

Little Known History of
Newark, DE and its Environs

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XXVII

MEETING HOUSE HILL

ALMOST everyone in New Castle County north of the Canal, knows Polly Drummond's Hill, but how few of these people have any idea of the fact that for perhaps ninety years before Polly Drummond was born, it was known as Meeting House Hill, and that of its known history of not less than two hundred and thirteen years, Polly for less than seventeen years owned in part the little property at the summit of the hill which has since borne her name.

Around this elevation there are, as elsewhere, certain deeply rooted traditions, some of which, because of the lapse of years, cannot be established, and at least one of which, beyond question, is erroneous, viz:—that it is the highest point in Delaware. This statement is based on information given me by the most accurate man I know, who gives the height of Meeting House Hill at 50 feet West of the cross roads as 293 feet; of Iron Hill as 330 feet; Fairview Road in front of Richard G. Buckingham's as 343.29 feet; and Center-ville—highest point in the State, 432 feet, which ought to dispose of the first claim, if it had not been disposed of so often heretofore. The United States Geological Survey of 1904, establishes the elevation at the cross roads as 290 feet and, what is more interesting, that at Milford X Roads as 312 feet. It is probable that the unobstructed view in all directions from the summit of the hill not common to the other locations, gives an impression of height not shared by the other elevations.

In just what year the congregation of White Clay Creek Church was organized is unknown. Among those present at the first meeting of the Presbytery of New Castle, the 13th day of March, 1716/7, was "Mr. George Gillespie of Christiana.

Creek." He was ordained pastor of Head of Christiana in 1713, but it was on June 20th, 1907, that this congregation celebrated the 200th anniversary of its organization.

Of the White Clay Creek congregation, no mention appears on the minutes of the Presbytery until August 1, 1721, when it was reported "that James Moorhead, a wandering imposter (who was publicly disowned by an order and Act of our last Synod), doth intrude upon some of Mr. Gillespie's people and others between White Clay Creek and Red Clay Creeks; it is therefore by this Presbytery appointed that Mr. McGill shall preach to said people upon the 3d Sabbath of this instant, August, and he shall read to said people the above Act of the Synod and admonish said people to beware of the said Moorhead." Mr. McGill did this and reported back at a meeting held a few weeks later.

Reading this in Dr. Mackey's "*History of White Clay Creek Church*," I was inclined to be a bit sympathetic with James Moorhead or Morehead, as he is called sometimes, until I read the minutes of the Synod of Philadelphia, of September 22, 1720, and September 22, 1721. It seems that James Moorhead was not only contumacious but more than that, his credentials were "false" and his conduct "scandalous." The people of White Clay Creek had written a letter of protest to the Synod, to which a written reply was sent by Mr. John Thompson, who was ordered to "preach at White Clay Creek and to read said letter to said people with all the conclusions of the Synod relating to the said Morehead."

From this I conclude and in this opinion I am supported by Dr. Mackey, that the congregation was organized, though perhaps not regularly, at an earlier period and that there was a meeting house there for public worship before 1721. At that period the Scotch-Irish Presbyterians, because of religious and political differences, were coming to America in great numbers, and they brought their religion with them.

From time to time, on orders of the Presbytery, May 2, and October 5, 1722, the people were supplied, intermittently, it must be admitted, by Messrs. Hook, Gillespie, and McGill. On March 12, 1723, Rev. Robert Laing was appointed to preach at White Clay Creek and Brandywine, alternately.

June 5, 1723, "Appointed that our next Presbytery to meet at White Clay Creek meeting house the first Wednesday of August next." Of this Dr. Mackey says, "This is the first mention of a church building belonging to the congregation."

Because of a great "fresh" in the White Clay Creek, Presbytery did not meet on the day appointed, but did meet on the 13th of August, when poor Mr. Laing was rebuked by the Moderator and suspended from preaching until the next meeting of Presbytery for having been guilty of profaning the Lord's day by washing himself in a creek. Considering how small were the houses and how few the conveniences of that day, I feel he should have been commended. Anyhow, after Mr. Laing had appealed to the Synod, giving the excuse "that he was in bad health and had sought relief by the water cure," the Synod removed the sentence, but rebuked him again. However, Mr. Laing's ill health continued, and in 1726 he passed out of the picture, but meanwhile, in 1724, the pulpit was supplied again by Rev. Daniel McGill.

February or March, 1724, Rev. Thomas Craighead, lately come from Scotland, accepted a call from representatives of White Clay Creek, which Presbytery approved, Mr. Craighead to supply Brandywine every third Sabbath. Although he was not installed until September 22 following, he served the congregation, apparently acceptably, for nine years, and that the congregation must have grown is evidenced by the fact that in 1728 the church asked Presbytery for the whole of his time.

Mr. Craighead was the son of Rev. Robert Craighead, himself a minister of renown, born in Scotland, but who had been a pastor in Ireland for thirty years.

Thomas Craighead had studied medicine, married the daughter of a Scotch Laird, who must have been a woman of considerable attainment, and later he had heard and followed the call to the ministry. Not only were this couple worthy of their forebears, but more than that, they were the progenitors of a long line of men and women distinguished in the ministry, in law, and in other walks of life, and as patriots, renowned in the service of their country.

A grandson, Rev. John Craighead, Jr., the first regular pastor of the Rocky Spring Presbyterian Church in Franklin County, Pennsylvania, received notice in an earlier article.

A granddaughter, Ann Craighead, married Rev. Alexander McDowell, who brought New London Academy to Newark.

A sketch of the life of Colonel George Craighead, born 1733, brother of Ann Craighead, in "*A Genealogical Memoir of the Craighead Family*" (1876), has it that he was an officer in the French and Indian War and in the Revolutionary War as well; "a judge and an elder in the Lower Brandywine Presbyterian Church and Speaker of the Council at the adoption of the Federal Constitution."

Unfortunately, these claims are not fully substantiated. Dr. Mackey, who should know, says that Colonel George Craighead was an elder of White Clay Creek Church, while James Latimer, of New Castle County, was president of the Convention for ratifying the Federal Constitution, of which body Colonel Craighead was not even a member. We recall that the Delaware Convention ratified the Constitution December 7, 1787.

At the same time, the records of the Levy Court of New Castle County show that George Craighead was a member of that body from November 23, 1784, until December 26, 1792; October 20, 1784, he was elected to the State Senate from New Castle County, and from 1786 to 1787 was Speaker of the Senate.

Even if not one hundred per cent accurate, the Memoir of the Craighead Family fills one with admiration; the family itself is comparable with the well known Edwards family, and impresses one with the claims made for heredity.

It is well, too, for us to remember Captain Robert Kirkwood, also a son of this church, but we should not forget his neighbor, Colonel George Craighead, who served his State in peace as well as in war. He removed to Western Pennsylvania in 1795.

Following the departure of Thomas Craighead in October,

1733, there appears to have been no regular pastor in charge of the White Clay Creek Church until 1737, when Rev. Charles Tennent, a member of another very distinguished family, became its pastor. He was one of four sons of Rev. William Tennent, Sr., whose famed "Log College" was the precursor of Princeton College, of New Jersey, and each of whose sons entered the Presbyterian ministry.

It was during the ministry of Charles Tennent that two notable events took place, viz:—the preaching of George Whitefield and the great Schism of 1741. Of the first, I quote from Bernard Fay's *Franklin*. Speaking of the rather anomalous friendship existing between the free thinking Benjamin Franklin, and the stern evangelist, George Whitefield, he says, "A Philadelphia correspondent sent the following note which appeared in the Boston News Letter for December 6, 1739: 'On Sunday at White Clay Creek he preach'd twice, resting an hour between sermons to about 8,000 people; of whom about 3,000 'tis computed came on horseback. It rain'd most of the time, and yet he stood in the open air.'"

When one considers that at this time the very few roads in Mill Creek and in the adjoining Hundreds or Townships were little more than Indian trails, the presence of even one-half of the number would give remarkable testimony as to the magnetism of Whitefield.

There are in the neighborhood of Meeting House Hill a number of houses, which in whole or in part must have been standing for more than two hundred years. I wonder in which one of them Whitefield was entertained. Was it in the Montgomerys, the house of the Craighheads, or the Kirkwoods or of the pastor himself?

Again and again I have tried to picture the scene on that day, in late November, with this fiery young John-the-Baptist preaching in the rain to thousands of listeners. He was not then twenty-five years of age. Did he stand on the summit of the hill, with his great audience below him, or did he stand near the church in the cup-like depression between this hill and the slightly lower elevation to the East? Dr. Mackey says

that it was a four day meeting, and that the services were held in a large tent, but I am inclined to accept contemporary testimony, although Dr. Mackey cites the word of one "who was one of the subjects of the revival and appeared to be an eminently pious woman." Whitefield is said to have had a powerful voice and, if it is true, as told, that when he preached at Second and Market Streets, Philadelphia, he could be heard clearly in Camden, no doubt, he could be heard by all his listeners.

Not everyone favored Mr. Whitefield, and Dr. Mackey says that when he returned to White Clay Creek in 1740, some opposers being present, he took great pleasure in singing the 23d Psalm:—

"My table thou has furnished,
In presence of my foes;
My head thou dost with oil anoint,
And my cup overflows."

After the Palace Beautiful, came the Valley of Humiliation. Not only were most of the pastors of the nearby communities out of sympathy with the evangelistic preaching of Whitefield, but this feeling was shared by many of Charles Tennent's congregation as well.

Alas, the preaching of these eighteenth century revivalists resulted in more than the revival of religion from the low ebb to which it had fallen. It was through this very preaching that came the great schism that rent asunder many congregations of really fine people and caused them to act toward one another in a most unchristian manner, even to the point of physical violence.

Charles Tennent went with the "New Side," and for ten years or more, the dissension continued until, finally, on May 25, 1752, his supporters purchased from Joseph England, a miller, the lot on which the present building stands, the deed being taken in the names of William Steel, John Deal, William McCrea, James McMechen, David English, Evan Rice, William Galogher, Neal Morrison, William McMechin, Charles Black, Robert Boggs, and Hugh Randalls, "members of the

Presbyterian congregation whereof the Reverend Mr. Charles Tennent is at present pastor." According to the survey, the lot contained two acres and one hundred perches. It was sold for the consideration of £13-s2-d6.

The disunion of the "Old and New Sides," a long story, was terminated at the first meeting of the re-united Presbytery, May 29, 1759, but I fancy there were many old sores of a personal nature that remained unhealed. On March 2, 1763, Presbytery dissolved the pastoral relation.

Meanwhile, about the year 1742, the Rev. Mr. Hamilton, wisely enough, had declined a call from the "Old Side." Again, in 1743, Rev. Alexander McDowell, who was pastor of the "Old Side" congregation at Elk River (Lewisville, Pennsylvania), was invited to preach here in addition to his other charges, and on December 17, 1755, Rev. William McKennan, pastor of Red Clay Creek Church, was ordained as the pastor here in addition to his other pastoral duties. He seems to have been the last preacher invited to the charge on Meeting House Hill, and there appears to have been no formal dissolution of the pastoral relation.

But what about the title to the land on which the old church, or rather, the two early churches, were built, for it must be understood that the church built at the foot of the hill in 1752 was the third house of worship for the White Clay Creek congregation, whereas the present edifice, the fourth, was built in 1855.

February 8, 1724, Rev. Thomas Craighead, "Minister of the Gospel at White Clay Creek Meeting House," purchased 402 acres of land from Jonathan Evans, for the consideration of 242 pounds, 7 shillings, lawful silver money of the Government. It seems cheap enough, and Thomas Craighead must have thought so, for he had not yet given formal acceptance of the call.

April 10, 1727, for the consideration of "one pepper-corn yearly if demanded," he sold one acre, out of the 402 acres, to "John Montgomery, William McMechen, William Steel, William Nevin, Hugh Clark, and Josiah Ramage, Trustees, for

the use of the people called Presbyterians belonging to the Presbytery meeting at White Clay Creek."

February 5, 1740, John Montgomery, Hugh Clark, and William Steel, for the consideration of five shillings, conveyed this property to "James McMechen, of White Clay Creek Hundred, William McGaughey, William Nevin, Alexander Montgomery, David Nevin, and William Coughran of Mill Creek Hundred, members of the Presbyterian meeting in the said Mill Creek Hundred, as Trustees."

The schism took place in 1741, and on October 20th of that year, for the consideration of eight pounds, Samuel Corry conveyed to John Montgomery, Alexander Montgomery, William Nivin, Thomas Gray, Robert Kirkwood, Hugh Clark, Robert Smith, and William McDowell, members of the Presbyterian meeting at White Clay Creek, one-half acre of land whose beginning is "a Corner of the old Presbyterian Meeting House Land." The deed reserves unto "Margaret Creaghead widow of Thomas Creaghead, House Carpenter, and to her heirs for ever a pew in the Presbyterian Meeting House on the said half acre of Land erected." There is the further condition that it is "to the only and proper use and Behoof of the congregation of Presbyterians of White Clay Creek Meeting, they continuing in and firmly adhering to the Presbyterian persuasion, Discipline, and constitution of the Kirk of Scotland and to the use of no other religious society, church or Persuasion whatsoever."

There must have been some question as to the validity of the deed, for on February 22, 1752, Samuel Corry for the sum of five pounds conveyed the same half acre of ground with the Meeting House thereon erected, to Thomas Grey, Robert Montgomery, John Crossan, Robert Kirkwood, William Carson, and Samuel Corry, Jr. It appears from this deed that the title of Samuel Corry was defective and that on August 10, 1741, he had repurchased the lot from Margaret Craighead, administratrix of Thomas Craighead, deceased, at Orphan's Court sale and it took ten and one-half years for the "Old Side" to get control of it again.

December 8, 1772, fourteen years after the reunion in

1758, Robert Montgomery and Robert Kirkwood, surviving trustees, conveyed both tracts of land with the Meeting House thereon erected "to Doctor William McMechen, Evan Rice, John Nivin, Alexander Montgomery, Attorney, Samuel Crossan, and Archibald Homes" as Trustees for the united congregation.

