

11 July 1691 Deed from R. Turner, Tittery et al. all land & lease to A. Robeson and C Sanders

The 1691 Deed covers the both the unexpired term of the 101 year lease of “fifty and a half acres,” and it includes the “Saw and Corn Mills”¹ on the western bank of Wissahickon Creek² within the 500 acres owned by Robert Turner.

The partial transcription of this 1691 deed focuses on the sections that speak to the existence of the Mills that Tittery, Townsend, et al., built while they leased the fifty and a half acres land from “...the nineteenth Day of June 1686...” to the date of this deed in 1691.

The deed is a bit complicated as the Landowner, Robert Turner, first leased the 50.5 acres to Joshua Tittery, who then formed partnerships with Richard Townsend and John Tyzache, and the leases are terminated within this deed. Before this date and sale of both the full 500 acres and the unexpired lease, Andrew Robeson Sr. and Charles Sanders purchased a half share of the 50.5 acre lease (8 Nov 1690). So, Andrew Robeson Sr. and Charles Sanders, on this date, bought out the other half of the lease (Tittery, Townsend & Tyzache) and the full 500 acres from Robert Turner.

The roles and/or rights of these four others named in the indenture are yet to be determined: “...Robert Ewer, Thomas Tresse, of the same place, Merchants, and William Preston of the same county, **Mason**,... with consent of Patrick Robinson...”

Transcription Notes: The full Deed follows the transcription. Some paragraph breaks have been added to ease reading; the original text has very few periods or commas. Otherwise, the original punctuation is followed unless it hinders reading for content: some commas were added in the current writing style, but many words are left Capitalized as in the original. Names are spelled as written in the Deed. Some additions added in italics added to also ease reading; the full Deed is in the Appendix. Sections in bold address the existence of two or more Mills and their uses given the tools and Millstones: Saw, Corn, and Iron mill works (iron mill works likely for stamping-out nails).

11 July 1691

Deed Robt Turner & al Attorneys for John Tyzack

This indenture made this 11th day of the 5th month July¹, in the third year of the reign of William and Mary, King and Queen of England, Anno Domi 1691, between Robert Turner of the town and county of Philadelphia in the province of Pennsylvania, with American merchant Joshua Tittery of the said place, Broadglass maker, **with consent of Richard Townsend of the said place, millwright**, and Robert Ewer, Thomas Tresse, of the same place, Merchants, and **William Preston of the same county, Mason**, attorneys for and in name and behalf & for the Proper use and behalf of John Tysacke of London, in the Kingdom of England, also Broadglass maker, with consent of Patrick Robinson, of the said place, **all of the one part** and Andrew Robeson and Charles Sanders, both of the same place, Merchants, of the other part.

Witness that whereas William Penn, proprietor and governor of the said province, by his letter Patents, under his hand and seal dated the 24th of 4th month 1684, did give grant and confirm to the said Robert Turner, his heirs and assigns therein mentioned, a certain tract of land in the said county called Shomack [sic] Park.

Beginning at a corner marked (*by a*) Spanish Oak standing by the Skoolkill [sic] River, from hence East North East by Philadelphia Liberties four hundred and seventy perches to a corner marked White Oak, from hence North West and by North by the Germantown one hundred fifty and three perches to a corner marked stake from there southwest five hundred and twenty-five perches to a corner marked **Birch standing** by the Schuylkill River then down said river on several courses to the first mention Spanish Oak containing Five

¹ See 4 April 1691 Indenture Josuha Tittery to John Tyzache, referencing Robert Turner having previously assigned fifty and a half acres to Tittery and said Tittery formed a “Copartnership” with Richard Townsend 25 March 1689.

² The leased 50.5 acres being part of the/laying within the “...five hundred acres of land called Shomack Park...”

Hundred acres of Land as the said **recorded** in the office of Rolls and public register at Philadelphia the twenty-ninth of the **5th month 1684** ... more... and whereas the said Robert Turner by his seal indentured under his hand and seal did demise, and to farm, lease to the said Joshua Tittery, and his heirs and assigns, 50 acres and a half of the said 500 acres of land as part and parcel they're of situate (*tbd*) being and bounded in manner they're in mentioned with all its improvements and appurtenances from the **nineteenth Day of June 1686**, which is the Date of the said Lease for one hundred and one years under the yearly rent therein expressed and payable at the fixed terms therein mentioned during the said term.

