

NOTES ON THE GENEALOGY
OF THE
BIDDLE FAMILY,

TOGETHER WITH
ABSTRACTS OF SOME EARLY DEEDS.

BY HENRY D. BIDDLE.

PRIVATELY PRINTED.

PHILADELPHIA :
W. S. FORTESCUE & CO.,
(Successors to E. C. & J. BIDDLE & Co.)
1895.



OF
PENNSYLVANIA.

PRESENTED BY

Henry H. Biddle thru
the Genealogical Society
January 24, 1896

PREFACE.


THE wish to acquire as authentic and definite a knowledge as possible of the progenitor of my paternal family and of his descendants in America, led me some years ago to begin collecting from other members of the family copies of the early Deeds in their possession. In doing this there was also gradually accumulated a good deal of information about the family genealogy; and there is so much satisfaction in knowing one's ancestors—where they settled, lived and died, and what they did, and what became of their descendants—that I have thought it worth while to put into print the prominent parts of this information, together with an abstract of the more important Deeds.

I cannot here name all who have assisted me in the genealogical part of my work, but I am under special obligations to Mrs. Hannah A. Brown, of Salem, N. J.; the late Hon. John Clement, of Haddonfield; Commodore John J. Read, U. S. N.; Barclay White, of Mount Holly; Dr. George W. Biddle, of Sparta, Ills.; and Dr. Byron F. Dawson, of Cayucos, Cal.

My thanks are also due to Miss Hetty Foster Biddle and Mrs. Neilson J. Ritter (Elizabeth Canby Biddle), of Philadelphia, and to John Bishop, of Columbus, N. J., for the loan of Deeds in their possession, and for permission to copy the same.

H. D. B.

PHILADELPHIA, JUNE, 1895.



CONTENTS.

	PAGE
Sketch of William Biddle 1st,	9
Descendants of Thomas Biddle,	18
Descendants of Joseph Biddle,	24
Prefatory Remarks concerning the Deed of William Penn and others to William Biddle, etc.,	45
Deed of William Penn, Gawen Lawrie and Nicholas Lucas to William Biddle, Thomas Olive and Daniel Wills, January 23, 1676,	53
Deed, Thomas Olive and Daniel Wills to William Biddle, April 4, 1677,	63
Deed, Thomas Hutchinson <i>et al.</i> to Samuel Clay, 1677,	67
Deed, Nicholas Bell to William Biddle, October 29, 1678,	69
Deed, Nicholas Bell to William Biddle, December 31, 1679,	71
Deed, William Biddle to Richard Baynum, August 3, 1681,	72
Deed, Joseph Helmsley to William Biddle, August 9, 1684,	75
Deed, Samuel Clay to William Biddle, August 22, 1684,	78
Deed, Thomas Hutchinson to William Biddle, May 20, 1686,	79
Deed, Robert Stacy, John Hart, Richard Whitfield, etc., Executors of Anna Salter, to William Biddle, November 10, 1691,	81
Deed, William Biddle to Mordecai Adams, December 19, 1699,	83
Deed, William Biddle 2d and William Biddle 3d to Thomas Biddle, February 3, 1741-2,	87

APPENDIX.

Commission of Edward, Viscount Cornbury, to Thomas Biddle, to keep a ferry between Burlington and Philadelphia,	93
Letter of Mary Scull Biddle to her sister, Abigail Biddle (1778)?	94

Dec
1711

(G. m. d.)
cl. 2-27-1709

William Biddle d. 1712. Came to America 1681. m., 1665, Sarah Kempe, written

William Biddle d. 1743,
m. Lydia Wardell.

Sarah m. Righton.
m. Plumstead.
d. s. p.

William d. 1756,
m. Anne Newbold,
m. Mary Scull. - p. 94

Elizabeth.

Sarah.

Penelope
m. Whitehead.

Lydia
m. Imlay. Peter

Joseph
m. Reb. Arney,
m. Sarah Rodgers. p. 24

John d. 1789,
m. Sarah Owen.

James
m. Marks.

Lydia
m. McFunn.

John
m. Boone.

Edward
m. Ross.

Charles
m. Shepard.

Abigail.

Mary.
(U. S. N.).

Thomas.

Owen
m. Parke.

Clement
m. Cornell.

Sarah
m. Penrose,
" Shaw,
" Tellier,

Ann
m. Gen.
Wilkinson.

Lydia
m. Hutch-
inson.

Joseph,
William,
Marks John
m. Dundas,
Lydia
m. Collins,
Elizabeth
m. Eckert.

(Wm. McF.)
Biddle
m. Spencer,
Mary
m. Read.

Edward, Catharine,
James, Abigail.
Sophia
m. Casserly,
Lydia,
Sally,
Mary.

Cassidy

William S. m. Keating
James (U. S. N.),
Edward (U. S. N.),
Nicholas m. Craig,
Charles m. Stokes,
Thomas m. Mullanphy,
John m. Bradish,
Richard m. Anderson,
Mary m. Biddle,
Ann m. Hopkinson.

(nee Hopkinson)

Jane,
John
m. Canby,
Rebecca
m. Thomson,
Sarah,
Tacy,
Owen
m. Rowan,
Thomas,
Robert,
Clement
m. Canby,
Anne
m. Tatum,

Francis,
Thomas (C. B. Penrose.)
m. Williams,
George W.,
Mary m. Cadwalader,
Rebecca C. m. Chapman,
Clement C. m. Barclay,
Ann,
Lydia H.,
Sarah T.,
Ann W. m. Dunlap,
John G. m. Biddle,
James C. m. Keppele,
Edward R.

John,
James,
Jos. B.

NOTES ON THE GENEALOGY

OF THE

BIDDLE FAMILY.

As the Genealogies and Deeds which follow pertain solely to the Biddle family that settled in New Jersey, it seems appropriate that a brief biographical sketch of the founder of that family should precede them.

WILLIAM BIDDLE, the original emigrant and the progenitor of most of the name now living in this country, came to New Jersey from London, England, about 1681. No record of the place or date of his birth appears to be now in the possession of any of his descendants. It is supposed he was born about 1630.

In a paper left by his great-great-grandson, Marks John Biddle, of Reading, Pa., containing some account of the family, he is said to have been a Major in Cromwell's army. Be that as it may, it is certain that he became a member of the Society of Friends before 1660, since in that year he, with other members of the Society, was arrested and committed to Newgate prison for violating the laws by which dissenters from the established church were then forbidden, under heavy penalties, to assemble for worship.

In his marriage certificate, dated London, 12 mo. 7, 1665, and in the original Deed of William Penn, Gawen Lawrie and Nicholas Lucas, dated London, 1676, and in the others which follow, he is variously described as Cordwinder, Cord-

wainer, and Shoemaker. In following this very useful but not aristocratic calling he was in good company, since a majority of the early emigrants from England to this country had equally humble occupations—which is nowise to their discredit, since they generally showed themselves, as he did, to be men of strong character, sterling virtue and good attainments.

The Deeds herewith printed, which are selected from those handed down in only one branch of the family, cover but a part of his large purchases of land in West New Jersey. The amount paid, although it may not appear to us very large, was at that day a very considerable sum.¹ The source from which it was obtained is unknown.

He resided in Bishopsgate Street, London, and was married, 12 mo. 7, 1665 [February 17, 1666, N. S.], to Sarah Kempe, a widow, at Friends' meeting in "Westbury Street, in or neere Spittlefields," in said city. His marriage certificate is signed by the following witnesses: Thomas Biddle, Roger Bickerstaffe, John Oakely, Thomas Taylor, William Johnson, James Wasse, and George Ireland.

Of his five children, only two reached maturity, viz., William, born 10 mo. 4, 1669, O. S., and Sarah, born 10 mo. 2, 1678, O. S., the others having died young in England.

Having purchased, in the year 1676, lands in New Jersey, he embarked for that Province about the year 1681, with his wife, children, and servants; and upon his arrival, or soon thereafter, settled at the place now known as Kin-

¹ Macaulay, in his "History of England," vol. i., chap. iii., says "that in 1680 the weekly wages of husbandmen amounted to twelve, fourteen, and even to sixteen shillings. A mechanic exacted a shilling a day." He also says "it is the fashion now [1848] to place the golden age of England in times when noblemen were destitute of comforts, the want of which would be intolerable to a modern footman, when farmers and shopkeepers breakfasted on loaves [of barley, oats, and rye], the very sight of which would raise a riot in a modern workhouse."

kora, between Burlington and Bordentown, to which he gave the name of Mount Hope.



THE BIDDLE HOUSE, MOUNT HOPE (KINKORA), N. J.
(From a photograph, 1890.)

There is still standing on a bluff, overlooking the Delaware river and Biddle's island, an ancient house known in the neighborhood as the "Biddle House," which is believed by many of his own and of his cousin Thomas Biddle's descendants, to be the identical house which he erected and in which he lived. Be this as it may, it is certainly a very ancient building, the frame being of solid timber, and the nails used in clapboarding being of wrought-iron, and doubtless imported from England.

Burlington Quarterly Meeting was held at his house from about 1682 to 1711, after which date it met alternately at Burlington and Chesterfield until 1827.

In the minutes of Chesterfield Monthly Meeting, which

have been carefully preserved, we find several notices of William Biddle and his wife Sarah, among them the following:

"At a monthly meeting of friends at their house in Chesterfield, ye 3d day of ye 8 mo., 1695, Friends being informed that William Biddle's daughter is about to take a husband that is not a friend, and that not in accord to the order of truth, Mahlon Stacey and Francis Davenport is by this meeting desired to go to speak with William concerning the same of his answer."

The friends named accordingly spoke to them, and reported at the next monthly meeting that they had so done, and that William and his wife said:

"Their daughter had done nothing in this her marriage without their consent. We, pressing them to know what answer we should return to this meeting, said, we were men, capable to give the answer."

The meeting does not appear to have derived much satisfaction from William and his wife, as the committee also reported that they said "they do not see that they have been amiss," but nothing further appears on the records concerning this matter.

These quotations refer to the marriage of Sarah Biddle to William Righton. This marriage was solemnized in open court in the presence of the sitting magistrates and invited guests. Her husband died soon after their marriage. *P. 16*

In 1703 the following minute was made:

"At a monthly meeting of friends held at their meeting house in Chesterfield, the 3d day of 12 mo., 1703: Clement Plumstead of Philadelphia and Sarah Royden (*sic*), late of Philadelphia, but now of this province, signify their intentions of taking each other in marriage, and Wm. Biddle, her father, being present, gave his consent, and also acquaints this meeting that his wife is satisfied."

They were married in March, 1704, and on the 17th of 6 mo., 1705, Sarah Plumstead died without issue, and con-

sequently all the descendants of William and Sarah Biddle are descendants of his son William Biddle 2d.

Sarah, wife of William Biddle 1st, died 2 mo. 27, 1709, O. S., aged 74 years, and he died in the early part of the year 1712. *Decr 1711 - see Inventory date -*

William Biddle was active in public affairs from the period of his arrival in New Jersey to his death in 1712, having been appointed in 1682—probably the year after his arrival—a Justice of the Peace for Burlington County, in which office he served several years. Commissions of the Peace were issued by the Governor and Council yearly; a part of whom were designated as of the quorum, so that a court of sessions could not be held without the presence of one of them.¹ He was in the same year chosen one of the Council, whose duties were “to assist the Governor in managing the affairs of the government” to the best of their ability, and also one of the ten members of the Board of Land Commissioners. In 1683 he was a member of the General Assembly of the Province, and in 1688 he was elected one of the Council of Proprietors of West Jersey, of which latter body he was President in the years 1706 and 1707.²

In 1702 the Proprietaries surrendered their right of government to the Crown, retaining their ownership in the soil, and the two Jerseys were then united into one. The new government was to be composed of a Governor, appointed by the Crown; twelve Councillors, appointed theoretically by the Crown, but really by the Governor, six from East Jersey and six from West Jersey; and an Assembly of twenty-four members elected by the people. The

¹ “The Constitution and Government of the Province and State of New Jersey,” by Judge L. Q. C. Elmer, p. 16.

² “New Jersey Archives,” vol. i., p. 268; vol. ii., pp. 148, 380; vol. iii., p. 221.

Smith’s “History of New Jersey,” pp. 152, 164, 165, 199, 200, 203, 204, 276, 285, 286.

Governor could convene, dissolve, and prorogue the Assembly at his pleasure, and possessed a veto power. All laws that were passed and signed were transmitted to England for approval or otherwise. No person was eligible to the Assembly who did not possess a freehold in one thousand acres of land within the division for which he was chosen, or personal estate to the value £500 stg. The Governor and Council made all appointments, by writ of privy seal, and issued patents for land.¹

About the year 1700 a controversy arose between William Penn and William Biddle in regard to the possession of the island opposite Mount Hope. The commencement of the dispute appears to have been a claim which Penn made upon William Biddle for three hundred acres of land on Rancocus Creek, which William Biddle had sold to Richard Baynum.² Penn asserted that he had purchased the same of Baynum, but for some reason he could not make a good title to it. Under date of 7 mo. 14, 1705, Penn writes to Logan :

"For the 300 [acres] I bought of Richard Banam, alias Beaumont, that he purchased of Wm. Biddle, on Rancocus Creek. Thou hast found his lease, pray search for the release, they must needs have been together. . . . I am sorry to find I can have no justice in my own Courts ; if so, I must bring my first appeal to Westminster Hall against my own Courts, for want of justice to their Proprietor and Governour."³

In a letter written 29th of 7th mo., 1708, to Logan, Penn further threatened William Biddle as follows :

"Hast thou done nothing yet with William Biddle about Beaumont's 300 acres upon Rancocus Creek, taken up at first by the West Jersey Commissioner for poor Beaumont? and if William Biddle will not secure it to the man to whom I am assignee, at a dear purchase, let him know I will seize the island before Pennsbury, of which he has only a permit for two lives, as

¹ Gordon's "History of New Jersey," chapter iv.

² See Deed of William Biddle to Richard Baynum, August 3, 1681.

³ "Penn and Logan Correspondence," vol. ii., p. 67.

I remember it, and what I would not part with for £1000 this money here, so much I desire it. . . . Tho' the channel goes between that and Pennsbury, yet it always belonged to the Indians that lived at Sepassin, now Pennsbury."¹

The dispute was ultimately settled in favor of William Biddle.²

The table of William Biddle's descendants, through his oldest and youngest grandsons, as printed in the "Notes to the Autobiography of Charles Biddle," has been given on page 8. We now give, in addition, from recently collected information, a table of descendants to the fifth—and including a portion of the fifth and sixth—generation of his grandson, Joseph Biddle, who remained in New Jersey, and also those of his cousin, Thomas Biddle.

¹ "Penn and Logan Correspondence," vol. ii., p. 293.

² The islands in the Delaware river appear to have been a bone of contention between the Proprietaries of Pennsylvania and New Jersey and the public, so long as the Proprietary government existed.

In the grant by Charles II. to the Duke of York, and in that by him to Lord Berkely and Sir George Carteret in 1664, New Jersey was bounded on the west by the river Delaware, and in the grant to William Penn Pennsylvania was bounded on the east by the same river. Consequently it was maintained that in both grants the title to the river and islands therein remained in the Crown.

The Proprietaries of Pennsylvania, however, always asserted and claimed their right to the river. In the case of *Kean v. Rue* (12 Sergeant and Rawle, 209), it was stated by Chief Justice Tilghman that shortly before the Revolution a certain Lord Rochford attempted to obtain a grant to some islands in the river Delaware near the Pennsylvania shore from the Crown of England, he affirming that they were not included in Penn's charter. The Proprietaries obtained a hearing before the King in Council, and asserted that they had always exercised jurisdiction over the river, and had even disposed of some of the islands for a valuable consideration, and Lord Rochford was induced to abandon his claim.

After the Revolution the States of Pennsylvania and New Jersey, in 1783, entered into a compact for the adjustment of their territorial rights and jurisdictions in the soil and waters of the river. They adopted the principle of proximity in distributing the islands, and as the foundation of right to such as might subsequently be formed. (See Sergeant's "Land Laws of Pennsylvania," chap. xxx.)

These later lists, though not entirely complete, are believed to be accurate as far as given.

The following devises of real estate are included in William Biddle's will, proved at Burlington, 3d day of March, 1711, O. S.

His dwelling-house and plantation, known as Mount Hope, with the island opposite, unto his son, William Biddle, and Lydia, his wife, during their and each of their natural lives, and then to his grandson, William Biddle.

To his cousin, Thomas Biddle, 500 acres of land; to his grandson, Joseph Biddle, 500 acres of land; to his grandson, John Biddle, 500 acres of land; to his cousin, Dorothy Sherwin, and to William Satterthwaite, each of them, 100 acres of land.

All the rest, residue, etc., of his estate, real and personal, unto his son, William Biddle, whom he appointed, together with his friends, Samuel Bunting, of Chesterfield, and John Wills, of Northampton, executors.

Of Thomas Biddle,¹ the "cousin" mentioned in William Biddle's will, we know absolutely nothing, save that he left descendants. He appears as a witness on William Biddle's marriage certificate in 1665, and a Thomas Biddle signs as a witness to the will of William Righton,² mariner, in

¹ In Besse's "Sufferings of Friends," vol. i., p. 229, we find the following allusion to Thomas Biddle: "William Baker and Richard Baker, for speaking against the Priest of Bramshott respecting an exorbitant seizure of Thomas Biddle's goods," etc. This was in the year 1658, in Hampshire or Southamptonshire.

It is probable that this personage was the Thomas Biddle who signed William Biddle's marriage certificate, and possibly the father of the Thomas Biddle who married Rachel Groesbeck, in Philadelphia, in 1704.

² This will of William Righton, mariner, dated February 5, 1701-2, appears to have been written in Jamaica; but whether it was executed there, or brought home and completed here, is uncertain, as there is no attestation clause. The probability, however, is that it was executed in Jamaica, as in one clause he says: "Dear wife, I charge thee on my death-bed," etc. It was recorded at Philadelphia, May 4, 1702. The witnesses to it are Alexander Blair, William Hughes, Israel Hobbs, and Thomas Biddle.

Jamaica, February 5, 1701-2, which is recorded in Book B, p. 223, in the Register of Wills' office, Philadelphia; and the marriage of Thomas Biddle and Rachel Grusbeck (doubtless Groesbeck) is recorded in the records of the First Presbyterian Church, Philadelphia, 'as occurring 9 mo. 8, 1704 [November 8, 1704].

Whether this Thomas Biddle was the cousin mentioned, or the son of the cousin, is not positively known; but he was doubtless the ancestor of that line of the family, and from him we commence the genealogy.

He leaves to his wife Sarah "the house and lot she now lives in, with all the plate and all the furniture belonging to it; three negroes, namely, Phillis, Hagar, and Joan, with all my money and money's worth, both at home and abroad, and in the Brigantine Hopewell, except five pieces of gold which I give to my dear mother, five pieces of gold to my loving sister Masters, five pieces of gold to my loving sister Claypole, five pieces of gold to my loving sister Janney, five pieces of gold to my young sister Frances, and to my brother Stephen all my wearing clothes and five pieces of gold."

The executors named are his wife Sarah Righton and Thomas Masters. Mr. Masters renounced the executorship, and letters were granted to Mrs. Righton May 4, 1702. The three negroes were appraised at £100.

^{123 Cousin}
DESCENDANTS OF THOMAS BIDDLE,

TO AND INCLUDING

THE FIFTH GENERATION.