A deed from Thomas Montgomery to Blair McClenachan, dated June 26, 1779, and a deed from Blair McClenachan and wife to Thomas Montgomery, dated March 25, 1786, conveying in all 660 acres, specifically exempt these lots in the following language—"excepting and reserving out of the same All that tenement and parcel of land whereon the two Presbyterian Meeting Houses are built, commonly called the Meeting House Land, containing one and one-half acres with free ingress, egress, and regress into and out of the same."

Apparently the Trustees of the united congregation had experienced some difficulty with trespasses by "thoughtless or ill-disposed persons" on the first mentioned lots as well as on a small additional piece of ground acquired by "deed or gift" whereon the Meeting-House now stands, and in May, 1786, petitioned the General Assembly of Delaware to amend these defects.

Again and again in deeds, this property is excluded in conveyances of land, of which it was a part originally, the first omission noted being in the Deed of William Bright and wife to Rebecca P. Thompson, dated April 25, 1881, conveying 100 acres, now owned by her daughter, Katharine Greenwalt.

From all this, I conclude beyond doubt that there were two meeting houses on top of the hill; that the first was erected some years before 1721. Jonathan Evans on whose land it was erected had owned the land for eleven years prior to 1724, when he conveyed it to Rev. Thomas Craighead, and Dr. Mackey, with reason, asserts that the second meeting house must have been built some time before the death of Thomas Craighead, Jr., in 1735, as it was on his estate. This brings to me the conviction that the second Meeting House was built to accommodate the growing congregation in a community whose Presbyterian population was rapidly

increasing. It must have been so if George Whitefield could be attracted here four years later.

Dr. Mackey is of the opinion that the second church building was on the South side of the road that leads East from the hill, and the statement that there was a graveyard on this as well as on the North side of the road, appears to be borne out by the petition to the General Assembly in 1786 and by tradition as well. Now, the few neglected and tottering grave stones that remain are to be seen on the North side, only, in a cow pasture, the Nivin lot alone being fenced for protection. There is a flat tombstone marking the last resting place of Margaret Craighead, widow of the first pastor, and of their son, Thomas, and his wife, also named Margaret, all but covered with sod. It is said that many of the tombstones have been removed to a nearby farmhouse and put to ignoble purposes.

Before leaving these Presbyterians, I cannot refrain from mentioning one particular matter of personal interest to me. On April 13, 1792, the log Meeting House, erected forty years earlier, having become sadly in need of a new roof and other repairs, subscriptions were asked, not only from members of the church and congregation, but from other persons as well, among which I find the names of my great-grandfather, William Cooch, his half-brother, Francis Cooch, their brother-in-law, Solomon Maxwell, and their cousin, William Simonton.

Houses of worship did not give to Meeting House Hill all of its importance. Tradition has it that the summit of the hill was used by the Indians as a vantage point from which the approach of hostile war parties could be detected when miles away, and that on its summit signal fires were built by them. That this is quite possible, is borne out by the evidence of signs of an Indian village and a graveyard nearby, along Muddy Run.

Whether Taylor and Pierson, in 1701, and/or Mason and Dixon, in 1764, used Meeting House Hill as an observation point, I have not learned. The earlier surveyors were sparing in words as to details and Mason and Dixon little less so.

Acting on authority from the States of Delaware, Mary-

land, and Pennsylvania, in 1849 and 1850, Lieut. Col. J. D. Graham of the War Department, with a corps of engineers, made another survey for the purpose of locating the site of "the original boundary stone established at the point where the States of Pennsylvania, Maryland and Delaware join each other." That Col. Graham used Meeting House Hill for observations is suggested in the report of Col. W. C. Hodgkins entitled *An Historical Account of The Boundary Line Between the States of Pennsylvania and Delaware* (1894), in which, speaking of the work of his aides, he says: "They had succeeded in recovering the stations of 'Londonderry,' 'Meeting-house Hill' and 'Grandview,' the last two so close together as to amount to practically one station." The word, "recovering," to me indicates an earlier use by other surveyors. At Col. Hodgkins instance, Joseph Willis, of Newark, whom many here will remember, built a "46 foot tripod and scaffold at 'Meetinghouse Hill.'" The Hodgkins' survey was made in 1892-1893.

Further than this, Scharf in his *History of Delaware* (1888) says, "There are numerous small hills in this hundred (Mill Creek), the highest of which is 'Meeting-House Hill.'" "On this, in the summer of 1852, '53 or '54, a corps of engineers encamped, and erected an observatory about eighty feet high, on which their instruments were mounted. Their object was to survey the coast from New York to the mouth of the Chesapeake Bay. * * * * The party was there three or four months, and had a guard of United States soldiers. A few years since another corps of engineers erected an observatory on Drummond's Hill." Even so good an historian as Scharf may become slightly mixed at times, and Conrad "nods" in like manner.

Those who have never viewed the panorama spread out in every direction from Meeting House Hill, have missed much. From the summit, on an ordinarily clear day, Pennsylvania, Maryland, and New Jersey, as well as Delaware, can be seen with the naked eye. The following are some of the many objects that can be seen: Iron Hill, Newark, Summit Bridge, the Railroad bridge nearby it, the bridges at St. Georges and Delaware City, the range light below St. Georges, the Dela-

ware River, North from Delaware City for two miles, automobiles at Bear, the Delaware Railroad trains running from Wilmington to Porter, at night, a long string of lights on the Jersey shore, Newport, Stanton, Elsmere, Marshallton, one-half of Wilmington, Corner Ketch, and many intermediate points. On a clear day, with the aid of a glass, Dr. Cooper can pick out the windows of the du Pont Building, ten miles away, and cars leaving Marshallton, running West on the Capitol Trail, for half a mile point their lights directly at his house on the summit. The Coopers love the view in all seasons, spring, summer, autumn, or winter, with everything snow-clad, grey days or gold, but Richard Cooper loves it best in the glory of early summer, just after wheat cutting.

John Chalmers says that, at one time, a blacksmith shop occupied the northeast corner of the cross roads.

Since I began delving into the history of Meeting House Hill, I have learned through several sources of an abandoned road other than those mentioned in the article, "Abandoned Roads." This road leads from the Pike Creek road to Meeting House Hill, and doubtless was that over which trudged the early churchgoers from the Limestone road, who walked barefooted to Pike Creek. It is between the road that leads directly from Pike Creek to the Hill and what is called the Fairview School Road, and although it must have been abandoned for more than a century, its route can yet be traced. More than one person to whom I have talked claims to have traversed it on foot. I think that some of the roads must have been in existence as trails long before, if ever, they received official recognition. I have spent hours trying to unravel the tangle, as to which, mention in histories and in the Levy Court records is most casual and fragmentary.

With respect to roads in Mill Creek Hundred, both Scharf and Conrad make this statement,—“On February 26, 1752, the viewers appointed to review ‘the road formerly laid out, leading from Joseph England’s to the county line’ made a favorable report which was confirmed.” Undoubtedly, this is the road that runs from Eastburn’s Red Mill, north over the “Hill” to Corner Ketch and beyond, and undoubtedly this was the same Joseph England who, on May 25, 1752, conveyed to

the then Trustees the present site of White Clay Creek Church. Of this road I find no record in the office of the Clerk of the Peace in Wilmington, who insists that these early records are in Dover, while the State Archivist is equally positive that they are in Wilmington.

In August, 1768, (according to Scharf and Conrad again) the Levy Court was petitioned to open a road from Newark to Cuckoldstown (Stanton), adjoining the plantation of Jeremiah Wollaston, and extending to the old Presbyterian Church, and thence 'til it intersects the road from Newark to the Circle, near the school house of Robert Boggs. According to John Nivin, the old schoolhouse at Milford X Roads was a small stone structure, possibly twenty feet square, probably one of the earliest built in New Castle County, and was located on that part of the Hop Yard tract now owned by Mrs. Cora Johnston at Milford X Roads. James Boggs owned the property around 1750, and probably Robert Boggs was of the same family. Now assuming that the road from Newark to Milford X Roads, Corner Ketch, and beyond, was the road to the Circle, we have this new road as beginning at Palmer Dickey's in Stanton, to Eastburn Heights Garage, to Pike Creek through the old Wollaston tract, over Meeting House Hill, to Milford X Roads, and so on via Thompson's Ford to the New London road that we know now. At the same time, it must be said that a survey of Judge Morris' farm, dated January 2, 1793, shows no road West of the summit of the hill.

In the deed of Joseph England, Miller, to the Trustees of White Clay Creek Church, the beginning was "at the intersection of two roads, the one leading from White Clay Creek landing to McMechin's mill, the other from England's to Cap't Rice's." White Clay Creek landing certainly was just back of Truxton Boyce's home near Stanton, while McMechin's mill may have been at Roseville. There have been no less than three dams there, and the McMechins or McMechens lived in that vicinity. The other road must have been the one whose record is missing. From a plot of a grant by William Penn in 1683 of a larger tract, of which his property was a part, Captain Rice must have lived somewhere in the neighborhood of Fairview School or Ebenezer Methodist Episcopal Church.

Again, after a deliberation of six months, on March 16, 1832, the Levy Court approved the recommendation of a committee "to lay out a road from Ogletown, via England's Mill to the Rev. A. K. Russell's Meeting House,"* and the same day appropriated the sum of one thousand dollars for the building of a bridge over the White Clay Creek at England's mill. March 14, 1833, the bridge was reported completed at a total cost of \$917.38. The names of the committeemen were: George Platt, White Clay Creek Hundred, Eli Biddle, St. Georges Hundred, and James Giffin, of Mill Creek Hundred, and I take off my hat to them.

Even the names of the roads over Meeting House Hill seem to have changed with the passing of years. In addition to those already given, I note on the 1793 survey, that from about the site of the church building the road North is called the New London Road and South, the road to Christiana Bridge, while the road running East from the summit is called the Newport Road. In the Levy Court records in 1831-1833, the Capitol Trail, which did not then run to Wilmington, was known as the road from Newark to Stanton. In one description, the North and South road is known as the Public Road leading from England's Mills (now known as Red Mills) to Corner Ketch, and the road West of the summit as the road leading from Milford Cross Roads, while in at least one description, the Newport Road is called the road leading from Polly Drummond Hill to Taylor's Factory, all of which would be very confusing to the stranger, particularly when we consider that Taylor's Factory, on Pike Creek, has not been operated for lo these many years.

The limitations of time and my own inexperience, not to speak of the limitations of space for this now very lengthy article, will not permit a complete recital of the more than frequent transfers and retransfers of land included within the area of Meeting House Hill. It is therefore with some hesitation that I make the statement that a part of the land appears to be included within the area of a grant of 1,000 acres of land by William Penn to William Welsh, of New Castle County, December 11, 1683; the tract bearing the somewhat

* The Rev. Andrew K. Russell was pastor of White Clay Creek from 1812 to 1839.

appropriate name of Pilgrim Place. Many succeeding conveyances, however, were included in whole or in part with lands directly or indirectly acquired through other grants, all of which leaves me in considerable confusion.

There are, perhaps, within this area, a half dozen or more farms, large and small. With respect to several of these, through kindness, for which grateful acknowledgment is made here and now, I have had access to abstracts of title which carry the chain of ownership back for more than one hundred years, but which, when cited, will be sketched only briefly. Each of these farms, where not subjected to a recent subdivision, has on it a dwelling of colonial days.

To the Southwest, back of Dr. Cooper's, and stretching up towards Crow Hill, is what is called the Gale place, of 60 acres, now owned by Letitia (Gale) Chalmers, who has lived there for forty years. Mrs. Chalmers says that the name of the last previous owner was Lynam, and before him, George Murray, while Beers' *Atlas of Delaware*, 1868, gave the name of the then owner as William Bell. Since the present ownership, the interior of the house has been greatly changed, the old kitchen having been converted into a parlor, incident to which, "Shorty" Chalmers tore out an old Dutch oven and bricked up a huge fireplace, the tale of which left me without words for adequate expression. However, inside and out, and particularly in the attic, the construction of this old stone house, with brick coping, capped with a three-inch plate on which the rafters rest; with plate and rafters held in place by wooden pins, extending into the brickwork; indicate a construction at a much earlier date than any of the present generation can recall. The house may well be two hundred years old.

Approaching from the East, about half-way between Pike Creek and the summit, on the North side of the road, is the farm of 65 acres, now owned by John B. Lynch, on which is a stone dwelling of undoubted great age, despite the repeated modernizations. This house, whose walls are twenty-two inches thick, is built of native field stone, and, from its outer appearance, at first may have been smaller, or it may be that

the original builder rested for a time between the start and finish. The Lynches have lived here for less than seven years, but, through the courtesy of Mrs. Thomas McClary, I have been able to carry the record back nearly one hundred years. March 27, 1838, Nathaniel Richards purchased the farm from Joseph Chamberlain, executor of Nathan Hendrickson. Dutton Richards, born there November 26, 1845, purchased the property after the death of his father in 1876 and lived there until 1902, when he sold it to his son-in-law, Thomas McClary, who in turn sold it in 1912 to John McCall, whose son sold the farm to the present owner. Undoubtedly, the farm house had been standing for many years before it was purchased by Nathaniel Richards.

Not a great distance farther West, on the South side of the road, is a lane that leads into the Ware place of 18 or 20 acres. There is quite an old frame house on this tract, and, while I do not think it can be so old as some of the other houses, I was struck by the appearance of the fireplace crane and some of the hardware that appeared to be of an earlier period than the rest. I conclude that it must have been taken from an older house that the present one replaced. In the attic are two very old four poster bedsteads and a canopy cradle, also a dictionary bearing the date of 1822 and the name of Mary Ann Ware. From the chair rails, exposed beams, hardware, etc., the house may be anywhere from one hundred to one hundred and fifty years old, and is in such a state of disrepair that the tenants were about to move out of it.

