without lawful issue, to persons then in being for life only, and by the fact that in such contingency they were to take the whole property for life, and that words of limitation were added to the devise to the issue. That the first taker took an estate for life, and the devise over to James Whartenby was not void for perpetuity. Verdict for plaintiff.

To this charge the defendants then and there excepted before the verdict, and filed their bill of exceptions.

[On appeal to the supreme court the judgment of this court was affirmed. 17 Wall. (84 U. S.) 639.]

Case No. 17,480.

WHARTON'S HEIRS.

[Cited in Kurtz v. Hollingshead, Case No. 7,953. Nowhere reported; opinion not now accessible.]

WHARTON (JAMES v.). See Case No. 7,187.

Case No. 17,481.

WHARTON v. LOWREY.

[2 Dall. 364.]¹

Circuit Court, D. Pennsylvania. 1796.

EQUITY PLEADING—AMENDMENTS—BILL TO OPEN AN ACCOUNT.

[To a bill which sought to open a settled account on the ground of fraud, an answer was filed denying the fraud and pleading the statute of limitations. Complainants then asked leave to amend by alleging that the fraud was discovered within six years. Held, that the amendment would be allowed, as complainants could not foresee that the statute would be pleaded.]

Bill in equity. The bill was filed in October, 1793, to open an account which had been settled and signed by the complainants in April, 1781, touching the transactions between the testator and the defendant, while commissaries in the American army, during the Revolutionary war. The bill charged the defendant (among other fraudulent practices) with making erasures in the complainant's

books, and also set forth a number of specific errors and overcharges in the account. The defendant filed an answer to the bill, in which he denied all fraud, canvassed and refuted the specification of errors and overcharges, and pleaded the statute of limitations.

Rawle & Lewis, having obtained a rule to shew cause why the bill should not be amended by inserting that the frauds charged had come to the complainant's knowledge within six years before the commencement of the suit, now moved to make the rule absolute, and cited 1 Har. Ch. Prac. 106, 3 P. Wms. 143.

Mr. Dallas, for the defendant, admitted that the allowance of amendments was discretionary with the court, but contended that after a general answer to the allegations, and a denial of the frauds stated in the bill, the complainant ought not to be indulged, without some other proof to support the charge of fraud, than his bare assertion. In the cases cited in 3 P. Wms. 143, there was no answer to the bill, but merely a plea of the statute of limitations; and in the principal case the chancellor only ordered the defendant to answer, which the present defendant has already done. Twelve years have elapsed since the account was settled; and the fraud being denied on oath, and unsupported by any species of evidence, the complainant ought not to be permitted to harass the defendant, and procrastinate a decision.

BY THE COURT. Considerations respecting the merits of the cause ought not to weigh in the determination of the present question. The complainant could not foresee that the statute of limitations would be pleaded, and it is in order to bring before the court an essential fact arising from that plea, that the amendment is proposed. The rule made absolute.

WHARTON (MONTGOMERY v.). See Case No. 9,737.

Case No. 17,482.

The W. H. CLARK.

[5 Biss. 295.]¹

District Court, W. D. Wisconsin. May, 1873.

COLLISION—OVERTAKING STEAMER—TOWING STEAMER—RAFT—DAMAGES—REPAIRS—POSSIBLE EARNINGS.

1. Where two steamers are going in the same direction, it is the duty of the pursuing boat to avoid the other.

2. This rule, however, does not justify the leading vessel in suddenly changing her course so as to embarrass, or throw herself across the track of, the other.

¹ [Reported by Josiah H. Bissell, Esq., and here reprinted by permission.]

¹ [Reported by A. J. Dallas, Esq.]

and Clayton churches until 1883, when a separate station was established, and the following have preached here: Revs. George Smith, J. D. Lucas, McM. Thomson and B. W. Kindley. There is a grave-yard attached to the church.

Rev. M. Marselles attempted to form an Episcopal congregation in Leipsic May 10, 1869, and the following officials were elected for what was called Immanuel Church: Senior Warden, Andrew Spear; Junior Warden, G. W. Spicer; Vestrymen, Messrs. Clements, Eager, Wilson, Lamb, Hoffecker, Hopkins and Denney. Bishop Lee confirmed a number of persons as members; but the congregation was dissolved after a few years.

CHAPTER LX.

KENTON HUNDRED.

KENTON HUNDRED is in the northwestern portion of Kent County, and was carved out of Duck Creek and Little Creek Hundreds, by an act of the Legislature, passed February 3, 1869, which recited: "The said new hundred shall be called Kenton Hundred, and shall embrace all that portion of Duck Creek and Little Creek Hundreds in Kent County, as at present constituted, lying on the west side of the west line of the Delaware Railroad."

This made the bounds of the new hundred as follows: on the north by Blackbird Hundred of New Castle County and Duck Creek; on the east by the Delaware Railroad; on the south by Dover Hundred and the Fork Branch of St. Jones' Creek, and on the west by the State of Maryland.

Some of the best farming lands of the State are in the hundred, they having been highly cultivated for years. Large quantities of peaches, wheat, corn and vegetables are raised.

About 1840, Simon Spearman, who lived on the Middle Alley road, on the farm now owned by Edward Streets, shipped the first peaches for market, and the return was so profitable that a number of the farmers planted trees, until to-day three-fourths of the land is planted with peach trees. The shipments from the various railroad stations have approximated in one year as high as three hundred thousand baskets. The year 1887 was one of the poorest ever known, and fifty thousand will cover the shipment.

The Little Duck Creek runs through the centre of the hundred, and the railroad facilities are excellent,—the Delaware Railroad running down the east side, the Delaware and Maryland through the centre and about one mile of the Kent County, Smyrna and Delaware Bay Railroad in the northwestern section. In 1880 the population was two

thousand eight hundred and seventeen. There has been no survey since the erection of the hundred, but the area is about thirty-five thousand acres.

EARLY SETTLEMENTS.—The hundred early attracted the attention of the English settlers, and in the earliest records mention is made of grants of land, both from the crown and the original proprietors, to English settlers. The descendants of these old families still comprise a majority of the inhabitants. Particularly is this true of the occupiers of the land comprised in what was known as the manor of "Freith."

The manor of "Freith" was one of the many manors in Pennsylvania and outlying territories laid off for William Penn, the warrant for this tract having been issued to the Surveyor-general May 3, 1683, and the land surveyed November 10th of the same year, and was returned as containing over ten thousand acres.

The Bristol Naval Store Co-partnership Company formed in Bristol, England, in 1714, and composed of William Down, Absalom Lloyd, Charles Horford, Edward Lloyd, Caleb Lloyd, George Whitehead and Richard Cool, merchants of that town. The object of the company was to plant and cultivate hemp in the colonies, and Benjamin Shurmer, of Kent County, formerly of Bristol, was commissioned to purchase a tract of land for that purpose. He took up of this tract three thousand one hundred and twenty-five acres on a branch of Duck Creek, on a warrant granted September 22, 1714. In 1706 Walter Dulany took up a large part of this land, which was conveyed to him, and embraced old surveys lying largely in the northwest corner of Kent County and in parts of New Castle County and Maryland. "Caudley's Adventure," on a branch of the Chester River, on the New Castle and Maryland line, was a portion, and was taken up in 1727. Several tracts of this same land were warranted to Captain Richard Smith, January 18, 1696, and patented in 1710. They were called "the remains of my Lordship's Gracious Grant," "Mitchell's Park," "Mitchell's Risque," "Jones' Adventure," "Ellinor's Delight," and "Beaver Dam."

The present holders of the Dulany land are Samuel and George Beck, Patrick Hanifee, J. L. Holt, Henry Holt, Jacob Hartman, Frank Bowers and Bernard Donnelly.

South of the Dulany land is the Blackiston tract, called the "Deer Park" tract, and containing two thousand two hundred and fifty-five acres, which was granted to Benjamin Blackiston, June 14, 1733, upon payment of forty-five pounds and two shillings to Lord Baltimore. The greater part of this land remained in the possession of the Blackiston family as late as 1850, and over four hundred acres of it is now owned by Miss Ann

The old log building used as a school for District No. 2, which is next to No. 1, was built in 1797, at the Alley Cross-Road. The school in 1829 contained twelve scholars and the district eighty-five children between the ages of five and twenty. In 1848 the old log building was replaced by a frame. Upon this being torn down in 1876 a neat structure valued at eight hundred dollars was erected. In 1886 there were forty-two scholars. One of the first teachers was John Palmetry, a staid old Friend.

District No. 8 was south of No. 1, on the Maryland line and the western part of what was formerly Little Creek Hundred. In 1829 there were seventy-five children between the ages of five and twenty years, but no school. In 1835, Jonathan Gordon and Captain Edward Attix (father of Thomas and Samuel Attix) interested themselves in having a school. Mr. Gordon donated the ground and Mr. Attix the greater part of the material and was one of its main patrons. From this fact it received the name of Attix's school-house. The building stood opposite Downs Chapel. About twenty years ago a new building was put up, which still stands one hundred yards from the old building. In 1886 there were eighty-two scholars.