As in the same indenture of lease containing several other mutual clauses and covenants therein which are held as fore in expressed more at length in contained.

And whereas the said Joshua Tittery, by an indenture pact between him and the said Richard Townsend, under their hands and seals dated the 29th January 1686, did bargain and agree for them and their heirs and assigns from the day of the date thereof, to the full end and term of the said lease, **to be partners** in and upon the said fifty and a half acres of land, and equally to pay the rent and equally to bear the charge of building the mill Mills (*sic phrase "mill Mills" with no comma between the words*) or the improvements that they, or Heirs above written, should agree to make and equally to divide the profits and bear the Leases, as in the same containing some clauses therein more at large is expressed.

And there whereas the said Joshua Tittery and Richard Townsend, by their indentures under their hands and seals have sold and conveyed the said Joshua Tyzacke, his heirs and assigns, for during an unto the full end & term yet to come and unexpired of the said Lease, one full and equal third part (the whole having been in three parts equally divided) of the said fifty and half acres of Land leases and premises, and of all the tilled Land, Houses, **Saw and Corn Mills**, and all of the Iron and Timber Work Millstones, Tools and improvements then belonging or intended to belong and then provided, or intended to be provided for the mills aforesaid, and all Timber and wood, Sawed and unsawed, under the said John Tyzacke and his payment of the rents, duties and covenants in the said first Lease mentioned,

And whereas it is in the said indentures mentioned that the said Joshua Tittery, Richard Townsend and John Tyzacke have entered and did enter into a joint co-partnership in the said 50 1/2 acres of Land, for during and unto the full end and term yet to come, and yet expired of the said one hundred and one years for the Tillage of Land, Building of houses, building and management of Saw or Corn Mills, or any other Mill or mills, or any other improvements whatsoever upon that said fifty acres and a half of Land premises or aforesaid, or any parts or Parcell [sic] thereof in manner in the said Tripartite Indentures of the co-partnership mentioned, and which bear date the twenty fifth day of March 1689 as the said the Indentures tripartite containing therein, diverse other mutual clauses, covenants, articles, Conditions, Privileges, Limitations and Restrictions more fullie [sic] and at large is expressed.

And whereas the said Joshua Tittery by his deed under his hand and seal dated the eight day of November 1690, did with the consent of the said Richard Townsend, Witnessed by his being party there to for the consideration therein mentioned, grant alien, bargain, sell, (*tbd*), confirmed demise and assign to the said Andrew Robson and Charles Sanders, their ... heirs and assigns, equally between them, one full just and equal and undivided Moitie^s & half part of said fifty and half acres of Land, leases and premises with the half of **all the tilled Land, Improvements, Houses, Saw and Corn Mills, and of all the Iron Work, Timber work Millstones and Tools and improvements**, then belonging or intended to belong unto then provided or intended to be provided for the mills aforesaid **and all the other Timber and Wood, sawed or unsawed**, for during and unto the full end of the term yet to come and yet expired...."

Transcription stopped on page 3 near the bottom of the old transcription (not page 3 original document); legalize with no references to land or Mills for John Tyzache added to partnership in 1690, by which time the saw and corn mills were already built (in next transcribed section):

and yet unexpired of these One hundred and
one years and that under the respective Rents Cov-
nants Provisions conditions Restrictions and
Limitations therein expressed as the same More
ample parts And whereas the said Joshua
Sillery by his Deed under his Hand and Seal
the fourth Day of April 1690 did for the con-
sideration therein mentioned grant alien
bargain sell enfeof and conjoint demise
and assign to the said John Tyzacke his

John Tyzacke became 3rd 'partner' in 1690:

...and assigned to the said John Tyzacke hissixth part of all the tilled land improvements houses, **Saw and
Corn mills** and all of the iron and timber works millstones tools and improvements their belonging or intended
to belong...(repeats parts just above in bold above as his share was less than others)

See page six, two thirds of the way down for remainder of the Deed.

Remainder Not transcribed as all repetitive legalize with no new references to the land or Mills.