Across the road on Rice's Hill, an elevation nearly as high, and but a few hundred yards East of Meeting House Hill, is the "Grand View Farm," of thirty acres, which Leroy B. Walton and his family have occupied for nearly fifteen years. The abstract of title is not traced back of 1814, when Samuel Ogle conveyed the tract to Washington Rice. Samuel Ogle was the son of Joseph Ogle, and the tract was awarded to him by the Orphans' Court out of other lands belonging to the estate of Joseph Ogle, an intestate decedent, which gives color to the belief of Leroy Walton that the Ware farm was a part of the Ogle tract.

What interests me even more, is the stated opinion of

*Leroy Walton, as well as that of the present owner, that before the Ogles, the larger tract was that owned by the Kirkwood family, and while the abstract does not carry the title back so far, this is reinforced by earlier descriptions of the Greenwalt farm that refer to the Walton property as lands of William Kirkwood. This tradition is accepted by William G. Little and his sister, Isabel (Little) Higgins, who formerly lived nearby.

Undoubtedly, "the two-story stone house with frame kitchen and the good frame barn," on the Walton farm, are those mentioned in an Orphans' Court order of sale, dated September 2, 1851, and that they were erected much earlier is quite evident. Besides the fine mantel and the huge chimney, there are several unusual features, as for example, a deep recess in the wall of the front room, apparently intended as a book shelf, and under both the East and the West windows, a deep drawer for which provision must have been made in building the house. With evident intention of building another unit later, the front of the house is frame, but the side walls must be two feet thick. The view from this house, as well as that from the Lynch house, is superb, and the farm is well named "Grand View."

Since April 25, 1881, when William Bright sold to Rebecca P. Thompson the one hundred acres that front on the Christiana Road and the Newport Road, the well known Greenwalt farm has been owned by the Thompsons and the Greenwalts. Earlier, for many years, it was part of a larger tract of about 201 acres lying on both sides of the Christiana road.

That the 201 acres were a part of the larger tract of 402 acres that Jonathan Evans conveyed to Thomas Craighead on February 8, 1724, is evident from the fact that until the deed of April 25, 1881, every description of the 200 acres which John Elliott in his will, dated February 2, 1861, calls Clearfield Farm, excepts and reserves "about 1½ acres being the burying ground belonging to the White Clay Creek Presbyterian Church." From April 18, 1815, to October 24, 1839, the farm was owned by John Clark and his son, Cantwell Clark, grand-

father and father, respectively, of Delaware Clark, still well remembered in Newark.

That the old farmhouse on Clearfield Farm was built in whole or in part by Thomas Craighead, or even by Jonathan Evans, can be believed readily. It is built in two units, that on the South being of logs covered with a vertical siding, and the smaller unit on the North being of stone. While I was so unfortunate in timing my visits as to find the tenants out every time I called, yet the exterior of the farm house amply supports Katherine Greenwalt's statement that it is over two hundred years old. The broad stone arches from the pillars that support the barn are unlike any that I have seen elsewhere.*

* Of all of the farms that lie on the slopes of Meeting House Hill, surely the Cook Farm, of approximately 250 acres, which, with the Walton Farm, was acquired by Judge Hugh M. Morris about a year ago, is to me the most interesting. I call it the Cook farm for the reason that Robert Cook and his heirs owned the farm for nearly seventy years, to be exact, since June, 1865, when he purchased it from Andrew C. Gray, executor of and the heirs of Andrew Gray, grandfather of the late Judge George Gray. The Gray family had owned the property since October 1, 1808, and called it Chestnut Hill Farm. Still earlier, skipping several intermediate conveyances, it was owned as far back as 1786 by Thomas Montgomery, and the deed of Blair McClenachan to him, conveying 660 acres, seems to have included the Craighead Tract, or at least a large portion of it. About seven years earlier, on January 26, 1779, for an unexplained reason, Thomas Montgomery had conveyed the 660 acres to Blair McClenachan, including therein a number of parcels of land which he had acquired by sundry conveyances. Possibly the Revolutionary War or temporary business reverses had something to do with it. In any event, back of Thomas Montgomery, I am hopelessly confused by the multiplicity of conveyances.

North and South, Chestnut Hill Farm extends from the old White Clay Creek School House almost to the summit of Meeting House Hill, and is traversed by the road leading

* See Appendix No. V.

North over the hill, which crosses the farm diagonally, dividing it about equally.

For many years following the death of Robert Cook in 1874, the farm was occupied by tenants, and since, as long as I can recall, absolutely no money was spent on the property, the whole place had reached the saddest state of disrepair when Judge Morris purchased it.

* Since his purchase, Judge and Mrs. Morris have restored the fine stone mansion, which, while adding conveniences undreamed of by Thomas Montgomery, they have treated it so sympathetically, as to have preserved every attractive feature, making the entire house charming to the eye, the interior as well as the exterior. They still have left for them, however, several years entertainment in the way of a restoration of the farm.

The age of the house can best be conjectured by the dates that Judge Morris showed me, cut in unusual places on the outside walls. On the West side of the one and one-half story L on the North side of the main part of the house appears the date, 1684, the year following the grant of "Pilgrim Place" by William Penn to William Welsh. On the Southwest corner of the main part is cut A. D. 1742 or 1752, and to the East, over the doorway, 1777, but no one ever will know when or by whom these dates were cut. If the earlier is authentic, it would make the first unit two hundred and fifty years old.

The entire mansion is built of native stone, similar in appearance to that in the long disused quarry along Pike Creek between the present Capitol Trail and the route of the old road now abandoned.

Whoever were the builder or builders, certainly they wrought well, otherwise the mansion could never have withstood the ravages of time and the shameful neglect of it for so many years. The foundation under the great fireplace and the chimney against the north wall is seven feet deep, extending from wall to wall, and the walls themselves stand apparently as true as when they were erected, according to the latest date, 157 years ago.

It is not my purpose, nor do I believe that Judge and Mrs.



SUMMER RESIDENCE OF HON. HUGH M. MORRIS

Morris would care to have the interior, nor for that matter the exterior, of their attractive country place catalogued for the benefit of the general public, but I cannot refrain from mentioning the beautiful open stairway with its delicate spindles extending all the way to the third floor, nor the chaste woodwork around the front door.

In the cemetery of White Clay Creek Presbyterian Church I find the grave of that pioneer, Evan Rice, who died January 31, 1772. Thomas Montgomery, who died September 19, 1829, in the 82nd year of his age is there also. Beside him lies his wife, Eleanor, "A Most Amiable Woman," who died October 5, 1782, in her 20th year, the epitaph being in Latin. Nearby is the grave of Andrew Gray and the graves of many others whose names I have read so often recently that they seemed like old acquaintances to me.

It would seem to be a bit unfair, not to say neglectful, to close this article without some word of the woman in whose honor Meeting House Hill has been renamed a second time, for, surely, it must have had an Indian name long before.

The roads at the summit of Meeting House Hill cross at right angles; the one from the Capitol Trail to Fairview School and beyond, running North and South, and the other, East and West.

The lot on which the buildings are erected, located on the Southwest corner, is in the form of a right-angled triangle, with the shorter leg fronting on the now abandoned road to Milford X Roads, and the longer, stretching South along the other road. It contains about one acre of land.

The other, the larger lot, is on the Southeast corner of the cross roads. It is nearly rectangular in shape, and contains over three acres. Due to the topography of the Hill, its ownership insures an unobstructed vision in nearly every direction.

March 20, 1829, John Clark, who then owned the Clearfield farm, of which it was a part, conveyed the lot of one acre to Samuel Mecklem for the consideration of \$75. So far as farm purposes may be considered, it was a good sale, and on April 4, 1835, Samuel Mecklem conveyed the lot to Robert

Graham, and since the consideration was but \$42.50, I conclude that he was glad to be rid of it.

That Robert Graham erected the old tavern here at the cross roads is evidenced by the following statement in Scharf's *History of Delaware*:—"On Polly Drummond's Hill, there was a hotel kept for several years, about 1834, by Robert Graham." It seems strange that Scharf should have known about the tavern, and the present name of the Hill and yet have no word about the famous Polly.

Apparently Robert Graham found the tavern business unprofitable, or perhaps he saw in the construction of the Wilmington and Susquehanna Railroad the handwriting on the wall, so far as stage coach business was concerned, for on October 17, 1838, for the consideration of \$725, he sold the property to Mary Drummond, Rachel Evans, and Jane Evans.

Realizing the asset value of the view, Mary Drummond and Rachel Evans, on November 7, 1842, purchased the larger piece of ground from Andrew Gray for the consideration of \$167.18. Jane Evans name does not appear in this conveyance, nor does it appear in the deed by which both lots were, on February 26, 1855, by Mary Drummond and Rachel Evans, conveyed to Isaac Vansant; the presumption being that she had died some time between 1838 and 1842, leaving either Mary Drummond and/or Rachel Evans as her heirs or heir either by inheritance or devise.

The Isaac Vansant who bought this property, lived on the farm on the West side of Muddy Run, later known as the Robert Taylor farm, and now owned and occupied by Mary Kwiatkowski and her children. His son, Isaac Vansant, Jr., well known in Newark, was born in the old tavern in 1856, at which time his father kept a store there.

Since 1855, the property has changed ownership five times, the last purchaser being Richard W. Cooper, who acquired it about thirteen years ago.

Of Rachel and Jane Evans I can learn absolutely nothing, other than a tradition that the three women were sisters. Uncle Dick Buckingham seemed to remember a "Chan Drummond," but Isabel (Little) Higgins, who lived nearby, says

that his name was Chandler Evans and that he was a brother of the sisters.

As for Polly Drummond (*The Book of Feminine Names*, by Charles B. Driscoll, lists Polly as a variant of Mary), the most important item that I have of her, and this from several sources, is that:—"She fed the soldiers," which must refer to the "guard of United States Soldiers," present "in the summer of 1852, '53 or '54." Other than this, I find but little. According to Mrs. Higgins, her mother Mary (McMichael) Little, born in 1822, remembered Polly when she kept the tavern. Mrs. Little had no story impugning Polly's personal character, only her business. She spoke of her as a young widow with several children, a son, Wesley, and a daughter, Mary Ann, "a nice girl." Another story is that a man died there, following a drinking bout, and that when the undertaker came to lay him out, he found another man there so paralyzed with drink that he could not tell which was the dead man.

Although Dr. Cooper showed me just where the old bar stood, he and Mrs. Cooper have so enlarged and remodeled the old tavern that today it must bear small resemblance to the building erected by Robert Graham in 1835.

If there is any one characteristic more marked or more general to those who live on Meeting House Hill than any other, it is an intense affection for the neighborhood, and this feeling appears as deep rooted in the Morrises, whose tenure has been but a matter of months, as it is in those who have lived there for years.

Judge Morris Estate

WHITE CLAY CREEK STATE PARK
NEWARK, DELAWARE



PROPERTY HISTORY

In addition to serving as a federal judge and owning a prominent law practice, Judge Hugh M. Morris operated a farm on the historic property.

Judge Morris purchased the estate in 1930, added a modern kitchen wing, and remodeled the farmhouse into a comfortable home for his family.

Situated in Delaware's White Clay Creek State Park, the property was acquired by the state in 1998.

Built in the 1790s, this gray fieldstone house is the former home of Judge Hugh M. Morris, a Delaware native, respected attorney



HOSPITALITY WITH A NATURAL DIFFERENCE

and distinguished federal judge. Decorated in the style of the late 1930s, the period when Judge Morris completed renovations to his newly-purchased farmhouse, the estate includes a pond, lovely gardens, rolling manicured lawns, a fenced-in courtyard, and quaint indoor accommodations inside this exquisite stone structure.



Delaware State Parks
We're saving a place for you!

www.destateparks.com/events

FACILITY DETAILS

JUDGE MORRIS ESTATE

Location: Polly Drummond Road • Newark, DE 19711

Contact: Regional Facility Manager
Address: Bellevue State Park
 720 Carr Road
 Wilmington, DE 19809

E-mail: destateparks_events@state.de.us
Phone: 302-761-6952
Fax: 302-761-4685

The Judge Morris Estate boasts a 1790s mansion that is beautifully appointed with period furniture, accessories, gardens, and water features. With a space that accommodates up to 35 guests indoors and 125 under a tent outdoors, the Judge Morris Estate maintains the historic atmosphere inside and out and offers a unique location for weddings and corporate events, and intimate settings for teas and socials.

The Judge Morris Estate is easily accessible from I-95 and is within 45 minutes driving distance from Philadelphia, Pennsylvania; and two hours from New York City and Washington, D.C.

Site Specifications:

Number of rooms	3
Total capacity	125
A/V capabilities	YES
Handicapped accessible	YES
Kitchen facilities	YES
Outdoor capabilities	YES
Overnight accommodations	NO





Judge Hugh M. Morris

Hugh Martin Morris (1878-1966), respected attorney and eminent jurist, was born in Greenwood, Sussex County, Delaware on April 9, 1878. He was graduated from Delaware College with a Bachelor of Arts degree in 1898 where he was elected to Phi Beta Kappa. His career was diverse and included teaching school in Sussex County followed by the study of law, and admittance to the Bar in 1903. From 1903-1919 he practiced law in Wilmington, Delaware and in 1919 he was appointed Judge of the U.S. District Court by President Woodrow Wilson.

Judge Morris was awarded the honorary degree of Doctor of Laws by the University of Delaware in 1928. In 1930, he returned to private practice as the principal in the eminent Wilmington law firm of what is now Morris, Nichols, Arsht and Tunnell.

Judge Morris served on the University of Delaware Board of Trustees from 1929-1959 including as its President from 1939-1959. As President of the Board of Trustees, Judge Morris saw the University of Delaware expand approximately five-fold by the size of its enrollment and physical plant. The period during which he served was one of great change and growth for the University of Delaware including the completion of many major buildings; the restructuring of the University with the merge of the women's College and the resulting establishment of coeducation; the enduring of the World War II years and years immediately following which brought an increasing number of students and a different kind of student; the opening of the University to African Americans; and the major expansion of the academic program including the establishment of centers for support and research. Judge Morris, his wife Mrs. Emma Carter Smith Morris (who died in 1950) and their daughter Mary Smith Morris (who died in 1964) were also generous benefactors of the University of Delaware. Judge Morris also had a principal role in establishing important resources that would come to the University ranging from the major gifts of H. Rodney Sharp; of Amy DuPont in establishing the Unidel Foundation; and the gift of 47 Kent Way from Caleb Wright which serves as the President's House.