FIRST GENERATION.

p. 93
1. THOMAS BIDDLE, probably the son of Thomas Biddle, named by William Biddle, the first, as "cousin" in his will; born *about 1683*; married November 8, 1704, at the First Presbyterian Church, Philadelphia, Rachel Groesbeck. Children:

2. Thomas Biddle, *b. all baptised 1710*; m. October 28, 1728, Mary Antrim.¹
3. Sarah Biddle, *b. Dutch ch.*
4. Rachel Biddle, *b. Benicalem; Bucks Co Pa*

SECOND GENERATION.

p. 87
2. THOMAS BIDDLE, son of Thomas and Rachel (Groesbeck) Biddle, born *1704-1710*; married October 28, 1728, Mary Antrim, daughter of James and Mary (Hance) Antrim, of East Jersey. They lived in the old homestead at "Mount Hope" (now Kinkora, N. J.), formerly belonging to William Biddle, the first. Children:

5. Sarah Biddle, *b. August 8, 1729; d. September*, 1810.
6. Thomas Biddle, *b. October 17, 1734; m. April 17, 1760, Abigail Scull.*

¹ Records Marriage Licenses, State Dept., Trenton, N. J. The Record of Friends Mtg., Burlington, N. J., says under date 2 mo. 6, 1696: "James Antrim desired from Burlington Meeting a certificate to marry Mary Hance, of East Jersey, daughter of John Hance." James Antrim's will proved December 6, 1739, in State Department of Trenton, N. J. In it he mentioned his daughter Mary, wife of Thomas Biddle.

7. Rachel Biddle, *b.* _____ ; *m.* December 5, 1772, Jonathan Izard.¹

THIRD GENERATION.

6. THOMAS BIDDLE, son of Thomas and Mary (Antrim) Biddle, born October 17, 1734; married April 17, 1760, Abigail, daughter of Nicholas Scull.² He died September , 1793, and Abigail S. Biddle died September 10, 1783. Children :

8. Thomas Biddle, *b.* September 13, 1761 ; *m.* _____ , Charlotte Butler.
 9. Abigail Biddle, *b.* September 13, 1763 ; *m.* _____ , John Harvey.
 10. Mary Biddle, *b.* March 20, 1766 ; *m.* _____ , Caleb Foster.
 11. Sarah Biddle, *b.* June 7, 1769 ; *d.* August 6, 1775.

FOURTH GENERATION.

8. THOMAS BIDDLE, son of Thomas and Abigail (Scull) Biddle, born September 13, 1761 ; married Charlotte Butler. He became the owner of a part of Biddle's

¹ "Penna. Archives," vol. ii., Second Series. Married in Second Presbyterian Church, Philadelphia.

² Copy of a letter from Nicholas Scull to his daughter, Abigail Biddle :

DEAR ABBY :

Jemmy and his wife got down safe, and set off yesterday for Reading.

I am glad to hear of your health and that your relations have consented that you shall come to Philada to stay with us some time. I assure you it gives me great Pleasure as I believe it does you, and the sooner you come the better. Give my respects to Tommy, My Brother and Sister and Sally and all that ask after me.

I am Your affectionate Father,

NICHO SCULL.

25th July 1761.

We are all well.

Addressed

To Mr Thomas Biddle Jr.

In Mansfield

West New Jersey.

Island in the Delaware River, opposite Kinkora, N. J. He died April , 1807. His real estate was divided among his children in 1813. Children :

12. Thomas Biddle, *b.* November 28, 1786 ; *m.* , Charlotte Harvey.
13. Israel Biddle, *b.* October 6, 1788 ; *m.* first, , Sarah Tallman ; *m.* second, , Sarah T. Field.
14. Abigail Biddle, *b.* January 31, 1791 ; *d.* unmarried.
15. Mary Biddle, *b.* March 17, 1793 ; *m.* first, James Bates ; *d. s. p.* ; *m.* second, , Isaac Field ; *d. s. p.*
16. John Biddle, *b.* October 2, 1795 ; *d.* unmarried.
17. Charlotte Biddle, *b.* July 27, 1798 ; *m.* October , 1816, Samuel Black.
18. Achsa Biddle, *b.* January 26, 1801 ; *m.* Joseph Haines.
19. William Biddle, *b.* May 23, 1804 ; *m.* Elizabeth Rockhill.

9. ABIGAIL BIDDLE, daughter of Thomas and Abigail (Scull) Biddle ; born September 13, 1763 ; married , John Harvey. Children :

20. Job Harvey, *b.* ; *m.* Sarah Bunting.
21. John Harvey, *b.* ; *m.* Mary Potts.
22. Thomas Biddle Harvey, *b.* January 10, 1790 ; *m.* Lydia Wainwright.

10. MARY BIDDLE, daughter of Thomas and Abigail (Scull) Biddle, born March 20, 1766 ; married , Caleb Foster. Children :

23. John Foster, *b.* ; *m.*
24. Abigail Foster, *b.* ; *m.* Joshua Bispham.

FIFTH GENERATION.

12. THOMAS BIDDLE, son of Thomas and Charlotte (Butler) Biddle, born November 28, 1786 ; married Charlotte Harvey. Children :

25. Thomas Biddle, *b.* ; *d.* about 21 years of age, unmarried.
26. Elizabeth Biddle, *b.* ; *m.* Horatio Willits (*d. s. p.*).

27. Charlotte Biddle, *b.* ; *m.* James E. Lawrie (one son, Wm. L.).
 28. Mary Biddle, *b.* ; *m.* John Clement (*d. s. p.*).

13. ISRAEL BIDDLE, son of Thomas and Charlotte (Butler) Biddle, born October 6, 1788; married first, , Sarah Tallman. Child:

29. Charles Biddle, *b.* ; *m.* Sarah Ann Lee (3 children).

Israel Biddle, married second, , Sarah T. Field. Sarah T. Biddle died near Mansfield, N. J., September 12, 1885, aged 82 years. Children:

30. Martha F. Biddle, *b.* ; *m.* 1845,
 Thomas Newbold Black.
 31. Israel Biddle, *b.* ; *d.* young.
 32. Rebecca Field Biddle, *b.* January 16, 1826; *m.* February 5, 1845,
 John Bishop. Rebecca F. B. *d.* April 4, 1893.
 33. Sarah Biddle, *b.* ; *d.* young.
 34. Israel Biddle, *b.* ; *m.* Charlotte B. Harvey. Char-
 lotte B. H. *d.* April 2, 1889, aged 58 years.
 35. Mary T. Biddle, *b.* ; *m.* Franklin Black.
 36. Abigail Biddle, *b.* ; *d.* young.
 37. Charlotte Biddle, *b.* ; *m.* George B. Wills.
 38. Joseph W. Biddle, *b.* 1841 ; *m.* Charlotte Black (daughter
 of Wm. J. and Charlotte B.) 1864.
 39. Caroline Elizabeth Biddle, *b.* ; *d.* young.

17. CHARLOTTE BIDDLE, daughter of Thomas and Charlotte (Butler) Biddle; born July 27, 1798; married, October, 1816, Samuel Black, born October 22, 1787, son of William Black. Children:

40. Mary Black, *b.* August 31, 1817; *m.* July 3, 1839, Joseph S. Read.
 41. Thomas Biddle Black, *b.* February 3, 1820; *m.* November, 1842,
 Anna Maria Buck.
 42. Charlotte Black, *b.* March 20, 1822; *m.* William J. Black. 1853
 43. Abigail Ann Black, *b.* July 15, 1824; *d.* unmarried.
 44. Emeline Black, *b.* August 14, 1826; *m.* Edward Rulon.
 45. Rebecca W. Black, *b.* February 22, 1831; *m.* William J. Black.
 46. Elizabeth Black, *b.* March 9, 1833; *m.* Charles E. Folwell.

18. ACHSA BIDDLE, daughter of Thomas and Charlotte (Butler) Biddle; born January 26, 1801; married
 , Joseph Haines. Children:

- | | |
|---|---------------------------------------|
| 47. Clayton Haines, <i>b.</i> | , <i>d.</i> in California, unmarried. |
| 48. Biddle Haines, <i>b.</i> | ; <i>m.</i> (lives in California). |
| 49. Charlotte B. Haines, <i>b.</i> | ; <i>m.</i> Edward B. English. |
| Charlotte B. E. <i>d.</i> May 16, 1893. | |
| 50. James Haines, <i>b.</i> | ; <i>d.</i> unmarried. |
| 51. Elizabeth Haines, <i>b.</i> | ; <i>d.</i> young. |

19. WILLIAM BIDDLE, son of Thomas and Charlotte (Butler) Biddle; born May 23, 1804; married
 , Elizabeth Rockhill. William Biddle died at Bordentown, N. J., June 13, 1876, aged 72 years. Children:

- | | |
|---|--|
| 52. Thomas Biddle, <i>b.</i> | <i>m.</i> Mary Simons. |
| 53. Sarah Biddle, <i>b.</i>
deceased.) | ; <i>m.</i> Garret S. Cannon. (G. S. C.) |

20. JOB HARVEY, son of John and Abigail (Biddle) Harvey; born
 ; married
 , Sarah Bunting. Child:

- | | |
|-------------------------------|------------------------------|
| 54. Abigail Harvey, <i>b.</i> | ; <i>m.</i> Caleb S. Rogers. |
|-------------------------------|------------------------------|

21. JOHN HARVEY, son of John and Abigail (Biddle) Harvey; born
 ; married
 , Mary Potts. Children:

- | | |
|---|---------------------------------|
| 55. William P. Harvey, <i>b.</i>
W. P. Harvey, deceased. | ; <i>m.</i> Elizabeth Haines. |
| 56. Rebecca P. Harvey, <i>b.</i>
Living in Burlington, N. J. | ; <i>m.</i> Benjamin S. Rogers. |

22. THOMAS BIDDLE HARVEY, son of John and Abigail (Biddle) Harvey; born January 10, 1790; married
 , Lydia Wainwright. He died January 9, 1854. Children:

- | |
|-------------------------------|
| 57. Charles Harvey, <i>b.</i> |
| 58. John Harvey, <i>b.</i> |

59. Mary Harvey, *b.* ; *m.* Sylvanus Sampson.
 60. Abigail Harvey, *b.* ; *m.* first, Vincent Bartholomew Barranco ; second, Thomas Lewis Ferris.
 61. Emeline Harvey, *b.*

23. JOHN FOSTER, son of Caleb and Mary (Biddle) Foster ;
 born ; married . Children :

24. ABIGAIL FOSTER, daughter of Caleb and Mary (Biddle) Foster ; born ; married Joshua Bispham, who was born November 15, 1780. Children :

62. Mary B. Bispham, *b.* 1818 ; *d.* December 20, 1894.
 63. Margaret Bispham, *b.* ; *m.* William Buzby. William Buzby died April 10, 1894, aged 76 years.

DESCENDANTS OF JOSEPH BIDDLE,
SON OF
WILLIAM AND LYDIA (WARDELL) BIDDLE.

FIRST GENERATION.

2. William Biddle, *b.* ; *d.* young.
3. Joseph Biddle, *b.* February 9, 1739 ; *m.* Sarah Shreve.
4. Mary Biddle, *b.* ; *m.* November 7, 1757, Restore
Shinn.²
5. Arney Biddle, *b.* ; *m.* Abigail
Ogden.³

¹ In a deed of John Arney, of Freehold, N. J., dated April 1, 1731 (original in the possession of Barclay White, of Mount Holly, N. J.), it is recited that "For and in consideration of the love, good-will and affection which I bear to my daughter, Rebecca Biddle, and to my son-in-law, Joseph Biddle, of Mansfield, in the County of Burlington, Western Division of the Province of New Jersey, have given and by these presents have fully and freely granted and given unto the said Joseph and Rebecca Biddle and their lawful heirs forever, all that tract of land lying in the township of Springfield, in said County, containing one hundred and ninety-four acres of land."

² Burlington, N. J., Meeting Records.

³ Records of Marriage Licenses, State Department, Trenton, N. J.

- | | | |
|----------------------------|---|-------------------------------------|
| 6. Sarah Biddle, <i>b.</i> | ; | <i>m.</i> first, June 3, 1764, John |
| Monrow; <i>m.</i> second, | | , Joseph Harker. |
| 7. Lydia Biddle, <i>b.</i> | ; | <i>m.</i> Howard. |

Joseph Biddle married secondly Sarah Rogers.¹ His will is dated February 9, 1776, and probated at Burlington, N. J., April 9, 1776. His son, Joseph Biddle, and son-in-law, Restore Shinn, executors. He devises his plantation, and all his other lands wheresoever, unto his son, Joseph, Jr., he paying to his daughter, Mary Shinn, £150; to his granddaughter, Elizabeth Biddle, £50; to his grandson, Arney Biddle, £150; to his grandson, Jonathan Biddle, £100; to his three granddaughters, Amy, Rebecca, and Catharine Biddle, each £50; to his daughter-in-law, Abigail Biddle, as long as she remains a widow, £10 per annum.

To his wife, Sarah, he leaves £200; to his daughter, Sarah Monrow, £5; to his granddaughter, Elizabeth Howard, £20. The residue of his estate to be divided between his daughters, Sarah Monrow and Mary Shinn.

SECOND GENERATION.

3. JOSEPH BIDDLE, JR., son of Joseph and Rebecca (Arney) Biddle; born February 9, 1739; married Sarah, daughter of James and Leah (Davis) Shreve. He resided in Springfield Township, Burlington County, on the farm willed to him by his father.

His will is dated April 7, 1791; probated February 14, 1792. He devises his plantation to his son Stacy; to his wife, £200 and furniture, with the privilege of residing in any house belonging to him which she may choose, together with £50 per annum, to be paid to her by his son Stacy as long as she remains his widow; to his daughter, Beulah Sansom, £2000, and furniture to the amount of £50. The residue to his son Stacy Biddle. (Stacy Biddle, by his will,

¹ Records of Marriage Licenses, State Department, Trenton, N. J.

probated January 5, 1798, entailed this farm to the heirs of Beulah Sansom, and after her death in 1837, without issue, it was sold, and the proceeds divided among the heirs-at-law. It was purchased by James Shreve.) Children:

8. Stacy Biddle, *b.* August 8, 1764; *d.* November 8, 1797; unmarried.
9. Clayton Biddle, *b.* September 26, 1766; *d.* April 6, 1767.
10. Beulah Biddle, *b.* August 30, 1768; *m.* November 21, 1792, Joseph Sansom. Beulah Sansom *d.* September 28, 1837.

4. MARY BIDDLE, daughter of Joseph and Rebecca (Arney) Biddle; born _____; married November 7, 1757, Restore Shinn. Mary B. Shinn died June 18, 1804. Children:

11. Elizabeth Shinn, *b.* June 17, 1758.
12. Rebecca Shinn, *b.* January 18, 1760.
13. Lavinia Shinn, *b.* February 6, 1762.
14. Stacy Shinn, *b.* February 29, 1764.
15. Restore Shinn, *b.* April 30, 1766.
16. Mary Shinn, *b.* February 23, 1768.
17. Biddle Shinn, *b.* April 17, 1771.
18. Lydia Shinn, *b.* September 20, 1773.
19. Beulah Shinn, *b.* November 25, 1776; *m.* April 11, 1805, Joseph Bolton, Jr.

5. ARNEY BIDDLE,¹ son of Joseph and Rebecca (Arney) Biddle; born _____; married _____, Abigail Ogden. She died December 28, 1801. Children:

20. Elizabeth Biddle, *b.* August 6, 1755; *m.* Jonathan Lupton.
21. Arney Biddle, *b.* _____ 1762; *m.* Jane Taylor.
22. Jonathan Biddle, *b.* _____ 1765; *m.* Rachel Bowen.
23. Amy Biddle, *b.* _____; *m.* James Naylor.

¹ Mrs. Hannah A. Brown, of Salem, N. J., has in her possession an old deed dated August 22, 1757, between Nathaniel Harris, of Stow Creek, Cumberland County, N. J., and Arney Biddle, scrivener, and Abigail, his wife, of Hopewell Township, County and Province aforesaid, for 208 acres of land in Newcastle County, Appoquine Hundred, west side of the Delaware River, and the northwest branch of Duck Creek, commonly called Wansbury; consideration £260, showing that they probably resided there at one time.

24. Rebecca Biddle, *b.* ; *m.* 1st, William Kinkade ;
m. 2d, Stacy Bowen.
 25. Catharine Biddle, *b.* ; *m.* Samuel Taylor.

6. SARAH BIDDLE, daughter of Joseph and Rebecca (Arney) Biddle; born ; married first, June 3, 1764, John Monrow, Jr. Child:

26. Margaret Monrow, *b.* ; *m.* Abiah Brown.

Sarah Biddle Monrow married second, Joseph Harker. Child:

27. Hetty Harker, *b.* March 20, 1783 ; *m.* October 8, 1803, William Foster.

7. LYDIA BIDDLE, daughter of Joseph and Rebecca (Arney) Biddle, born ; married Howard. Children:

28. Rebecca Howard.
 29. Elizabeth Howard.

THIRD GENERATION.

20. ELIZABETH BIDDLE, daughter of Arney and Abigail (Ogden) Biddle; born August 6, 1755; married Jonathan Lupton. She died April 22, 1842. Children:

30. Jonathan Lupton, *b.*
 31. Mary Lupton, *b.*
 32. Elizabeth Lupton, *b.*

21. ARNEY BIDDLE, son of Arney and Abigail (Ogden) Biddle; born 1762; married at Salem, N. J., Jane Taylor. He removed, together with his brother Jonathan, about 1812, to what is now Lawrence County (then Mercer County), Pennsylvania, about four miles from the town of Newcastle, and settled on a farm on the Mahoning River; he settling on one side of the river, and his brother Jonathan on the other side. He died August 22,

1825, aged 63 years, and his wife, Jane T. Biddle, died October 10, 1869, aged 98 years. Children:

33. Samuel Biddle, *b.* September 28, 1791; *m.* first, Rankin; *m.* second, Eliza Brown.
34. A son, *b.* ; *d.* young.
35. Joseph Biddle, *b.* October 8, 1796; *m.* Ann Covert.
36. William Biddle, *b.* ; *d.* young.
37. William Biddle, *b.* July 22, 1802; *m.* first, Underwood; *m.* second, Camp.
38. Jonathan Biddle, *b.* March 17, 1805; *m.* Eliza Warner.
39. David Biddle, *b.* May 2, 1808; *d.* unmarried.
40. Daniel Biddle, *b.* October 2, 1810; *d.* unmarried.
41. Mary Biddle, *b.* June 24, 1812; *m.* William Cole.
42. Abigail Biddle, *b.* November 21, 1815; *m.* Henry Carver.
43. Arney Biddle, *b.* December 17, 1817; *m.* Mary Johnston.
44. George Washington Biddle, *b.* October 21, 1821; *m.* first, Cynthia Cress; *m.* second, Emma Howell.

22. JONATHAN BIDDLE, son of Arney and Abigail (Ogden) Biddle; born May , 1765; married Rachel Bowen, of Canton, Salem County, N. J. As stated above, he removed with his brother Arney, and settled on a farm on the Mahoning River, in Lawrence County, Pennsylvania. From there he removed to Indiana, and died May 13, 1847, aged 82 years. Rachel B. Biddle died May, 1844, aged 71 years. Children:

45. Robert Biddle, *b.* in New Jersey, 1797; *m.* August 8, 1822, Margaret Crocker.
46. William Biddle, *b.* May 29, 1798; *m.* Rebecca Crocker.
47. Sarah Biddle, *b.* , 1804; *m.* December 31, 1829, James Dawson.
48. Rebecca Biddle, *b.* March 15, 1811; *d.* July 5, 1852.