Wilds' School-House was the name given to the school in District No. 9, for the reason the land upon which it was erected was given by Nathaniel Wilds, which has in its limits the town of Kenton, the building being located there. In 1829 there was a school-house a short distance below Kenton, with twenty scholars and eighty-five children between the ages of five and twenty. The old building was log and had been erected about 1800. It stood until 1839, when it was torn down and a frame building erected in its place. In 1885 the Legislature authorized the erection of a new building, the old one was abandoned and a fine brick building erected in the town of Kenton valued at three thousand dollars. In 1886 there was in it a graded school and primary with one hundred and twelve scholars.

District No. 10 is in the southeastern corner, and at the time of the passage of the school law, in 1829, was without a school building, but had seventy-five children. The land for a school building, was given by Israel Peterson, in 1835, and a building erected between Moorton and Moore's Corner. In 1860 this building was destroyed by fire, and a new one erected south of Moore's Corner, at a cost of one thousand dollars. It is still standing and in good condition. In 1886 there were thirty-five scholars.

District No. 49 is one of the new districts, and was laid out in 1846. The school building was erected in 1847, and a new building, costing six

hundred dollars, erected in 1886. In this year there were forty-five scholars.

In the extreme southern part of the hundred is District 97, erected within the last twenty years. The school built at first still stands, and had fifty scholars in 1886.

District No. 114 was erected by the Legislature, in 1885, out of District No. 1. A new building was built, out of money raised by taxation, costing eight hundred dollars, at Hazel's Corner. At the time of the annual reports there were fifty-one scholars in attendance.

The Clayton District is known as 119, and was cut out of Districts Nos. 2, 84 and 49, in 1873. The building was erected the same year at a cost of nine hundred dollars, out of funds advanced by A. L. Hudson. In 1887 an addition was built, and the school grade advanced, and another teacher employed. In 1886 there were sixty-four scholars. The new building, when completed, will make accommodations for about eighty pupils, and room for additional desks has been made to meet the increasing population of Clayton.

TOWNS.—*Clayton* is the largest town in the hundred, and is situated in the extreme north eastern part, and is next in importance to Wilmington as a railroad centre. It is thirty-six miles from Wilmington on the main line of the Delaware Railroad. In 1854, the time of the surveying of the railroad, there was not a house in the town; all the land being owned by Richard Tibbitt. Previous to that time a little village existed about a quarter of a mile away, called Jimtown. It was a great stopping-place for years for teams on their way to Smyrna Landing to unload grain. There was a large grove, and an old character, "Aunt Hetty Johnson" by name, sold beer and cakes to the drivers. Tibbitt gave ground for a depot and sold land for building-lots, and, in 1859, a hotel and store were built; the store being kept by Thomas B. Lockwood in a building now occupied by Abel Sevil. Up to this time it was known as Smyrna Station, and in 1867 was named by the Legislature Smyrna Station, but the inhabitants wanted it to be called Clayton, and in 1860, Alexander McConaghy sent an application to the Post-Office Department for the establishment of a post-office. This was granted, and upon his recommendation it was called Clayton, and he was appointed postmaster, a position he held until February, 1866, when John S. Casperson was appointed. The State recognized the name of Clayton at the last Legislature.

It was generally supposed that Tibbitt held a fee-simple in the land, but after his death the land was claimed by a William Wartenby, of San Francisco, on the ground that Tibbitt, in default of heirs, had but a life interest, and the reversion in fee was in him. The case was carried to the

Supreme Court of the United States,—Secretary of State Bayard appearing for Wartenby, and Reverdy Johnson, of Maryland, for the holders of the land. The case was decided in favor of Wartenby, and the tract of one hundred and seventy acres, embracing the entire town, was decreed as his property and that of his sister, Mrs. W. Harris, of Philadelphia. The holders had to make settlements with the new owners, and Wartenby disposed of his interest to Mrs. Harris, and gave Mr. Bayard one-fourth of the tract as a fee; they still own nearly all of Clayton. In 1867 Mrs. R. S. McConaghy started the *Clayton Herald* and ran it until her death, January, 1868, when it was sold to J. W. Spruance, and moved to Spruance City and its name changed to *Font Hill News*.

The town received a boom in 1885, when the Delaware Railroad's main office was moved there and with it I. N. Mills, the superintendent and a number of other officials and employees. April 15, 1887, the Legislature passed an act appointing Hon. James R. Williams, ex-Senator C. S. Pennewill, D. J. Cummins, George W. Whitaker and ex-State Treasurer Robert J. Reynolds to lay out the town, define its limits, and to hold an election for town commissioners. This duty they have performed and commissioners were elected. In 1887 there were sixty houses in the town, three general stores, kept by Abel Sevil, George Brockson and W. S. Reynolds, two millinery stores by E. O'Conner and Mrs. John Wright, three confectionery stores by John Caspersen, Sarah A. Tims and W. H. Boggs, a wheelwright and blacksmith shop by Thomas Holliday, a lumber-yard by Hudson & Moore, J. Leinberger butcher, two hotels—the Bingham House, kept by William Whitlock, and the Hotel Stockle, by Michael Riley—and a drug store by Dr. Charles G. Harmonson. The population is about four hundred.

Kenton, the oldest town in the hundred, and situated near the centre, on the Delaware and Maryland Railroad, was first known as Lewis' Cross-Roads, afterwards as Grogstown, and by act of Legislature, in 1806, it was changed to Kenton. It was called Lewis' Cross-Roads, after Philip Lewis, who, in 1791, owned all the surrounding land, and laid out the roads in 1796.

The oldest house in the town is one now occupied by Mrs. Mary Green. It was built by Philip Lewis, and is of frame, and was moved to its present location about seventy years since. On the corner is an old brick house standing on the road, which was built shortly afterwards and used as the first general store in the town. The old hotel, still standing and known as the Kenton Hotel, was also built by him in 1809. It was occupied by William Arthur in 1811, and in 1812 by James Bayels, who run it for a number of years. Charles Hamm had it in 1843, and in the same year Thomas

L. Temple, a brother of Governor Temple, took it and ran it for a number of years; it is now in charge of Terance Carvin.

The post-office was started in 1860, and since that time the postmasters have been W. H. Taylor, John Wilds, William C. Jump, Joseph Roop, William H. Moore and W. Denny Wilds.

The town's main growth has been since the war, and the Legislature, on April 23, 1887, passed an act incorporating it into a town.

At present there are three general stores, kept by J. M. Arthurs, W. H. Moore and W. Taylor; a millinery store, two blacksmith shops and one drug store. There are sixty houses and a population of three hundred.

Blackiston's Cross-Roads was so named from the fact that when roads were laid out in 1764, running into Maryland, the land was owned by Benjamin Blackiston, and had been in the possession of the Blackiston family since 1684. At present there are twelve houses, a blacksmith shop, and a population in 1880 of fifty.

Downs' Chapel is also a cross-roads, the first building having been a store erected there by William Downs, in 1838. The chapel was built in 1842, the school-house having already been there. At present there are nine houses, two general stores and a population in 1880 of forty-five persons. The post-office was established in January, 1877, with James B. Messer, postmaster. There are two general stores, kept by Enoch S. Short and James T. Jacobs.

Brenford existed only as a railroad station until 1866, and was named after the Brenford farm, near there. On the 26th day of May, 1866, it was created a post-office, with J. P. Dickson as postmaster. He was succeeded, November 13, 1886, by L. H. Spruance. At present there are twelve houses and a population of sixty, one general store kept by L. H. Spruance, Boyer & Wallen, fruit and grain dealers, and J. G. & H. M. Farson, dealers in fruit packages.

Chesswold.—Shortly after the railroad was completed, in 1856, John S. Moore, who owned all the land upon which this town is located, opened a store in the building now occupied by James Brown, and was appointed postmaster, in which place he has been succeeded successively by J. Dawson, J. P. Jefferson, Thomas F. Moore and C. C. Boyer. From Mr. Moore the new town was called Moornton, and continued under this name until 1888. The town has improved rapidly the last few years, and now has thirty-five dwelling-houses, a population of two hundred, and the following places of business: general stores, W. L. Collins, James Brown and T. F. Moore; wheelwright, M. H. Palmatry; and Cooper Brothers, brick manufacturers and grain dealers.

MANUFACTURES.—Kenton has been devoted

 Statement of the case.

We repeat the doctrine of this court laid down in *Deery v. Cray*,* that while it is a sound principle that no judgment should be reversed on error when the error complained of worked no injury to the party against whom the ruling was made, it must appear so clear as to be beyond doubt that the error did not and could not have prejudiced the right of the party. The case must be such that this court is not called on to decide upon the preponderance of evidence that the verdict was right, notwithstanding the error complained of.