The Hugh M. Morris Library, first completed in 1963 and expanded in 1986, was named in honor of Judge Morris. The Library was formally dedicated on April 4, 1964 with Judge Morris in attendance. Judge Morris died on March 19, 1966.

Judge Morris believed in the life of the mind and he considered libraries as the symbol of what is great and important about education. He viewed the library as the repository for intellectual endeavor and the history of recorded knowledge where the fire of inspiration could burn brightly. He is said to have called the library both the jewel and also the heart of the University. At the turn of the century he studied in a Delaware College Library which had less than 10,000 volumes. The Morris Library which bore his name in 1965 had more than 500,000 volumes. The University of Delaware Library added its two-millionth volume on October 9, 1991 and is now one of the most technologically advanced libraries in the nation.



Oil portrait of Judge Hugh M. Morris, 1959, by Bjorn Egeli. It hangs in the Hugh M. Morris Library.

Permanent Collection of the University of Delaware.

This Deed, made this eighteenth day of October
in the year of our Lord one thousand nine hundred and
thirty-four.

Between, Frances Clark Smithers, single woman, Martha
G. S. Mills and Arthur S. Mills, her husband, all of the
city of Montreal, Canada, parties of the first part.

And

Hugh M. Morris of the city of Wilmington, New Castle County
and State of Delaware, party of the second part,

Witnesseth, that the said parties of the first part, for and
in consideration of the sum of Ten Dollars (\$10.00)
lawful money of the United States of America, the
receipt whereof is hereby acknowledged, hereby grant and
convey unto the said party of the second part,

All

That certain parcel, plantation, or tract of land situate
in Mills Creek Hundred, New Castle County and State
of Delaware, known as "Chestnut Hill" bounded and
described as follows, to wit:

Beginning at a corner stone, being also a corner of land formerly of John Sanders and in the line of land formerly of Joseph England, thence running by the said England's land north thirty-five degrees west, two hundred eighty-six perches and two tenths of a perch to a post fixed for a corner, bearing north thirty-five degrees west, two perches from a marked Black Oak, thence north fifty-five degrees east, one hundred and forty perches and two tenths of a perch to the middle of the New London Great Road, thence East thirty-two perches and six tenths of a perch to a corner stone; thence South thirty-two degrees East one hundred and fifty-nine perches to a corner black oak in the line of land formerly of Robert Gofmston, thence by the said Gofmston's land South fifty-five degrees west nine perches and eight tenths of a perch, South five degrees east twenty-two perches and eight tenths of a perch, South sixty-three and one-half degrees East twenty perches and two tenths of a perch to a corner post of land formerly of John Sanders aforesaid, thence by the said Sanders land South twenty-nine degrees west one hundred and fifty perches to the first mentioned corner stone and place of beginning, containing within those bounds two hundred and forty-eight acres, one rood and two perches, be the same more or less.

Being the same lands and premises which Andrew C. Gray, executor of the last will and testament of Andrew Gray, deceased and Andrew C. Gray et al, heirs at law of the said Andrew Gray did by two several deeds made on the seventh day of June A.D. 1865, and recorded in the office for the recording of deeds &c, in and for New Castle County aforesaid, in Deed Record B, volume 8, Page 31040, and Deed Record B, Volume 8, Page 306, &c, respectively, grant and convey unto Robert Cook in fee simple.

And the said Robert Cook, being as therein aforesaid, died on or about the 30th day of August A.D. 1874, having first made and published his will dated August 17, 1874, which after his death, was duly proved in the office of the Register of Wills in Philadelphia, Pennsylvania, a certified copy of which is filed in the office of the Register of Wills in New Castle County, Delaware, in Deed Record B, Volume 2, Page 331, thence and whereby he provided as follows:

"I give and devise my daughter, Annie C. Cook, that certain plantation and land situated in New Castle County, Delaware, which is hereunto

or less, it being the same which I purchased from the executor of Andrew Gray, deceased, and known as the "Chestnut Hill Farm", to have and to hold the same for her life, and at and upon her death to any child or children of her then living or to the issue of any such who may have died in her life time and to their heirs as tenants in common. But if my said daughter should die without leaving issue as aforesaid, I give and devise the said lands to my surviving children and to their heirs, or to the issue of anyone who may have died leaving issue by right of representation in law, that the said Fannie C. Cook, daughter of the said Robert Cook, intermarried with George Hampden Smithers; the said George Hampden Smithers died on or about the 24th day of March 1933, and his widow, the said Fannie C. Cook, died on or about the 20th day of September A.D. 1934; that the said Fannie C. Cook had oney two children, namely, Frances Clark Smithers, single woman, and Martha Georgina Smithers; both survived their mother, the said Fannie C. Cook Smithers and are two of the parties of the first part hereto; that the said Martha Georgina Smithers intermarried with and is now the wife of Arthur Lemoy Stanley Mills, one of the parties of the first part hereto.

In witness whereof, the said parties of the first part have herunto set their hands and seals the day and year aforesaid,

Sealed and Delivered }
 in the presence of }
 John R. Barry }
 Ruth O. Granger }

Frances Clark Smithers (seal)
 Martha G. S. Mills (seal)
 Arthur E. S. Mills (seal)

{ U.S. P. R. Stamp }
 { 50¢ cancelled }

Dominion of Canada }
 City of Montreal } as
 American Consulate }
 General }
 Montreal Canada }

Dominion of Canada }
 Province of Quebec }
 City of Montreal } ss.
 Consulate General of the }
 United States of America }

Be it Remembered that on this eighteenth day of October in the year of our Lord one thousand nine hundred and thirty four, personally came before me, John R. Barry vice Consul of the United States, duly appointed at the place of my official residence, in the City of Montreal, aforesaid Frances Clark Smithers, single woman and Martha G. S. Mills and Arthur E. S. Mills, her husband, parties to the foregoing Indenture, in and to me personally to be such and verily acknowledged this Indenture to be their deed.

And the said Martha G. S. Mills 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, and

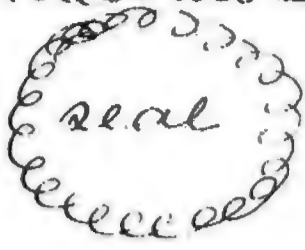
Given under my hand and seal of office

Hugh Morris

From Frances Clark Smithers

(Granddaughter of Robert Cook who purchased the
land in 1865)

John Peery and Sarah with his wife parties to this Indenture known some personally to be such and severally acknowledged this Indenture to be their deed and the said Sarah with Peery 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 and displeasure levien under my hand and seal of office the day and year aforesaid at Wilmington Delaware



Abraham Staats Notary Public

Received for Record April 27th 1867

A P Shannon Recorder

E. v. d.

This Indenture made the nineteenth day of April in the year of our Lord one thousand eight hundred and sixty seven Between John A Duncan Trustee for Sabilla A Stone of the City of Wilmington in the County of Newcastle and State of Delaware Party of the first part and Elon J May of the said County of Newcastle Party of the second part Witnesses that the said John A Duncan Trustee as aforesaid for and in consideration of the sum of One Thousand and Seven Hundred Dollars lawful money of the United States of America unto him well and truly paid by the said Elon J May at and before the sealing and delivery of these Presents the Receipt whereof is hereby acknowledged hath granted bargained sold aliened enfeoffed released conveyed and confirmed and by these presents doth grant bargain sell alien enfeoff release convey and confirm unto the said Elon J May and to his Heirs and Assigns All that certain Plantation or Tract of Land situated in Mill Creek Hundred in the County of Newcastle aforesaid bounded and described as follows to wit Beginning at a corner stone set in the line of land late of Thomas Montgomery and running thence by a line of the same South fifty degrees West ninety eight perches to a heap of stones in a line of land late of John Barclay, thence thence with South thirty eight degrees East seventy perches and four tenths to a corner white oak thence by land late of Christopher Springer deceased North forty five degrees East fifty six perches and eight tenths to a corner stone and North four degrees and three quarters West seventy three perches to the first mentioned stone and place of Beginning containing within those bounds thirty acres of land

Be the same more or less: Being the same land and premises which George Mayberry Sheriff of Newcastle County aforesaid in and by his Deed Poll bearing date the Tenth day of Mar. A.D. 1856 and Recorded in the proper office at Newcastle in Deed Record Book 8 Page 168 &c sold and conveyed unto the said John A Duncan Trustee for Sabilla A Stone his Heirs and Assigns forever Together with all and singular the Buildings improvements ways woods waters water courses rights liberties privileges hereditaments and appurtenances whatsoever thereto 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 John A Duncan Trustee as aforesaid in law equity or otherwise howsoever of in and to the same and every part and parcel thereof To have and to hold the said Plantation or Tract of Land hereditaments and premises hereby granted or mentioned or intended so to be with the appurtenances unto the said Elou & Mary his Heirs and Assigns to and for the only proper use and behoof of the said Elou & Mary his Heirs and Assigns forever And the said John A Duncan Trustee as aforesaid for himself his Heirs Executors and Administrators both by these presents covenant grant and agree to and with the said Elou & Mary his Heirs and Assigns that he the said John A Duncan Trustee as aforesaid and his Heirs and Assigns all and singular the hereditaments and premises herein above described and granted or mentioned or intended so to be with the appurtenances unto the said Elou & Mary his Heirs and Assigns against him the said John A Duncan Trustee as aforesaid and his Heirs and Assigns against all and every other Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof by from or under him them or any of them shall and will by these presents warrant and forever defend In Witness Whereof the said John A Duncan Trustee as aforesaid hath hereunto set his hand and seal dated the day and year first above written

Sealed & delivered in the presence of } us John A Duncan Trustee for Sabilla A Stone
 Albert W Smith } Stamp \$2.00
 & Earnest Smith }

Received the day of the date of the within Indenture of the within named Elou & Mary full satisfaction for the consideration money within mentioned.
 John A Duncan
 Trustee for Sabilla
 A Stone

Duncan → Way

L8 PS.77

To have and to hold all and singular the lands and premises
 released or mentioned or intended so to be lands every part thereof with
 the appurtenances unto the said Thomas Vandever his heirs and assigns
 signs to the only proper use and behoft of the said Thomas Vandever
 his heirs and assigns in severally forever so that neither he the said
 Peter Vandever nor Eleanor his wife nor his heirs nor any other per-
 son or persons in his or their or any of their names or steads any Estate
 Right Title or Interest of in to or out of the said release do pre-
 mises shall at any time hereafter have claim challenge or demands
 but from the same shall be utterly barred and excluded by these
 presents In Witness whereof the said Peter Vandever and
 Eleanor his wife have hereunto set their hands and seals hereunto
 the seventeenth day of August in the year of our Lords one thousand eight
 hundred and eleven

Signed Sealed and Delivered
 In the presence of
 Joseph Deade Isaac Stevenson

Peter Vandever
 Eleanor Vandever

Newcastle County N.C. The Execution of the within was pro-
 vided by Isaac Stevenson one of the subscribing witnesses
 thereto in open Court of Common Pleas held at Newcastle in
 and for the County of Newcastle of the December Term A.D. 1814
 In Testimony whereof I have hereunto set my Hand and
 affixed the seal of said Court

Recorded May 1st 1815

Henry Steele Prothy

This Indenture made the 26th day of August in the year
 of our Lords one thousand eight hundred and fourteen Between
 Samuel Cole of White Clay Creek Hundreds in the County of Newcastle
 Farmer and Deborah his wife of the one part And Washington
 Rice of Mill Creek Hundreds in the same County and State afore-
 said Planter of the other part Witnesseth that the said Samuel
 Cole and Deborah his wife for and in consideration of the sum of
 Three hundred dollars law full Money of the United State of
 America to them in hand well and truly paid at or before the
 sealing and delivery hereof by the said Washington Rice the
 receipt whereof is hereby acknowledged by the said Samuel Cole
 and Deborah his wife and thereof and of and from every part

Whereof do release acquit exonerate and forever discharge the
right of Rice his heirs and assigns by these presents Have granted
and sold aliened Released Enfeoffed and confirmed and by
unto Do grant bargain and sell alien Release Enfeoff and con-
firm the said Washington Rice his heirs and assigns. All that certain
piece of Land situate lying and being in Mill Creek Hundred in
the County of Newcastle and State aforesaid and bounded and described
to wit Beginning at a Corner Stone set in the line of land
Thomas Montgomery and running thence by the line of the same
fifty degrees West Ninety eight perches to a heap of Stones in a
field late of John Barclay thence therewith South thirty eight
degrees East seventy perches and four tenths to a corner white oak thence
North forty degrees East
six perches and eight tenths to a corner stone and North four
degrees and three quarters West seventy three perches to the first men-
tioned Stone and place of Beginning containing within those
lands thirty acres of Land be the same more or less [It being a
part of the Real Estate of Joseph Dole Father of the said Samuel late
of White Clay Creek Hundred in the County and State aforesaid
deceased who dying intestate after his decease by proceeding in the
Orphans Court for the County aforesaid before Nicholas Ridgely
Esquire Chancellor of the State of Delaware sitting as Judge of the
Orphans Court for the said County there was ordered the whole of the
Lands and Premises which were of the said Joseph Dole deceased to
him the said Samuel Dole to be held and enjoyed by him as fully
and freely as the said Joseph Dole held the same as by the Records of
the said Court will fully appear] Together with all and singular
the Houses Buildings Improvements Fences Woods Ways Waters water-
courses Profits Hereditaments and appurtenances whatsoever thereunto
belonging or in any wise appertaining And all the Estate Right
Title Interest Property claim and Demand whatsoever of the said
Samuel Dole and Deborah his wife and his heirs of in and to the
same and of her and to her heirs and of in and to every part and
parcel thereof To have and to hold all and singular the above
described Tract or piece of Land containing thirty acres as afore-
said and every part thereof with the appurtenances unto the said
Washington Rice his heirs and assigns To the only proper use
and behoof of him the said Washington Rice his heirs and As-
signs forever and further it is covenanted by and between
the said parties by these presents that the said Samuel Dole and

883. Deborah his wife and his heirs and assigns the said land and
 piece of land and premises and every part thereof with the appurtenan-
 ces against the said Samuel Ogle and Deborah his wife and his heirs
 and against all and every other person and persons who may
 having or claiming or that shall or may at any time hereafter lawfully
 claim the same or any part thereof by front or under him or her them or
 any of them unto the said Washington Rice his heirs and assigns
 shall and will warrant and forever defend by these presents the
 witness whereof the said Samuel Ogle and Deborah his wife have
 hereunto set their hands and seals and dated the day and year
 first above written.

