

Deed, DE, New Castle, SWITHIN CHANDLER to SAMUEL MILNER 1737

This indenture made the 10th day of March in the 11th year of the reign of George II of Great Britain & c. King Anno Domini 1737

BETWEEN **SWITHIN CHANDLER** of Christiana hundred in the county of Newcastle upon Delaware, Yeoman, and an his wife on the one part and **SAMUEL MILNER** of whelming town in the hundred aforesaid, Yeoman, on the other part.

WHEREAS **WILLIAM PENN** Esquire and proprietary and governor in Chief of the province of Pennsylvania and territories they're onto belonging, late deceased, in and buy a certain patent or instrument under the hands of his commissioners of property and Great Seal of the said Province, did for the consideration there in mentioned Grant unto one **JOSEPH WILLCOX** [**WILLCOX**] and **JOHN MOORE** to certain pieces or Parcels of land situate, lying, and being in the county of Newcastle aforesaid, the one of them:

Beginning at a corner marked Hickory standing by Rattlesnake Creek near one of the lines of **CHRISTIANA STALCOP's** land; thence N 77 degrees W 34 perches to a corner Black Oak of **TIMOTHY STEDHAM's** land; thence N 27 degrees W by the said **STEDHAM's** land 121 perches to a corner Poplar tree; thence S 66 degrees W 5 perches to a corner Black Oak; S 20 degrees W by a line of trees 154 perches to a corner marked White Oak of **CHRISTIANA STALCOP's** land; thence along the said land and the same course 100 perches to a corner marked Red Oak; thence S 53 degrees E 27 perches to a corner marked Spanish Oak; N 13 degrees E 35 purchase to a corner marked post; thence N 27 degrees E 40 purchase to a corner stake of **CHARLES PICKERING's** land; thence NE by E by the said **PICKERING's** and **STALCOP's** land, 138 perches to the place of beginning.

Containing 85 acres of land.

AND the other piece likewise by do metes and Bounds to hold to them the said **JOSEPH WILLCOX** and **JOHN MOORE** their heirs and assigns forever paying their for yearly from the first day of March then next ensuing the date of the said patent to the said proprietary, his heirs and successors, upon the first day of March and every year forever thereafter at the town of Newcastle one bushel of good merchantable winter wheat for every hundred acres and so proportionately or value thereof in coin, current as in and by the said recited patent bearing date the 28th day of August Anno Domini 1706 and recorded in the roles office at Philadelphia in patent book a volume 3 page 346 & c. may further appear.

AND whereas by a certain indenture bearing date the 28th day of January Anno Domini 1715 made or mentioned to be made between the said **JOSEPH WILLCOX** of the one part and the said **JOHN MOORE** on the other part it is witnessed and agreed by and between the said **JOSEPH WILLCOX** and **JOHN MOORE** that no benefit should be had nor taken by survivorship if either of them of, in, or two the aforesaid two parcels of land or any of them as, in, and by the said indenture any further appear by force and virtue of which said patent and indenture or some other good, conveyance, and assurance in law duly had and executed the said **JOSEPH WILLCOX** and **JOHN MOORE** became lawfully seized in there demesne as of fee each of them of and in one full equal and undivided moiety or half part of the said to several tracks or parcels of land.

And whereas the said **JOSEPH WILLCOX** being so thereof seized died intestate.

Deed, DE, New Castle, SWITHIN CHANDLER to SAMUEL MILNER 1737

And whereas **ANN WILLCOX** the Widow and relict of the said **JOSEPH WILLCOX**, late of Philadelphia, merchant, deceased, and **JOHN BRIAN** of Philadelphia, baker, and **SARAH [BRIAN]** his wife, and **MATTHEW PHILIPS** of Bristol Township in the county of Philadelphia, Mariner, and an his wife (the said **SARAH** and **ANN** being the only surviving children of the said **JOSEPH WILLCOX** deceased) by their indenture of lease and release bearing date the 11th and 12th days of November Anno Domini 1726 for consideration therein mentioned sold and conveyed all and singular that their full moiety or equal undivided half part of and in the said two tracts of land unto the said **SWITHIN CHANDLER** his heirs and assigns forever.

AND whereas the said **JOHN MOORE** and **REBECCA [MOORE]** his wife by their indentures of lease and release bearing date the 14th and 15th day of December Anno Domini 1726 for the consideration, therein mentioned, sold and conveyed all and singular there a full moiety or equal undivided half part of and in the said two parcels of land unto the said **SWITHIN CHANDLER** his heirs and assigns forever as by the said to last recited convinces May further appear.