Other errors are assigned as to the charge of the court, but, as no exception was taken to that charge, it cannot be considered; nor do we deem the errors alleged as growing out of the prayers asked and refused likely to occur again, even if they are fairly presented by the record now.

For the error in admitting the letter objected to the judgment is reversed and the case remanded for

NEW TRIAL.

Mr. Justice DAVIS was absent at the argument.

 DANIEL v. WHARTENBY.

A testator gave his estate, both real and personal, to his son, R. T., "during his natural life, and after his death to his issue, by him lawfully begotten of his body, to such issue, their heirs and assigns forever." In case R. T. should die without lawful issue, then, in that case, he devised the estate to his own widow and two sisters, "during the natural life of each of them, and to the survivor of them," and after the death of all of them to J. W., his heirs and assigns forever; with some provisions in case of the death of J. W. during the life of the widow and sisters.

Held that the rule in *Shelly's Case* did not apply, and that the estate in R. T., the first taker, was not a fee-tail, but was an estate for life, with remainder in fee to the issue of his body, contingent upon the birth of such issue, and in default of such issue remainder for life to his widow and two sisters, with remainder over in fee, after their death, to J. W.

IN error to the Circuit Court for the District of Delaware. James Whartenby brought ejectment in the court below

* 5 Wallace, 795.

Statement of the case in the opinion.

against William Daniel and others for certain premises in the State of Delaware.

Under the instructions given to the jury a verdict was rendered in favor of the plaintiff and judgment was entered accordingly. The defendants, having excepted to the instructions, sued out this writ of error and brought the case here for review.

Mr. Reverdy Johnson, for the plaintiffs in error ; Messrs. T. F. and J. A. Bayard, contra.

Mr. Justice SWAYNE stated the case and delivered the opinion of the court.

The premises in controversy were devised by the will of James Tibbitt. The case turns upon the construction and effect to be given to the following clause of that instrument :

“ All the rest, residue, and remainder of my estate, both real and personal, of what kind and nature soever, I give, devise, and bequeath to my son, Richard Tibbitt, during his natural life, and after his death to his issue, by him lawfully begotten of his body, to such issue, their heirs and assigns forever. In case my son, Richard Tibbitt, shall die without lawful issue, then, in that case, to my wife, Elizabeth Tibbitt, and my sister, Sarah Heath, and my sister, Rebecca Mull, during the natural life of each of them, and to the survivor of them, and, after the death of all of them, to James Whartenby, son of Thomas Whartenby, of the city of Philadelphia, to him, the said James Whartenby, his heirs and assigns forever. In case the said James Whartenby shall die before my son, Richard Tibbitt, my wife, Elizabeth, my sister, Sarah Heath, and my sister, Rebecca Mull, then, and in that case, to Samuel Stevenson, son of Philip, and to Richard Whartenby, son of John, each two hundred dollars shall be paid out of my estate, and the rest and remainder to William Whartenby, Thomas Whartenby, and John Whartenby, children of said Thomas Whartenby, of Philadelphia, to them and their heirs and assigns forever.”

Richard Tibbitt, the first devisee, on the 14th of May, 1853, after the death of the testator, conveyed the premises

Opinion of the court.

to Jacob Hazel, who, on the same day, reconveyed to Richard. Richard died in April, 1863, without issue, not having married. Elizabeth Tibbitt, the widow of the testator, and his two sisters, Sarah Heath and Rebecca Mull, were living at the time of the making of the will, survived the testator, and died before the commencement of this suit. James Whartenby, the devisee in remainder, and the next in succession, is still living, and is the defendant in error in this case. The plaintiffs in error claim title by virtue of a sale under a judgment and execution against Richard Tibbitt.

The rule in Shelley's case is in force in Delaware, and an estate tail may be barred there by such a conveyance as that by Richard to Hazel.

Under the law of descents of Delaware all the children share alike—descendants from them taking *per stirpes*.

The question before us is whether the estate given to Richard, the first taker, was an estate in fee-tail, or whether he took only an estate for life, with remainder in fee to the issue of his body, contingent upon the birth of such issue, and, in default of such issue, remainder for life to his widow and two sisters, with remainder over in fee after their death to James Whartenby, the defendant in error.

It is insisted by the counsel for the plaintiffs in error that the words "issue of his body by him lawfully begotten" in the devise, are words of limitation and not of purchase, and that the rule in Shelley's case applies.

For the defendant in error it is maintained that those words are the synonym of *children*, and must have the same legal effect as if that phrase had been used by the testator instead of those found in the devise; that under the circumstances they are words of purchase, and that the rule in Shelley's case has, therefore, no application.

That rule is thus laid down by Lord Coke: "Where the ancestor, by any gift or conveyance, taketh an estate of freehold, and in the same instrument an estate is limited, either mediately or immediately, to his heirs in fee or in fee-tail, *the heirs* are words of limitation of the estate, and not of

Opinion of the court.

purchase.”* An eminent English authority gives this definition, as abridged by Chancellor Kent. The chancellor pronounces it accurate. “Where a person takes an estate of freehold, legally or equitably, under a deed, or will, or other writing, and in the same instrument there is a limitation by way of remainder, either with or without the interposition of another estate, of any interest of the same legal or equitable quality to his heirs, or heirs of his body, as a class of persons to take in succession from generation to generation, the limitation to the heirs entitles the ancestor to the whole estate.”†

The rule is much older than Shelley's case. In that case several judgments in the Year-Books in the time of Edward III are cited in support of it. Blackstone found it recognized in a case adjudged in 18th Edward II.‡ Some writers trace its origin to the feudal system, which favors the taking of estates by descent rather than by purchase, because in the former case the rights of wardship, marriage, relief, and other feudal incidents attached, while in the latter the taker was relieved from those burdens. Others attribute it to the aversion of the common law to fees in abeyance, a desire to promote the transferability of real property, and, as far as possible, to make it liable for the specialty debts of the ancestor. The subject is one of curious and learned speculation rather than of any practical consequence.

Although the rule has been an undisputed canon of the English common law for more than five centuries it has been abolished in most of the States in our Union, and where it still obtains, questions relating to it are of unfrequent occurrence.

In considering it with reference to the present case a few cardinal principles, as well settled as the rule itself, must be kept in view.

In construing wills, where the question of its application arises, the intention of the testator must be fully carried out,

* 1 Reports, 104 † 1 Preston on Estates, 263, 419; 4 Kent, 245.

‡ Hargrave's Law Tracts, 501.

Opinion of the court.

so far as it can be done consistently with the rules of law, but no further.* The meaning of this is that if the testator has used technical language, which brings the case within the rule, a declaration, however positive, that the rule shall not apply, or that the estate of the ancestor shall not continue beyond the primary express limitation, or that his heirs shall take by purchase and not by descent, will be unavailing to exclude the rule and cannot affect the result.† But if there are explanatory and qualifying expressions, from which it appears that the import of the technical language is contrary to the clear and plain intent of the testator, the former must yield and the latter will prevail.‡ The rule is one of property and not of construction.§

While the rule is held to apply as well to wills as to deeds, the words *issue of his body* are more flexible than the words *heirs of his body*, and courts more readily interpret the former as the synonym of *children* and a mere *descriptio personarum*, than the latter. "The word *issue* is not *ex vi termini* within the rule in Shelley's case. It depends upon the context whether it will give an estate tail to the ancestor."||

Where there is a devise like this, if the rule in Shelley's case applies, the estate, upon the death of the first taker, goes, according to the English common-law rule of descent, to the eldest son, to the exclusion of all the other children.¶ But if to the gift in remainder there are superadded words of limitation which change this course of descent, the rule in Shelley's case does not apply and the children take by purchase.**

It remains to examine the case before us in the light of these considerations.

* Hargrave's Law Tracts, 489. † *Ib.*; 2 Jarman on Wills, 311, 313.

‡ Hargrave's Law Tracts, 495; Wild's Case, 6 Reports, 16; Doe v. Laming, 2 Burrow, 1100; Lees v. Mosley, 1 Younge & Collyer (Exch.), 589; Bagshaw v. Spencer, 1 Vesey, 142.

§ Tod's Leading Cases on Real Property, 483.

|| 1 Preston on Estates, 379. ¶ Sisson v. Seabury, 1 Sumner, 244.

** Shelley's Case, Tod's Leading Cases on Real Property, 493; Montgomery v. Montgomery, 3 Jones & Latouch, 47; Doe d. Bosnall v. Harvey, 4 Barnewall & Cresswell, 610.

Opinion of the court.