Signed Sealed and Delivered
 In the presence of
 Geo. Ogle Wm. Holliston

Samuel Ogle
 Deborah Ogle

Received from the above named Washington Rice full satis-
 faction for the consideration money above mentioned.

\$300.00 Samuel Ogle
 State of Delaware. Be it remembered that on this 25th
 day of August A. D. 1814 personally appeared before us the
 subscribers two of the Justices of the Peace in and for the county
 of Newcastle Samuel Ogle and Deborah his wife the grantors
 named in the within and foregoing indenture and they the said
 Samuel Ogle & Deborah Ogle severally acknowledge the same to be
 their act and Deeds respectively and desired it might be recorded
 as such and we further certify that the said Deborah Ogle being
 the day & year aforesaid privately examined by us separate from
 her said husband & out of his hearing she the said Debra did
 declare & say that she signed sealed and delivered the said
 Indenture willing and freely without the fear compulsion or
 ill usage of her said Husband or fear of his displeasure the
 witness whereof we have hereunto set our hands the day
 and year aforesaid.

Recorded May 1st 1815

Wm. Russell
 James Sanders

This Indenture made the twenty fifth day of March
 in the year of our Lord one thousand eight hundred and fourteen
 Between Joseph Johnson of Chester County in the State of Penn-
 sylvania and Sarah his wife of the one part and John Men-
 denhall of Mill Creek Hundred in the county of Newcastle and

Sunset Ogle → Washington River

→

Son of
Joseph Ogle

1874

This Indenture

Tripartite made the twentieth day of May in the year of our Lord one thousand seven hundred and seventy seven Between Robert Kirkwood of Mill-creek hundred in the county of Newcastle in the Delaware state yeoman and Captain Robert Kirkwood junr Esquire of the Delaware Battalion in the army of the united states of America of the first part Thomas Clark of the town and county of Newcastle aforesaid of the second part and James Wilson of the hundred of white-clay creek in the same county Gentleman of the third part Whereas the said Robert Kirkwood junr by his letter of attorney or instrument of writing duly executed and bearing date the eighteenth day of March in the year of our Lord one thousand seven hundred and seventy seven (among other things) did nominate constitute and appoint the said Robert Kirkwood his father his attorney for him and in his name place and stead to appear in any court of record in the Delaware state as voucher in a common recovery there to be suffered of a certain plantation or tract of land with the buildings and improvements thereon and appurtenances therunto belonging situate in Mill-creek hundred in the county aforesaid whereof the said Robert the father was tenant for life and the said Robert the son after his decease tenant in fee tail and thereupon to voucher the common recovery so that a complete recovery might be had of the tenements and premises before mentioned to the use of the said Robert Kirkwood the father his heirs and assigns for ever thereby giving and granting to his said Attorney his whole and sole power to execute and perform the said recovery as fully and effectually as if he were personally present ratifying allowing and confirming whatsoever his said Attorney should lawfully do or cause to be done by virtue thereof as by the said instrument relation thereto being had may more fully and at large appear Now this Indenture witnesseth

that the said Robert Kirkwood & Robert Kirkwood junr for the docking barring & cutting of all Estates tail & remainder in tail of & in the messuages tenements & lands & hereditaments before mentioned & herein after more particularly described & for the selling & conveying of the same to & for the uses intents & purposes hereinafter limited expressed & declared & in consideration of five shillings to them in hand paid by the said Thomas Clark the receipt whereof is hereby acknowledged for divers other good causes & considerations them therunto moving have granted bargained aliened released enfeoffed & confirmed & by these presents do grant bargain sell alien release enfeoff & confirm unto the said Thomas Clark his heirs & assigns all that messuage plantation or tract of land situate lying & being in Mill-creek hundred & county of Newcastle aforesaid beginning at corner hickory standing in the original line of a tract of land whereof there is

AND it is truly covenanted concluded & agreed by & between all the said parties to these presents for themselves and every of them & every of their heirs that the s^d recovery so as aforesaid in any other manner to be had & suffered of the s^d messuages tenements lands hereditaments & premises above mentioned shall be & enure & shall be deemed adjudged & taken & is meant & intended & by all the s^d parties to these presents is truly declared to be & enure & the said James Wilson & his heirs & assigns ~~from & immediately after the~~ some shall stand & be seized of & all singular the s^d messuages tenements lands hereditaments & premises above mentioned & every part & parcel thereof with the appurtenances to & for the use & proper behoof of the s^d Robert Kirkwood & his heirs & assigns for ever & to & for none otherwise intent or purpose whatsoever in the s^d Robert Kirkwood having given unto his son Robert Kirkwood jun^r a valuable consideration for the fee simple thereof In Witness whereof the said parties to these presents have hereunto interchangeably set their hands & seals the day & year first above written.

Signed sealed & delivered
 in the presence of
 Tho: Wilson
 Alex: McBeath

Robt. Kirkwood
 Robt. Kirkwood jun^r
 Tho: Clark
 Jas Wilson

Newcastle County J^r. Acknowledged in open court of common pleas (Ls) held at Newcastle for the county of Newcastle in May Term 1777 In Testimony whereof I have hereunto affixed the seal of said Court.
 Recorded June 9th 1777. Gunning Bedford J^r Sh^r of the Court.

Whereas it has been maliciously reported by certain persons with an ill design that John Lidham in Brampton hundred was the person who should have Executed Hugh Barclay at Newcastle in Newcastle county on saturday the 9th day of June 1770. & as such a report being fably handled about may not only tend to be prejudicial to the said John Lidham in his private character but pernicious to his young & rising family, Therefore this is to certify to all whom it may concern that the said John Lidham has had no hand in either fact or part in the Execution of the said Hugh Barclay & that the Executioner was a stranger in this county given under my hand in the county aft^r this 8th day of July 1777

Thomas Duff former Sheriff
 of Newcastle County

Robert Kirkwood Sr. to Thomas Clark

70 Acres

Might be the same land?

of office the day and year aforesaid at the City of Wilmington
this sixth February A.D. 1861.

Wm. B. Wiggins

Notary Public for the State of Delaware

Received for Records June 22^d A.D. 1863.

A. P. Shannon, Recorder,

This Indenture, made the Seventh day of June in the
year of our Lords one thousand eight hundred and sixty five,
Between Andrew C. Gray and Elizabeth W., his wife, George R.
Gray and Eliza, his wife and Charles Gray all of the County
of Newcastle, in the State of Delaware, John C. Gray and
Margaret, his wife of Kent County, in the State of Maryland,
Alexander J. Gray and Augusta, his wife of the City of Washing-
ton, in the District of Columbia, & James W. Dale and Mary
his wife, formerly Mary Gray of Delaware County in the State
of Pennsylvania, Parties of the first part, and Robert Cook of
the City of Philadelphia, in the State of Pennsylvania party
of the second part. Witnesseth, that the said parties of the first
part as heirs at Law and devisees in and by the last will and
testament of Andrew Gray late of the City of Wilmington, in
the County of Newcastle, and State of Delaware, deceased,
and in confirmation of the direction and authority therein
given the Executor of the said Andrew Gray deceased, to
sell and dispose of the Real Estate of the said Testator, and
in consideration of the sum of Twenty thousand dollars law-
ful money of the United States well and truly paid by the
said Robert Cook, party of the second part hereto, at or before
the sealing and delivery hereof, unto Andrew C. Gray the
Executor of the said last will and testament of the said
Andrew Gray deceased, as set forth in the deed of conveyance
of the said Executor to the said Robert Cook dated on the day
last year aforesaid for our use and benefit and for the uses
and purposes as set forth in the said will, and in considerat-
ion of the further sum of five dollars lawful money unto the
said parties of the first part well and truly paid by the said
party of the second part, at or before the sealing and delivery
hereof, the receipt whereof is hereby acknowledged, have granted,
conveyed, sold, aliened, enfeoffed, released, conveyed and confir-
med, and by these presents do grant, bargain, sell, alien, enfeoff
convey and confirm unto the said Robert Cook, party
of the second part and to his heirs and assigns, All that
certain parcel of land or tract of land situate in Mill
Creek Township, County of Kent, State of Delaware,

known as "Chestnut Hill" bounded and described as follows, to wit,
Beginning at a corner stone, being also a corner of land formerly
of John Sanders, and in a line of land formerly of Joseph England,
thence running by the said England's land North thirty five degrees
West two hundred and eighty six perches and five tenths of a perch
to a post fixed for a corner, bearing North thirty five degrees West,
two perches from a marked Black Oak, thence North fifty five
degrees East, one hundred and forty perches and two tenths to the
middle of the New London Great Road, thence up the middle
of said Road North two degrees West nineteen perches and four
tenths to the intersection of the Great Road leading towards Newport
thence down the middle of the said Newport Road, South twenty
seven degrees and a half East forty six perches to the line of
land formerly the estate of Thomas Ogle, deceased, thence by
the last mentioned land South fifty five degrees West four
teen perches and seven tenths to a corner stone, thence South
thirty five degrees East, one hundred and sixty nine perches
to a corner Black Oak in the line of land formerly of Robert
Johnston, thence by the said Johnston's land South fifty
five degrees West nine perches and eight tenths, South
five degrees East twenty two perches and eight tenths,
South Sixty three degrees and a half East twenty perches
and five tenths to a corner post of the land formerly of
John Sanders aforesaid, thence by the said Sanders land
South twenty nine degrees West one hundred and sixty
perches to the first mentioned corner stone and place
of beginning, containing within those bounds two hundred
and fifty two acres and sixteen perches, be the same more
or less. Being the same land and premises (Excepting
thereout three acres, three roods and fourteen perches which
has been granted and conveyed to Mary Drummond and
Rachel Evans by Indenture under the hands and seals
of the said Andrew Gray and Rebecca his wife, bearing
date the seventh day of November A. D. eighteen hundred
and forty two and recorded in the Records office at New
Castle, in Book R. Vol. 6, page 395d) which was granted
and conveyed to the said Andrew Gray in his life time by
Indenture under the hand and Seal of Amos Elick
of the City of Philadelphia, bearing date the first day of
October A. D. eighteen hundred and eight, and recorded in
the office aforesaid in Book G. Vol. 3, page 401d, as by
reference to the said Indentures will fully appear, Togeth
er with all and singular the Houses, Buildings, improvements,
ways, woods, waters, water courses, rights, liberties, privileges,
franchises and appurtenances whatsoever to or unto
belonging or in any way appertaining and the revenues
and remainders, rents, issues and profits thereof, and all
the estate, right, title, interest, property, claim and demand
whichever of them the said parties of the first part, in
law or in equity, have or claim to have in or to the same

The said Fee Simple Plantation or tract of land, hereditaments and premises hereby granted and mentioned or intended, so to be with the appurtenances, Excepting as aforesaid, unto the said Robert Cook his heirs and assigns, to and for the only proper use and behoof of the said Robert Cook his heirs and assigns forever. And the said parties of the first part for themselves their and each of their heirs Executors and Administrators do by these presents covenant, grant and agree to and with the said Robert Cook his heirs and assigns, that they the said parties of the first part, their and each of their heirs all and singular the hereditaments and premises herein above described and granted and mentioned or intended, so to be with the appurtenances unto the said Robert Cook his heirs and assigns against them the said parties of the first part, their and each of their heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same, or any part thereof by, from, through, or under him, her, them or any of them shall and will by these presents covenant and forever defend. In Witness whereof the said parties of the first part have hereunto respectively set their hands and seals the day and year first herein written,

Sealed and Delivered

in the presence of
 M. M. Cleaver
 as to G. R. Gray's wife
 Jas Duval Rodney
 John M. Robinson
 as to John R. Gray & Anna M. Gray

Andrew C. Gray
 Elizabeth M. Gray
 G. R. Gray
 Eliza Gray
 John R. Gray
 Anna M. Gray
 Alexander J. Gray
 Anne Augusta Gray
 Charles Gray
 James W. Dale
 Mary G. Dale

J. Hemphill } Witnesses as to Alexander J.
 William Morgan } and Anne Augusta Gray
 James Otterman Sr. } (do signatures of Chas Gray
 W. H. Beutry } James W. and Mary G. Dale

State of Delaware }
 Newcastle County } 20.

Be it Remembered that on this seventh day of June A.D. 1865, personally came before me, Mark M. Cleaver, a Notary Public for the State of Delaware Andrew C. Gray and Elizabeth M. his wife, parties to this indenture known to me personally to be such and personally acknowledged this indenture to be their deed, and the said Elizabeth M. Gray being at the same time privately examined by me separately and apart from her husband, acknowledged that she executed the said indenture willingly without compulsion or threat of her husband's displeasure, Given under my hand and seal of Office the day and year aforesaid,

M. M. Cleaver, Notary Public

County of Philadelphia ss.
 Be it remembered that on this seventh day of June A.D. 1865, before me Jas Duval Rodney Comptroller of Deeds for the State of Delaware personally examined Andrew C. Gray and Eliza his wife parties to this Indenture as such and personally acknowledged

Gray → Cook

252 Acres

acknowledged this indenture to be their deed; and the said Mary
to Dale being at the same time privately examined by me sepa-
rate and apart from her husband, acknowledged that she
executed the said indenture willingly, without compulsion or
threats, or fear of her said husband's displeasure. In testimony
whereof, I have hereunto set my hand and caused the Seal
of the said Borough of Media to be affixed, this nineteenth
day of June A.D. 1865.