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<p>Deed Robt. Turner & al Attornies for John Tyzack</p>	<p>This indenture made this Eleventh Day of the Fifth mo July in the Third Year of the Reigon of William and Mary King and Queen of England Anno Domi 1691 Between Robert Turner of the Town and County of Philadelphia in the Province of Pennsylvania in America Merchant Joshua Dittory of the said place Broadglass maker with Consent of Richard Townsend of the said place Millbright and Robert Ever Thomas Tres of the said place Werts and William Preston of the said County Masow Attornies for and in name and Behalfe for the Proper Use and Bechoofe of John Tyzacke of London in the Kingdom of England also Broadglass maker with Consent of Patrick Robinson of the said place all of the one part And Andrew Robeson & Charles Sanders both of the said place Werts of the other part Witnesseth That Whereas W^m Penn Proprietor and Governour of the said province by his Letters Patents under his Hand and Seal dated the Twenty Fourth of the fourth mo 1684 did give grant and confirm ^{to the} to the said Robert Turner his Heir and assigns ^{the} a certain Tract of Land in the said County called Shomack Park Beginning at a corner marked Spanish Oak standing by the Skoolkill River from Thence East North East by Philadelphia Liberties Four Hundred and seventy perches to a corner marked White Oak from Thence North West and by North by the Germantowne One hundred fifty and three Perches to a Corner marked Stake from Thence South West Four Hundred Twenty and Four perches to a corner marked Burch standing by the Skoolkill River Then down the said River on several courses to the first mentioned Spanish Oak Containing Five Hundred Acres of Land as the same Recorded in the office of Rolls and publick Register at Phila delphia the twenty ninth of the fifth mo 1684 fol 13 more ample Proparte And whereas The said Robert Turner by his seals Indented under his Hand and Seal</p>
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did demise and to have let to the said Joshua Tittery his Heirs & assigns fifty acres and a half of the said five hundred acres of land as part and parcel thereof situate lying being and bounded in manner therein mentioned with all its improvements and appurtenances from the nineteenth Day of June 1686 which is the Date of the said lease for one hundred and one years under the yearly Rent therein expressed, at the rate terms there in mentioned during the said term as in the same indentures of Lease containing severall other mutual clauses and covenants therein (which are held as fore in effect more at length contained) And where as the said Joshua Tittery by an indenture past between him and the said Richard Townsend under their hands & Seals dated the 29th January 1686 did bargain and agree for them their Heirs & assigns from the Day of the Date thereof to the full end and term of the said lease to be partners in and upon the said fifty and a half acres of land and equally to pay the rent and equally to bear the charge of building the mill Mills or other improvements that they or their executors should agree to make and equally divide the profits and bear the losses as in the same containing some other clauses therein more at large is expressed And where as the said Joshua Tittery and Richard Townsend by their indentures under their hands and seals have sold and conveyed to the said John Tygache his Heirs and assigns for during and unto the full end & term yet to come and enjoyment of the said lease one full and equal third part (the whole having been in three parts equally divided) of the said fifty and a half acres of land leases and premises and of all the tilled Land Trees Saw and Corn Mills and of all the Iron and Timber Work Mill stones Tools and implements then belonging or intended to belong and then provided or intended to be provided for the mills aforesaid and of all Timber and wood Sawed and unsharpened under the said John Tygache his payment of the Rents duties and covenants in the said first lease mentioned And where as it is in the said indentures mentioned that the said Joshua Tittery Richard Townsend and John Tygache have entered and did enter into a joint partnership in the said fifty and a half acres of land for during and unto the full end and term yet to come and enjoyment of the said one hundred and one years for the tillage of Land building of houses building and management of Saw or Corn Mills or any other mill or mills or of any other improvements what so ever upon the said fifty acres and a half of land premises aforesaid or