23. AMY BIDDLE, daughter of Arney and Abigail (Ogden) Biddle; born ; married James Naylor. Children:

49. Joseph Naylor, *b.* ; deceased.
50. James Naylor, *b.*
51. Mary Naylor, *b.* ; *m.* William Mowers.

24. REBECCA BIDDLE, daughter of Arney and Abigail (Ogden) Biddle; born ; married first, William Kinkade. Children:

52. Jonathan Kinkade, *b.*

53. James Kinkade, *b.*

54. Rebecca Kinkade, *b.* ; *m.* Crumpton.

REBECCA B. Kinkade married second, Stacey Bowen. Children:

55. George Bowen, *b.*

56. Stacey Bowen, *b.*

25. CATHARINE BIDDLE, daughter of ^{Arney} ~~Abigail~~ and ^{Abigail} ~~Rebecca~~ (Ogden) Biddle, born ; married Samuel Taylor. Children:

57. William B. Taylor, *b.*

; *m.* Beulah Smith.

58. Jonathan Taylor, *b.* July 26, 1800; *m.* 1827, Rebecca McPherson.

59. Rebecca Taylor, *b.*

; *m.* Jonathan Bradway.

60. Ann Taylor, *b.* October 25, 1805; *m.* March 29, 1827, William Fowser.

61. Mary Taylor, *b.* November, 1806; *m.* Samuel Fowser.

62. Sarah Taylor, *b.*

1811; *m.* John McPherson.

26. MARGARET MONROW, daughter of John, Jr., and Sarah (Biddle) Monrow; born ; married Abiah, son of William Brown. Child:

63. Mary Brown, *b.*

; *m.* first, Hudson Stockton; *m.*

second, George D. Blaikie.

27. HETTY HARKER, daughter of Joseph and Sarah (Biddle) Monrow Harker; born March 20, 1783; married October 8, 1803, William Foster. Hetty H. Foster died April 1, 1853. Children:

64. Joseph Foster, *b.*

; deceased.

65. Sarah Biddle Foster, *b.*

1811; *m.* Littleberry A. Key.

66. William Foster, *b.*

; *m.* Georgina Hobson, *d. s. p.*

67. Hudson Foster, *b.*

; *m.* Anne P. McCrea, *d. s. p.*

68. Hetty Harker Foster, *b.* January 14, 1814; *m.* May 14, 1832, Edward C. Biddle.
 69. Anne Foster, *b.* ; *m.* James A. McCrea.
 70. Margaret Foster, *b.* ; deceased.
 71. Charles Foster, *b.* ; *m.* January 21, 1847, Emily M. Wetherill.
 72. Mary Blaikie Foster, *b.* September 20, 1827; *m.* December 15, 1852, John Biddle.

FOURTH GENERATION.

33. SAMUEL BIDDLE, son of Arney and Jane (Taylor) Biddle, born September 1, 1791; married first, Miss Rankin. He was for a time in the wholesale grocery business in Pittsburg, Pennsylvania, and afterwards proprietor of an hotel there. Children:

73. Charlotte Biddle, *b.*
 74. Jane Biddle, *b.*
 75. Mary Biddle, *b.*
 76. Amanda Biddle, *b.* ; deceased.

He married secondly, Eliza Brown. Children:

77. C. Perry Biddle, *b.*
 78. Margaret A. Biddle, *b.*
 79. Jeremiah Biddle, *b.*
 80. Noah Biddle, *b.*
 81. Sarah Biddle, *b.*

35. JOSEPH BIDDLE, son of Arney and Jane (Taylor) Biddle; born October 8, 1796; married Ann Covert. He was a farmer. Children:

82. Josiah Biddle, *b.*
 83. Beulah Biddle, *b.*
 84. Casada Biddle, *b.*
 85. Arney Biddle, *b.*
 86. Eleanor Jane Biddle, *b.*

37. WILLIAM BIDDLE, son of Arney and Jane (Taylor) Biddle; born July 22, 1802; married, first, Underwood. He was a dentist in Pittsburg, Pa. Children:

44. GEORGE WASHINGTON BIDDLE, son of Arney and Jane (Taylor) Biddle; born October 21, 1821; married, first, Cynthia Cress. No issue by this marriage. He married, second, Emma Howell. Dr. Biddle is a practitioner of dentistry, residing at present in Sparta, Illinois. He practised his profession in Pittsburg for about twenty-one years. Children:

106. Cynthia Gertrude Biddle, *b.* ; *m.* Prof. William H. Burgett, Mus. Doc.
 107. Henry Biddle, *b.* ; *m.*
 108. Estella Jane Biddle, *b.*

45. ROBERT BIDDLE, son of Jonathan and Rachel (Bowen) Biddle; born in New Jersey in 1797; married August 8, 1822, Margaret Crocker. She was born February 19, 1803, in Cumberland County, Penna. Robert Biddle died in 1858 in Mercer County, Penna., and Margaret C. Biddle died September 30, 1887. Children:

109. Jonathan Biddle, *b.* April 8, 1824; *m.* Mary Jane Bruce.
 110. Hiram Biddle, *b.* May 8, 1826; *m.* Martha A. Rainey.
 111. Elizabeth Biddle, *b.* August 29, 1828; *m.* William McFarland.
 112. Robert C. Biddle, *b.* December 18, 1830; *m.* Rebecca H. Donley.
 113. Thomas Biddle, *b.* April 18, 1833; *m.* Julia A. Zahniser.
 114. Samuel Biddle, *b.* January 31, 1836; *m.* Maria McFarland.
 115. Sarah Biddle, *b.* June 20, 1838; *m.* Mathias Zahniser.
 116. Henry Biddle, *b.* August 30, 1841; *m.* Mary McBride.
 117. Lucinda Biddle, *b.* September 7, 1845; *m.* Samuel W. Mitchell.

46. WILLIAM BIDDLE, son of Jonathan and Rachel (Bowen) Biddle; born May 29, 1798; married Rebecca Crocker. He removed from Pennsylvania to Indiana in 1836, and died in that State September 19, 1865. Rebecca C. Biddle died January 12, 1879. Children:

118. Sarah Biddle, *b.* ; *m.* William Powell.
 119. Rachel Biddle, *b.* ; *m.* William Ream, *d. s. p.*
 120. Eliza Biddle, *b.* ; *m.* G. W. Bozarth.
 121. Azenath Biddle, *b.* ; *m.* Jack Anderson.

122. Robert Biddle, *b.* ; *d.* young.
 123. Mary Biddle, *b.* ; *m.* Aldrich Ducker.
 124. Nancy Biddle, *b.* ; *m.* Columbus Davis.
 125. Susan Biddle, *b.*

47. SARAH BIDDLE, daughter of Jonathan and Rachel (Bowen) Biddle; born , 1804; married December 31, 1829, James Dawson. Sarah B. Dawson died August 23, 1871, and James Dawson died November 19, 1877. Children:

126. Jonathan Dawson, *b.* December 21, 1831; *m.* September 18, 1856, Isabella V. King.
 127. Samuel B. Dawson, *b.* October 29, 1833; *m.* October 29, 1879, Martha Stinson.
 128. Delilah Dawson, *b.* July 25, 1839; *m.* David Rader.
 129. Naman A. Dawson, *b.* February 10, 1841.

57. WILLIAM B. TAYLOR, son of Samuel and Catharine (Biddle) Taylor; born ; married Beulah Smith. He removed from New Jersey to Sangamon County, Ills., on the 24th of May, 1838. Children:

130. John Lafayette Taylor, *b.*
 131. Beulah Taylor, *b.*
 132. Josephine Taylor, *b.*
 133. Abigail Taylor, *b.*
 134. Roxanna Taylor, *b.*
 135. Maria Taylor, *b.*
 136. William B. Taylor, *b.*

58. JONATHAN TAYLOR, son of Samuel and Catharine (Biddle) Taylor; born July 26, 1800; married, in 1827, Rebecca McPherson. Jonathan Taylor died in 1866. Children:

137. Mary Jane Taylor, *b.* September 29, 1828; *m.* first, May 19, 1845, John Miller; *m.* second, November 8, 1849, Josiah Halliday.
 138. Samuel Taylor, *b.* January 24, 1831; *m.* first, March 4, 1854, Mary R. M. Thompson; *m.* second, February 4, 1862, Lydia Styles.
 139. Hannah A. Taylor, *b.* July 14, 1833; *m.* September 20, 1854, William H. Brown.

140. Ruth Butcher Taylor, *b.* October 27, 1836; *m.* September 10, 1857, Isaac Smith.
141. Jonathan Taylor, Jr., *b.* February 13, 1839; *m.* January 8, 1859, Ruth Ann Smith.
142. Sarah E. Taylor, *b.* November 28, 1841; *m.* September 24, 1861, Josiah S. Harris.
143. Rebecca Ann Taylor, *b.* February 7, 1846; *m.* March 18, 1864, Isaiah Hogbin.
144. Beulah F. Taylor, *b.* October 2, 1850; *m.* October 7, 1868, Benjamin L. Cook.

59. REBECCA TAYLOR, daughter of Samuel and Catharine (Biddle) Taylor; born _____; married Jonathan Bradway. Rebecca T. Bradway died April 1, 1831. Children:

145. Samuel Bradway, *b.* April 30, 1822; *m.* April 20, 1845, Mary Miller.
146. Jonathan Bradway, *b.* January 30, 1830; *m.* Sarah McClintock.
147. Mary Bradway, *b.* _____; *m.* first, Jeremiah Loper; *m.* second, Edward James.

60. ANN TAYLOR, daughter of Samuel and Catharine (Biddle) Taylor; born October 25, 1805; married, March 29, 1827, William Fowser, who was born October 3, 1801. Ann T. Fowser died December 8, 1868. William Fowser died August 8, 1891. Children:

148. Samuel Fowser, *b.* May 19, 1828; *m.* first, Elizabeth Hancock; *m.* second, Margaret Brown.
149. Beulah Ann Fowser, *b.* September 26, 1830; *m.* Wm. N. Hancock.
150. Edward Fowser, *b.* July 12, 1833; *d.* August 30, 1848.
151. Morris Garrett Fowser, *b.* March 31, 1836; *m.* Margaret Robinson.

61. MARY TAYLOR, daughter of Samuel and Catharine (Biddle) Taylor; born November _____, 1806; married Samuel Fowser. Children:

152. William Fowser, *b.* _____; *m.* Elizabeth Davis.
153. John Garrett Fowser, *b.* _____; *m.* July 26, 1883, Elizabeth Birch.
154. Rebecca Jane Fowser, *b.* _____
155. Mary Fowser, *b.* _____; *m.* Ammon Wright.

62. SARAH TAYLOR, daughter of Samuel and Catharine (Biddle) Taylor; born _____, 1811; married John McPherson. Sarah T. McPherson died June 28, 1878, and John McPherson died September 7, 1885, aged 78 years. Children:

- 156. Jeremiah McPherson, *b.* _____; *m.* Elizabeth Osborn.
- 157. Rebecca McPherson, *b.* _____; *m.* Adam Rudolph.
- 158. John McPherson, *b.* _____
- 159. William McPherson, *b.* _____
- 160. Smith McPherson, *b.* _____
- 161. Anna McPherson, *b.* _____

65. SARAH BIDDLE FOSTER, daughter of William and Hetty (Harker) Foster; born _____, 1811; married Littleberry A. Key. Sarah F. Key died December 13, 1889. Child:

- 162. Elizabeth W. Key, *b.* _____; *d.* February 10, 1893.

68. HETTY HARKER FOSTER, daughter of William and Hetty (Harker) Foster; born January 14, 1814; married, May 14, 1832, Edward C. Biddle. Hetty F. Biddle died March 28, 1848, and Edward C. Biddle died July 18, 1893. Children:

- 163. Hetty Foster Biddle, *b.* _____
- 164. William Foster Biddle, *b.* 1834; *d.* 1910 _____; *m.* January 2, 1860, Emily A. Leavitt.
- 165. Edward John Biddle, *b.* _____; *d.* young.

69. ANNE FOSTER, daughter of William and Hetty (Harker) Foster; born _____; married James A. McCrea, M.D. Children:

- 166. Mary McCrea, *b.* _____
- 167. James McCrea, *b.* _____; *m.* Ada Montgomery.

71. CHARLES FOSTER, son of William and Hetty (Harker) Foster; born, _____; married, January 21, 1847, Emily Musgrave Wetherill. Children:

168. Martha W. Foster, *b.* ; *m.* Henry Brinckerhoff.
 169. William A. Foster, *b.*

72. MARY BLAKIE FOSTER, daughter of William and Hetty (Harker) Foster; born September 20, 1827; married, December 15, 1852, John Biddle. John Biddle died October 19, 1884, and Mary F. B. died December 13, 1887. Children:

170. Esther Foster Biddle, *b.* ; *m.* May 6, 1885, Edward C. Clay.
 171. Mary Foster Biddle, *b.* ; *m.* September 30, 1885, John Neill.
 172. Elizabeth Canby Biddle, *b.* ; *m.* October 6, 1888, Neilson J. Ritter.

The end of the fourth generation.

A PORTION OF THE FIFTH AND SIXTH GENERATIONS.

NOTE.—After considerable effort and correspondence we have been able to obtain only the following incomplete list of the fifth and sixth generations of Joseph Biddle's descendants:

109. JONATHAN BIDDLE, son of Robert and Margaret (Crocker) Biddle, born April 8, 1824, married Mary Jane Bruce. He removed to Kirkwood, Ill., in the month of June, 1856. Children:

173. Arney Sylvanus Biddle, *b.* June 12, 1848; *m.* December 28, 1876, Anna J. Fraser.
 174. Nancy Van Julia Biddle, *b.* ; *m.* Vaile.
 175. Sarah Melissa Biddle, *b.*
 176. William Craig Bruce Biddle, *b.*
 177. Margaret Emma Biddle, *b.* ; deceased.
 178. Erva Biddle, *b.*
 179. Eva Biddle, *b.*
 180. Henry Chalmers Biddle, *b.*

Arney Sylvanus Biddle (No. 173 above), son of Jonathan and ^{Mary Jane (Bruce)}~~Margaret (Crocker)~~ Biddle, is a Presbyterian minister, at present pastor of the Summit Avenue United Presbyterian

Church, in Jersey City, N. J. He was graduated at Monmouth College, Illinois, in 1872; studied theology in Monmouth, Ills., Newburg, N. Y., and Allegheny, Pa.; was licensed April 14, 1874, by the Monmouth Presbytery, and ordained September 21, 1875, by the Delaware Presbytery. He has held various offices, and published numerous sermons. He married, December 28, 1876, Anna J. Fraser, and has five children, viz.:

- 181. Jennie Le Verne Biddle, *b.* October 31, 1879.
- 182. Arney Graham Biddle, *b.* January 8, 1882.
- 183. Harold Fraser Biddle, *b.* April 4, 1884.
- 184. Bruce Sankey Biddle, *b.* January 27, 1887.
- 185. Helen Mar Biddle, *b.* June 22, 1889.

110. HIRAM BIDDLE, son of Robert and Margaret (Crocker) Biddle, born May 8, 1826; married March 3, 1852, Martha A. Rainey. She died in 1880. He married second, Phoebe Jagers. He died in Lawrence County, Penna., August 22, 1890. Children:

- 186. Robert A. Biddle, *b.* ; deceased.
- 187. John M. Biddle, *b.*
- 188. Francis N. Biddle, *b.* ; *m.* Rebecca Finley.
- 189. Seth P. Biddle, *b.* ; *m.* Mary O'Neill.

111. ELIZABETH BIDDLE, daughter of Robert and Margaret (Crocker) Biddle, born August 29, 1828; married December 27, 1849, William McFarland. She died September 11, 1880, at Dickson, Tenn. Children:

- 190. Robert McFarland, *b.*
- 191. Samuel McFarland, *b.*
- 192. John McFarland, *b.*
- 193. Seth McFarland, *b.*
- 194. Lettie E. McFarland, *b.*

112. ROBERT C. BIDDLE, son of Robert and Margaret (Crocker) Biddle, born December 18, 1830; married November 14, 1861, Rebecca H. Donley, who was born March

3, 1833, in Washington County, Penna. They live in Mercer County, Penna. Children:

195. Mary H. Biddle, *b.* September 12, 1862; *m.* January 11, 1894, J. C. Barrett.
196. John C. Biddle, *b.* December 13, 1863.
197. Sarah E. Biddle, *b.* March 3, 1866.
198. James H. Biddle, *b.* May 10, 1867.
199. Emma J. Biddle, *b.* August 10, 1868; *m.* November 29, 1888, R. A. Dunlop.
200. Lulu E. Biddle, *b.* June 28, 1870.
201. Olive M. Biddle, *b.* December 8, 1871.
202. Grace E. Biddle, *b.* July 5, 1873.
203. George R. Biddle, *b.* December, 27, 1876.

113. THOMAS BIDDLE, son of Robert and Margaret (Crocker) Biddle, born August 13, 1833; married Julia A. Zahniser. He died December 9, 1891, and she died January 27, 1892, at Mina, Kansas. He was engaged in farming, and was also a preacher in the Church of the United Brethren. Children:

204. Margaret A. Biddle, *b.* *m.* Sherman,
205. John Biddle, *b.*
206. Alice Biddle, *b.* *m.* Olson.

115. SARAH BIDDLE, daughter of Robert and Margaret (Crocker) Biddle, born June 20, 1838; married Matthew Zahniser. They reside at Baldwin, Kansas. Children:

207. Wilbert J. Zahniser, *b.*
208. Margaret E. Zahniser, *b.*
209. Martha Zahniser, *b.*
210. Norman Zahniser, *b.*
211. Grace Zahniser, *b.*
212. Chalmers A. Zahniser, *b.*
213. Minnie Zahniser, *b.*

116. HENRY BIDDLE, son of Robert and Margaret (Crocker) Biddle, born August 30, 1841; married Mary McBride. They reside in Kansas. Children.

- 214. Calvin N. Biddle, *b.*
- 215. Margaret L. Biddle, *b.*
- 216. Samuel H. Biddle, *b.*
- 217. Elizabeth Biddle, *b.*
- 218. Martha Biddle, *b.*
- 219. Mary H. Biddle, *b.*
- 220. William J. Biddle, *b.*
- 221. George Biddle, *b.*

117. LUCINDA BIDDLE, daughter of Robert and Margaret (Crocker) Biddle, born September 7, 1845; married May 3, 1870, Samuel W. Mitchell. They reside on the old Biddle homestead in Mercer County, Penna. Children:

- 222. Henry C. Mitchell, *b.* December 13, 1874.
- 223. Frederick W. Mitchell, *b.* November 8, 1876.
- 224. Charles F. Mitchell, *b.* March 8, 1879.
- 225. Samuel B. Mitchell, *b.* June 22, 1885.
- 226. John W. Mitchell, *b.* August 26, 1887.