NOW THIS INDENTURE witnesses that the said **SWITHIN CHANDLER**, and an his wife, for and in consideration of the sum of £40 lawful current money of this government to them in hand paid at or before the ensealing and delivery of these presents by the said **SAMUEL MILNER** the receipt whereof they do hereby acknowledge and themselves there with fully satisfied, contented and paid and their of and of every part in parcel there of do hereby release, acquit, exonerate and forever discharge the said **SAMUEL MILNER** his heirs and assigns by these presents, have granted, bargain, sold, aliened, enfeoffed, and confirmed and by these presents to fully an absolutely grant, bargain, sell, alien, enfeoff, and confirm unto the said **SAMUEL MILNER** his heirs and assigns all and singular that their message, tract of land and plantation as above described and set forth by the course and distance and containing 85 acres of land as above.

TOGETHER WITH ALL and singular the houses, buildings, gardens, orchards, fields, fences, swamps, cripples, woods, under woods, waters, water courses, fishings, fowlings, huntings, hawkings, rights, liberties, privileges, ways, easements, profits, heredity and appurtenances to the same belonging or in any wise appertaining with the reversion and reversions, remainders, rents, issues, prophets thereof with all the estate, right, title, interest, property, claim and demand of them the said **SWITHIN CHANDLER** and an his wife of, in, and to the same with true copies of all deeds writings evidences and court rules touching or concerning the same to be drawn at the proper cost and charge of the said **SAMUEL MILNER** his heirs and assigns.

TO HAVE AND TO HOLD all and singular the said messuage, tract, of land and plantation as above described with all and singular other the premises hereby granted or mentioned to be granted with their appurtenances unto the said **SAMUEL MILNER** his heirs and assigns to the only proper use and behoof of the said **SAMUEL MILNER** his heirs and assigns forever, under the yearly quit rents here after a rising and becoming due to the chief Lord or Lords of the fee there of for the same.

AND further it is covenanted between the said parties that the said **SWITHIN CHANDLER** and his heirs all and singular the said messuage which tract of land and plantation as above described with all and singular the other premises hereby granted or mentioned to be granted with their appurtenances unto the said **SAMUEL MILNER** his heirs and assigns against him the said **SWITHIN CHANDLER** and and his wife and their heirs and against all and all manner of persons lawfully claiming or to

Deed, DE, New Castle, SWITHIN CHANDLER to SAMUEL MILNER 1737

claim by, from, or under him, her, them, or any of them, shall and will warrant and forever defend by these presents and that free and clear from all and all manner of other and former gifts, grants, bargains, sales, leases, releases, jointures, devisees, wills, entails, mortgages, judgments, executions, troubles, and encumbrances whatsoever heretofore by the said **SWITHIN CHANDLER** have been had, made, committed or done, the quit rents aforementioned only accepted and foreprized.

AND LASTLY that the **SWITHIN CHANDLER** and and his wife and their heirs and all other persons claiming any estate right or title of, in, or to the said premises or any part thereof by, from, or under him, her, them or any of them, at all times forever hereafter shall and will at the reasonable request, cost, and charges in the law of him, the said **SAMUEL MILNER**, his heirs and assigns make and do suffer, acknowledged, and execute all and every such other and reasonable act and acts, things, devices, and assurances in the law whatsoever for the further and more better assuring and sure making all and singular the said granted messuage which tract of land and Plantation with all in singular the other the premises hereby granted or mentioned to be granted with their appurtenances unto the said **SAMUEL MILNER** his heirs and assigns as by the said **SAMUEL MILNER** his heirs and assigns or by his or her or their counsel, learning in the law, she'll be reasonably advised, devised or required.

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

SWITHIN CHANDLER {seal}
ANN CHANDLER {seal, her mark}

Sealed and delivered in the presence of

THOMAS CHANDLER
JONATHAN LANGLEY

Acknowledged in the court of common pleas held for the county of Newcastle in August term 1740 witness my hand and seal of the county of for said

DAVID FRENCH, Prothonotary

11th of November 1738 then appeared before me **ANN CHANDLER** and acknowledged her hand and seal to the within deed and that she did it of her own free will and not buy any compulsion of her said husband which acknowledgment was taken before me the day above said.

JOHN RICHARDSON

December 1st 1740 recorded by

Deed, DE, New Castle, SWITHIN CHANDLER to SAMUEL MILNER 1737

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Transcribed from original documents by Brent R. **BRIAN** & Martha M. **BRIAN**.

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