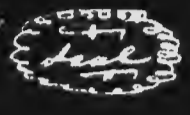
John D. Rowland Burgess

Received for Record June 22nd A.D. 1865;

A. P. Shannon, Recorder,

This Indenture, Made the seventh day of June in the year
of our Lords one thousand eight hundred and sixty five,
Between Andrew C. Gray of the Town and County of Newcastle
and State of Delaware, Executor of the last will and testament
of Andrew Gray late of the City of Wilmington in the County
aforesaid, deceased, of the first part; and Robert Cook of the
City of Philadelphia in the State of Pennsylvania of the second
part; Witnesseth that the said party of the first part by virtue
of the direction and authority given him in and by the last
will and testament of the said Andrew Gray, deceased (as by
reference to the said last will and testament duly proved and
admitted to Probate by the Register of wills for the said County
of Newcastle, and recorded in the Register's office at Newcastle
in Book W. page 80th, fully appears) and in consideration
of the sum of Twenty thousand dollars lawful money of the
United States, in to the said party of the first part well and
truly paid by the said Robert Cook party of the second part
at and before the sealing and delivery of these presents, the
receipt whereof is hereby acknowledged both granted, bargained,
sold, aliened, enfeoffed, released, conveyed and confirmed
and by virtue of the power and authority aforesaid doth by
these presents grant, bargain, sell, alien, enfeoff, release, convey
and confirm unto the said Robert Cook party of the second
part, and to his heirs and assigns, All that certain Town
Plantation, or tract of land situate in Mill Creek Hundred
Newcastle County and State of Delaware, known as "Chamut
Hill" bounded and described as follows, to wit: Beginning
at a corner of land formerly of John

... of the said Robert Cook his heirs
... Andrew C. Gray at the County and
... with the said Robert Cook
... committed or willingly or willing
... or anything whatsoever
... or any part thereof, is or
... charged or remembered in title, charge
... On Witness whereof the said Andrew
... set his hand and seal
... first herein written.

Witness my hand and seal
this 22nd day of June 1865.
Andrew C. Gray
Executor de. 

of the County of New Castle, S.D. Be it remembered that
this 22nd day of June in the year of our Lord
1865, I, Mark W. Cleaver, a Notary Public for the
County of New Castle, S.D., personally
appeared before me Mark W. Cleaver a Notary Public for the
County of New Castle, S.D., and appeared
personally to be sworn and acknowledged this
instrument to be his debt, given and signed by hand and seal
of the said day and year aforesaid.

Mark W. Cleaver, Notary Public,
A. L. Shannon, Recorder.

Witness my hand and seal
this 22nd day of June 1865.

Made the Nineteenth day of July in the year
of our Lord one thousand eight hundred and sixty five. Between
J. A. Hall and Hannah P. Hall
of the County of New Castle
of the State of South Dakota, Party of the one
part and J. A. Hall and Hannah P. Hall
of the County of New Castle
of the State of South Dakota, Party of the other
part. The said J. A. Hall and Hannah P. Hall
do hereby certify that the within and
before them written and signed by the
said J. A. Hall and Hannah P. Hall
is a true and correct copy of the
original thereof.



Andrew Gray → Robert Cook

252

Consular Fee

Nos. 2310 and 2311

Received for Record Jan. 25, 1934.

Albert Stetser

Recorder.

COMPARED
FILED

This Deed, made this nineteenth day of December in the year of our Lord one thousand nine hundred and thirty-three. Between, Leroy B. Walton and Ella M. Walton, his wife, of Mill Creek Hundred, New Castle County, Delaware, parties of the first part, and Hugh M. Morris, of the City of Wilmington, County and State aforesaid, party of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Hundred Dollars (\$100.00) lawful money of the United States of America the receipt whereof is hereby acknowledged hereby grant and convey unto the said party of the second part, his heirs and assigns

All that certain farm, plantation or tract of land, with the buildings thereon erected, situate in Mill Creek Hundred, New Castle County and State of Delaware, bounded and described as follows, to wit:

Beginning at a corner stone set in the line of land late of Thomas Montgomery and running thence by line of the same south 50 degrees west 98 perches to a stack of stones in a line of land late of John Barclay; thence therewith south 38 degrees east 77.5 perches to a corner white oak; thence by land late of Christopher Springer, Deceased, north 45 degrees east 56.8 perches to a corner stone; and north 5 3/4 degrees west 73 perches to the first mentioned stone and place of beginning, containing within these bounds 30 acres, be the same more or less.

Being the same lands and premises which Leander S. Russell and Mary E. Russell his wife, by deed dated March 24, 1920, and recorded in the Office for the Recorder of Deeds, etc., in and for New Castle County aforesaid, in Deed Record D, Volume 20, page 295, etc., granted and conveyed to the said parties of the first part.

In Witness Whereof, the said

of the first part have herunto set their hands and seals the day and year aforesaid

Sealed and Delivered

in the Presence of

Rebecca Springer

Rebecca Springer

State of Delaware

New Castle County

Le Roy B. Walton (Seal)

Ella M. Walton (Seal)

U. S. P. R. Stamps

\$10.00 Cancelled.

Rebecca Springer

Notary Public

March 28, 1933.

Term 2 years

Delaware

Be it Remembered, That on this 19th day of December in the year of our Lord, one thousand nine hundred and three, personally came

before me the subscriber a Notary Public for the State and County aforesaid, Le Roy B. Walton and Ella M. Walton, 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 Ella M. Walton 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.

Rebecca Springer

Notary Public

Received for Record Jan. 25, 1934.

Albert Stetser

Recorder.

COMPARED
KIRK

This Deed, made this 24th day of January A. D. 1934

Between, Herman H. Pratt and Jennett Pratt, his wife, of Blackbird Hundred, New Castle County, and State of Delaware, parties of the first part; and The State of Delaware, party of the second part.

Witnesseth That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) current lawful money of the United States, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said party of the second part

All that certain tract of land

Hugh M. Morris from Leroy Walton

document herein a separate (single sum) party to
the same and was personally to be such, and
acknowledged the Indenture to be his deed, Given
under my hand and seal of office, the day and year
above written.

James W. Lattomus
Notary Public

Received for Record Mar. 24 1920.

F. G. Cole, Recorder.

This Indenture, made this Twenty fourth
day of March in the year of our Lord one thousand
and hundred and twenty. Between, Leander
S. Russell, and his wife, Mary C. Russell,
of the Town of Marshallton, Mill Creek Hundred,
New Castle County and State of Delaware, parties
of the first part, and Le Roy B. Walton and
his wife, Ella M. Walton, of the City of Washing-
ton, County of New Castle and State of Delaware,
parties of the second part. Witness, That the
said parties of the first part, for and in consid-
eration of the sum of Thirty-six Hundred Dollars
(\$3600.00) current lawful money of the United
States of America, unto them well and truly paid
by the said parties of the second part, at and before
the sealing and delivery of these presents, the receipt
whereof is hereby acknowledged, have granted, bar-
gained, sold, aliened, enfeoffed, released, conveyed
and confirmed, and by these presents do grant,
bargain, sell, alien, enfeoff, release, convey and
confirm unto the said parties of the second part
their heirs and assigns. All that certain
lot, piece, plantation or tract of land with the build-
ings thereon erected, situate in Mill Creek Hun-
dred, New Castle County and State of Delaware,
bounded and described as follows, to-wit: Beginning
at a corner stone set in the line of land late of Thomas
Montgomery and running thence by a line of the
same South fifty degrees West ninety-eight perches
to a heap of stones in a line of land late of John
Parklay; thence thence with South thirty-eight degrees
East seventy-seven perches and five tenths to a
corner white oak, thence by land late of Christopher
Springer, deceased, north forty-five degrees East
fifty-six perches and eight tenths to a corner
stone, and North five degrees and three quarters
West seventy-three perches to the first mentioned
stone and place of Beginning, containing within
those bounds Thirty acres of land, be the same
more or less; Being the same lands and premises
which Thomas S. Sharpe, and his wife, by

their Indenture bearing date the 11th day of March, A. D. 1901, as the same remains of record in the office of the Recorder of New Castle County aforesaid in Book Record L, volume 18, page 458, did grant and convey unto Leander S. Russell in fee simple, Together with all and singular the buildings, improvements, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereto belonging, or in anywise 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 parties of the first part, in law, equity, or otherwise, howsoever, of, in, and to the same and every part and parcel thereof. To have and to hold the said lot, piece, plantation or tract of land, buildings, hereditaments and premises, hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said parties of the second part their heirs and assigns, to and for the only proper use and behoof of the said parties of the second part their heirs and assigns forever. And the said parties of the first part, their heirs, Executors and Administrators do by these presents, covenant, grant and agree to and with the said parties of the second part their heirs and assigns that they the said parties of the first part their heirs all and singular the hereditaments and premises herein above described and granted, or mentioned, or intended so to be, with the appurtenances, unto the said parties of the second part, their heirs and assigns, against them the said parties of the first part, their heirs all and against all and every other person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, by, from, through or under, her, him, them or any of them shall and will by these presents Warrant and forever defend. In Witness Whereof, the said parties of the first part have hereunto set their hands and seals dated the day and year first above written.

Sealed and delivered
in the Presence of
Barnet Gluckman
State of Delaware }
New Castle County } ss.

Leander S. Russell (seal)
Mary C. Russell (seal)

U. S. D. P. & H.
Stamps cancelled

Be It Remembered, That on this
Twenty-fourth day of March in the year of our
Lord one thousand nine hundred and twenty

Barnet Gluckman
Notary Public
Appointed Nov. 15-1917
Term four years
State of Delaware

personally came before me, Barnet
Gluckman a Notary Public for
the State of Delaware, Leander
S. Russell and his wife, Mary
E. Russell, parties to this Inden-
ture known to me personally to
be such, and severally acknowledged

this Indenture to be their deed. And the said
Mary E. Russell, being at the same time privately
examined by me, apart from her husband acknow-
ledged that she executed the said Indenture willin-
gly, without compulsion or threats, or fear of her
husband's displeasure. Given under my hand
and seal of office, the day and year aforesaid -

Barnet Gluckman
Notary Public

Received for Record Mar. 24. 1920.

F. G. Cole. Recorder

This Indenture, made this Twenty-fourth
day of March in the year of our lord one thousand
nine hundred and twenty. Between, Harry L.
Clayton and Lillian M. Clayton, his wife
of the Town of Blomere, New Castle County and
State of Delaware, parties of the first part, and
Anna G. Walsh of the City of Wilmington, New
Castle County and State of Delaware, party of the
second part. Witnesseth, that the said parties
of the first part, for and in consideration of the sum
of Ten Dollars current lawful money of the Uni-
ted States of America, unto them well and truly
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, have
granted, bargained, sold aliened, conveyed, relea-
sed, conveyed and confirmed, and by these presents
do grant, bargain, sell, alien, convey, release,
convey and confirm unto the said party of the
second part her heirs and assigns, All that
certain lot, piece or parcel of land, situate in
Christiana Hundred, New Castle County and
State of Delaware, being part of Lot No. 7 in Block
D, as numbered and laid off on the plot of Oak
Grove, recorded in the Office for the Recording of Deeds
etc, in and for New Castle County aforesaid, as
Wilmington in Deed Record 7, Vol. 24, Page 66,
more particularly bounded and described as
follows, to-wit: Beginning at a point on the
Northernly side of the New Road at the distance of
ninety feet Easterly from the Easterly side of
Chestnut Avenue, thence in a Easterly

Russet → Walton

Received for Record March 14th A.D. 1901

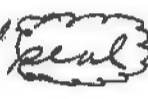
Delaware Clark
Recorder

This Indenture made the eleventh day of March in the year of our Lord one thousand and nine hundred and one, (1901) Between Thomas A. Sharpe^{2nd} Adelaide Sharpe his wife of the City of Wilmington County of New Castle^{2nd} State of Delaware parties of the first part and Leander B. Russell of the County^{2nd} State aforesaid Witnesseth that the said parties of the first part for and in consideration of the sum of Fifteen Hundred Dollars (\$1500⁰⁰) current lawful money of the United States of America unto him well and truly paid by the said party of the second part at and before the Sealing and Delivery of these Presents the Receipt whereof he hereby acknowledged has granted bargained sold aliened enfeoffed released conveyed and confirmed^{2nd} by these Presents does grant bargain sell alien enfeoff release convey and confirm unto the said party of the second part Heirs and Assigns All that certain lot piece plantation or tract of land with the buildings thereon erected situate in Mill Creek Hundred, New Castle County^{2nd} State of Delaware bounded and described as follows To wit: Beginning at a corner stone set in the line of land late of Thomas Montgomery^{2nd} running thence by a line of the same South Fifty degrees West ninety eight perches to a heap of stones in a line of land late of John Barclay; thence thence with South Thirty eight degrees East seventy seven perches and five tenths to a corner white oak thence by land late late Christopher Springer deceased, North Forty five degrees East fifty six perches and eight tenths to a corner stone, and North five degrees^{2nd} and three quarters West Seventy three perches to the first mentioned stone and place of beginning, containing within those bounds Thirty Acres of land be the same more or less being the same land and premises mentioned in the last will of

Newcastle County Delaware by and between
bearing date on the twenty fourth day of
October A. D. 1900 and recorded in the office
for the recording of deeds in and for
Newcastle County aforesaid in Deed Record
M. Vol. 18 Page 16 etc did grant and convey
unto the said Wilmington Savings Fund
Society in fee simple, and the same
land and premises which was con-
veyed by Wilmington Savings Fund
Society by deed dated the fourteenth
day of November A. D. 1900 to Thomas A.
Shaffer and recorded in the office
for recording deeds in and for
Newcastle County aforesaid in Deed
Record L. Vol. 18 Page 13 etc. Together
with all and singular the buildings
improvements ways woods waters
water courses rights liberties privi-
leges hereditaments and appurten-
ances whatsoever thereto belonging
or in anywise appertaining and the
reversions and remainders rents
issues and profits thereof and
all the estate right title interest
property claim and demand what-
soever of them the said parties of the
first part in law equity or other-
wise howsoever of in and to the
same and every part and parcel
thereof. To have and to hold the
said lot piece plantation or tract
of land and buildings heredita-
ments and premises hereby granted
or mentioned or intended to be
with the appurtenances unto the
said party of the second part his
Heirs and assigns to and for the
only purpose and behoof of the
said party of the second part his
Heirs and assigns forever. And the
said parties of the first part their
Heirs Executors and Administrators do by
these presents covenant grant and
agree to and with the said party
of the second part his Heirs and assigns
that they the said parties of the first
part their Heirs all and singular
the hereditaments and premises herein
above described and mentioned or men-
tioned or intended to be

Sharpe → Russel

and granted or mentioned, or intended so to be, with the assistance into the said party of the second part his heirs and assigns against him the said party of the first part his heirs and assigns all and every other person or persons lawfully claiming or to claim the same or any part thereof by through from or under him them or any of them shall and will warrant and forever defend. In witness whereof the said party of the first part has hereunto set his hand and seal. Dated the day and year first above written

sealed and delivered in the presence of } George L. Tweed 
James J. Brady

State of Delaware }
New Castle County } ss.