126. JONATHAN DAWSON, son of James and Sarah (Biddle) Dawson, born December 21, 1831; married September 18, 1856, Isabella V. King. He is a druggist at Rochester, Indiana. Children:

- 227. Byron F. Dawson, *b.* September 1, 1857; *m.* March 27, 1881, Bell M. Barnett.
- 228. Estelle E. Dawson, *b.* May 17, 1862; *m.* May 7, 1894, John H. Shelton.
- 229. George V. Dawson, *b.* September 2, 1864; *m.* October 7, 1886, Effie M. Campbell.

127. SAMUEL B. DAWSON, son of James and Sarah (Biddle) Dawson, born October 29, 1833; married October 29, 1879, Martha Stinson. Children:

- 230. Jonathan Dawson, *b.*
- 231. Lillie Dawson, *b.*
- 232. Dever Dawson, *b.*
- 233. Gladys Dawson, *b.*
- 234. Ruth Dawson, *b.*
- 235. Frank Dawson, *b.*

128. DELILAH DAWSON, daughter of James and Sarah (Biddle) Dawson, born July 25, 1839; married David Rader. Child:

236. Frank D. Rader, *b.* ; *m.* Harriet Hansley.

137. MARY JANE TAYLOR, daughter of Jonathan and Rebecca (McPherson) Taylor, born September 29, 1828; married, first, May 19, 1845, John Miller. Child:

237. Elizabeth B. Miller, *b.* February 11, 1846; *m.* January 21, 1869, Eleazar Smith.

Mary Jane Miller married, second, November 8, 1849, Josiah Halliday. She died November 12, 1851, aged 23 years.

138. SAMUEL TAYLOR, son of Jonathan and Rebecca (McPherson) Taylor, born January 24, 1831; married first, March 4, 1854, Mary R. M. Thompson. Mary R. M. Taylor died November 5, 1860, aged 27 years. Children;

238. David Biddle Taylor, *b.* January 8, 1855; *m.* March 26, 1876, Adelaide Githens.

239. Lewis Taylor, *b.* August 13, 1857; *d.* September 29, 1872.

240. Joanna H. F. Taylor, *b.* June 25, 1859; *m.* December 3, 1884, Shepard L. Boon.

Samuel Taylor married second, February 4, 1862, Lydia Styles. Children:

241. Lewella Taylor, *b.* September 11, 1862; *m.* November 29, 1883, William M. Hancock.

242. Samuel Taylor, Jr., *b.* September 29, 1864; *m.* December 23, 1885, Ella Lloyd.

243. George Green Taylor, *b.* March 22, 1874.

244. Marietta Taylor, *b.* December 26, 1876.

139. HANNAH A. TAYLOR, daughter of Jonathan and Rebecca (McPherson) Taylor, born July 14, 1833; married September 20, 1854, William H. Brown. Children:

245. Samuel T. Brown, *b.* August 14, 1855; *m.* February 18, 1885, Mary Janvier Hunt.
246. Sarah Elizabeth Brown, *b.* July 8, 1857.
247. Hannah Brown, *b.* October 19, 1859.
248. Mary Jane Brown, *b.* December 21, 1862; *d.* March 23, 1865.
249. Rebecca Taylor Brown, *b.* October 22, 1864; *m.* January 16, 1895, Isaac E. Harris.
250. Edward Weldon Brown, *b.* February 15, 1867; *m.* December 25, 1890, Margaret N. Baylor.
251. Charlotte Brown, *b.* July 11, 1868.
252. William Richman Brown, *b.* January 11, 1870.
140. RUTH BUTCHER TAYLOR, daughter of Jonathan and Rebecca (McPherson) Taylor, born October 27, 1836; married September 10, 1857, Isaac Smith. Children:
253. Jonathan Taylor Smith, *b.* October 8, 1858; *m.* November 30, 1881, Lillie B. Hall.
254. Emma S. Smith, *b.* November 23, 1860; *m.* December 16, 1885, Joel T. McGinnis.
255. Isaac Smith, Jr., *b.* October 1, 1862; *m.* June 4, 1886, Mary E. Bennett.
256. Ruth Anna Smith, *b.* February 4, 1865; *m.* December 9, 1885, Chas. Curriden.
257. Beulah Smith, *b.* April 17, 1867; *d.* June 9, 1881.
258. Ella Lord Smith, *b.* June 2, 1868; *m.* September 18, 1889, William R. Harris.
141. JONATHAN TAYLOR, JR., son of Jonathan and Rebecca (McPherson) Taylor, born February 13, 1849; married January 8, 1859, Ruth Ann Smith. Children:
259. Rebecca Jane Taylor, *b.* September 9, 1859; *m.* first, December 7, 1880, George Loper; *m.* second, August 21, 1886, Alden B. Isaacs.
260. Charles Taylor, *b.* May 9, 1861; *m.* February 19, 1889, Clara Reinfried.
261. Jonathan Taylor, *b.* April 6, 1863; *m.* June 21, 1884, Margaret Torrence.
262. Elizabeth M. Taylor, *b.* February 9, 1865; *m.* June 24, 1893, Joseph Clark.
263. Clara B. Taylor, *b.* September 19, 1867; *m.* July 4, 1887, William Taylor.
- d. Feb. 27, 1934*
4

142. SARAH E. TAYLOR, daughter of Jonathan and Rebecca (McPherson) Taylor, born November 28, 1841; married, September 24, 1861, Josiah E. Harris. Children:

- 264. Edward W. Harris, *b.* July 14, 1863; *m.* February 12, 1887, Anna Newkirk.
- 265. Smith Harris, *b.* January 12, 1865; *m.* December 11, 1889, Elizabeth Brown.
- 266. Virginia Harris, *b.* December 25, 1866.
- 267. Walter Harris, *b.* September 26, 1870.
- 268. George Harris, *b.* June 26, 1873.
- 269. Ida Harris, *b.* January 22, 1876.

143. REBECCA ANN TAYLOR, daughter of Jonathan and Rebecca (McPherson) Taylor; born February 7, 1846; married, March 18, 1864, Isaiah Hogbin. Rebecca T. Hogbin died December 24, 1866. Child:

- 270. J. Elmer Hogbin, *b.* _____; *m.* December 25, 1887, Harriet Parker.

144. BEULAH F. TAYLOR, daughter of Jonathan and Rebecca (McPherson) Taylor; born October 2, 1850; married, October 7, 1868, Benjamin L. Cook. Children:

- 271. Ella M. Cook, *b.* September 13, 1870; *m.* March 11, 1890, Wilbert G. Clark.
- 272. Jennie T. Cook, *b.* September 4, 1875.
- 273. Frank B. Cook, *b.* September 29, 1877.
- 274. Alice R. Cook, *b.* July 22, 1883.
- 275. William P. Cook, *b.* August 8, 1888.

ABSTRACTS OF SOME EARLY DEEDS

OF THE

BIDDLE FAMILY.

SOME PREFATORY REMARKS CONCERNING THE DEED OF
WILLIAM PENN AND OTHERS TO WILLIAM BIDDLE, ETC.,
JANUARY 23, 1676.

The original deed of William Penn, Gawen Lawrie and Nicholas Lucas, Trustees or Assignees of Edward Byllinge, to William Biddle, Thomas Olive¹ and Daniel Wills² for an undivided one one-hundredth part of the Province of West New Jersey, dated January 23, 1676,³ which is believed to be the first deed granted by the said Trustees to any purchaser of lands in the Province, was for many years in the possession of the late Edward C. Biddle, Esq.; and is now owned by his daughter, Miss Hetty F. Biddle, to whose politeness we are indebted for the opportunity of having a copy of it made.

For a full comprehension of the same, a few words, ex-

¹ Thomas Olive arrived at Newcastle the 16th of 6 mo., 1677, O. S., in the ship *Kent*, Gregory Marlow, Master. She brought 230 passengers, and among them were Daniel Wills, Joseph Hemsley, Robert Stacy, John Kinsey, Benjamin Scott and Thomas Foulke. He was one of the London commissioners, Joseph Hemsley and Robert Stacy being two of the commissioners for the Yorkshire tenth.

He became a magistrate, and was for some time Governor of West Jersey. Smith, in his history, says he was in the habit of dispensing justice sitting on a stump in his meadows. He died about 1692.

² Daniel Wills, from Northampton, England, located 500 acres of land on the north side of Rancocas Creek. He was one of the Governor's Council. About 1698 he went to Barbadoes to look after the estate of his deceased brother William, where he died, and was there interred in the Friends' cemetery.

³ The deed conveys "one ninetieth part of ninety equal and undivided hundred parts," which equals one one-hundredth part.

After the division, East Jersey was conveyed to twenty-four proprietors, and West Jersey was sold in hundredths, Fenwick becoming entitled to ten one-hundredths, and other persons becoming the proprietors of ninety one-hundredths; so that a full proprietary right in East Jersey was a twenty-fourth part of that province, and in West Jersey it was a hundredth part.

planatory of the state of affairs at that period (1676) in the Province, are necessary, and which we herewith give as briefly as possible.

In the month of March, 1664, King Charles II. of England granted unto his brother James, Duke of York, afterwards his successor upon the throne, his heirs and assigns, by letters patent, two tracts of land in America, one of which comprised the land now known as the State of New Jersey.

On the 23d and 24th of June in the same year, James, by deeds of lease and release, conveyed this particular tract to two members of the King's Privy Council, John, Lord Berkeley and Sir George Carteret, for the consideration of ten shillings, and yielding and paying yearly one peppercorn, should it be legally exacted. In the release, by which the absolute fee was vested in Berkeley and Carteret, a rent-seek of seventy nobles¹ of lawful money of England was reserved, if the same should be lawfully demanded.

Lord John Berkeley and Sir George Carteret were thus constituted sole proprietors of New Jersey.

In 1673 Lord John Berkeley sold to John Fenwick his one undivided moiety or half part, in trust for Edward Byllinge, for one thousand pounds. This was done to guard Byllinge's estate from his creditors, who were importunate. A difficulty arose between Fenwick and Byllinge as to the estate which each held under the title, and arbitrators were appointed to settle the matter, one of whom was William Penn. This being satisfactorily arranged, William Penn, Gawen Lawrie and Nicholas Lucas were appointed Trustees or Assignees of Edward Byllinge; and having divided the Province (which was still held in common with Carteret) into one hundred equal parts, Fenwick and his *cestui que*

¹ Noble—an English gold coin, rated at six shillings and eight pence sterling.

trust assigned nine undivided tenth parts, or ninety hundredth parts of the Province, which constituted Byllinge's share, to the above named Trustees, the remaining tenth being reserved for Fenwick himself. This remainder was afterwards leased for one thousand years to John Etheridge¹ and Edmond Warner.

They then sold "seven equal undivided ninetieth parts of ninety equal undivided hundredth parts" to Thomas Hutchinson, Thomas Pearson, Joseph Hemsley, George Hutchinson and Robert Stacy; all of whom were of the County of York, England, and all members of the Society of Friends, and likewise creditors of Byllinge; to whom all the other of his creditors had assigned their claims.

In 1676 a ~~Tripartite~~ deed was executed between Carteret and the West Jersey proprietors settling the line between East and West New Jersey, and giving the western part of the Province to those holding under Fenwick and Byllinge,² and the eastern part to Carteret, and those holding under him. *Quintipartite*

The amount of land purchased of the Trustees by William Biddle, Thomas Olive and Daniel Wills (as will be perceived by the copy of the original deed appended), was "one undivided ninetieth part of the said ninety equal and undivided hundred parts." It is impossible to gather from this the number of acres of land constituting the purchase, but an approximation may be made from the subsequent history of the matter. Each Proprietor's dividend was at first fixed at somewhat over 5000 acres, and as there are said to have been seven dividends, this would give to each Proprietor

¹ This name, in William Biddle's deed, is plainly *Etheridge*; in Smith's "History of New Jersey" it is *Edridge*; in New Jersey Historical Collections, *Eldridge*. There appears to have been at that time a loose way of spelling proper names.

² Upon the death of Byllinge in 1687, Daniel Coxe purchased the interest of Byllinge's heirs in the soil and government.

somewhat over 35,000 acres. This, however, must be erroneous, for if multiplied by the number of Proprietors, it would amount to more land than the Province contained.¹

It was at first intended to divide West Jersey into ten parts fronting on the Delaware River; but counties were established, which took the place of tenths; Salem is said to have included one-tenth; Gloucester, one-tenth; and Burlington, two-tenths.

At first the legislative Assembly which had been constituted,² assumed the management of the lands; which arrangement continued about ten years; but the duties being onerous, and they becoming tired of the business, they notified the Proprietors in 1687, that they might choose a convenient number of themselves to transact their own business. And at the first election held in 1688, the following named persons were chosen as the first Board of Proprietors:³ Samuel Jennings, Thomas Olive, William

¹ Smith, in his "History of New Jersey," quoted by Prond, "History of Pennsylvania," vol. i., p. 165, says: "The proprietors of West Jersey, soon after their arrival, divided among them 500,000 acres, which they called the first dividend; since which, at different times, they have issued directions for each proprietor taking his part of four other dividends, of the like quantity, amounting in the whole, with allowance of five per cent. for roads, to 2,625,000; conjectured by many to be full as much as the division contains; of this the far greater part is already surveyed; what yet remains are chiefly the rights of minors, and people abroad."

² Under the Constitution called "Concessions and Agreement of the Lords Proprietors, Freeholders and Inhabitants of West New Jersey, in America." These articles are said to have formed the basis of the Constitution of the United States.

³ There is in New Jersey at the present time an organization known as the Council of Proprietors, which is said to have been established in 1769. The owner of even a one thirty-second part of one one-hundredth part of the original grant has the right of being elected a member, and of voting, but the owner of any number of acres in the undivided remainder of the same hundredth has no right to vote.

They are in the habit of meeting in Burlington annually, on the 10th of April. They claim by right of inheritance or purchase the title to any part of the soil of New Jersey that has not been surveyed, or recorded by title.

Biddle, Elias Farr, Mahlon Stacy, Francis Davenport, Andrew Robeson, William Royden, John Reading, William Cooper and John Wills; five of whom should constitute a quorum. These persons were to manage the business in and for the interest of all the Proprietors.

All titles in West Jersey are derived from some one of the original Proprietors of the hundredths. Originally the deeds of conveyance were by lease and release; but in modern times by deeds of bargain and sale. For a long period the mode of proving title was by producing the deeds showing the chain of title; but as many of the original deeds were unrecorded, and were frequently mislaid or lost, an act was passed by the New Jersey Assembly in 1787, decreeing that a record of a survey, duly inspected and recorded, would be received as *prima facie* evidence of a good title.¹

The Council of Proprietors originally represented the clearly established descendants of the original proprietors, who held the land by royal patent. Those who constitute the present council banded themselves together and secured a charter, and shares of stock were distributed among the members. These were by law transferable, and some of the present members became such by purchase of the aforesaid shares.

They usually assemble at the corner of Main and Broad Streets, Burlington, and at high noon an oral announcement is made by the President of the Council, as follows:

"It being now high noon, by virtue of ancient custom, and the rights and prerogatives granted to the Council of Proprietors of the Western Division of the Province of New Jersey, by King Charles II., gracious sovereign of Great Britain, Ireland and France, King, Defender of the Faith, we the proprietors now meet to elect the Council to serve for the ensuing year."

They then hold an election. It is said that occasionally a strip of sandy beach or other seashore property, or made ground is found not embraced in any deed of record, and then the Council of Proprietors lay claim to it by virtue of their high prerogative under the patent of Charles II. to them, their heirs and assigns, the assigns being the owners of the stock by purchase.

¹ There was no law in New Jersey enforcing the recording of Deeds for many years after its settlement. The early colonists, of course, followed the English custom. The deeds of the Proprietors for their first purchases, which constituted their proprietary rights, appear to have been pretty generally recorded. These necessitated original surveys of the land, and were entitled to dividends, some of which were endorsed thereon. The recording

The English laws regarding real property are to a great extent the outcome of the feudal system, when successful

of subsequent deeds was not obligatory, and was more frequently omitted than otherwise.

There is probably nothing which more forcibly illustrates the conservatism of the English people, and their dread of innovation than the opposition which is still manifested by them to the recording of deeds. The repugnance to it appears to be only an irrational prejudice, but thus far the most cogent and forcible arguments have failed to secure its general adoption.

Some years ago a parliamentary committee was appointed in England to institute a reform in this matter, and Lord Cairns, then Lord Chancellor of England, having been called before it said, "that in the English mind there was at bottom a most profound respect for title deeds, and that when the supreme moment comes at which a man is told that he must part with all of them, and receive in lieu thereof a little piece of paper (the receipt of the Register or Recorder for the same), which is to be the evidence of his title to the land, the sacrifice is too great for human nature to make, and he declines to make it."

Our American practice is at least a century and a half in advance of England in this matter. If William Biddle, and the other early immigrants to New Jersey had had *all* their deeds duly recorded, it would have much simplified one problem we are endeavoring to solve, the number and amount of his purchases of land in West New Jersey.

The practice adopted by William Penn as to the recording of deeds in Pennsylvania was, however, altogether different from that pursued in New Jersey. In the deeds to the first purchasers of land in that province, a covenant was inserted providing that they should be enrolled within six months after a Register should be appointed; and in the first great law enacted at Chester, 9th of December, 1682, it was decreed "that all deeds should be registered or enrolled within the space of two months." This was peremptory, but was nevertheless disregarded, for in 1688 an act was passed "ratifying former conveyances not recorded." Subsequent recording laws were enacted in 1705 and 1710, but were repealed by Queen Anne in council. The act of 1715, the foundation of our present system of conveyancing, had the good fortune to be ratified by the crown. It furnished a powerful motive for compliance with its provisions by ordaining "that all deeds made and recorded according to the true intent and meaning of this act shall be of the same force and effect for the assurance of said lands, . . . and for docking and barring estates tail as fines and recoveries at common law, or deeds enrolled in any of the queen's courts of Westminster, are or shall be in the United Kingdom."

Thus abolishing conveyances to uses by lease and release, fines and recoveries, etc.; since the object of all these proceedings could be attained by having one single deed recorded.

sovereigns parcelled out conquered provinces among their followers as rewards for service rendered and for service due on demand. This established a land-owning aristocracy, who naturally became possessed of great political power as well as of large wealth. And being also the law-makers of the land they did their best to hold together their property and their power for their descendants by establishing primogeniture and entail, and other intricate devices to hinder transfer and conveyance of land.

It became customary, and was considered necessary in framing deeds, to insert clauses providing for all sorts of contingencies, and conferring all sorts of powers. Moreover, conveyancers were paid for their labor according to the length of the legal documents which they prepared, thus putting a premium on prolixity. The charge was one shilling for every seventy-two words—denominated a folio. This was the origin of and the motive for the involved and often useless repetitions which are to be found in all old legal instruments, since it was the interest, and soon became the grand object of those who drew them to make them as copious and voluminous as possible. Where perhaps one word would suffice, they found it absolutely indispensable to use half a dozen.

It is observed by Williams in his work on the "Principles of Real Property" (page 198), "that the proper amount of verbiage to a common form (of deed) is well-established and understood, and whilst the attempt to exceed it is looked on as disgraceful, it is never likely to be materially diminished till a change is made in the scale of payment."

By various enactments made in England during the reign of Queen Victoria (particularly the Solicitor's Remuneration Act, 1882), the motive for the introduction of cumbrous recitals, covenants, provisions and repetitions in modern legal instruments has been, in a great measure, abolished, yet such is the force of habit and long-continued custom

(and also, is is said, the timidity of conveyancers, who fear to leave the beaten paths), that it has not as yet been productive of the intended and expected change.