The estate is given to Richard, the first taker, "*during his natural life.*"

Lord Chancellor Sugden says these words "are, I think, entitled to weight, although when the intention requires it they may be wholly rejected."*

The estate is given, "after his death, to his issue by him lawfully begotten of his body." These must necessarily have been *his children*. They could not have been otherwise. It will do no violence, either to the language here used or to the context, if this clause be regarded as if the testator had substituted the latter words for the former in framing this part of the instrument. If this had been done there could have been no controversy between these parties.† The words of inheritance which follow are, "to such issue, their heirs and assignes, forever." These are the usual and largest terms employed in the creation of a fee simple estate. A descent of the property, to satisfy them, must be according to the law of inheritance of the State of Delaware with respect to fee simple property. Such would be the inevitable result, and such clearly was the intention of the devisor.

This would be an entire departure from the course of descent which must necessarily follow from the rule in Shelley's case, if that rule were to control the transmission of the inheritance. The descent prescribed is to be, not from Richard, but from his issue. The language of the testator is too explicit to leave any room for doubt upon the subject.

In *Montgomery v. Montgomery*, before referred to,‡ the chancellor said: "It appears to be clearly settled that a devise to A. for life, with remainder to his issue, with super-added words of limitation in a manner inconsistent with the descent from A., will give the word *issue* the operation of a word of purchase. This is established by a series of cases,

* *Montgomery v. Montgomery*, 3 Jones & Latouch, 61; see, also, *Archer's Case*, 1 Coke, 67; *Clerk v. Day*, Cro. Eliz., 313; *Wild's Case*, *supra*; *Doe v. Collis*, 4 Term, 294; *Ginger v. White*, Willes, 348.

† *In re Sanders*, 4 Paige, 293; *Rogers v. Rogers*, 3 Wendell, 503; *Chryslie v. Phye*, 19 New York, 344 *Wild's Case*, 6 Reports, 17.

‡ 3 Jones & Latouch, 61.

Opinion of the court.

from *Doe d. Cooper v. Collis*,* to *Greenwood v. Rothwell*."† *Issue* is either a word of purchase or limitation, as will best effectuate the devisor's intention.‡

The next clause is: "In case my said son, Richard Tibbitt, shall die without lawful issue, then, and in that case, to my wife, Elizabeth Tibbitt, my sister Sarah Heath, and my sister, Rebecca Mull, during the natural life of each of them, and to the survivors of them; and, after the death of all of them, to James Whartenby, son of Thomas Whartenby, of the city of Philadelphia, to him, the said James Whartenby, *his heirs and assigns forever*."

These are substitutionary devises, both contingent upon the death of Richard without issue. In that event, an estate for life was given to the widow and two sisters, and a remainder in fee to James Whartenby. That such was the quantity and quality of these estates, if Richard was not a donee in tail, cannot be doubted.

Finally, the devisor declares, that "in case the said James Whartenby shall die before my son, Richard Tibbitt, my wife, Elizabeth, my sister, Sarah Heath, and my sister, Rebecca Mull, then, and in that case, to Samuel Stevenson, son of Philip, and Richard Whartenby, son of John, each two hundred dollars shall be paid out of my estate, and the rest and remainder to William Whartenby, Thomas Whartenby, and John Whartenby, children of the said Thomas Whartenby, of Philadelphia, to them and their heirs and assigns."

The language used with reference to the devisees last named was sufficient, if the devise had taken effect, to give them a fee simple estate. That language, as well as the fact that there was no further devise over, leads necessarily to the conclusion that such was the purpose of the testator.

In describing the estate given to Richard, and that given to the widow and two sisters, in the contingencies specified, the terms of the devise in each case are the same. They are, *during the natural life* of each devisee. So, as to the

* 4 Term, 294.

† 6 Scott's New Reports, 670.

‡ *Doe v. Collis*, 4 Term, 294.

Opinion of the court.

estate given to the issue of Richard, if any should survive him; the estate given to James Whartenby, in default of such issue; and that given contingently to the three devisees last named, the same language is employed in each case. The devise is *to them, their heirs and assigns forever*.

Why should a different effect be given to the same language when applied to different persons in the same class? If the widow and two sisters could take under that employed as to them only an estate for life, why should Richard take more? And if James Whartenby and the three last-named devisees could take a fee simple, which, laying out of view the deed to Hazel, no one questions, why not the issue of Richard, if such issue had been born and survived him? The identity of the language and the aptness of the terms employed indicate the meaning and purpose of the testator in each case.

The theory that only a life estate was intended to be given to Richard, derives further support from the solicitude manifested by the testator, that whatever Richard might take under the will should not be subjected to the payment of the liability he had incurred as the surety of his brother. In that event the testator declares that "all the right of the said Richard shall cease and determine as fully as though he were dead, and that no purchaser shall have any right, title, or claim thereby to any part of my estate so sold."

It cannot reasonably be supposed that the testator intended to give Richard a fee, which even with his consent might be "so sold," and if he had children, thus cut them off and transfer the estate out of the family; and if he left no issue, defeat the rest of the scheme of the will. These results could be guarded against only by giving a life estate to Richard, and nothing more.

In this class of cases in the English courts the doctrine of Shelley's case is applied unless there are circumstances which clearly take the devise out of that rule. Every doubt is resolved in favor of its application. Here, we think, the tendency should be otherwise.

There, the rule is in accordance with the established law

Opinion of the court.

of descent—the general sentiment of the people—their public policy and the spirit of their institutions. It helps to conserve the power and splendor of the ruling classes, by keeping property in the line of descent which the rule prescribes.

Our policy is equality of descent and distribution. Such is the sentiment of our people, and such the spirit of *our* institutions.

This is manifested by the statutes of descent and distribution which exist in all our States and Territories.

We entertain no doubt that the testator intended to give a life estate only to Richard, and a fee simple to his issue, and that they should be the springhead of a new and independent stream of descents. We find nothing in the law of the case which prevents our giving effect to that intent.

We hold that the rule in Shelley's case, for the reasons stated, does not apply. The estate given to the children of Richard was a contingent remainder. Upon the birth of the first child it would have vested, but subject to open and let in after-born children. The devise to Richard and his issue disposed of the entire estate. The devises over to the widow and testator's two sisters, and to James Whartenby, were executory devises. Upon the death of Richard, with the possibility of issue extinct, the devise to James became a remainder in fee simple vested at once in interest, but deferred as to the period of enjoyment until the termination of the intermediate life estates.*

Numerous authorities have been cited on both sides. We have examined them and many others. It is impossible to reconcile the conflict which they present. Lord Chancellor Sugden said no one could do it.† No controlling principle can be deduced from them.

The conclusion at which we have arrived is sustained by many well-considered cases, both English and American.

* Doe v. Howell, 10 Barnewall & Cresswell, 196; Doe v. Howell, 5 Manning & Ryland, 24.

† Montgomery v. Montgomery, 8 Jones & Latouch, 50.

Statement of the case.

We think that the learned judge who tried the case below instructed the jury correctly.

JUDGMENT AFFIRMED.

WALKER v. THE STATE HARBOR COMMISSIONERS.

In the construction of the statutes of a State, and especially those affecting titles to real property, where no Federal question arises, this court follows the adjudications of the highest court of the State. Its interpretation is accepted as the true interpretation, whatever may be the opinion of this court of its original soundness. So held in a case where the Supreme Court of California had construed the terms "tide lands," used in a statute of that State, as applying only to lands covered and uncovered by the tides, and as not including lands permanently submerged by the waters of the bay of San Francisco.

ERROR to the Circuit Court of the United States for the District of California.

Walker brought an action of ejectment against Marks and others, the Board of State Harbor Commissioners, for certain real property situated within the limits of the city of San Francisco, State of California. The case, which was tried by the court without a jury, by consent of parties, arose as follows:

In March, 1851, the legislature of the State of California granted to the city of San Francisco an estate for ninety-nine years in certain lands covered by the tide-waters of the bay of San Francisco, situated within a designated line, described according to a map on record in the recorder's office of the county, and declared that the line thus designated should "be and remain a permanent water-front" of the city, reserving at the same time to the State the right to regulate the construction of wharves and other improvements beyond the line, so that they should not interfere with the shipping and commercial interests of the city and harbor.

A POSTAL HISTORY *of* DELAWARE



By
HARVEY COCHRAN BOUNDS
COPYRIGHT 1938

Harvey Cochran Bounds
June 30, 1938

Copied for reference only from the original
in the custody of the Division of Historical
and Cultural Affairs, Department of State,
Hall of Records, Dover, Delaware.
Permission for reproduction must
be obtained.

PRINTED BY PRESS OF KELLS
NEWARK, DEL.

Volume

700
HE 6376
• A1D3
• B765

office at Harrington, not only is still in operation, but has just been given a modern, up-to-date building. Harrington also holds the distinction of having had the first rural free delivery route to operate in Delaware.