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any part or Parcel thereof in manner in the said
Tripartite Indentures of Copartnership mentioned
and which bear date the twenty fifth Day of March
1689 as the said Indentures tripartite containing
therein diverse other mutually Clauses Covenants
articles Conditions Privileges Limitations and
Restrictions more fullie and at large ex-
pressed And whereas the said Joshua Tittery
by his Deed under his Hand and Seal dated the
Eight Day of November 1690 did with the consent of
the said Richard Townsend Witnessed by his being
partie there to for the consideration therein men-
tioned grant alien bargain sell enfeof con-
form demise and assign to the said Andrew
Robson and Charles Sanders their respective Heirs
and assigns equalle between them one full just
and equal and undivided Moite & halfe part
of the said fifty and a half Acre of Land Leases
and premises with the half of all the tilled Land
Improvements Houses Saw and Corn Mills and
of all the Iron Work Timber worke Millstones
Tools and implements belonging or intended to
belong unto them provided or intended to be pro-
vided for the Mills aforesaid and of all other
Timber and Wood Sawes or usawes for during
and unto the full end and term yet to come
and yet unexpired of these One hundred and
one years and that under the respective Rents Cov-
nants Provisions Conditions Restrictions and
Limitations therein expressed As the same more
amply appears And whereas the said Joshua
Tittery by his Deed under his Hand and Seal
the fourth Day of April 1690 did for the con-
sideration therein mentioned grant alien
bargain sell enfeof and conform demise
and assign to the said John Fygecke his
Heirs and assigns one full equalle and un-
divided sixt part of the said fifty and a
halfe Acre of Land Leases and premises
with the sixt part of all the tilled Land
Improvements Horses Saw and Bond Mills
and of all the Iron and Timber worke
Millstones tools and implements then belonging or
intended to belong unto them provided or intended
to be provided for the Mills aforesaid and of all
other Timber or Wood Sawes or usawes for du-
ring and unto the full end and term yet to come
and unexpired of the said one hundred and
one years and that under the respective Rents Cov-
nants Provisions Conditions Restrictions and Limitations
therein expressed as the same more at large also appears
Now these Respective Indentures Witness that for and in
consideration of the sum of three score pounds full Schoe
Monie of the said Province well and paid by the said Andrew
Robson & Charles Sanders to the said Richd. Ever Thomas Chess and

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William Preston and Joshua Tittery Attornies for
and in name behalfe and for the proper use and
Behoefe of the said John Tyzacke his Heirs and
assigns (for the said John Tyzacke his one
third and one sixth which is one just and
equall moitie and half part of the said
fifty and a half Acre of Land Mills Imple-
ments and premises during the years yet to
come and unexpired of the said Leases) he
receit whereof the said Attornies doe hereby
acknowledge and thereof and in Name and
behalfe aforesaid doe acquitt and discharge
the said Andrew Robison & Charles Sanders their
next Heirs eters and assigns for ever by these
p^{tes} that they the said Attornies do by advise by
a letter direct from the said John Tyzacke to the
said William Preston to buy or sell with con-
sent of the said Patrick Robinson have granted
aliene bargained sold enfeoffed demised
assigned transferred and made over and
by these p^{tes} doe grant bargain sell enfeoffe
demise assign transfer and make over to
the said Andrew Robison and Charles Sanders
their next Heirs and assigns equally between
them all his the said John Tyzacke his Right
Title interest use possession property claim
& Demand what so ever in and to his said
one third and one sixth which is one just
and equall moitie and halfe part of the
said fifty and a halfe Acre of Land of
Land Mills Implements and premises with
all the writings relating there to to have to hold
to them the said Andrew Robison and Charles
Sanders their next Heirs eters assigns and
assigns equally between them for during
and unto the full end said term yet to come and un-
expired of the said one Hundred and one years mentioned
in the Leases abovesaid and that under their the
said Andrew Robison and Charles Sanders and their
next Heirs eters their payment of their proportionall
part of the yearly Rents and their performance of the other
Duties and particular Covenants in the said Leases
and indentures of Co partnership mentioned to be
performed by the said John Tyzacke to the said
Robert Horner and in and to all the Clauses Covenants
Articles Restrictions Conditions and Limitations
therein contained Concerned in favor of the
said John Tyzacke and their abovesaid written
and the said Attornies in name and behalfe
aforesaid do Covenant for the said John Tyzacke
and his abovesaid written to warrant the said assignment
of the said Leases and indentures of Co partnership during the years
yet to come and unexpired of the said one Hundred and one years
to them the said Andrew Robison and Charles Sanders next Heirs eters