We print the deed of William Penn *et al.*, to William Biddle, Thomas Olive and Daniel Wills verbatim, with all its verbiage. It contains much less tautology than many other old deeds which have come under our notice. Those which follow have been abridged.

No. 1.—DEED OF RELEASE, WILLIAM PENN, GAWEN LAWRIE AND NICHOLAS LUCAS, TO WILLIAM BIDDLE, THOMAS OLIVE AND DANIEL WILLS, FOR ONE ONE-HUNDREDTH PART OF WEST NEW JERSEY, JANUARY 23, 1676.

[January 23, 1676.]

This Indenture made the three and twentieth day of January, Anno Domini, One thousand six hundred and seventy and six, in the eight and twentieth yeare of the Reigne of King Charles the second over England, **Between** William Penn of Rickmersworth in the County of Hertford Esqr., Gawen Lawry of London, merchant, Nicholas Lucas, of Hertford in the County of Hertford, Maulster, and Edward Billing of Westminster in the County of Middlesex, Gent. of the one part; and William Biddle of Bishopgate street, London, shoemaker, Thomas Olive of Willingborough in the County of Northampton, haberdasher, and Daniel Wills of the County of Northampton, practitioner in Chimistry of the other part.

Whereas the King's dearest brother James, Duke of Yorke, being by virtue of the King's grant by Letters patent under the Great Seale of England, dated the twelfth day of March in the sixteenth yeare of his Reigne seized in fee, amongst other things, of and in **All** that tract of Land adjacent to New England, and lying and being to the Westward of Long Island, Manhattan Island, part of the said maine Land of New England, beginning at St. Croix, mentioned to be granted to the said Duke of Yorke by the same Letters patent, bounded on the east part by the Maine sea and part by Hudson's river, and hath upon the west Delaware Bay or River, and extendeth southward to the Maine ocean as far as Cape May at the mouth of Delaware Bay, and to the northward as farr as the northernmost branch of the said River or Bay of Delaware, which is forty one degrees and forty minits of Lattitude, and crosses over there in a streight line to Hudson's River in forty one degrees of Lattitude, and of all Rivers, Mines, Mineralls, fishings, Hawkings, Huntings, fowlings, and all other Royalties, Profitts, Commodities and Hereditaments to the same Land and premises belonging or in any wise appertaining to the said

James, Duke of Yorke by the several Indentures of Lease and Release dated the three and twentieth, and four and twentieth day of June, Anno Domini, One thousand six hundred sixty and foure, and by other good and sufficient conveyances and assurances in the Law for the severall Considerations therein respectively mentioned **Did** grant, convey and assure, or is therein mentioned to have granted, conveyed and assured unto John, Lord Berkeley, Barron of Stratton, and Sr George Carterett, of Salthum, in the County of Devon, Knt and Barronett, and to their heires and assignes forever, **All** that the said Tract of Land and all and singular the said hereinbefore mentioned premises then after to be called by the name or names of New Cesaria or New Jersey, with their and every of their appurtenances in as full and ample manner as the same was or were granted to the said James, Duke of Yorke by the said hereinbefore recited Letters patent (which are therein also recited), and all the estate, Right, Title, interests, benefitts, advantage, claime and demand of the said James, Duke of Yorke in or to the said lands and premises or any part or parcell thereof, and the reversion and reversions, remainder and remainders of the same, **To hold** unto the said John Lord Berkeley and Sr George Carterett their heires and assignes forever under the yearly rent or sum of twenty nobles, payable as the same is therein reserved to be paid as by the said recited conveyances and assurances relation being thereunto had may appeare, **And Whereas** afterwards by several meane conveyances and meane assurances all the part, share, moyety or halfe part of the said John, Lord Berkeley of and in the said Tract of Land and all and singular other the said premises were granted and conveyed unto and vested in the said William Penn, Gawen Lawry, and Nicholas Lucas, and their heires who thereby became seized of one whole and entire undivided moyety or halfe part of all and every the said premises soe granted unto the said John, Lord Berkeley and Sr George Carterett as aforesaid as Joynt tenants between themselves, and held the same to them and their heires as tenants in common with the said Sr George Carterett who continued actually seized of the other undivided moyety or halfe part of all and every the said premises, and held the same to him and his heires as tenants

in common with the said William Penn, Gawen Lawry and Nicholas Lucas, and they the said Sr George Carterett, William Penn, Gawen Lawry, and Nicholas Lucas being so seized as Tenants in Common as aforesaid, and the said William Penn, Gawen Lawry, and Nicholas Lucas being seized and interested of and in ninety equall and undivided hundred parts of their said undivided moyety or halfe part of the said severall and respective premises, the said moyety or halfe part being into one hundred equall parts to be divided in trust for the said Edward Billing his heires and assignes, an agreement was made between the said Sr George Carterett of the one part, and the said William Penn, Gawen Lawry, Nicholas Lucas and Edward Billing of the other part, for the makeing a partition of the said premises into two equall parts to be holden in severallty, **And Whereas** in and by one Indenture Quintipartite dated the first day of July now last past, and made or mentioned to be made between the said Sr George Carterett of the first part, and William Penn of the second part, the said Gawen Lawry of the third part, the said Nicholas Lucas of the fourth part, and the said Edward Billing of the fifth part, and enrolled in the High Court of Chancery in England in pursuance and performance of the said recited agreement (which is therein afore recited), and for the better perfecting of the said partition thereby agreed to be made, and for the considerations therein mentioned the said Edward Billing, and they the said William Penn, Gawen Lawry, and Nicholas Lucas by the consent, direction and appointment of the said Edward Billing did bargain, sell, release confirme and convey unto the said Sr George Carterett his heires and assignes forever, **All** that easternly part, share and portion, and all those easternly parts, shares and portions of the said Tract of Land and premises soe granted and conveyed by the said James, Duke of Yorke unto the said John, Lord Berkeley and Sr George Carterett as aforesaid, extending eastward along the sea coasts and the said River called Hudson's River, from the east side of a certain Plott or Harbour lying on the southern part of the same Tract of Land commonly called or known in a mapp of the said Tract of Land by the name of Little Egg Harbour to that part of the said River called Hudson's River, which is in forty-one degrees of Lattitude, being the southerly

part of the said Tract of Land and premises, which is bounded by the said River, and crossing over from there in a streight line extending from that part of Hudson's River aforesaid to the Northernmost branch or part of the before mentioned River called Delaware River, and to the most northernly point or boundary of the said Tract of Land and premises so granted by the said James, Duke of Yorke, unto the said Lord Berkeley and Sr George Carterett, then by the consent and agreement of the said parties to the said last recited Indenture, called and agreed to be called the North partition point, and from thence, that is to say, from the said North partition point extending Southward by a straite and direct line from the said North partition point Southward through the said Tract of Land unto the most Southwardly point of the East side of Little Egg Harbour aforesaid, which most Southwardly point of the East side of little Egg Harbour was then by the consent and agreement of the said parties to the said last recited Indenture called, and agreed to be from thenceforth called, the South partition point, and which said straite and direct line drawne from the said North partition point through the said Tract of Land unto the said South partition point, was then by consent of the said parties to the said last recited Indenture Quintipartite called, and agreed to be called, the Line of partition, which is the line hereinbefore mentioned to be intended by the consent and agreement of the said parties to the same Indenture for the divideing and makeing a partition or separation of the said Easternly part, share and portion from the Westernly part, share and portion of the said Tract of Land and premises soe conveyed by the said James, Duke of Yorke as aforesaid, in and by the said Indenture intended to be bargained, sold and conveyed by the said Sr George Carterett unto the said William Penn, Gawen Lawry, and Nicholas Lucas, and all and every the Isles, Ilands, Mines, Mineralls, Woods, fishings, Hawkings, Huntings and fowlings, and all other Royalties, Governments, powers, fforts, franchises, Harbours, proffitts, commodities, hereditaments, whatsoever unto the said Easternly part, share and portion of the said Tract of Land and premises belonging or in any wise appertaining with their, and every of their appurtenances, and all the estate, right, Tytle, interest, benefitt, advantage,

claim and demand whatsoever as well in Law as in Equity of them the said Edward Billing, William Penn, Gawen Lawry and Nicholas Lucas, as of each and every of them of in and to and out of the said Easternly part, share and portion, Easternly parts, shares and portions of the said Tract of Land and premises in unto and out of every part and parcell of the same, and the reversion and reversions, remainder and remainders of the same, and of every part and parcell of the same, which said Easternly part, share and portion, parts, shares and portions of the said Tract of land and premises, is now by the consent and agreement of the said parties to the said last recited Indenture called, and agreed from thenceforth to be called, by the name of EAST NEW JERSEY, and is all that, and only all that part, share and portion of the said Tract of Land and premises soe conveyed by the said Duke of Yorke as aforesaid as lieth and extendeth Eastward from the East side of the said Line of partition before mentioned ; **To hold** to the said Sr George Carterett, his heires and assignes in severallty to the sole and only use of the said Sr George Carterett, and of his heires and assignes forever, **And** by the same Indenture Quintipartite, and in further pursuance and performance of the same herein last recited agreement, and for the further perfecting of the said partition soe agreed to be made, and for the Consideration for that purpose therein also mentioned, he the said Sr George Carterett doth bargain, sell, release, confirme and convey or is therein mentioned to have been bargained, sold, released, confirmed and conveyed unto the said William Penn, Gawen Lawry and Nicholas Lucas, and to their heires and assignes forever, **All** that Westernly part, share and portion and all that and those other part and parts, share and shares, portion and portions of the said Tract of Land and premises soe granted by the said James, Duke of Yorke unto the said John, Lord Berkeley and Sr George Carterett as aforesaid, and which said Westernly part, share and portion, and which said other parts, shares and portions is, and are extending Southward and Westward and Northward along the Sea Coast, and the before mentioned Bay and River, commonly called or known by the name or names of Delaware Bay and Delaware River, from the said South partition point before mentioned to be on the East side

of Little Egg Harbour aforesaid, unto the said North partition point therein before mentioned to be the before mentioned northernmost branch or part of Delaware River aforesaid, and from thence, that is to say, from the sd North partition poynt extending Southward unto the said South partition point before mentioned, by the said before mentioned streight and direct line called the line of partition drawn through the said Tract of Land from the said North partition point unto the said South partition point, by the consent and agreement before mentioned. intended for the dividing or making a ptition or separation of the sd Westernly part share and portion from the before mentioned Easternly part share and portion of the said Tract of land and premises so conveyed by the said Duke of Yorke as aforesaid, and therein before bargained, sold and conveyed by the said William Penn, Gawen Lawry, Nicholas Lucas and Edward Billing unto the said Sr George Carterett as aforesaid and all and every the Isles, Ilands, Rivers, Mines, Mineralls, Woods, ffishings, Hawkeing, Hunting and flowleing, and all other Royalties, Governments, powers, fforts, ffranchises, Harbours, proffitts, Commodities and Hereditaments whatsoever unto the said Westernly part, share and portion, and unto the said other parts, shares and portions of the said Tract of Land and premises hereby bargained by the said Sr. George Carterett belonging, or in anywise appertaining with their, and every of their appurtenances, and all the estate, Right, Tytle, interest, benefitt, advantage, claim and demand whatsoever, as well in Law as in Equity of him the said Sr George Carterett and his heirs, of, in, unto and out of the same, and of every part and parcell of the same, together with the reversion and reversions, Remainder and Remainders of the same, and out of every part and parcell of the same, and all rents, duties and services reserved upon any estates or grants heretofore made or granted by the said Lord Berkeley and Sr George Carterett, or either of them, or of any part or parts of the said premises thereby conveyed to the said William Penn, Gawen Lawry and Nicholas Lucas, or therein or thereby mentioned or intended so to be, **All** which said Westernly parts, shares and portions of the said Tract of Land and premises were then by the consent and agreement of the said parties to the said last recited Inden-

ture called, and agreed from thenceforth to be called by the name of WEST NEW JERSEY, and all that, and only all that part, share and portion of all those parts, shares and portions of the said Tract of Land and premises soe conveyed by the said James, Duke of Yorke, as aforesaid, as lyeth **extended** Westward or Southward from the west side of the said Lyne of partition before mentioned ; **To hold** unto the said William Penn, Gawen Lawry and Nicholas Lucas, their heires and assignes in severalty to the onely use of the said William Penn, Gawen Lawry and Nicholas Lucas, and of their heires and assignes forever, as by the said recited Indenture Quintipartite, relation thereunto being had it may appeare in and by which said recited Indenture Quintipartite it is declared and agreed by all the said respective parties thereunto that the aforesaid Rent of twenty Nobles therein and herein mentioned to be reserved, due and payable to the said James, Duke of Yorke, and his heires, should from thenceforth be equally paid and borne in manner following, that is to say, one equall moyety or halfe part thereof by the said Sr George Carterett, his heires and assignes, and to be issueing out of and charged and chargeable upon that part or share of the said premises which is thereby conveyed unto the said Sr George Carterett, his heires and assignes, and the other equall moyety or half part thereof by the said William Penn, Gawen Lawry and Nicholas Lucas, their heires and assignes and to be issueing out of and charged and chargeable upon that part and share of the said premises which is thereby conveyed unto the said William Penn, Gawen Lawry and Nicholas Lucas, their heires and assignes as aforesaid, as in and by the said recited Indenture Quintipartite, Relation thereunto being had it likewise may appeare, by virtue whereof, they the said William Penn, Gawen Lawry and Nicholas Lucas became seized of all that Westernly part, share and portion, and of all those parts, shares and portions, in and by the said recited Indenture Quintipartite conveyed unto them and called, or thereby agreed to be called WEST NEW JERSEY, as aforesaid, with their and every of their appurtenances, and held the same, that is to say, ten equall undivided hundred parts thereof—the whole being into one hundred equall and undivided hundred parts to be divided, in trust, to be by them conveyed unto John

Etheridge of Shadwell in the County of Middlesex, Tanner, and Edmond Warner, Cittizen and Poulterer of London, and their heires, to whom they have accordingly conveyed the same, and the other ninety equall and undivided hundred parts, in trust, for the said Edward Billing and his heires, or for such person or persons, his and their heires and assignes to whom the said Edward Billing or his heires shall direct the same to be conveyed. **Now these presents** witnesseth that for and in consideration and in full satisfaction and discharge of the sum of One hundred thirty and three pounds, six shillings and eight pence sterling due and owing by the said Edward Billing unto the said William Biddle; and for and in consideration and in full satisfaction and discharge of the sum of One hundred thirty three pounds six shillings and eight pence sterling due and owing by the said Edward Billing unto the said Thomas Olive; and for and in consideration and in full satisfaction and discharge of the sum of One hundred thirty and three pounds six shillings and eight pence sterling due and owing by the said Edward Billing unto the said Daniel Wills; likewise in consideration of the severall and respective sumes of five shillings a piece unto them the said William Penn, Gawen Lawrie and Nicholas Lucas and Edward Billing by the said William Biddle Thomas Olive and Daniel Wills respectively in hand paid, the receipt whereof they doe hereby respectively acknowledge, he the said Edward Billing, and at his request, and by and with his consent, direction and appointment, certified by his being a party hereunto, and by his sealing and executing of these presents, they the said William Penn, Gawen Lawry and Nicholas Lucas and the said Edward Billing **have**, and each and every of them hath, bargained, sold, released and confirmed, and doe, and every of them by these presents doth, bargain, sell, release and confirm unto the said William Biddle, Thomas Olive and Daniel Wills, their heirs and assignes forever, **one** full equall and undivided ninetyeth part of the said ninety equall and undivided hundred parts of all that westernly part, share and portion, and of all that and those other part and parts, share and shares, portion and portions of the said Tract of Land and premises, and every the mines, mineralls, woods, ffishings, hawkings, huntings, fowl-

ings, and all other royalties, Governments, powers, fforts, ffranchises, harbours, profits, Commodities and hereditaments whatsoever unto the said one full equall and undivided ninetieth parte belonging or appertaining so granted by the said James, Duke of Yorke, unto the said Lord John Berkeley and Sr George Carterett as aforesaid, which in and by the said hereinbefore recited Indenture Quintipartite is and are, was and were, bargained, sold, released, confirmed and conveyed by the said Sr. George Carterett unto the said William Penn, Gawen Lawry and Nicholas Lucas, their heirs and assignes, as aforesaid, and which in and by the said recited Indenture Quintipartite is and are mentioned to be called, and to be agreed by the consent and agreement of the said parties to the same Quintipartite Indenture from thenceforth to be called, by the name of WEST NEW JERSEY, with all and every, the appurtenances of the said one full equall and undivided ninetieth part hereby bargained, and all the estate, right, title, interest, property, claim and demand whatsoever, as well in Law as in equity of them and of each and Every of them, the said Edward Billing, William Penn, Gawen Lawry and Nicholas Lucas of, in, unto, and out of the said **One** full equall and undivided ninetieth part hereby bargained, together with the reversion and reversions, remainder and remainders of the same, one full equall and undivided ninetieth part hereby bargained, and of every part and parsell of the same; **To have and to hold** unto the said William Biddle, Thomas Olive and Daniel Wills, severally and respectively and equally to be divided amongst them, and unto their severall and respective heirs and assignes as Tennants in common and not as joynt Tennants to the only severall and respective use and uses of them the said William Biddle, Thomas Olive and Daniel Wills, and of their several and respective heirs and assignes, severally and respectively forever as aforesaid. And each of them, the said William Penn, Gawen Lawry and Nicholas Lucas, and Edward Billing for himself severally and respectively, and for his severall and respective heirs, executors and administrators, and for his severall and respective owne acts only, and not the one for the other, nor the one for the heirs, executors, administrators or acts of the other, doth covenant, grant and agree to and with the said William Biddle, Thomas Olive and Daniel Wills, their

heires and assignes, and every of them, by these presents, that he hath not wittingly nor willingly committed or done any act, matter or thing whatsoever, whereby or by reason whereof the said premises hereby bargained, or any part thereof, is, are, shall or may be charged, burthened or incumbered in any Title, charge, estate, or otherwise, howsoever, other than the rents thereout issueing unto the said James, Duke of Yorke and his heires, and the arreares thereof, if any be, and the said Edward Billing, for himself, his heires, Executors and administrators, and every of them, doth covenant, grant and agree to and with them the said William Biddle, Thomas Olive and Daniel Wills, their heires and assignes, and every of them, by these presents, that, he, the said Edward Billing, his heires and assignes, and the said William Penn, Gawen Lawry and Nicholas Lucas, their heires and assignes, and every of them, shall and will, at all times hereafter, during the space of seaven yeares next En-sueing the date of these presents, at the request and at the proper costs and charges in the Law of the said William Biddle, Thomas Olive and Daniel Wills, some or one of them, their some or one of their heires, doe and suffer any further or other act, matter or thing whatsoever, for the further better and more perfect assuring, sure makeing, conveying or confirming the said premises hereby granted, or any part or parcell of the same according to the purport of these presents, so as the person to whom such request shall be made shall not be thereby required to enter into any covenant or covenants then only against himselfe and his own acts only, or to travaile from the place of his abroad and residence any further than the citties of London and Westminster at the time of such request to be made for the doinge or executeing of the same.

In Witness whereof the said parties to these presents their hands and seales interchangeably have set the day and yeare first above written.