A station was located by the railroad a few miles north of Dover and called *Leipsic Station*. A postoffice was established there on July 1, 1857, and James S. Moore was appointed postmaster. On August 13, 1861, the name of the station and the postoffice was changed to Moorton, after the postmaster. Local residents laughingly aver that Mr. Moore dropped the "e" from the name to save ink. Be that as it may, both the Post Office Department and the railroad company experienced considerable confusion due to the similarity of names between Moorton and Morton, Penna., and requested the residents of the Moorton to change their town's designation. Accordingly, it is told, a contest was held to suggest a new name. The winning name, it is further related, was *Cheswold*, the name of the first Pullman car its sponsor had seen. At any rate, on March 12, 1888, the name of both town and postoffice became Cheswold, William E. Freeston remaining as postmaster during the change. The office at Cheswold is still in operation.

When the railroad was refused permission to build thru Smyrna, it was located about a mile to the west of that town. The town of Smyrna Station was laid out and built on land purchased from Richard Tibbitt. This ground had a provision in its title that it would revert to William Wartenby should Richard Tibbitt die without heir. Tibbitt died without issue and Wartenby sued for ownership of the townsite. After one of the most famous battles in Delaware's legal history, the entire plot of one hundred and seventy-five acres on which *Clayton*, as the town was then known, stood, was decided to be the property of William Wartenby. It was not until 1877 that the Legislature officially changed the name of the town from Smyrna Station to Clayton, but the postoffice—established June 7, 1860—was called Clayton from the start. The first postmaster there was Alexander McConaughy. The mile-long spur track connecting Clayton and Smyrna was built in 1866, and in 1869 the Delaware and Chesapeake Railroad to Easton and Oxford in Maryland was built. For a long time Clayton was one of the most important railroad towns on the peninsula, but the decrease in freight and passenger business on branch railroads, due to the inroads of

trucks and automobiles, has seriously hurt the commerce of the town. The postoffice is still in operation.

In New Castle County, just north of the Canal, is the village of *Kirkwood*, formerly known as Kemp's Corner. It received its present name in honor of Captain Robert Kirkwood, senior captain of the Delaware Battalion of the Continental Army, a very gallant soldier. For a while after the Delaware Railroad was first built, this stop was known as St. Georges Station. A postoffice was established at Kirkwood on May 2, 1861, and closed on April 14, 1863, James A. Benson being the first postmaster. Mr. Benson was again postmaster ten days later, April 24, 1863, when the office was reopened. It has since continued in operation.

Another Delaware Railroad postoffice was opened on March 5, 1862, at Greenwood in Sussex County, as has already been told. And, on January 2, 1863, a postoffice was opened at *Hare's Corner*, the name by which the railroad station at Farnhurst was first known. Hare's Corner took its name from an early settler of that name and was on the old road from New Castle to Christiana Bridge. In early days it was a great cattle mart, and Quinn's Hotel was famous. It was later known as the Green Tree Inn. The old hotel was razed in 1931 during the building of the new dual highway. The first postmaster was Benjamin F. Larzelere and the last was Richard Jackson, the office being closed April 15, 1891.

In 1863, also, *Delmar* got its postoffice on November 3, the first postmaster being William S. Sirmon. This town, at the southern end of the Delaware Railroad, is really two towns, State Street being the dividing line between Delmar, Delaware, and Delmar, Maryland. There are two high schools and two sets of officials, but for postal purposes there is but one address—Delmar, Delaware, as the postoffice has always been on the northern side of the state line. A great railroad town, Delmar has had its periods of prosperity and depression as the fortunes of the railroads fluctuated. The postoffice is in operation as it has been since it was opened.

Two postoffices were opened in Kent County railroad towns in 1866. The first, on January 26, being at the place known successively as West Camden, Camden Station, and *Wyoming*. Its present name was taken from the Wyoming Valley Conference of Pennsylvania from which the first minister in the town came. The beginnings of

*Summary
Nov 17, 1923*

OYS HURT WHAN AUTO S ROAD NEAR SEAFORD

**S GORDY, WM. LAW-
RAY LECATES, INJURED**

The Driver, Was Pinned Un-
Car in Such a Position to
orn Button and Give Alarm
he automobile in which they
ng skidded off the Seaford-
e State highway at Herring
ch about one mile north of
t 2 o'clock Monday morning
y were returning from Wil-
three young men residing at
vere seriously hurt and it was
e injuries of two of them
ve fatal. They are: Jennings
ged 23 years, son of Robert
, chief of the Seaford Fire
nt, in the Emergency Hos-
lilford suffering from a brok-
ossible fracture of the skull
y cuts and bruises about the
illiam Lawrence, aged 17
n of Mrs. Sallie Lawrence,
ngaged at the Babies' Hos-
Wilmington but whose home
ford, in the Emergency Hos-
Milford, suffering from a pos-
cture of the skull, cuts and
nd internal injuries as indi-
hemorrhages at the mouth.
ates, aged 21 years, son of
Mrs. Luther Lecates, cut
e face and body, possible in-
juries and a crushed chest.
his home in Seaford. Le-
s the driver and owner of the
ile involved in the accident.

NEW TAYLOR'S BRIDGE SCHOOL

State Auxiliary Gives \$3327 Toward
\$8327 Cost of Building—New Site
Bought by Taylors Bridge Folks

Bids for the erection of a one-story
brick school at Taylor's Bridge to re-
place the building which was blown
down by a storm last spring, were
opened Monday at the offices of the
Delaware School Auxiliary, in the du-
Pont Building, Wilmington. There
were four bidders. The lowest offer
was made by H. C. Clark and Co., Del-
aware City, of \$8,327 and will be ac-
cepted. Shortly after the school was
wrecked by the storm, the General
Assembly, which was in session, ap-
propriated \$5,000 for the erection of
a new school. This sum proved in-
sufficient and the Delaware School
Auxiliary, which administers the
funds given by P. S. duPont for the
advancement of education in Delaware
offered to subscribe the balance neces-
sary. The auxiliary also offered to pay
the architects fee for plans and in-
cidental expenses. The residents of
Taylor's Bridge have bought a site
for the new school, comprising a plot
of three acres, about 500 feet distant
from the old building. Pupils of the
Taylor's Bridge school, about 30 in
number, have been meeting in the
parlor of a private home since their
building was destroyed. It is expect-
ed that work on the new school will
be started at once and that the build-
ing, which is to be built of brick, will
be completed within three months.

KLANSMEN AT DEAKYNEVILLE

Present School With Flag and Bible—
Dr. J. H. Hawkins Makes Address
Klanmen from all parts of Dela-

1853 May 14th. I do acknowledge to have received from Isaac Hazel granted within
mentioned the sum of Five dollars consideration money within the receipt

Witness Joseph Nimmy }
Thomas S Temple }

Richard Sibbett

(State of Delaware) Be it remembered that on this 14th day of May A.D. 1853,
Kent County, Delaware, personally came before me Joseph Nimmy Notary Public for the
State of Delaware, Richard Sibbett party to this indenture (known to me personally
to be such) and acknowledged this indenture to be his deed, given under
my hand and seal of office the day and year aforesaid

Seal

Joseph Nimmy

Received this deed to record this fourteenth day of January A.D. 1854
G. M. Collins Rec

A true copy recorded and compared with the original attested G. M. Collins Rec

Deed Isaac Hazel to Richard Sibbett

This indenture made this fourteenth day of May in the year of our Lord
one thousand eight hundred and fifty three between Isaac Hazel of Mendelick's
Hundred Kent County and State of Delaware of the one part and Richard Sibbett of
the same hundred county and State of the other part, Witnesseth that the said
Isaac Hazel for and in consideration of the sum of Five dollars lawful money of the
United States of America to him in hand paid by the said Richard Sibbett at or
before the sealing and delivery of these presents the receipt whereof is hereby acknow-
ledged that he granted bargained and sold, aliened, enfeoffed released conveyed
and confirmed and by these presents doth grant bargain and sell, alien on-
feoff release convey and confirm unto the said Richard Sibbett his heirs and
assigns, all that certain tract, piece or parcel of land situate in Dutch Creek Ten-
shaded Kent County and State of Delaware adjoining lands now of Reilly Spuman
Isaac Davis and James Johnson and also bounded by the road leading from
Annyua to Seriton and the road leading from Annyua to the head of Christie
(in Maryland) being the same lands and premises formerly belonging to James
Sibbett Father of the said Richard and by him devised to the said Richard
his son, and by the said Richard sold and conveyed to the said Isaac Hazel
in full simple, containing two hundred acres more or less, together with
all and singular the buildings, woods ways, waters wells courses rights
privileges easements, hereditaments and appurtenances therunto belonging
or in anywise appertaining, and the reversions and reversions remainder
and remainders, rents, dues and profits thereof, and also all the estate
right, title, interest claim and demand or possibility thereof in law or
equity of him the said Isaac Hazel to in or out of the same and
every part and parcel thereof to have and to hold the lands and
premises above mentioned and specified and every part and parcel thereof
with the appurtenances unto the said Richard Sibbett his heirs and
assigns to the only proper use and behoof of him the said Richard

Tibbett his heirs and assigns forever, and to and for no other use, intent or purpose whatsoever; *Isaac Hoagel* of the said State of *Delaware* hereunto set his hand and affixed his seal the day and year first herein written

signed, sealed and delivered

in presence of

Joseph Kimmey

Thomas G. Simple

Whose

Joseph Kimmey

Thomas G. Simple

Isaac Hoagel
1853. May. I do hereby acknowledge to have received from *Richard Tibbett* the sum of five dollars consideration money in the within and mentioned

Isaac Hoagel

State of Delaware. Do it remembered that on this 16th day of May A.D. 1853 *Isaac Hoagel* personally came before me *Joseph Kimmey* Notary public for the State of Delaware *Isaac Hoagel* party to this indenture (known to me personally to be such) and acknowledged this indenture to be his deed *Isaac Hoagel* under my hand and seal of office the day and year aforesaid
Joseph Kimmey

I received this deed to record this twentieth day of January A.D. 1854.