then ret^{ive} Heire and assigns, the said John
Stygache & his Heire and assigns as also ag^{ainst}
all others claiming by from or under him them
or any of them or by his Heire or any of them
or their ret^{ive} Heire or assigns their means
private Consent or procurement shall and well
warrant and for ever defend by these Presents
And these presents Indentures do also
witness that for and in Consideration of the
Sum of one hundred and five pounds law-
ful ^{money} of the said Province in Hand paid
by the said Andrew Robeson and Charles San-
ders to the said Rob^t Turner the receipt where-
of the said Robert Turner doth hereby acknowledge
and there of doth acquit and discharge the
said Andrew Robeson and Charles Sanders
their ret^{ive} Heire Executors for ever by
these parts He the said Robert Turner hath
granted aliened bargained sold enfeoffed
enfeoffed and confirmed and by these parts
doth absolutely grant ^{alien} bargain sell enfeoff and
confirm to the said Andrew Robeson and Charles
Sanders equally between them each one an
equal mo^{rtie} in quantity and quality of the
said first above recited whole five hundred
Acres of Land called Shomack Park situate lying
and being in manner above recited (excepting forth
there of the said fifty and a halfe Acres of Land by
the said Rob^t Turner Demised to the said Joshua
Tittery for the said term of one hundred and
one year and to which the said Andrew Robeson
and Charles Sanders have now right in manner
above mentioned with all the rights members ^{improvements} and
appurtenances what so ever of the said five hundred
Acres of Land (excepting as is above excepted) held used
and enjoyed therewith or r^{elated} as any part
of the same and the reversions Remainders
Rents and profits thereof and all the Estate
Right Title Interest use possession property claim and
demand what so ever of the said Robert Turner his and
to the said Land and premises (except as is
above excepted) and all Deeds Grants
Charters Surveys Returns Letters patents
and other evidences & writings concerning
the said premises (except as is above excep-
ted) all which are situate lying and
being in the said County and are now
(except as is above excepted) in the posses-
sion of the said Robert Turner by Virtue
of the ^{letters} above recited As also he the
said Robert Turner hath granted
aliened bargained sold enfeoffed
and confirmed and by these parts
doth absolutely grant alien bargain ^{sell} enfeoff and

confirm to the said Andrew Robeson and Charles Sanders equallic betwixt them each one an equall moitie, all his right Title and interest in and to the yearly rent mentioned in the said indentures of lease given by the said Robt Turner to the said Joshua Tittery and past betwixt them during the years of the said lease both by past and yet to come and unexpired Resting Due and in and to all other Writs clauses and covenants therein expressed conceived in favours of the said Robert Turner & his Heirs and assigns & in and to all and singular the Reversion & Reversions Remainders and Remainders of the said fifty and a half Acres of Land after the expiration of the said lease and in and to the fee simple and Estate of Inheritance of the said fifty and a half Acres of Land Houses and Mills there or to be built after the expiration thereof to them the said Andrew Robeson and Charles Sanders equallic betwixt them after the expiration of the said term of one hundred and one years together with all the benefit of the said lease from the Day of the Date here of to the full end and term of the same and in and to the which lease and all and singular the clauses Covenants Articles and conditions therein contained Hee the said Robert Turner doth hereby assign the said Andrew Robeson and Charles Sanders equallic betwixt them each one an equall moitie and to their next Heirs and assigns forever to have and to hold the said five hundred Acres of Land (except as is above excepted) and the said fifty and a half Acres of Land as part and parcel thereof as also all the benefit profit and advantage of the said lease during the term yet to come and unexpired of the said one hundred and one years with the reversion thereof and all the articles clauses and covenants therein contained conceived in favours of the said Robert Turner his Heirs and assigns with all and singular its appurtenances and appurtenances requisite and premises to them the said Andrew Robeson and Charles Sanders equallic betwixt them their Heirs and assigns and to the only use and behoofe of the said Andrew Robeson and Charles Sanders equallic betwixt them each one an equal moitie thereof and their next Heirs and assigns for ever (excluding) and hereby excluding survivorship & all benefits there of in law or equity for a term and under the yearly Rent for the same to become due to the Chief Lord of the soil of the said five hundred Acres of Land and premises and the said Robert Turner doth Covenant for him and his assigns written that they the said assignee and Deed of Sale of the said five hundred Acres of Land (except as is above excepted) and the said fee simple thereof to them the said Andrew Robeson and Charles Sanders equallic betwixt them