WILLIAM PENN,
GAWEN LAWRIE,
NICHOLAS LUCAS,
E. BYLLINGE.

Memorandum.—That one Indenture of bargaine and sale beareing date the day before the date of these presents of the

within bargain and released premises was duly executed and after the said William Biddle, Thomas Olive and Daniel Wills had accepted of the said bargain and sale, and after the words released and confirmed, Release and confirme betweene the nineteenth and twentyeth Lines of the Schedule within annexed were interlined, then this present Deed was sealed and delivered by the within named William Penn, Gawen Lawry, Nicholas Lucas and Byllinge in the presence of

HARBT. SPRINGETT,
BENJAMIN GRIFFITH,
THO. POYNETT,
JO. BURLEY.

Septr. 23, 1693. Benjamin Griffith then attested that hee was present and did see the Deed of Release signed, sealed & executed by ye within named Wm. Penn, Gawen Lawrie, Nicholas Lucas & Edward Bylling to ye uses herein specified, & that hee did subscribe his name as an evidence hereunto.

before me,

THOMAS REVELL,
Justice.

Septr. 19, 1693. Then Recorded ye within written Deed of Release in the Publick Records of ye Province of West Jersey, fol. 330 and 331. Lib 23.

And also ye Indorsement above printed.
me.

THOS. REVELL,
Secry & Regr.

(The Deed has the following endorsement:)

"May the ffith 1737.

"A warrant was granted for the fifth Dividend on Lands contained in the within Deed.

"SAM. SCATTERGOOD,
Clerk."

No. 2.—DEED, THOMAS OLIVE AND DANIEL WILLS TO WILLIAM BIDDLE.

[April 4, 1677.]

This Indenture made the fourth day of the month called April, in the year of our Lord One thousand six hundred seventy and seven, **Between** Thomas Olive, late of Willingborough in the County of Northampton, Haberdasher, and Daniel Wills,

late of the town of Northampton, Practitioner in Chimistry, of the one part, and William Biddle of Bishopsgate street London, shoemaker, of the other part. **Whereas**, By one Indenture Quintipartite, dated the first day of July Anno Dom. 1676, and made between Sir George Carteret of Saltrum in the County of Devon, Knt. and Baronet, of the first part, William Penn of Rickmersworth of the County of Hertford, Esq. of the second part, Gawen Lawrie of London, Merchant of the third part, Nicholas Lucas of Hertford, in the County of Hertford, Maulster, of the fourth part, and Edward Billinge of Westminster, of the County of Middlesex of the fifth part. They the said William Penn, Gawen Lawrie and Nicholas Lucas became seized in fee subject to several trusts of and in all that great part and portion of Land in the parts of America, now called, and by the said Indenture Quintipartite agreed to be called West New Jersey, with all and every the appurtenances thereunto belonging in the same Indenture mentioned. All which was part of a greater tract of land formerly granted by the King's dearest brother James, Duke of York, unto John, Lord Berkeley, and the said Sr. George Carteret in fee, by several Indentures, dated the three and twentieth, and four and twentieth days of June Anno Dom. 1664, which said trusts were as to Ten equal and undivided hundred parts of the same, (the whole being into one hundred equal and undivided parts to be divided) in trust for John Eldridg and Edmund Warner in fee, to whom the same have been conveyed accordingly, and as to the other ninety equal and undivided hundred parts of the same premises now called West New Jersey, the same were In trust for the said Edward Billinge in fee, and **Whereas**, by two several Indentures dated the two and twentieth and three and twentieth days of January last past, made between the said William Penn, Gawen Lawrie, Nicholas Lucas and Edward Billinge of the one part, and the said William Biddle, Thomas Olive and Daniel Wills, parties to these presents, of the other part, he, the said Edward Billinge, and by his* consent, direction and appointment, they, the said William Penn, Gawen Lawrie and Nicholas Lucas, for the consideration therein mentioned, did grant and convey unto the said William Biddle, Thomas Olive and Daniel Wills in fee, One full equal and undivided Ninetieth part of the aforesaid Ninety equal and undivided hundred parts of all that

westernly part, share and portion of land called West Jersey, and of all and every the Mines, etc. . . . unto the said equal and undivided Ninetieth part belonging or appertaining, so as aforesaid granted by the said James, Duke of York, unto the said John, Lord Berkeley and Sir George Carteret, and which, in and by the said Indenture Quintipartite are and were bargained, sold etc. . . . unto the said William Penn, Gawen Lawrie and Nicholas Lucas, and their heirs and assigns. The said One equal and undivided ninetieth part to the said William Biddle, Thomas Olive and Daniel Wills severally and respectively, and equally to be divided amongst them, and their several and respective heirs and assigns, as tenants in common and not as joint tenants, to the only several and respective use, etc. . . . by which said conveyance they the said William Biddle, Thomas Olive and Daniel Wills, and every of them, appear to be entitled unto one equal third part of the said purchased Ninetieth part in fee to them and their heirs, when in truth the said William Biddle paid and imburshed the one moiety of the purchase money with intention to be interested and entitled to one full moiety of the said purchased premises in fee, to him and his heirs, as was also the true intent and meaning of the said Thomas Olive, Daniel Wills, and of all and every the said parties to the said Indenture, and to and for such respective ends and uses was the said Indenture made and executed.

Now therefore, this Indenture witnesseth that they the said William Biddle, Thomas Olive and Daniel Wills, and every of them do hereby declare, confess and acknowledge the above mentioned or recited Indentures of the two and twentieth and three and twentieth of January last past, and either of them, were made and executed to and in the names of them, the said William Biddle, Thomas Olive and Daniel Wills, in trust and confidence nevertheless as to one full and equal moiety or half part of the said One equal and undivided ninetieth part of the said Tract of Lands, and all other the premises with the appurtenances, in and by the said Indenture of the three and twentieth of January to them conveyed, to and for the sole use and behoof of the said William Biddle, his heirs and assigns forever and as to the other moiety or half

part thereof to and for the sole use and behoof of the said Thomas Olive and Daniel Wills, and of either of their several and respective heirs and assigns, severally and respectively forever. **And** further the said Thomas Olive and Daniel Wills in accomplishment and performance of the trust, aforesaid do, for them and either of them Covenant and grant jointly and severally to and with the said William Biddle, his heirs, executors, administrators and assigns, etc. . . . **And moreover,** it is mutually covenanted, granted, concluded and agreed, by and between all and every the said parties to these presents that they the said William Biddle, Thomas Olive and Daniel Wills, and every of them, and the heirs and assigns of them and every of them, shall and will at all times hereafter, forever stand and be seized of the aforesaid One equal and undivided ninetieth part of the said tract of land, and of all and singular the premises, and of every part thereof to and for the respective ends, uses, intents and purposes above by these presents mentioned and declared, viz., One moiety to the use and behoof of the said William Biddle and his heirs and assigns forever, and the other moiety or half part thereof to and for the use and behoof of them, the said Thomas Olive and Daniel Wills, and of either of their several and respective heirs and assigns, severally and respectively forever, as aforesaid, and that it shall and may be lawful to and for the said William Biddle, his heirs and assigns, to sell, alien and convey to any person or persons whatsoever, and his and their heirs, his said one moiety or half part of the same premises, and also that it shall and may be lawful for the said Thomas Olive and Daniel Wills, their respective heirs and assigns in like manner to sell, alien and convey the other moiety or half part of the same premises, etc. . .

In witness whereof the said parties to these present Indentures have interchangeably set their hands and seals the day and year above written.

THOMAS OLIVE [SEAL],
DANIEL WILLS [SEAL].

Sealed and delivered in the presence of

JOSEPH HELMSLEY,
JAMES WILLS,
JAMES BROWN.

James Wills came and attested that he did see ye within named Thomas Olive and Daniel Wills sign, seal and deliver ye within written conveyance to ye within mentioned William Biddle, as their act and deed, and that he did hereto subscribe his name as evidence: before me,

THO: REVELL,

Secy & Rect.

This Deed within written entered into ye Records of the Province of West New Jersey in Book B, pages 23, 24 & 25, the 13th. day of January, Anno 1682, by me,

THO: REVELL,

Recordr.

NO. 3.—DEED, THOMAS HUTCHINSON ET AL TO SAMUEL CLAY.

[1677.]

NOVERINT UNIVERSI: *per ptes. nos Thomas Hutcheson de Beverly in Com. Eborinensis Yeoman, Thomam Peirson de Bonwick in Com. pred. Yeoman, Josephum Hemsley de Kelke in Com. pred. Yeoman, Mahlon Stacey, de dower House in Com. pred. Tanner, et Georgius Hutchinson de Sheffield in Com. pred. distiller, veneri et firmiter Obligo Samueli Clay de London, Mercator, in Centum Libris bone et Legalis monet Anglia Solvend. Eidem Samueli Clay aut suo certe Attörnai, Executor vel Administrator suis, ad quam quidem Solucoem, bene et fidele facient. Obligamus nos et quamlibet nem per se pro toto et in Solid. Hered. Executor et Administrator nos, at cujus Libet nem firmiter per pntes Sigillis N(?) Sigillat dat die Anno Dom. 1677, Annoq Regni Regis Caroli Secundi Anglia. Vicessimo Nono.*

Whereas ye above bounden¹ Thomas Hutchinson, Thomas

¹ "Thomas Hutchinson, Joseph Helmsley, George Hutchinson, and Mahlon Stacey, all of the County of York, and all creditors of Byllinge, to whom several other creditors made assignment of their debts, altogether amounting to £2450 sterling, and who took in satisfaction of said sum, seven equal and undivided ninetieth parts of ninety equal and undivided hundred parts of West Jersey; the same was conveyed to them by William Penn, Gawen Lawrey and Nicholas Lucas, March 1, 1676; and by another conveyance of

Peirson, Joseph Helmsley, Mahlon Stacey¹ and George Hutchinson, for and in consideration of ye sum of Twenty-five pounds of Lawful English money, to them, some one or one of them in hand paid by ye above named Samuel Clay before ye en-sealing and delivery hereof—five pounds more also paid by the said Samuel Clay towards ye charges of taking up, setting forth the Lands hereinafter mentioned, have contracted and agreed with the said Samuel Clay to grant and convey unto him ye said Samuel Clay, his heirs and assigns forever, all ye proportion of Lands with the appurtenances hereinafter expressed, according to the Condition following :

Now the condition of ye obligation is such that if ye said Thomas Hutchinson, Tho. Peirson, Jos. Helmsley, Mahlon Stacey and George Hutchinson, or the Survivor or Survivors of them, or his or their heirs, do and shall, within Eleven years next ensuing ye date above written (at ye request, cost and charges of ye Said Samuel Clay, his heirs and assigns, well and sufficiently, and in due form of law, grant, convey, settle, assure and confirm unto and upon the said Samuel Clay, his heirs or assigns forever, one full and equal sixth part, share, undivided of and in one Hundredth part undivided of all ye Tract of Land commonly called or known by ye name of West New Jersey in America, all and every of ye Woods, etc. . . . Then this obligation shall be void, or else stand in full force and virtue.

THO. PEARSON [SEAL],
JOSEPH HELMSLEY [SEAL].

Sealed and delivered in ye presence of us

WILLIAM BIDDLE,
JOHN HONNOR,
SARAH BIDDLE.

the same date to the same persons in satisfaction of other debts to the amount of £1050 sterling, three other full equal and undivided ninetieth parts of the aforesaid ninety equal and undivided hundred parts of West Jersey were also conveyed.”—*Smith's New Jersey*, p. 92.

¹ Mahlon Stacy arrived in the Shield from Hull in 1678. He took up 800 acres of land lying on both sides of the Assumpink creek, and built a grist mill. He sold his plantation to Judge William Trent in 1714, and the city of Trenton now stands thereupon.

No. 4.—DEED, NICHOLAS BELL TO WILLIAM BIDDLE.

[October 29, 1678.]

This Indenture made the nine and twentieth day of October, Anno Dom. 1678, and in the Thirtieth year of the reign of King Charles the second over England **Between** Nicholas Bell of Ratcliffe, in the parish of Stepney als Stebunheath, of the County of Middlesex, Mariner, of the ore part, and William Biddle, Citizen and cordwainer of London, of the other part: **Whereas** By virtue of one Indenture Quintipartite dated the first day of July Anno Dom. 1676, and made between Sir George Carteret of Saltrum, in the County of Devon, Kn' and Baron of the first part; William Penn of Rickmersworth in the County of Hertford of the second part, Gawen Lawrie, Merchant of London, of the third part, Nicholas Lucas of Hertford, in the County of Hertford, Maulster, of the fourth part, and Edward Billinge of Westminster, in the County of Middlesex, Gent, of the fifth part; they the said William Penn, Gawen Lawrie, and Nicholas Lucas became seized in fee, subject to several trusts of and in all that great part and portion of land on the part of America by the said Indenture Quintipartite agreed to be called West New Jersey, with all the appurtenances thereunto belonging, in the same Indenture mentioned, all which was part of a greater tract of land formerly granted by the King's dearest brother, James, Duke of York, unto John, Lord Berkeley, and the said Sr. George Carteret, in fee, by several Indentures dated the three and twentieth, and four and twentieth days of June, Anno Dom. 1664, which said trusts were as to Ten equal and undivided hundredth parts of the same, the whole being into One hundred equal and undivided hundred parts to be divided, In that trust for John Eldridge and Edmund Warner in fee, to whom the same has been conveyed accordingly: And as to the other equal and undivided hundred parts of the same premises now called West New Jersey, the same were in trust for the said Edward Billinge in fee. **And whereas**, the said William Penn, Gawen Lawrie, Nicholas Lucas and Edward Billinge by several Indentures dated the two and twentieth and three and twentieth days of January,

Anno Dom. 1676, of the one part, and Richard Mew (?) of Ratcliffe in the parish of Stepney als Stebunheath in the County of Middlesex, Merchant, Percival Towle of the same place, Baker, Peter Hailes of Limehouse in the parish and County aforesaid, Distiller, Thomas Martin of the same place, Mealman, Nicholas Bell of Ratcliffe aforesaid, Mariner, party to these presents, and Richard Clayton of Bishopsgate street, London, Draper, of the other part. The said Edward Billinge, and by and with his consent, direction and appointment, They, the said William Penn, Gawen Lawrie, Nicholas Lucas and Edward Billings, for the considerations therein mentioned DID grant and convey unto the said Richard Mew, Percival Towle, Peter Hailes, Thomas Martin, Nicholas Bell and Richard Clayton in fee One equal and undivided ninetieth part of the said Ninety equal and undivided hundred parts, of all that westernly part, share and portion of land called West New Jersey, and of all and every the lands, isles etc. . . . so granted by the said James, Duke of York unto the said John, Lord Berkeley and Sir George Carteret aforesaid, and which in and by the said Indenture Quintipartite are, and were bargained, sold, released, confirmed and conveyed by the said Sr. George Carteret unto the said William Penn, Gawen Lawrie and Nicholas Lucas, their heirs and assigns.

Now this Indenture witnesseth that the said Nicholas Bell, for and in consideration of five shillings lawful English money to him in hand paid by the said William Biddle, the receipt whereof he doth hereby acknowledge, HATH bargained, sold etc. . . . unto the said William Biddle, his executors and assigns, One full equal sixth part,—the same being in six equal parts to be divided, of all that, the aforesaid undivided ninetieth part of the aforesaid Ninety equal parts of all and Singular, the said premises called West New Jersey, and of all and every the lands, isles etc. . . . **To have and to hold** unto the said William Biddle, his executors and assigns, from the day of the date of these presents, for and during, and unto the full end and term of one whole year from thence next ensuing, and fully to be complete and ended, To the intent and purpose that by virtue of these presents, and of the Statute for transferring of uses into possession the said William Biddle may be in the

actual possession of the said bargained premises, and may be enabled to take and accept of a grant and release of the same premises to him, his heirs and assigns forever.

In witness whereof the said parties to these presents have interchangeably set their hands and seals the day and year first above written.

ELIZABETH BELL [SEAL].

Signed, sealed and delivered in the presence of us

WM. WOOTTON,
PERCIVAL TOWLE,
JEREMIAH HOWES.

No. 5.—DEED, NICHOLAS BELL TO WILLIAM BIDDLE.

[December 31, 1679.]

TO ALL PEOPLE to whom these presents shall come, I, Nicholas Bell of Ratcliffe, in the Parish of Stepney als Stebunheath, in the County of Middlesex, Mariner, sendeth greeting.

Know YE that I, the said Nicholas Bell, for and in consideration of a competent sum of money to me in hand paid by William Biddle of London, shoemaker, I have remised, released, and forever quitclaimed, and by these presents do for me, my heirs and assigns, fully, clearly and absolutely remise, release and forever quitclaim unto the said William Biddle, now in his full and peaceable possession (seizin being), and to his heirs and assigns forever, all the estate, right, title, interest, claim and demand whatsoever, which I the said Nicholas Bell now have, or which my heirs at any time hereafter may or ought to have of, in or to all that full equal sixth part (the same being into six equal parts to be divided) of all that undivided ninetyeth part of all that full and undivided Ninety equal parts of all that tract of land called West New Jersey in America.

To have and to hold all and singular the said one full sixth part (the same being into six equal parts to be divided of all that the aforesaid undivided ninetyeth part of the aforesaid

Ninety equal parts of all and singular the said premises called West New Jersey) unto the said William Biddle, his heirs and assigns forever, to the only proper use and behoof forever, so that neither I, the said Nicholas Bell, nor my heirs, nor any person or persons for me or them, or in mine or their name or names, right, title or stead, shall or may by any ways or means hereafter have, claim, challenge or demand any estate or interest of, in or to the said premises, etc., And I, the said Nicholas Bell shall and will warrant and forever defend by these presents.

In witness whereof I, the said Nicholas Bell have hereunto set my hand and seal this one and thirtieth day of December, Anno Dom. 1679. *Annoque RRs. Car. secundi, Angliae nunc et Exicesimo primo.*

MEMORANDUM.—That this deed or writing is sealed and executed by the said Nicholas Bell further and better assuring and conveying the lands above mentioned to the said William Biddle, which Elizabeth Bell, the wife and lawful attorney of the said Nicholas Bell (in his absence at sea) did sell and convey to the said William Biddle, by deed under her hand seal.

NICHOLAS BELL [SEAL].

Sealed and delivered after the memorandum was written in the presence of us.

WILLIAM SATTERTHWAITE,
THOMAS SEVILL,
THOMAS PORTER.

No. 6.—DEED, WILLIAM BIDDLE TO RICHARD BAYNUM.¹

[August 3, 1681.]

This Indenture made the third day of August, Anno Dom. 1681, and in the three and thirtieth year of the Reign of our

¹ This conveyance appears to have been the one which gave rise to the controversy between William Penn and William Biddle in regard to the island before Pennsbury.