G. W. Collins Sec

A true copy recorded and compared with the original *Isaac Hoagel* Sec

Deed Joseph P. Comery, et ux. to Samuel Comery

This Indenture made this first day of December in the year of our Lord one thousand eight hundred and fifty three, by and between *Joseph P. Comery* and *Margaret* his wife of the Town of Dover, Kent County and State of Delaware of the one part and *Samuel Comery* of Dover Kent County and State aforesaid of the other part, *W. M. M. M.* that the said *Joseph P. Comery* and *Margaret* his wife for and in consideration of the sum of sixty five dollars lawful money of the United States of America to them in hand paid at and before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, Have and each of them *W. M. M. M.* granted bargain and sold aliened enfeoffed released, conveyed and confirmed and by these presents do and each of them doth grant bargain and sold alien enfeoff, release, convey and confirm unto him the said *Samuel Comery* his heirs and assigns, All that certain lot or parcel of land situate in the town of Dover aforesaid bounded on the North by a lot of on the East by *Coram's Avenue* (or High Street extended) on the South by a lot of *Andrew Smith* and on the West by *Ducan Street* extended or about to be extended, by the said *Joseph P. Comery*, it being the same lot of ground which on the plot of lots in said town of Dover sold by said *Comery* on the day of the date hereof and recorded in the Records Office in Dover aforesaid in Book *Vol 6 on folio 163*, is described as No 35, and contains Eighteen Thow


Kent County Deed 208
Book F-4-208 etc

Deed Richard Tibbitt to Isaac Hazel

This Indenture made, this fourteenth day of May in the year of our Lord one thousand eight hundred and fifty three, between Richard Tibbitt of Mendick Hundred Kent County and State of Delaware of the one part and Isaac Hazel of the same hundred County and State of the other part, Whereas James Tibbitt father of the said Richard Tibbitt in his lifetime became seized in his demesne as of fee by virtue of sundry conveyances and assurances among other lands and real estate of and in certain lands and premises situate in Duck Creek hundred Kent County and State aforesaid, the said lands and premises being particularly described and set forth, in part, in an Indenture of Bargain and sale from Isaac Griffith and Mary his wife to the said James Tibbitt bearing date the twenty fifth day of September in the year of our Lord one thousand seven hundred and ninety eight and recorded in the office for recording deeds &c at Dover in and for Kent County in Book No 2 folio 163 &c and also in part in another Indenture of Bargain and sale from Guffee Haddis to the said James Tibbitt recorded in the office for recording deeds &c aforesaid in Book &c vol 3 folios 253-255 and also in part in another Indenture of Bargain and sale from Thomas Plummer to the said James Tibbitt bearing date the ninth day of November in the year of our Lord one thousand eight hundred and fifteen and also in part in a certain accord made in pursuance of an agreement between the said James Tibbitt, William Collins and George Cummins and others the said James Tibbitt being seized of said lands and real estate aforesaid to wit, on the eleventh day of March in the year of our Lord one thousand eight hundred and twenty nine made and executed his last Will and Testament in writing and afterwards died without having revoked the same but leaving the same in full force and effect, which said last Will and Testament was after the death of the said James Tibbitt to wit, on the twenty eighth day of March in the year last aforesaid duly admitted to probate by and before the Register for the Probate of Wills &c in and for Kent County and now stands of record in the office of the Register of Wills &c aforesaid in Book 2 folio 133 in and by which said last Will and Testament among other things, the said James Tibbitt did devise as follow to wit, I Will and order and do hereby authorize and direct my Executor hereinafter mentioned to sell and convey thirteen and a half acres of Woodland which I purchased at Sheriff's sale of Cornelius Battels and all the rest, residue and remainder of my estate both real and personal of what kind and nature soever, I give, devise and bequeath to my son Richard Tibbitt during his natural life and after his death to his issue by him lawfully begotten of his body to

such issue their heirs and assigns forever", and whereas the said Richard Tibbets grantor in this Indenture is now about to convey to Isaac Hazel aforesaid in fee simple absolute the real estate so devised to him in and by the last Will and Testament of his Father the said James Tibbets the said real estate being the lands and premises in this recital above mentioned, NOW Therefore this Indenture Witnesseth that the said Richard Tibbets Jr and in consideration of the sum of Five Dollars lawful money of the United States of America to him in hand paid by the said Isaac Hazel at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged Hath granted, bargained and aliened released conveyed and confirmed and by these presents doth grant, bargain and sell, alien release, convey and confirm unto the said Isaac Hazel his heirs and assigns, all that Tenn. tract, piece or parcel of land situate in Dutch Creek Hundred Kent County and State of Delaware, adjoining lands now of Presley Spurance Isaac Davis and James Johnson and also bounded by the road leading from Piquina to Kenton and the Road leading from Piquina to the head of Chester (in Maryland) being the same land mentioned in the recital hereof, as having been conveyed to James Tibbets, Father of Richard Tibbets the grantor herein named, in part by Isaac Griffith and Mary his wife, in part by Louffe Loddie, in part by Thomas Plummer and in part from William Collins and which was devised as aforesaid to the said Richard Tibbets in and by the last Will and Testament of his said Father the said James Tibbets piece or parcel of land containing in the whole two hundred acres more or less. Together with all and singular the buildings, woods, way, water watercourses rights privileges easements servitudes and appurtenances thereto belonging or in anywise appertaining and the reversion and reversions reversion and remainders rents issues and profits thereof and also all the Estate right title interest claim and demand or possibility thereof in law or equity of him the said Richard Tibbets to, in or out of the same and every part and parcel thereof, To Have and to Hold the lands and premises above mentioned and specified and every part and parcel thereof with the appurtenances unto the said Isaac Hazel his heirs and assigns, in fee simple absolute to the only proper use, benefit and behoof of him the said Isaac Hazel his heirs and assigns forever and to and for no other use whatsoever. In Witness whereof the said Richard Tibbets hath hereunto set his hand and affixed his seal the day and year first herein written

signed sealed and delivered
in the presence of
Joseph Manning
Thomas L. Joseph

Richard Tibbets 

Writ - James Whartenby of California vs Thomas F. Bayard.

This Indenture, Made the eleventh day of October in the year of our Lord one thousand eight hundred and eighty-one, Between James Whartenby of California (son of Thomas Whartenby late of the City of Philadelphia) party of the first part; and Thomas F. Bayard of the City of Wilmington in the County of New Castle and State of Delaware, party of the second part;

Witnesseth, That the said party of the first part for and in consideration of the sum of five dollars lawful money of the United States of America with him well and truly paid by the said Thomas F. Bayard the receipt whereof is hereby acknowledged, and other good and lawful cause him thereunto moving; Hath granted, bargained, sold, aliened, conveyed, released and conveyed, and by these presents hath granted, bargain, sell, alien, convey, release and convey unto the said Thomas F. Bayard his heirs and assigns,

All that the one undivided fourth part of all that real estate and premises situate in the hundred of Duck Creek and the hundred of Kenton in Kent County and State of Delaware, at, in and near, the town of Clayton - of which James Sibbett late of Duck Creek Maryland, deceased, being seized and possessed did in and by his last will and testament dated March 11th A.D. 1829 duly recorded in the office of the Register of Wills in and for Kent County aforesaid, devise unto his son Richard Sibbett for the estate in the said will mentioned, - which land and premises is more fully described in a deed dated May 14th A.D. 1853, executed by the said Richard Sibbett with Isaac Starch and recorded in the office of the Recorder of Deeds in and for Kent County at Dover, in Record Book D, vol 11, folio 208ve,

Together with all and singular the buildings, improvements, ways, struts, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever therunto belonging, or in any wise appertaining, And the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of him, the said party of the first part, as well at law as in equity, of, in and to the same, To Have and to hold the said one undivided fourth part of said real estate and premises, hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances, unto the said Thomas F. Bayard his heirs and assigns, To and for the only proper use and behoef of the said Thomas F. Bayard, his heirs and assigns forever.