James J. Brady
Notary Public
For the State of Delaware
Appointed Sept. 1, 1898
Term of office four years

Be it remembered that on the Twenty-third day of October in the year of our Lord one thousand nine hundred personally came before

me James J. Brady a Notary Public for the State of Delaware George L. Tweed 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.

James J. Brady
Notary Public.

Received for record November 20th A.D. 1900
Delaware Clark
Recorder.

* This indenture made the fourteenth day of November in the year of our Lord one thousand nine hundred Between Wilmington Savings Fund Society, a corporation of the State of Delaware, party of the first part and Thomas A. Sharpe party of the second part of the

City of Wilmington, New Castle
and State of Delaware; Witnesseth that
the said party of the first part found
in consideration of the sum of one
Thousand one hundred dollars (\$1100.00)
current lawful money of the United
States of America unto it well
and truly paid by the said party
of the second part at and before
the sealing and delivery of these
presents the receipt whereof is here-
by acknowledged has granted con-
veyed sold aliened enfeoffed re-
leased conveyed and confirmed
and by these presents does grant
convey and confirm unto the said
party of the second part his heirs
and assigns. All that certain lot
piece plantation or tract of land
with the buildings thereon erected
situate in Bull Creek Hundred
New Castle County and State of
Delaware bounded and described
as follows to-wit: Beginning at
a corner stone set in the line
of land late of Thomas Montgomery
and running thence by a line of
the same south fifty degrees
west ninety-eight perches to a
heap of stones on a line of land
late of John Barclay; thence there-
with south thirty-eight degrees
east seventy-seven perches and
five tenths to a corner white oak
thence by land late of Christopher Springer
deceased north forty-five degrees
east fifty-six perches and eight
tenths to a corner stone, and north
five degrees and three quarters west
seventy-three perches to the first
mentioned stone and place of
Beginning. Containing within those
bounds thirty acres of land or the
same more or less. Being the same
lands and premises which John C.
Taylor, Sheriff of New Castle County
Delaware by indenture bearing date
the twenty-fourth day of October A.D.
1900, and recorded in the office
for the recording of deeds in and

For New Castle County aforesaid in
 Deed Record M. vol. 18 page 1612 did
 grant and convey unto the said
 Wilmington Savings Fund Society
 in fee simple. Together with all
 and singular the buildings im-
 provements ways, roads waters
 water-courses, rights, liberties, priv-
 ileges, hereditaments and appurtenances
 whatsoever therunto belonging or
 in anywise appertaining and the
 reversions and remainders rents
 issues and profits thereof and
 all the estate, right, title interest
 property claim and demand whatever
 of it the said party of the first part
 in law equity or otherwise howsoever
 of in and to the same and every
 part and parcel thereof. To have and
 to hold ^{the} said lot, piece plantation
 or tract of land the buildings heredit-
 aments and premises hereby granted
 or mentioned or intended so to be with
 the appurtenances unto the said party
 of the second part his heirs and as-
 signors and for the only proper use
 and behoof of the said party of the
 second part his heirs and assignors
 forever. And the said party of the
 first part for itself, its successors
 does by these presents covenant
 grant and agree to and with the
 said party of the second part
 his heirs and assignors that if the
 said party of the first part its suc-
 cessors all and singular the heredit-
 aments and premises herein above
 described and granted or mentioned
 or intended so to be with the ap-
 purtenances unto the said party
 of the second part his heirs and
 assignors against it the said
 party of the first part its successors
 and against all and every other
 person or persons whomsoever lawfully
 claiming or to claim the same
 or any part thereof by through from
 or under it them or any of them
 shall and will by these presents
 warrant and forever defend. In
 Witness whereof the said party of

the first part has heretofore been
to be set the hand of its president
and its common or corporate seal
dated the day and year first above written
sealed and delivered

in the presence of } Wilmington Savings
Thomas J. Bowen Jr. } Fund Society.

By Wm M. Carby
President

Attest: W. J. Ellison
Secretary.

Wilmington Savings
Fund Society
Incorporated A.D. 1832

148
Stamp
\$1.50

State of Delaware }
New Castle County } ss

Thomas J. Bowen Jr.
Notary Public
For the State of Delaware
Appointed Feb 2, 1898
Term of office seven years

Be it remembered
that on this 14th day
of November A.D. 1900
personally came before
me Thomas J. Bowen Jr.
a Notary Public for the
State of Delaware

William M. Carby, President of Wilmington
Savings Fund Society, party to this
indenture known to me personally
to be such and acknowledged
the said indenture to be his own
act and deed and the act and
deed of his society; that the
signature of the president is his
own proper hand writing, that the
seal affixed is the common or
corporate seal of the said society
and that his act of signing, sealing
executing and delivering said
indenture was duly authorized
by resolution of the Board of Managers
of the said society. Given under
my hand and seal of office the
day and year aforesaid

Thomas J. Bowen Jr.
Notary Public.

Received for record November 23rd A.D. 1900
Delaware Clark
Recorder.

This indenture made this
twentieth day of November A.D. one
thousand nine hundred between
J. Frank Biggs of St. Georges Hundred
New Castle County and State of Delaware

WSFS → Sharpe

State of Delaware
New Castle County

Charles H. Scott
Notary Public
For the State of Delaware
Appointed July 13, 1898
Term of Office
Four years.

Be it Remembered, that on
this Twenty sixth day of
September in the year of our
Lord one thousand nine hun-
dred (1900) personally came before
me Charles H. Scott a Notary
Public for the State of Delaware
Lewis Miller Party to this In-
denture, 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.

Charles H. Scott
Notary Public.

Received for Record October 12th A.D. 1900.
Delaware Clark
Recorder.

To all People To whom these presents shall
come I John E. Taylor, Sheriff of New
Castle County in the State of Delaware,
send Greeting: Whereas Wilmington Savings
Fund Society lately in the Superior Court
of said State, before the Judges thereof, at Wilmington
by the writ and by the judgment of the Court
recovered against Edward M. Donald and Agnes
S. his wife mortgagors and Anna G. Moore et al.
as well a certain debt of One thousand
Dollars lawful money of the State of Delaware
with interest on the same from the seventeenth
day of June A.D. 1898 as also the sum of Seventeen
²³/₁₀₀ Dollars which to the said Wilmington Savings
Fund Society in the said Superior Court
before the Judges thereof, were adjudged for
its costs and charges by it in and about its
suit in that behalf expended, and by the same
Court awarded to be levied out of All that
certain lot, piece, plantation or tract of land
with the buildings thereon erected situate in
Mill Creek Hundred, New Castle County and
State of Delaware, bounded and described
as follows, to wit: Beginning at a corner
stone set in the line of land late of Thomas
Montgomery and running thence by a line
of the same south fifty degrees west ninety
eight perches to a heap of stones in a
line of land late of John Barclay; thence
thence with south thirty eight degrees east
seventy seven perches and five tenths to a

corner white oak; thence by land line of
Springer, deceased north forty five degrees
fifty six perches and eight tenths to a corner
stone and north five degrees and three quarters
west seventy three perches to the first mentioned
stone and place of beginning, containing
in those bounds forty acres of land be the same
more or less. Being the same land and premises
which Edward J. Bellah, Trustee, by his indenture
dated the twenty-second day of March A. D. 1871
and recorded in the office for recording deeds
in and for New Castle County aforesaid in Deed
Record G, Vol. 9, Page 465 &c. sold and conveyed
unto the said Agnes S. McDonald in fee, as by
reference thereto will appear. Together with all
and singular the buildings and improvements of
every kind whatsoever, ways waters, water-
courses, rights, liberties, privileges, hereditaments
and appurtenances whatsoever, therunto belonging
or in any wise appertaining. And whereas, after-
wards, by a writ of *Sevancia Facias* issuing out
of the said Superior Court, seated at Wilmington
the twelfth day of June A. D. Nineteen Hundred
and to me, the said Sheriff, directed, I was com-
manded that out of the above described lot
of land, buildings with the improvements,
hereditaments appurtenances to it belonging
in my Bailwick, I should cause to be made
without delay the aforesaid debt or sum of
One Thousand dollars with the interest
on the same as aforesaid, go also the sum of
Seventeen and ³⁷/₁₀₀ dollars the costs and charges
aforesaid and that I should have that money
before the Judges of the said Superior Court
at Wilmington on Monday the seventeenth
17th day of September then next, to render
to the said Wilmington Savings Fund Society
for its debt and interest, costs and charges aforesaid
and that writ, at which said day, the said
Sheriff, to the Judges aforesaid did certify and
return that, by virtue of the said writ to me
directed, after due and public notice by me
given, I did expose to sale the hereinbefore
mentioned and described lot of land, buildings
with the improvements, hereditaments and
appurtenances, and the same did sell on the
fourteenth day of September A. D. 1900 to Wil-
mington Savings Fund Society for the sum
of Nine Hundred dollars it being the highest
and best bidder, at a public vendue, for the
same, as by the said writ and the return thereon

18
fully appears. Now know Ye, that I the said
John E. Taylor Sheriff as aforesaid, for and in
consideration of the said sum of Three Hundred
dollars lawful money to me in hand paid by the
said Wilmington Savings Fund Society at or
before the sealing and delivery hereof, the receipt
whereof is hereby acknowledged, and by virtue
of the proceedings aforesaid and of the Act of
Assembly in such case made and provided
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
Wilmington Savings Fund Society and to
its successors and assigns all that certain
lot or piece of land together with all
and singular the buildings and improve-
ments of every kind whatsoever, ways, water
water courses, rights, liberties, privileges,
hereditaments and appurtenances, what-
soever thereunto belonging or in anywise
appertaining, and the revenues and remainders
rents, issues and profits thereof, and also
all the estate, right title, interest, use
possession, property, claim and demand
whosoever of the said Edward McDonald
and Agnes S. his wife mortgagors and
Anna G. Moore H. in law equity or other-
wise now or hereafter, of, in, and to the same
and every part and parcel thereof. To have
and to hold the said lot or piece of land
buildings hereinbefore described, heredita-
ments and premises hereby granted and
mentioned or intended, as to be, with the
appurtenances unto the said Wilmington
Savings Fund Society, its successors
and assigns, to and for the only proper use
and behoof of the said Wilmington Savings
Fund Society its successors and assigns
forever, as fully and amply and for such
estate and estates and under such rents
and services as the said Edward McDonald
and Agnes S. his wife, mortgagors and Anna
G. Moore H. had and held the same at or
before the taking thereof in execution. In
Witness Whereof I the said John E. Taylor
Sheriff as aforesaid, have hereunto set my
hand and seal the twenty fourth day of
October A. D. nineteen hundred.