Sovereign Lord, King Charles the second of England, **Between** William Biddle, citizen and Cordweynder of London, of the one part, and Richard Baynum, citizen and weaver of London of the other part: **Witnesseth** that the said William Biddle for and in consideration of the sum of Twenty pounds lawful money of England to him in hand paid at and before the sealing and delivery of these presents by the aforesaid Richard Baynum well and truly paid, whereof the said William Biddle acknowledgeth the receipt and himself therewith fully satisfied, and thereof and of every part and parcel thereof doth acquit and discharge the said Richard Baynum, his heirs, executors, administrators and assigns, . . . hath bargained, sold etc. . . . unto the said Richard Baynum (in his possession being by virtue of one Indenture of bargain and sale for one year, bearing date the day next before the day of the date of these presents, and of the Statute for transferring uses into possession) and to his heirs and assigns forever, Three hundred acres of land or ground situate and being in now West Jersey in America in the West Indies, abutting or bordering upon Ranerokoko [Rancocus] Creek near Burlington, and is part of One thousand six hundred acres of land or ground near Ranerokoko Creek aforesaid, Lately purchased by the said William Biddle, to be allotted, assigned and set out by the Commissioners or other person or persons appointed, or to be appointed for that purpose, at or in New West Jersey aforesaid, according to the custom or practice there: Together with all woods etc. . . . and appurtenances whatsoever to the said Three hundred acres of land belonging, etc. . . . **To have and to hold** all and every the aforesaid bargained premises, with their and every of their appurtenances unto the said Richard Baynum his heirs and assigns forever, To and for the only proper use and behoof of the said Richard Baynum, his heirs and assigns forever etc. . . . **And** the said William Biddle for himself, his heirs, executors and administrators doth covenant, promise, grant and agree to and with the said Richard Baynum, his heirs, executors and assigns, in manner and form following, that is to say: That he, the said William Biddle, hath already bought, and at the time of the sealing and delivery hereof is the rightful owner and proprietor of

a greater parcel of land at New West Jersey aforesaid, from which the afore bargained premises are to be divided, and also that the afore bargained premises with the appurtenances at the time of the sealing and delivery of these presents are and be, and so at all times hereafter forever shall be, remain and continue unto the said Richard Baynum, his heirs and assigns, **To** his and their own use and uses free and clear, and freely and clearly acquitted and discharged, or sufficiently saved and kept harmless by him the said William Biddle, his heirs, executors or administrators, of and from all and singular forever, and other bargains, sales, gifts, grants, leases, charges, titles, troubles, etc. . . . whatsoever had, made, committed or done by him the said William Biddle in any manner of wise: **And further** also that he the said William Biddle and his heirs, and all and every other person or persons having or claiming any right or title in or to the premises by, from or under him, shall and will, at any time or times hereafter, at the reasonable request, cost and charges of the said Richard Baynum, his heirs or assigns, make due knowledge and execute, or cause to be made due knowledge and executed all and every, or any such further assurance for conveying the premises to the said Richard Baynum and his heirs for the uses aforesaid by Inrollment or otherwise, either in England or at New West Jersey aforesaid, both or either of them, or otherwise as shall reasonably be required, and so as the same convey no further warrantry nor covenant for warrantry than as aforesaid. And also that he, the said William Biddle, his heirs and assigns, at the cost and charges of the said Richard Baynum, his heirs and assigns shall do such acts, and use his and their endeavours for the setting forth and allotting the premises as the said Richard Baynum, his heirs or assigns shall reasonably require.

In witness whereof the parties aforesaid to this present Indenture interchangeably have put their hands and seals, dated the day and year first above written.

RICHARD BAYNUM [SEAL].

Signed, sealed and delivered in the presence of

JOHN BATES,

JOHN BAUN,

Scripsit to Leo Bates, Scri:

No. 7.—JOSEPH HELMSLEY TO WILLIAM BIDDLE.

[August 9, 1684.]

This Indenture made the ninth day of the month called August, in the year of our Lord One thousand six hundred eighty and four **Between** Joseph Helmsley of Great Kelke in the County of York, yeoman, on the one part, and William Biddle, late of London, Cordwainer, and Sarah his wife, of the other part, **witnesseeth**, That whereas, William Penn, late of Rickmersworth, in the County of Hertford, Esq^r., Gawen Lawrie, of London, Merchant, Nicholas Lucas of Hertford, in the County of Hertford, Maulster, being formerly seized in their demesne as of fee of and in West New Jersey, being a reputed moiety of New Cesaria or New Jersey, and of all Rivers, Mines etc. . . . In trust as to Ten full equal undivided parts thereof, the whole into One hundred parts to be divided, for John Eldridge and Edmund Warner, and as to the remaining Ninety parts of the said West New Jersey, In trust for Edward Billing of Westminster, of the County of Middlesex, Gent, his and their heirs and assigns forever: **And whereas** the said William Penn, Gawen Lawrie, Nicholas Lucas and Edward Billing have by several good and sufficient conveyances and assurances in the Law, for the several considerations therein respectively mentioned, granted, conveyed and assured Ten of the aforesaid ninety parts of West New Jersey aforesaid unto Thomas Hutchinson of Beverly in the aforesaid County of York, Tanner, Thomas Pearson of Bonwick in Holderness, Joseph Helmsley (one of the parties to these presents) of Great Kelke as aforesaid in the said County, Yeoman, Mahlon Stacy of Hausworth in the said County, Tanner, and George Hutchinson of Sheffield, in the said County, Distiller, their heirs and assigns forever. **And whereas** the said Thomas Hutchinson, Thomas Pearson, Joseph Helmsley, Mahlon Stacy and George Hutchinson, by their Indentures of Lease and Release, bearing date before the date hereof, and for the considerations therein respectively mentioned, have well and sufficiently conveyed and assured their Ten parts of West New Jersey aforesaid to John Robinson of Beverly aforesaid, Gent^l., and Thomas Lambert of Hausworth Woodhouse, in the same

County, Tanner, their heirs and assigns forever, In trust, and to the intent that they the said John Robinson and Thomas Lambert should be in the actual possession of the premises, with the appurtenances, and thereby and thereof regrant, reconvey and reassure unto the said Thomas Hutchinson, Thomas Pearson, Joseph Helmsley, Mahlon Stacy and George Hutchinson, their heirs and assigns, to each and every of them severally, their several and distinct parts and proportions of the before mentioned Ten parts of West New Jersey aforesaid. **And whereas** the said John Robinson and Thomas Lambert according to and in pursuance of their Trust, by their Indenture of Lease bearing date the Thirtieth day of August in the year of our Lord One thousand six hundred seventy and eight, and also by their Indenture of Release bearing date the One and thirtieth day of the said last mentioned month and year for the considerations therein mentioned, did accordingly regrant, reconvey and reassure unto the said Joseph Helmsley, his heirs and assigns forever as his part and portion of the aforesaid Ten parts of West New Jersey, One share and a half, or One Propriety¹ and a half with the appurtenances, as by the same in part recited Indentures of Lease and Release recourse being thereto had doth and may more fully and plainly appear, **now this Indenture witnesseth** That the said Joseph Helmsley, for and in consideration of the sum of Forty-eight pounds, fifteen shillings of good and lawful English money by the said William Biddle to the said Joseph Helmsley in hand paid before the sealing and delivery hereof, the receipt whereof the said Joseph Helmsley doth hereby acknowledge, and thereof acquit, exonerate and discharge the said William Biddle, his

¹ From an article in the *Penn. Mag. of Hist. and Biog.*, for July, 1894, entitled "The Present State of the Colony of West-Jersey in America, September, Anno Dom. 1681," we extract the following:

"The method laid down for sale and division of the County of West-Jersey is by Proprieties (that is to say), One Propriety contains the hundredth part of the whole country: Of which Proprieties, many are already sold and disposed of to purchasers, and several of the same remains yet to be sold. In each of these hundred parts or Proprieties, the quantity of acres cannot be absolutely ascertained; but it is generally judged to be Twenty thousand acres, and upwards, but some have accounted each Propriety to contain much more."

heirs, executors and administrators, every of them by these presents **hath** granted, aliened, released and confirmed, and by these presents doth grant, alien, release and confirm unto the said William Biddle and Sarah, his wife (in their actual possession now being by virtue of a Bargain and Sale to them thereof made for One whole year by Indenture bearing date the date hereof, and by force of the Statute for transferring use into possession). and to their heirs and assigns forever, One fourth part of a share or Propriety in West Jersey aforesaid, together with all and singular the Royalties etc. . . . and the appurtenances thereto belonging, as the same is in part divided, and in like manner as the same was, or is known, or hereafter shall be made known, by due metes and bounds, or otherwise to belong to the said Fourth part of the said share or Propriety as yet undivided **To have and to hold** the said Fourth part of a share or Propriety in West New Jersey aforesaid as the same is in part divided, and the remainder now undivided, and which hereafter shall be divided, and with all the Royalties etc. . . . to the sole use and behoof of the said William Biddle and Sarah his wife, their heirs and assigns forever. . . .

In witness whereof the said Joseph Helmsley hath hereunto set his hand and seal the day and year above written.

JOSEPH HELMSLEY [SEAL].

Sealed and delivered in the presence of

SILVESTER STARMAN,

WILLIAM ELLIS,

TRUTH BARWICK,

PAR : PEWSON.

November 20th, 1693. Recorded the Conveyance within written in the Public Records of ye Province of West New Jersey, Folio 353 & 354, Lib. B.

P. me

THO : REVELL,

Secy. & Recy.

May the 5th 1737. A warrant was granted for the fifth Dividend—Land herein contained.

SAM^L SCATTERGOOD,

Clerk.

No. 8.—DEED, SAMUEL CLAY TO WILLIAM BIDDLE.

[August 22, 1684.]

This Indenture made the two and twentieth day of August in the six and twentieth year of the sovereign Lord Charles the second, by the grace of God, of England, Scotland, France and Ireland, King, Defender of the faith, **Between** Samuel Clay, of Lawrence pountney's Lane, London, Merchant of the one part, and William Biddle of Burlington, in West New Jersey, in America, Cordwainer, of the other part, **witnesseth**, that the said Samuel Clay, for and in consideration of the sum of Forty and five pounds of lawful money of England to him in hand paid before the sealing and delivery of these presents, the receipt whereof he doth hereby acknowledge, and thereof and of every part thereof, doth acquit, Release and discharge the said William Biddle, his heirs, executors and administrators forever by these presents **hath** granted, bargained, sold, Released and confirmed, and by these presents doth grant, bargain, sell, Release and confirm unto the said William Biddle, all of one undivided sixth part of one undivided hundred part, share or Propriety of the tract of land called, and now going by the name of West New Jersey in America, with all and singular the woods, etc. . . . All of which premises are now in the actual possession of the said William Biddle by virtue of a lease for one year to him made of the same by the said Samuel Clay, bearing date the day before the date of these presents, and also by virtue of the Statute for transferring of uses into possession : **To have and to hold** all the said undivided sixth part of one undivided hundred part, share or Propriety of the said tract of land, and all other the premises with the appurtenances unto the said William Biddle and his heirs, to the only proper use and behoof of him the said William Biddle, his heirs and assigns forever, and to no other use, intent or purpose; **And** the said Samuel Clay, for himself and his heirs, all and every, the said undivided sixth part of one undivided hundred part and premises hereinbefore mentioned to be hereby granted and conveyed, and every part and parcel thereof with all commodities and appurtenances unto the aforesaid William Biddle, his heirs and assigns, to his and their own proper use and uses against him the said Samuel Clay, and his heirs, and against

all other person or persons lawfully claiming or to claim by, from or under him, shall and will warrant and forever defend by these presents. . . . **In witness** whereof the parties above said to these presents interchangeably have set their hands and seals the day and year first above written.

SAMUEL CLAY [SEAL].

Sealed and delivered in the presence of

JAMES GIBSON,
EDMUND BIDDLE,
RICHARD TOWNE.

Received the day and year within written the sum within mentioned in full consideration of the purchase money for the lands and appurtenances within mentioned

SAM^L CLAY.

May the fifth 1737. A warrant was granted in full for the fifth Dividend Lands.

SAM^L SCATTERGOOD,
Clerk.

No. 9.—DEED, THOMAS HUTCHINSON, OF TALBOT COUNTY, MARYLAND, TO WILLIAM BIDDLE, OF MOUNT HOPE, N. J.

[May 20, 1686.]

This Indenture made the twentieth day of the Third month called May, in the year of our Lord according to the annotation now used in England, One thousand six hundred, eighty and six **Between** Thomas Hutchinson of Talbot County, in Maryland of the one part, and William Biddle of Mount Hope in the Province of West Jersey, yeoman, of the other part **witnesseth** that the said Thomas Hutchinson for the satisfying and discharging of the sum of Eighty pounds and six Shillings of current money of old England from the said Thomas Hutchinson to the said William Biddle due and owing, Hath granted, bargained and sold, aliened, enfeoffed and confirmed, and by these presents doth fully, clearly and absolutely grant, bargain and sell, alien, enfeoff and confirm unto the said William Biddle, his heirs and assigns forever, One quarter part, or One full fourth part (in four parts to be divided), of one of

the three ninetieth parts of all that westernly part, share or portion, and of all that and those other part and parts, share and shares, portion and portions of the Tract of Land called West New Jersey, and all and every the Mines, etc. . . . and also all the estate, right, title, etc. . . . and demand whatsoever of him the said Thomas Hutchinson in Law and Equity ; either of them, of, in or unto the same, or any part or parcel thereof: And the Reversion and Reversions, etc. . . . which said Quarter part or Fourth part of one of the Three ninetieth parts, hereby granted, bargained and sold is part of the share or Tract of land purchased of William Penn, Gawen Lawrie, Nicholas Lucas and Edward Byllinge, by virtue of indenture of Lease and Release, bearing date the last day of February and first day of March in the year of our Lord 1676, and made between the said William Penn, Gawen Lawrie, Nicholas Lucas and Edward Byllinge of the one part, and the said Thomas Hutchinson (party to these presents), Thomas Pierson, Joseph Helmsley, George Hutchinson and Mahlon Stacy of the other part ; **To have and to hold** the said Quarter part or Fourth part (in four parts to be divided) of one of the aforesaid Three ninetieth parts of all that the said Tract of Land called West New Jersey, and all and singular, other the premises hereby granted, bargained and sold, and every part of their appurtenances unto the said William Biddle, his heirs and assigns forever ; To the only proper use and behoof of him the said William Biddle, his heirs and assigns forevermore : **And** the said Thomas Hutchinson for himself, his Heirs, Executors and Administrators doth hereby Covenant, etc. . . .

In witness whereof the said party first above named to this present Indenture hath set his hand and affixed his seal the day and year first above written, 1686.

THO : HUTCHINSON [SEAL].

Signed, sealed and delivered in the presence of

JAMES MARTIN,

ALICE HUTCHINSON.

This Deed was acknowledged before

GEO. HUTCHINSON,

JAMES BUDD,

Justices.

and entered into ye Records of ye Province of West Jersey in
Page 91 of Book B, by me

THO: REVELL,
Recorder.

May the fifth 1737. A warrant was granted for the full contents of the within Deed for the fifth Dividend of Lands.

SAM^L. SCATTERGOOD.

No. 10.—DEED, ROBERT STACY, JOHN HART, RICHARD WHITFIELD, THOMAS FAIRMAN AND CHARLES PICKERING, EXECUTORS OF ANNA SALTER TO WILLIAM BIDDLE.

[November 10, 1691.]

This Indenture made the tenth day of November, in the year of our Lord, according to English Account, One thousand six hundred ninety and one, **Between** Robert Stacy of Philadelphia, John Hart of the same, Richard Whitfield of Tawcony, Thomas fairman of Shackamackson, Charles Pickering of Philadelphia, all within the province of Pennsylvania, Exrs. of the last will and testament of Anna Salter, late of Tawcony aforesaid, widow deceased, on the one part, and William Biddle of Mount Hope in the County of Burlington, in ye Province of West New Jersey, Merchant, on the other part. **Whereas** the said Anna Salter in her lifetime by her last Will and Testament, bearing date the seventh day of November, Anno 1688, did make and ordain the said Robert Stacy, John Hart, Richard Whitfield, Thomas fairman, and Charles Pickering her Exrs. by her last Will, and (amongst other things) did Impower her said Exrs. or any survivor of them to sign, seal and execute lawful conveyances and assurances to such person or persons of such and so much land as she in her lifetime had to them respectively granted, sold or contracted for: **And whereas** it hath appeared to the said Exr^s. that the said Anna Salter in her lifetime, for and in consideration of a

competent and valuable consideration, did grant and sell unto the aforesaid William Biddle, his Heirs and Assigns forever, the Reversion of Two twelfth parts of a Propriety of land taken or to be taken up in the said Province of West New Jersey (after the first settlement or first dividend of and from the said Two twelfth parts of a Propriety taken or to be taken up). But that she, the said Anna Salter departed this life before the sealing and executing a legal conveyance of the same land to the said William Biddle, according to the said contract and bargain.

Now these presents witnesseth that according to the said power to the said Exr^s. remitted, and trust in them reposed as aforesaid, and for and in consideration of Five Hundred acres of Land in the said Province of West Jersey by the said William Biddle to the said Anna Salter in her lifetime theretofore granted, sold and contracted for, and by him the said William Biddle, at the sealing and delivering and delivery hereof to the said Exec^s. granted, etc. . . . They, the said Ex^{rs}. have granted, etc. . . . and by these presents do fully and clearly and absolutely grant, etc. . . . unto the said William Biddle, his Heirs and Assigns forever, the aforesaid reversion of Two Twelfths of a Propriety of Land in the said Province of West Jersey, to him the said William Biddle by the said Anna Salter in her lifetime so granted and sold as aforesaid; Together with all and every the Mines, Minerals, etc. . . . to the said Reversion of Two Twelfth parts of a Propriety belonging or in any wise appertaining etc. . . .

To have and to hold unto the said William Biddle etc. . . .

In witness whereof the said parties above named to these present Indentures have set their hands and seals the day and year first above written. (1691).

JOHN HART [SEAL].

RICHARD WHITFIELD [SEAL].

THOMAS FFAIRMAN [SEAL].

CHARLES PICKERING [SEAL].

Sealed and delivered by John Hart in the presence of Tho: Revell, May 9, 1692.

Tho: Revell, then attests to ye sealing and executing of ye Deed within by Rob^t. Stacy, John Hart, Thos. ffairman and Charles Pickering within named according to Law before me

JAMES MARSHALL.

May 26, 1692. Recorded ye deed within written in ye Records of ye Province of West Jersey in page 278 of book 33, by me

THO: REVELL,
Recorder.

May the fifth, 1737. A grant was granted in full of the fifth Dividend on Lands.

SAM^l. SCATTERGOOD,
Clerk.

No. 11.—DEED, WILLIAM BIDDLE, SEN^r., MERCHANT, OF MOUNT HOPE, COUNTY OF BURLINGTON, N. J., TO MORDECAI *Andrews* ~~ADAMS~~, FOR 480 ACRES OF LAND. DECEMBER 19, 1699.

[December 19, 1699.]