In Witness Whereof, the said party of the first part, hath hereunto set his hand and seal, Dated the day and year first above written.

Signed, sealed and delivered in presence of,
and confirmed by the undersigned 1881 - 1st copy -
written out and on line 18, p. one intended
before signing.
E. W. Whatten.
W. W. Kempston.

James Whartenby Esq

State of California }
County and County of San Francisco. } S.S. - Be it remembered, that on the eleventh

Edw^d Chatterin,
City & County of San
Francisco, State of Cal-
ifornia, Commissioner
for Delaware
11th Jan. 6. 1876. for
7 years.

day of October in the year of our Lord one thousand
eight hundred and eighty one, personally came be-
fore me, Edward Chatterin a Commissioner of Deeds
for the State of Delaware, in and for the City and County
of San Francisco, California, duly commissioned. Whom
James Whartenby, party to the above and foregoing
Indenture, known to me personally to be such, and
acknowledged the foregoing Indenture to be his deed.

Given under my hand and official seal, this day and year aforesaid.

Edw^d Chatterin, Commissioner for Delaware
San Francisco, California.

Rec'd for Record this 5th day of November A. D. 1881.

John C. Gooden, Recorder.

True copy of original

Attest: John C. Gooden, Recorder.

Deed - James Whartenby To Emma C. Harris, wife of Dr. James S. Harris.

This Indenture, Made the eleventh day of October in the year of
our Lord one thousand eight hundred and eighty-one Between James
Whartenby of California [son of Thomas Whartenby late of the
City of Philadelphia] party of the first part, and Emma C. Harris
wife of Dr. James S. Harris now residing in the City of Philadelphia,
State of Pennsylvania, party of the second part,

Witnesseth, that the said party of the first part, for and in con-
sideration of the sum of five dollars lawful money of the United States
of America, unto him well and truly paid by the said Emma C. Harris
the receipt whereof is hereby acknowledged, and other good and lawful
causes him therunto moving, hath granted, bargained, sold, aliened, conveyed,
released, and conveyed, and by these presents both grant, bargain, sell,
alien, convey, release and convey unto the said Emma C. Harris her
heirs and assigns, All that, the three undivided fourth parts
of all that real estate and premises situate in the hundred of Back Creek
and the hundred of Kenton in Kent County and State of Delaware, at
in and near the town of Blayton of which James Sibbett late of
Back Creek Hundred, deceased, being seized and possessed - did in and
by his last will and testament dated March 11th A. D. 1829, duly record-
ed in the office of the Register of Wills in and for Kent County aforesaid,
- devise unto his son Richard Sibbett for the estate in the said will
mentioned, - which land and premises is more fully described in a deed
dated May 11th A. D. 1853, executed by the said Richard Sibbett unto
Simeon Kuzel and recorded in the office of the Recorder of Deeds in and
for Kent County, at Dover, in Record Book F, vol H, folio 208^{ve},
Together with all and singular the buildings, improvements, ways,
streets, alleys, passages, waters, water-courses, rights, liberties, privileges,

hereditaments and appurtenances whatsoever therunto belonging, or in any wise appertaining. And the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of him, the said party of the first part, as well at law as in equity, of, in and to the same. So have and to hold the said three undivided fourth parts of said real estate and premises, hereditaments and premises hereby granted or mentioned and intended as to be with the appurtenances, unto the said Emma G. Harris her heirs and assigns, So and for the only proper use and behoof of the said Emma G. Harris, her heirs and assigns forever.

In Witness Whereof, the said party of the first part, hath hereunto set his hand and seal, this day and year first above written.

Signed, sealed and believed in presence of,
 on line 11 page 1, words "and confirmed" erased; on line 18 page 1 words "and confirmed" erased; and on line 18 page 1 word "and" interlined before signing on line 25, p. 1, "and by" interlined before signing.
 Edw^d Chatterin.
 W. N. Kempston.

James Whartenby Esq^r

State of California }
 City and County of San Francisco, SS.

Edw^d Chatterin, City & County of San Francisco State of California, Commissioner for Delaware, April 6th 1851, for 1 year. [Great of Arms of Delaware]

Be it remembered, that on the eleventh day of October in the year of our Lord one thousand eight hundred and eighty one, personally came before me Edward Chatterin, a Commissioner of deeds for the State of Delaware, duly commissioned and qualified, residing in said City and County of San Francisco, and State of California, James Whartenby, party to the above and foregoing Indenture, known to me personally to be such, and acknowledged the foregoing Indenture to be his deed.
 Given under my hand and official seal the day and year aforesaid.
 Edw^d Chatterin, Commissioner for Delaware
 San Francisco, California.

Recd for Record this 5th day of November A D 1851.
 John C. Gooden, Recorder.
 True copy of original in
 Attest - John C. Gooden, Recorder.

parties to this Indenture, known to me personally to be such and severally acknowledged this Indenture to be their Act and Deed respectively; and that the said Elizabeth Davis, being at the same time privately examined by me, apart from her husband, acknowledged that she executed the said Indenture, willingly, without compulsion or threats, or fear of her husband's displeasure.

Given under my hand and seal of office this day and year aforesaid.

John S. Jester,
Notary Public.

Received for Record this 11th day of December, A.D. 1884.

A True Copy of Original
John C. Gooden, Recorder.

Good- Emma C. Harris To Thos. J. Bayard

This Indenture, made the eighth day of December, in the year of our Lord one thousand eight hundred and eighty-four, between Emma C. Harris, of the city of Philadelphia, and State of Pennsylvania, of the one part; and Thomas J. Bayard, of the city of Wilmington, New Castle County, and State of Delaware, of the other part, Witnesseth: That the said Emma C. Harris, for and in consideration of the sum of Five Dollars lawful money of the United States of America, to her in hand paid by the said Thomas J. Bayard, before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents doth grant, bargain and sell, alien, enfeoff, release, convey and confirm unto the said Thomas J. Bayard, his Heirs and Assigns, All that, the three undivided fourth parts of all the following land and premises, viz: All that tract, piece and parcel of land, situated in Duck Creek Hundred, Kent County, and State of Delaware, and contiguous to the town of Oldtown, on the South side of the Smyrna Branch Railroad and East of the Delaware Railroad - containing Forty-three and one-half acres of land, the same more or less; and being all the lands and premises on the East side of the Delaware Railroad which James Whately conveyed to the said Thomas J. Bayard, and Emma C. Harris, by Indenture

hereinafter mentioned (except two certain tracts and parcel of land the one undivided fourth part of which the said, the said Thomas F. Bayard and wife convey, by deed, bearing even date herewith, to said Emma C. Harris and described therein as tracts, pieces and parcels (no. 1 & 2) the said tract, piece and parcel of land and premises above described being a part of the same lands and premises of which the one undivided fourth part was conveyed to said Thomas F. Bayard by James Wharterly by Indenture dated Oct. 11th, A.D. 1881, and recorded in the Recorder's Office, at Dover, in Kent County aforesaid, in deed Book W. vol. 6, p. 154, &c. And the three undivided fourth parts of which were conveyed to the said Emma C. Harris by the said James Wharterly, by Indenture dated Oct. 11, A.D. 1881, and recorded in the Recorder's Office, at Dover, aforesaid, in deed Book W. vol. 6, p. 155, &c., as will appear by reference to said two Indentures; and the said tract, piece and parcel of land being all the lands conveyed to said Thomas F. Bayard and Emma C. Harris by James Wharterly by the two Indentures above mentioned, except the three lots, tracts, pieces and parcels of land, the one undivided fourth part of which the said Thomas F. Bayard and wife convey by deed bearing even date herewith to said Emma C. Harris, and except also the lot of ground heretofore conveyed by said Thomas F. Bayard and wife and Emma C. Harris to Delahton Basket & Fruit Company.

And all and singular the buildings, improvements, fixtures, ways, woods, waters, water-courses, easements, rights, liberties, privileges, hereditaments and appurtenances to the said tract, piece and parcel of land belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And all the estate, right, title, interest, property, claim, demand and possibility whatsoever of her, the said Emma C. Harris, at law or in equity, of, to, in, or out of the same, and every part and parcel thereof. To have and to hold the land and premises hereby conveyed and sold or intended to be, with the appurtenances, unto the said Thomas F. Bayard, his heirs and assigns, to and for the only proper use, benefit and behoof of him, the said Thomas F. Bayard, his heirs and assigns forever.