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and their above written (excluding servitude)
in the manner above written agree that the said
Rob^t. Turner and his Heirs as also all other
persons what so ever claiming by from or under
him and his Heirs or by his then or either
of them or their Heirs their means privity consent
or proviement shall and will warrant and
forever defend by these parts and that they the
said J^m. Gygache and Robert Turner neither have
not done nor suffered any act what so ever (excepting
the legs above mentioned granted by the said
Rob^t. Turner to the said Joshua Tittery his Heirs or
Assigns) whereby the said premises is or can shall
or may be by any means lawfuller impeached char-
ged or incumbered in any manner of way and
this indenture further witnesseth that the said
Rob^t. Turner hath constituted and by the Tenor
hereof doth constitute Blank in the original
to be his attorney to appear at the County Court of
Philadelphia and there in presence of the said
Court to declare acknowledge and deliver these
parts to the said Andrew Robison and Charles
Sanders or their certain attorney according to Law
in witness where of the said Rob^t. Turner for him-
self and the said Joshua Tittery Richard Turne and
Rob^t. Ever Thomas Gress W^m. Preston Attornies afore-
said to the said J^m. Gygache have to these present
indentures Caund to another of the same date tenor
and contents with these presents to the intent that
both the said Andrew Robison & Charles Sanders
may each ^{one} of them have one in their own cus-
tody and possession for their respective halves of the
premises) their Hands and seals interchange-
ably sett and putt this Day & Date above writ-
ten Joshua (Seal) Tittery Robert (Seal) Ever Robert
(Seal) Turner Thomas (Seal) Gress William
(Seal) Preston sealed & delivered by Rob^t. Turner
in p^t of us Henry Flower Pat^r. Robison sealed
and Delivered by Thomas Gress & Rob^t. Ever in
presence of us Jos. Pidgeon Tho. Dapwell sealed
but delivered by Joshua Tittery and W^m. Preston in
presence of us W^m. Robison Pat^r. Robison's
Received from the within Andrew Robison and Char-
les Sanders the within mentioned sum of one
hundred and five pounds consideration Monie wh^{ch}
expressed this eleventh Day of July 1691 by me Robert
Turner seal sealed and Delivered in presence
of us Henry Flower Pat^r. Robison's & Received
from the within Andrew Robison and
Charles Sanders the within mentioned
sum of fifty pounds consideration Monie
within expressed this eleventh Day of
July 1691 Robert Ever (Seal) Thomas
Gress (Seal) Joshua Tittery (Seal)
Pat^r. Robison (Seal) 5

Endorsed

Endorsed

Endorsed

This Indentures made this Eleventh day of the Fifth Month July.
Robert Turner of the town & County of Philadelphia in the Province
the said place Millwright, And Robert Sweet, Thomas Dress of the said
behooft of John Tyracke of London in the Kingdom of England also broad glass
of the said place Merts of the other part, Willnesseth That Whereas w^m Tyra
grant & confirm to the said Robert Turner his heirs & assigns therein mentioned a
from thence East North East by Philadelphia Liberties four Hundred & Seventy perches
Stake from thence West South West five Hundred twenty & five perches to a corner
Hundred acres of Land, As the same Recorded the Twenty Ninth of the fifth Mon
Leas Indented under his hand & Seal did demise & to farm Lett to the said Joshua T
therein mentioned, with all its Improvements & appurtenances from the Nineteenth
terms therein mentioned during the said term, As in the same Indentures of Leas
the said Joshua Tittery by an Indenture past between him & the said Richard Downy
to the full end & term of the said Leas to be partners in & upon the said fifty & a h
aboveswritin should agree to make & equalle to divide the profitts & bear the losse
by their Indentures under their hands & Seales have sold & conveyed to the said
having been in three parts equalle divided of the said fifty & a halfe acres of
belonging or Intended to belong & then provided Or Intended to be provided for
first Leas mentioned And Whereas it is in the said Indentures mentioned tha
during & untill the full end & term yet to come & unexpired of the said one H
Improvements whatsoever upon the said fiftie acres & a halfe of Land & premisse
day of March 1689 As the said Indentures tripartite containing therein diverse