This Indenture made the nineteenth day of December, in the year of our Lord according to English account, One thousand six hundred ninety and nine **Between** William Biddle Sen^r of Mount Hope in the County of Burlington, within the Province of West New Jersey, Merchant, of the one part, and Mordecai Andrews, of the Township of Mansfield in the said County of Burlington, and Province aforesaid, yeoman, of the other part, **witnesseth** that the said William Biddle for and in consideration of the sum of Three score and ten pounds, and ten shillings of lawful silver money within the Province of West Jersey to him in hand paid by the said Mordecai Andrews at and before the sealing and delivery hereof, the receipt whereof he the said William Biddle doth hereby acknowledge, and thereof of every part and parcel thereof doth acquit, exonerate, release and discharge the said Mordecai Andrews, his Heirs,

Executors and Administrators, and every of them forever, by these presents hath granted, etc. and by these presents doth fully, clearly and absolutely grant, etc. . . . unto the said Mordecai Andrews, his heirs and assigns forever, Four hundred and thirty acres of land laid forth and surveyed to and for the said William Biddle at or near little Egg Harbour, within the Province of West Jersey aforesaid, as part of his shares of land in said Province; and also Fifty acres of land now taken up, or to be taken up, laid forth and surveyed within the said Province of West Jersey to and for the said Mordecai Adams, where the same is not before taken up and surveyed as the other part of the share or shares of land belonging to the said William Biddle in said Province as aforesaid; which said granted Two tracts of land contain in the whole, Four Hundred and Eighty acres of land, besides allowance for ways; Together with all and every the Mines, etc. . . . **To have and to hold** the said Four Hundred and Thirty acres, and the said Fifty acres of land, and all other the said granted and bargained premises; etc. . . . **And** the said William Biddle for himself, his heirs, executors and assigns doth covenant, etc. . . . with the said Mordecai Andrews, etc. . . . that he, the said William Biddle hath good right, full power, and lawful authority to grant, bargain, sell and confirm the said Four Hundred and Thirty acres, and the said Fifty acres of land, etc. . . . **And** also that he, the said William Biddle hath not wittingly or willingly committed, suffered or done any act, etc. . . . whereof the said granted and bargained premises, etc. . . . may be charged (other than the quit rents, thereout issuing unto our Sovereign Lord the King and his heirs or successors, and the arrears thereof, if any there be). **And** further, that he, the said William Biddle and his heirs shall and will at all and every time and times hereafter during the term and space of seven years next ensuing the date hereof at the request, cost and charges of the said Mordecai Andrews, his heirs and assigns, make, do and execute, etc. . . . so as the Person or Persons to whom such request shall be made be not compelled or compellable to travel, or go farther than to the town of Burlington aforesaid, for the making, doing or executing thereof. . . . **In witness** whereof the said parties first above named to this

present indenture hath set his hand and seal the day and year first above written.

William Biddle sen

[SEAL].

Sarah Biddle

[SEAL].

Scaled and delivered in the presence of us

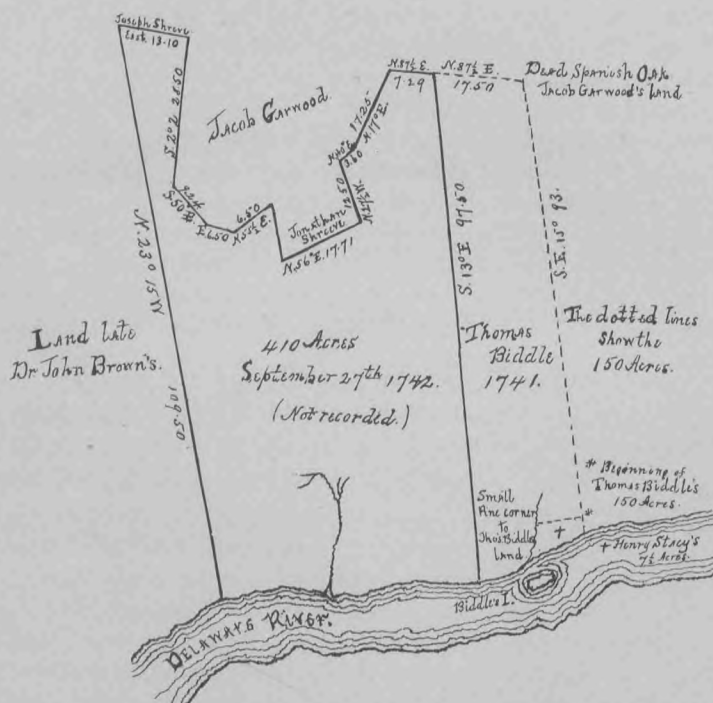
THO. REVELL,

MICHAEL BUFFIN + his mark.

MEMORANDUM.—The within granted land and premises are granted and conveyed, as within specified, by and with ye free and full consent of me, Sarah Biddle, ye wife of ye within named William Biddle, as witness my hand the day and year within written.

Witnessed by

[*This is not signed.*]



WILLIAM BIDDLE'S RESURVEY, September 27, 1742.

Title.—William Biddle, grandfather to the before-named William Biddle, located 500 acres of land, of which this is a part. William Biddle 1st conveyed to Henry Stacey $7\frac{1}{2}$ acres, and afterwards made his will, June 23, 1711, and gave said land to his son William and Lydia, his wife, for life, with remainder to his son William. William the son, and William the grandson, jointly conveyed to several persons 364 acres, and this resurvey is made of the remainder by William 3d, at the request of William 2d.

No. 12.—DEED OF WILLIAM BIDDLE SECOND, AND WILLIAM BIDDLE THIRD TO THOMAS BIDDLE, FOR THE HOMESTEAD AND 150 ACRES OF LAND AT MOUNT HOPE, N. J., FEBRUARY 3, 1741-2. *Original in possession of John Bishop, Columbus, N. J.*

[February 3, 1741]

This Indenture made the third day of February, Anno Domini One thousand seven hundred and forty one, forty two, in the fifteenth year of the reign of King George the second over Great Britain &c **Between** William Biddle of the Township of Mancefield, and County of Burlington, of the Western Division of the Province of New Jersey, Gentleman, and William Biddle, son of the aforesaid William Biddle, of the City of Philadelphia, in the Province of Pennsylvania, Gentleman, of the one part, and Thomas Biddle of the Township of Mancefield and County of Burlington aforesaid, Yeoman, of the other part. **Whereas** William Biddle, late of Mounthope, in the Township of Mancefield aforesaid, Father of the first mentioned William Biddle, and Grandfather to the second mentioned William Biddle, by force and virtue of sundry good conveyances or some other assurances in the Law duly had and executed became in his Lifetime lawfully seized in his Demesne as of Fee of and in a certain Messuage, Plantation and Tract of five hundred acres of Land scituate in the County of Burlington aforesaid and Comonly called or known by the name of Mounthope, and being so thereof seized in and by his last Will and Testament in writing, bearing date the twenty-fourth day of June Anno Domini, One thousand seven hundred and seven, did amongst other things Devise and Dispose of the plantation aforesaid in manner hereinafter following, that is to say, Also, I give devise and bequeath all that my Messuage, or Dwelling house, and Plantation whereon I now dwell, commonly called or known by the name of Mount Hope, with the five hundred acres of Land, and all the Hereditaments Improvements and Appurtenances whatsoever thereunto belonging unto my son William Biddle, and Lydia his wife for and during the term of their Natural Lives and the Life of the longer liver of them without Impeachment or

Waste, and from and immediately after the decease of the survivor of them, the said William and Lydia, then I give and devise my said Messuage, land and every of their appurtenances unto my Grandson William Biddle, the son of my said son William Biddle, and to the Heirs and Assigns of my said Grandson forever, as by the said Will duly proved and recorded in the Register General's office at Burlington appears. And the said William Biddle the Grandfather dyed of the said Estate seized as aforesaid, and the said Lydia Biddle is since also departed this Life; **And Whereas** the said William Biddle the Grandson together with Anne¹ his wife by their Indenture of Bargain and sale bearing date the twenty eighth day of November Anno Domini One thousand seven hundred and twenty four, for the Consideration therein mentioned, did grant bargain and sell the said Five hundred acres of Land (except as in the said indenture is excepted) after the Death of the said William and Lydia Biddle, his Father and Mother, and of the survivor of them to John Holme of the City of Philadelphia aforesaid Gentleman, which said Indenture is Recorded in the Publick Records of the Province of New Jersey in Lib. D. fol. 36 & 37, reference being thereunto had may more fully appear, **And Whereas** the said John Holme being so seized in the Inheritance of the said Estate (except as in the said Indenture is excepted), with Martha his wife, did by their Indenture of Assignment endorsed on the back of the last recited Indenture, bearing date the thirtieth day of August, Anno Domini, one thousand seven hundred and twenty six, for the consideration therein mentioned, grant, etc. . . . make over and confirm back

¹ This Anne, wife of William Biddle 3d, was Anne Newbold, eldest daughter of Michael and Rachel (Clayton) Newbold, born February 19, 1698-9; died November 20, 1729, and is buried in Christ Church ground. Her father Michael, the fourth son of Michael Newbold, the emigrant, came to America from Derbyshire, Eng^lnd, with his parents about 1680; married February 24, 1697-8, Rachel Clayton, of Shrewsbury, N. J., and died December 1, 1721.

In his will, which is dated November 29, 1721, and witnessed by William Biddle, mention is made of his daughter "Anne Beetle."

The baptisms of four of their sons are recorded at Christ Church between the years 1721 and 1729.

again unto the said William Biddle the Grandson, his heirs and assigns forever, all that the Inheritance of the said five hundred acres of Land with the Premises, hereditaments and appurtenances (except as in the first mentioned Indenture is excepted), which said Indenture of Assignment is entered on record in the Secretary's Office in Burlington in Lib. D., folio 238.

Now this Indenture Witnesseth that the said William Biddle and William Biddle Jun^r for and in consideration of the sum of Three hundred and fifty Pounds of good current lawful money of New Jersey to them or one of them in hand paid by the said Thomas Biddle, at and before the sealing and delivering of these presents, the receipt whereof is hereby owned, acknowledged by the said William Biddle and William Biddle Jun^r., and thereof and of every part and parcel thereof, as fully and freely acquit, exonerate, release and discharge the said Thomas Biddle, his Heirs, Executors and Administrators and every of them forever by these presents **have** granted etc. . . . unto the said Thomas Biddle his heirs and assigns one farm Plantation and Tract of Land, being part of the above recited Lands and Plantation, scituate in the Township of Mancefield aforesaid, which according to the survey thereof lyeth bounded in the following manner: **Beginneth** at the most North-westerly corner of the above recited whole Tract at the river Delaware, next to the Land formerly belonging to Henry Stacy, now Thomas Potts, and runs along by the said Potts's land Southeastwardly fifteen degrees ninety three chains to a dead Spanish oak for a corner to Land of Jacob Garwood, thence by the said 'rwood northeasterly Eighty seven degrees seventeen chains and a half to a Post for a corner, thence Northeasterly Fifteen degrees to a Pine corner at the river Delaware, thence down the said river the several courses thereof to the place of beginning, within which bounds is contained One hundred and Fifty seven acres and a half of Land; the seven acres and a half, being by the said recited William Biddle in his lifetime conveyed to Henry Stacey, so that there remains One hundred and fifty acres, together with all and singular, the Dwelling-house, outhouses, Buildings, orchards, etc., . . . and appurtenances whatsoever to the same belonging or in anywise apper-

taining, and also all the Estate, etc., . . . and Demand whatsoever of them the said William Biddle and William Biddle Jun^r. of into and out of the said granted Land and premises, or any part or parcel thereof, either in Law or Equity. **To have and to hold** the said piece, parcel, or tract of Land and Plantation as above bounded and described (except the seven acres and a half of Land already granted as aforesaid) and granted and bargained premises, and every part and parcel thereof with their and every of their appurtenances unto the said Thomas Biddle, his Heirs and Assigns. To the sole and only proper use, benefit and behoof of him the said Thomas Biddle, his Heirs and Assigns forever. **And** the said William Biddle and his Heirs, the aforesaid Farm, Plantation and Tract of Land as above bounded and described (except as is before excepted) with the Premises hereby granted, or mentioned to be granted with the appurtenances unto the said Thomas Biddle, his Heirs and Assigns, against him the said William Biddle and his Heirs, and against all other persons whatsoever lawfully claiming or to claim by, from, or under him, them, or any of them, shall and will warrant and forever Defend by these presents, **And** the said William Biddle Jun^r. and his Heirs, the aforesaid Farm, Plantation, and Tract of Land, as above bounded and described (except as is before excepted) and the Premises hereby granted, or mentioned to be granted with the appurtenances unto the said Thomas Biddle, his Heirs and Assigns against him the said William Biddle Jun^r and his Heirs, and against all other persons whatsoever lawfully claiming or to claim, shall and will warrant and forever Defend by these presents, **And** the said William Biddle for himself, his Heirs, Executors and Administrators, and the said William Biddle Jun^r for himself, his Heirs, Executors and Administrators, severally and not jointly, or one for another, or for the Act or Acts of another, do covenant, promise and grant to and with the said Thomas Biddle, his Heirs and Assigns, by these presents, that the said William Biddle and William Biddle Jun^r and their Heirs respectively shall and will at any time or times hereafter, during the space of seven years next ensuing the date hereof, at the reasonable request and proper cost and charges in Law of the said Thomas Biddle his

Heirs and Assigns, make execute and acknowledge any Act, Deed or Devise in Law whatsoever for the better and more perfect assurance and confirmation of the Premises hereby granted, or mentioned, or intended so to be, with the appurtenances unto the said Thomas Biddle, his Heirs and Assigns, as by him or them, or his or their Counsel learned in the Law shall be reasonably devised, advised, or required, **And** the said William Biddle, for himself, his Heirs, Executors and Administrators, and the said William Biddle Jun^r for himself, his Heirs, Executors and Administrators, severally, and not jointly, or one for another, or for the Act or Acts of another, but for their own several and respective acts only, do covenant, promise and grant to and with the said Thomas Biddle, his Heirs and assigns, by these presents, that they, the said William Biddle and William Biddle Jun^r have not either of them done or wittingly or willingly suffered any act whatsoever whereby the said premises hereby granted or mentioned to be granted, with the appurtenances, or any part of parcel thereof, are, is, shall or may be in any way impeached, changed or incumbered in Title, charge, Estate or otherwise.

In Witness whereof the parties first named in this Indenture have hereunto set their Hands and affixed their seals. Dated the day and year first above written. In the presence of

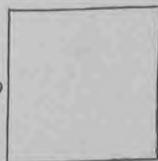
PETER IMLAY,¹

Wm Biddle



JOS. SCATTERGOOD,

Wm Biddle



¹ Peter Imlay was a brother-in-law of William Biddle third, having married his sister Lydia. He was appointed one of the Justices of the Quorum

Personally appeared before me, John Allen Esq^r, one of the Judges of the Supreme Court for ye Province of New Jersey, Peter Imlay, one of the witnesses to ye above written Deed, and made oath that he was present and saw Wm. Biddle and Wm Biddle Junior each of them sign, seal and deliver the same for ye uses above mentioned. Sworn before me this fifth day of November, anno Dom 1745.

JOHN ALLEN.

(On the back of the Deed is the following receipt in the handwriting of William Biddle, Jr.)

Received this third day of February, anno Domini, One thousand seven hundred and forty one two of the within named Thomas Biddle, the sum of Three Hundred and Fifty Pounds—it being in full for the consideration money within mentioned.

P. W^m BIDDLE.

Witnesses

PETER IMLAY,

JOS. SCATTERGOOD.

for the County of Burlington, March 28, 1749. John Imlay, presumably a brother, was appointed by the Governor one of the Judges of the Pleas for said County, December 21, 1757. There was also a William Imlay, probably another brother, who was appointed a Justice of the Peace, December 12, 1761.

Gilbert Imlay, the paramour of Mary Wollstonecraft in 1793, was, no doubt, a descendant of one of these brothers. He was born in New Jersey about 1750; became a Captain in the Revolutionary Army; emigrated to Kentucky, and thence went to Europe, where he met Mary Wollstonecraft in Paris. He was the author of two works which were published in London, viz.: "The Emigrants, or the History of an Exiled Family," a novel, 3 vols., 1793, and "A Topographical Description of the Western Territory of North America," second edition, 2 vols, 1797; the latter being a work highly spoken of.

We do not believe he was—at least we hope he was not—a descendant of Peter and Lydia (Biddle) Imlay, for although he appears to have been a man of ability, yet his treatment of Mary Wollstonecraft was base and despicable.

APPENDIX.

THOMAS BIDDLE.

It is supposed and believed by some of the descendants of Thomas Biddle, who married Rachel Groesbeck in 1704, that he was a mariner, as he was in Jamaica in 1702 with William Righton, son-in-law of William Biddle, as appears by his signature to his will in that year.

The following document is recorded in Book AAA of the Commissioners, Secretary of State's Office, Trenton, N. J., for a copy of which we are indebted to Commodore John J. Read, U. S. N. :

"EDWARD VISCOUNT CORNBURY, Captain General and Governor-in-Chief in and over her Majestie's Provinces, New Jersey, New York, and all the territories and tracts of land depending thereon in America, and Vice Admiral of the same etc. To Jeremiah Bass Esqr., Secretary of New Jersey. Greeting. You are hereby Required that you forthwith Prepare a Bill to pass under the Great Seal of this province Containing a Grant or Patent to Thomas Biddle to keep the Ferry betwixt the town of Burlington and Philadelphia, and you are therein to insert the prices allowed him to take, viz. : to such passenger in company from the feast of our Lady to the feast of St. Michael the Archangle for the summer half-year one shilling if single to hire the boat six shillings from the feast of St. Michael the Archangle to the feast of our Lady for the winter half year single seven shillings and eight pence in Company fifteen pence for every tunn of flower ten shillings six pence for every tun of Bredd nine shillings for every hogshead of Rum Molasses or Suger three shillings for every pipe of wine five shillings

for all barrolls one shilling p barrel for Load of Iron six pence p hundred beefs ten pence p hundred quarter for every hogg sheep or calfe ten pence for every bushle of wheat or sault three pence and you are to take care to take security for the due performance of the same. GIVEN under my hand and seale at Burlington this 11th. day of December, *Anno Reg. Reg. Anna Nunc' Angliae &c.* 3 & *Anno. Do.* 1704.

CORNBURY.

MARY (SCULL) BIDDLE.

We append a copy (with some changes in orthography) of a letter of Mary (Scull) Biddle to her sister Abigail Biddle. It is without date, but must have been written about the year 1778.

MRS. ABIGAIL BIDDLE

My Dear Abbe,

I was afraid you would get sick being so long on the water this time of year. I thank God you are better. Tommy should take the Bark and drink three or four Glasses of Red wine every day. Lydia and I were laid up several days with the fever. Polly was taken with it last night—has been very ill all day. I hope thee will be able to take the Bark to-morrow.

Charles arrived last Friday night and set off by daylight next morning for Reading. I expect him in Town next Sunday, and will let you know the Lowest price he will take for the two Negroes that are man and wife. I heard him say he would not part them.

I have a Letter from my poor Jacky¹—he is gone to Halifax.

¹ John Biddle, the second son of William (3d) and Mary (Scull) Biddle, was a Deputy Quartermaster in the Provincial Army, and afterwards a Collector of Excise in Berks County, Penna. He married Mrs. Sophia Boone. At the breaking out of the Revolution he was not in favor of a separation from the mother country, and adhered to the British service. In 1778 his property was confiscated and he was banished to New York, from whence he proceeded to Nova Scotia, where he died.

By an Act of Assembly of Pennsylvania, passed 21st of February, 1803,

The Commander-in-Chief has given him a Letter to the Governor to make him Deputy Surveyor, and allow him his Pay what he used to have, so my poor child will not be quite destitute. Lydia is taken with the fever and is ill.

Rachel Biddle says thee knows Charles negroes that were with Jo Wood and there is not better in this country.

I am My dear Sister with Love to Everybody

Yours,

MARY BIDDLE.

Everybody says one hundred gross is cheap.

“his real and personal estate not seized or disposed of on account of the public was vested in his widow and children in the same manner as if he had died intestate since April 10, 1794.”