In Witness Whereof, the said Emma C. Harris has hereunto set her hand and seal the day and year first-

herein written.
 signed, sealed and delivered in presence of
 the words "three undivided fourth parts of" being inserted in line 30 of the foregoing and corrected before execution.
 Harry C. Graves

Emma C. Harris (seal)

Received, the day of the date of the within Indenture, of the within named Thomas F. Bayard, full satisfaction for consideration money in said Indenture mentioned, the same having been fully paid.

Witness:

State of Pennsylvania,
Philadelphia City & County, ss.

John Sparhawk
Commissioner of Deeds, &c
for Delaware, in Pennsylvania,
Appointed June 25th, 1874.
Term of office seven years.

Be it Remembered, That on this Eleventh day of December, in the year of our Lord one thousand eight hundred and eighty-four, personally came before me, John Sparhawk, Emma C. Harris, party to this Indenture, known to me personally to be such, and

acknowledged this Indenture to be her Act and Deed, given under my hand and seal of Office the day and year aforesaid

John Sparhawk
Commissioner for the State of Delaware,
resident in Philadelphia, State of Pennsylvania

Received for Record this 19th day of December, A. D. 1884.
John C. Gooden, Recorder.

A True Copy of Original
Attest: John C. Gooden, Recorder.

Witness: Thos. F. Bayard wof. To Emma C. Harris.

This Indenture, made the Eighth day of December, in the year of our Lord one thousand eight hundred and eighty-four, Between, Thomas F. Bayard, of the City of Wilmington, New Castle County, and State of Delaware, and Louisa Lee, his wife, of the one part, and Emma C. Harris, of the City of Philadelphia, and State of Pennsylvania, of the other part: Witnesseth: That the said Thomas F. Bayard and Louisa Lee, his wife, for and in consideration of the sum of Five Dollars, lawful money of the United States of America, to them in hand paid by the said Emma C. Harris, before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have and each of them both granted, bargained and sold, aliened, infeoffed, released, conveyed and confirmed, and by these presents do and each of them both grant, bargain and sell, alien, infeoff, release, convey and confirm unto the said Emma C. Harris, his heirs and assigns, All that the one undivided fourth part of All the following described lands and premises, viz: No. 1. All that tract, piece and parcel

of land, situated in Duck Creek Hundred, Kent County and State of Delaware, at and contiguous to the town of Clayton, and bounded on South by Smyrna Branch Railroad, on the East and North by lands late of Sonae Spruance, deceased, and now of Alfred P. Hudson, and on the West by lands of Brigit Shannon, lands late of David W. Thompson, deceased, and others, containing Sixteen Acres of land, more or less. No. 2.- All that certain lot, piece and parcel of ground, situated in the town of Clayton, Duck Creek Hundred, Kent County, and State of Delaware, lying on the East side of Front Street, in said town, adjoining lands of Frank Kelley, lands late of Daniel W. Thompson deceased, and others, - having a front on said Front Street of one hundred feet and running back from said Front Street, in an easterly direction, or course, between parallel lines, a distance of one hundred feet; whereon is erected a frame, two-story hotel building, and out-buildings, be the contents thereof what they may. No. 3.- All that certain other tract, piece and parcel of land, or ground, situated at and contiguous to the town of Clayton, in Kenton Hundred, Kent County, and State of Delaware, and on the West side of the Delaware Railroad; and being all the lands and premises and grounds on the West side of the Delaware Railroad which James Whartenby conveyed to the said Thomas F. Bayard and Emma C. Harris, by Indenture hereinafter mentioned - except a certain lot and parcel of ground heretofore conveyed by the said Thomas F. Bayard and wife, and Emma C. Harris to the "Clayton Basket and Fruit Company" - be the contents thereof what they may. The said three lots, tracts, pieces and parcels of land or ground above described being a part of the same land and premises of which the one undivided fourth part was conveyed to the said Thomas F. Bayard by James Whartenby, by Indenture dated Oct. 11, A. D. 1851, and recorded in the Recorder's Office, at Dover, in Kent County aforesaid, in Deed Book H. vol. 6, p. 157, &c.; and the three undivided fourth parts of which were conveyed to the said Emma C. Harris by the said James Whartenby, by Indenture dated Oct. 11, A. D. 1851, and recorded in the Recorder's Office, at Dover, aforesaid, in Deed Book H. vol. 6, p. 155, &c., as will appear by reference to said two Indentures will appear - and the said three lots, tracts, pieces and parcels of land or ground being all the lands conveyed to said Thomas F. Bayard and Emma C. Harris by James Whartenby by the two Indentures above mentioned, except the tract, piece and parcel of land, the three undivided fourth parts of which the said Emma C. Harris conveys by deed bearing even date here, with, to said Thomas F. Bayard, and except also the lot of

grounds conveyed, as aforesaid, by said Thomas F. Bayard and Emma C. Harris to Clayton Basket & Fruit Company:
 And All and Singular the buildings, improvements, fixtures, ways, woods, waters, water-courses, easements, rights, liberties, privileges, hereditaments and appurtenances to the said lots, tracts, pieces and parcels of land belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, demand and possibility whatsoever of the said Thomas F. Bayard and Louisa Lee, his wife, and of each of them, at law or in equity, of, to, in, or out of the same, and every part and parcel thereof, to have and to hold the land and premises hereby bargained and sold, or intended to be, with the appurtenances, unto the said Emma C. Harris, her heirs and assigns, to and for the only proper use, benefit and behoof of her, the said Emma C. Harris, her heirs and assigns forever.

In witness whereof, the said Thomas F. Bayard and Louisa Lee, his wife, have hereunto respectively set their hands and seals the day and year first herein written.

Signed, Sealed and Delivered

in Presence of the undersigned fourth part of the words the notaries fourth part of being intended in line 29, p. 2, before signing, and also sealed before execution

T. F. Bayard
 Louisa Lee Bayard

Anne Francis Bayard.

Received, the day of the date of the within Indenture, of the within named Emma C. Harris full satisfaction for consideration money in said Indenture mentioned, the same having been fully paid.

In witness: Anne Francis Bayard

District of Columbia,
 Washington County, D.C.

John C. Beall,
 Commissioner of Deeds
 for the State of Delaware,
 District of Columbia,
 Commissioned June 8, 1876,
 Expires June 8, 1877.

Be it Remembered, that on this 11th day of December, in the year of our Lord one thousand eight hundred and eighty-four, personally came before me, John C. Beall, a Commissioner of Deeds for the State of Delaware, in and for the District of Columbia, Thomas F. Bayard and Louisa Lee, his wife, parties to the Indenture known to me personally or by such, and severally acknowledged this Indenture to be their

set and deed respectively; and that the said Louisa Lee Bayard, being at the same time privately examined by me, apart from her husband, acknowledged that she executed the said Indenture willingly, without compulsion or threats, or fear

of her husband's displeasure.

Given under my hand and seal of office, the day and year aforesaid.

John C. Ball,

a Commissioner of deeds for the State of Delaware, in and for the district of Columbia.

Received for Record this 20th day of December, A.D. 1884.

John C. Goaden, Recorder.

+ True Copy of Original -

Attest: John C. Goaden, Recorder.

Deed— Robert W. Greenlee To William E. Greenlee

This Indenture, made the tenth day of November, in the year of our Lord one thousand eight-hundred and eighty-four between Robert W. Greenlee, of South Munderhill Hundred, Kent County, and State of Delaware, of the first part; and William E. Greenlee, of the same hundred, County and State, of the ~~second~~ ^{second} part: Witnesseth: That the said Robert W. Greenlee, for and in consideration of the sum of Twelve hundred and fifty Dollars, lawful money of the United States of America, to him in hand paid by the said William E. Greenlee, before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents doth grant, bargain and sell, alien, enfeoff, releas, convey and confirm unto the said William E. Greenlee, his heirs and assigns, All that certain farm, tract and parcel of land and tenements, situated in South Munderhill Hundred, Kent County, and State of Delaware, lying on both sides of the public road leading from Hollandsville to Greensborough, adjoining lands of John W. Casper, lands of James A. Melvin, lands of John R. Menzies, lands of Philemon Edwards, lands of William C. Jimp, and lands of William C. Lattenfield, and contains seventy eight acres of land, be the same more or less; said farm or tract of land is composed of three separate parcels or purchases, now embraced in one survey, made by Joseph Ward, Surveyor, and for further information refer to deed from William E. Greenlee to Robert W. Greenlee, recorded in the office for the recording of deeds, at Dover, in and for Kent County, in deed Record Book B, volume 6, page 72, date, 20th day of July, A.D. 1881.

And All and Singular the buildings, improvements, fixtures, ways, woods, waters, water-courses, easements, rights, liberties, privileges, hereditaments and appurtenances to the said farm, tract or parcel of land and tenements belonging, or in anywise appertaining; And the reversion and reversions, remainder and remainders,