Sealed and Delivered }
in the presence of }
Edward T. Ponce } 2/1/00

John E. Taylor Sheriff

Sherriff Sale

McDonald → Sherriff → WSFS

mentioned above and place of Beginning Containing a
 certain tract of land being more or less of land to the same
 more or less. Being the same land and premises which
 were conveyed to the said Edward Bellah by the said
 State of Alabama by this deed of the twenty third
 day of November 1874 and recorded in the Office
 of Recording Books at New Castle in and for the
 County of Baldwin Alabama in Book Record A. 101, of Page
 415 & c and conveyed with the said Edward Bellah
 Trustee of Subletta A. Stone her heirs and assigns forever.
 Recourse thereto being had will more fully appear. -
 Together with all and singular the buildings improvements
 whosoever ways rights liberties privileges hereditaments and
 appurtenances to the same belonging or in any wise appur-
 taining and the revenue and revenues remainder and
 remainderments unto same and profits thereof and of every
 part and parcel thereof And also all the estate right title
 interest property possession claim and demand whatsoever
 both in law and equity of the said party of the first part
 of in and to the said premises with the appurtenances
 to have and to hold the said premises with all and singular
 the appurtenances unto the said party of the second part
 her heirs and assigns to the only proper use benefit and
 behoof of the said party of the second part her heirs
 and assigns forever. And the said Edward J. Bellah
 (Trustee as aforesaid) for himself his heirs executors and
 Administrators doth by these presents covenant grant and
 agree to and with the said party of the second part her
 heirs and assigns that he the said Edward J. Bellah
 (Trustee as aforesaid) and his heirs all and singular
 the hereditaments and premises herein above described
 and granted or mentioned and intended to be so with
 the appurtenances unto the said party of the second
 part her heirs and assigns against him the said
 Edward J. Bellah (Trustee as aforesaid) and his heirs
 and against all and every other person or persons whom-
 soever lawfully claiming or to claim the same or any part
 thereof by force or under claim them or any of them
 shall and will by these presents warrant and defend
 In Witness Whereof the said party of the first part to these
 presents hath hereunto set his hand and seal: Dated this day
 and year first above written

Signed Sealed and Delivered

in presence of W. J. Edward J. Bellah
 Albert M. Smith } Trustee for S. A. Stone
 Ernest Smith } #118

[Handwritten mark]

#1700 - Payment of the day of the month of the year 1874

~~Sheriff Sale~~ →

Bellan → McDonald

and acknowledged this deed full of
of writing to be his deed, given under my
of Office the day and year of year
Peter A. [unclear]
Notary Public

Received for Record Jan'y 21st A.D. 1870

To all people to whom these presents shall come
Richardson Sheriff of New Castle County in the
Delaware and George Whittier for the use of
T. Bellah Trustee of Sabella A. Stone, Eliza W. Duncanson
and Hannah Duncanson Executors of John A. Duncanson
and late Trustee and Assignee of Sabella A. Stone
in the Superior Court of said State before
Judges thereof at New Castle, by the writ and
judgment of the said Court recovered against Edward
Way and Mary D. his wife and Richard Jones and
John H. Roberts true tenants as well as certain debt
of Twelve hundred dollars lawful money of the State
of Delaware with interest on the same from the nineteenth
day of April A.D. Eighteen hundred and sixty eight
and also the sum of thirteen dollars and ten cents
to the said. For the use of Edward J. Bellah Trustee
Sabella A. Stone Eliza W. Duncanson and Hannah
Executors of John A. Duncanson deceased late Trustee
Assignee of Sabella A. Stone as aforesaid in the
Superior Court before the Judges thereof for costs
for their costs and charges by them in and about
said all that behalf expended and by the Court
awarded to be levied out of all that certain
tion or tract of land situate in Mill Creek Township
in the County of New Castle and State of Delaware
bounded and described as follows to wit: Beginning
at a corner stone set in the line of land
Montgomery and running thence
same South fifty degrees East
to a heap of stones in a line
Barclay thence thence
east seventy seven
White Oak thence
thence

and eight tenths to a corner stone And north five
 eighths and three fourths west seventy three perches
 to the first mentioned place of Beginning
 Beginning within those bounds fifty acres of land
 more or less. Being the same land and
 premises owned by A. American Trustee for Sab-
 bula A. Stone by Indenture did sell and convey
 to the said John P. Way in fee Together with all
 the buildings and improvements of every
 kind whatsoever ways waters water courses rights like
 and other improvements hereditaments and
 appurtenances whatsoever thereto belonging or in
 any wise appertaining. And Whereas afterwards by
 a writ of Habeas Corpus issued out of the said
 Superior Court dated at New Castle the twenty sixth
 day of May A.D. Eighteen Hundred and Sixty nine
 and to me the said Sheriff directed I was commanded
 that out of the above described Plantation or tract
 of Land with the improvements hereditaments and
 appurtenances to it belonging I should cause to be
 made without delay the amount of one
 thousand and two hundred Dollars with the interest
 on the same as aforesaid as also the sum of thirteen
 Dollars and ten cents the costs and charges aforesaid
 And that I should have that money before the jud-
 ges of the said Superior Court at New Castle on Mon-
 day the fifteenth day of November then next to come
 to the said City of New Castle Edward J. Bellah Trustee of
 Sabilla A. Stone Elizabeth W. Dungen and W. Samuel
 Duncan Executors of John J. Duncan deceased
 late Trustee and Assignee of Sabilla A. Stone for their
 debt and interest with costs and charges aforesaid and
 that writ of Habeas Corpus the said Sheriff as aforesaid
 did certify and return that by virtue of the said writ I
 directed after due and public notice by me given I did
 cause to be sold the said plantation tract of land with
 the improvements hereditaments and appurtenances and
 the same did sell on the twenty first day of July A.D.
 1864 unto Edward J. Bellah Trustee of the City of Wilm-
 ington Trustee for Sabilla A. Stone for the sum of thirteen
 hundred and fifty Dollars the highest and
 best bid for a public sale for the same as by
 the said writ and the return thereon appears Now know
 ye that the said Sheriff as aforesaid
 found in consideration of the said sum of thirteen
 hundred and fifty Dollars lawful and to me as hand
 paid by the said Edward J. Bellah Trustee before the
 sealing and delivery hereof the sum of thirteen hundred
 and fifty Dollars being the sum of money which was

Sherriff → Britah

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Celebrating The History and Historical Sites of Mill Creek Hundred, in the Heart Of Delaware

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Friday, October 29, 2010

Judge Morris Estate -- Part 1

There are, as you can see on this site, many beautiful, old homes in Mill Creek Hundred, but there are very few that are open to the public. One of the few houses that *is* open for public view (at least sometimes) is the Judge Morris Estate, also known as the Andrew Gray House. Thanks to the loving restoration carried out earlier last century by a man whose name is very familiar to University of Delaware alums, the house is in excellent condition, especially considering that it's at least 220 years old. In addition to its architectural beauty, few other houses can boast a roster of owners whose record of public service rivals this one.



Like almost every house of its advanced age, the Morris House is comprised of several sections built by various owners over the years. There is no clear consensus on when the oldest section of the house was built, or by whom. According to Francis Cooch in [Little Known History of Newark, DE and Its Environs](#), there are several dates inscribed on stones on different parts of the house: 1684, 1742 or 1752, and 1777. Date stones were often used to record the date of a building's erection, but were also used sometimes to commemorate important dates long after the fact. The original land grant for much of the Polly Drummond Hill (AKA Meetinghouse Hill) area was made from William Penn to William Welsh in December 1683, so if I had to guess, I'd say the 1684 date refers either to this or possibly the date of the first house (probably log) in the area. It's unlikely any part of this house was built then.

It seems that the trail of ownership for the property gets a bit confused for most of the 18th century, but at some point it is purchased by Scottish immigrant Thomas Montgomery. Montgomery was the first of the residents to spend time in public life, and although there is no indication when, I think it was he who built the first section of the current house. Montgomery was in the area by the 1740's, and there is record of him being involved in a local militia regiment at that time. ~~It's possible that he could have built the oldest (probably western) section of the house then*~~. Another possibility is that the 1742/52 date refers to an older house, and 1777 was the date of construction for the current house. He certainly owned the property by 1779 (although there seems to be no specific mention of the house), as in January of that year he conveyed the tract to a Blair McClenachan. If it was [this Blair McClenachan](#), I think it's reasonable to assume the transaction had something to do with funding for the Revolutionary War. Whatever the reason, Montgomery reclaimed the property from McClenachan in 1786.

The other reason I'm inclined to believe that the property sale was related to the fight for independence is Thomas Montgomery's record of [public service](#). He served in the state legislature in the 1780's and not only attended the state constitutional convention in 1792, but ended up as its chairman after John Dickinson resigned. Also that year, he ran for governor in the first public election for the post, but lost to Joshua Clayton. The following year,

Montgomery became the Delaware State Auditor. He also served as a trustee of the New Castle County Almshouse (a poorhouse, which I believe was located in what is now the west side of Wilmington).



The rear of the Morris Estate

I have not had a chance to study the house up close, but from what I've seen, I'd say that Thomas Montgomery's house was probably what is now the northwestern wing, facing Polly Drummond Hill Road. There is a 1 1/2 and a 2 1/2 story section, either of which or both could date to the mid to later 18th century. From the looks of it, the 2 1/2 story section was of a three bay, centered door design common to the time. A little later, probably by the next owner, the south facing five bay section was built*. This, and the families who occupied it, will be featured in [Part 2](#) of the post.

* Although I still think my analysis makes sense, [this page](#) states that "John Barclay built the main 2-1/2 story stone house in 1792." By this, I assume they mean the five-bay, southern-facing section. It then adds that the 1-1/2 story west wing was added by the next owner, the subject of Part 2. I've not been able to verify this information elsewhere, but since they own the house, I'll defer to their assessment.

Edit [2/4/11]: I just found [this page](#), which has a picture of the plaque located on the house grounds. It more or less confirms the previous paragraph, stating that John Barclay built the main section and the rear ell, while the 1-1/2 story section was added later. I still have found little for sure about Barclay, except that he may have been a merchant near Christiana. Also, he may have been prominent in Pennsylvania politics, including serving as mayor of Philadelphia in the 1790's. However, it's not completely clear that this is the same man.



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Tuesday, November 2, 2010

Judge Morris Estate -- Part 2

In the [last post](#), we followed the history of what is now known as the Judge Morris Estate up through the ownership of Thomas Montgomery. I haven't determined exactly when Montgomery sold the house (or if he even owned the current, existing house), but he did pass away in late 1799.

According to [this DNREC news release](#), the 2-1/2 story section of the house was built in 1792 by John Barclay, about whom I can find very little information. In 1808, the property was purchased by a member of a prominent Kent County family, Andrew Gray. When the Grays moved into the estate, they named it "Chestnut Hill", and they

would own the property for the next 57 years. That same news release also states that it was Gray who, in 1825, built the 1-1/2 story west wing to house a growing compliment of servants. I still think the smaller western section looks older than the larger one, but I'll defer to the state's assessment, since it *is* their house (more on that in a bit).

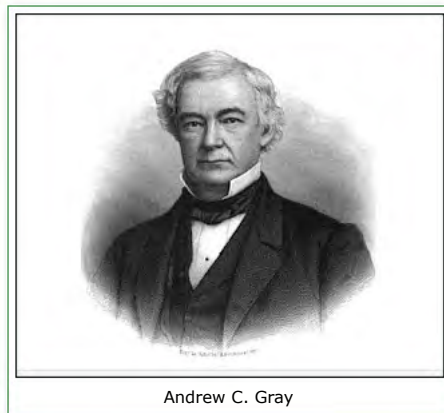


Much like his predecessor on the property, Thomas Montgomery, Andrew Gray was very [active in public life](#). He was a member of the state senate from 1817 to 1821, and was instrumental in helping to found what would become the [University of Delaware](#). In 1817, he sponsored and helped pass legislation authorizing a lottery to raise money for the then Newark Academy (lotteries were a popular method of funding at the time). For various reasons, the lottery never took place, and several years later, Gray helped pass new legislation.

This new bill had two important aspects to it, both of which would combine to be his political downfall. First, the bill established a state college to be located in Newark, and secondly, it allowed it to be funded by a tax on stagecoaches and steamboats. Gray saw this as a mostly pain-free method of funding, as, much like today, Delaware was used by travellers heading to and from New York, Philadelphia, Baltimore, and Washington. This tax was designed to be taken primarily from these out-of-state travellers, not affecting Delawareans very much. However, there was a large backlash against the tax, which seemed to originate from residents and merchants in New Castle and Wilmington, both jealous of the Newark location for the school. As a result, Andrew Gray lost his seat in the 1821 election.

Although his political career was done, Gray remained deeply involved in the early years of the Newark Academy, and in the eventual establishment of Delaware College. The lottery fundraiser he sought, after the law was rewritten in the 1820's, did eventually take place and the money raised was used to build a new college building, now known as Old College. Andrew Gray remained a trustee of the college for over thirty years, and ultimately served as the president of the board of trustees. Although Gray's interest in the school may have been at least partially due to a general interest in education, he did have another more personal reason. Well, three, actually -- his sons who were enrolled there. One of those sons who attended the college and grew up in the house on Polly Drummond Hill was Andrew Caldwell

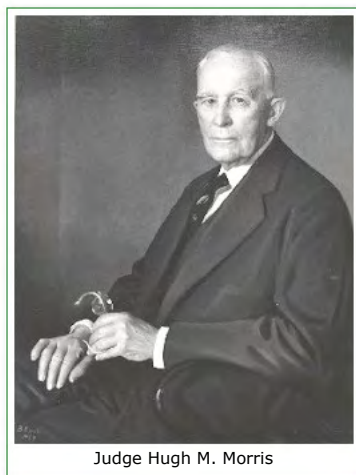
Gray, and he would climb even higher than his father.



Andrew C. Gray was born in 1804 in Kent County, and came with his family to Mill Creek Hundred in 1808. He studied law, and 1826 began practicing in New Castle. He became one of the most prominent lawyers in the state, and the practice he started is **still in business today**. Gray retired from active practice in 1854 and turned his attention to business management, becoming the head of a number of large firms, including the Chesapeake and Delaware Canal Company, the Farmer's Bank of Delaware, and several railroads. *His* son, George Gray, exceeded even these lofty heights. George Gray began as an attorney in his father's firm, but would go on to become Attorney General of Delaware, a three-time US Senator, and finally a Federal Judge.

But returning to the house on the hill, after the elder Gray's death in 1849, the estate was sold by Andrew C. in 1865 to Robert Cook. He farmed the land for nine years, until his death in 1874. From then until the mid 1930's, the house was occupied by a series of tenant farmers, none of whom seemed to put much emphasis on the care and upkeep of the house. Then, just as it seemed that the venerable old home might go the way of many of its contemporaries and crumble away, it was purchased by a man not unlike several of its former inhabitants.

In about 1934, the big, stone house and farm were purchased by **Judge Hugh M. Morris** and his wife, Emma. The Morris' immediately began restoring the old home, and even added the eastern kitchen wing to it. In many ways, Morris was sort of a combination of all three of the Grays. He had studied and practiced law, like Andrew C. and George Gray, and like George, had been appointed to a Federal judgeship. And like the elder Andrew Gray, he was deeply involved with the University of Delaware. He was a member of the Board of Trustees from 1929-1959, and served as President from 1939-1959. During his tenure, he oversaw a massive expansion of the size and scope of the school. Four years after his retirement from the board, the university's newly-completed library was named in his honor.



The most recent chapter in the old house's story began in 1998, when the state of Delaware purchased the estate and incorporated it into the **White Clay Creek State Park**. Now, the historic house is available for tours, as well as meeting and event hosting. Thanks to the loving care given it by the Morris', this two-century plus year old home is still around for future generations to enjoy and contemplate the public service delivered by its many residents.