

Carter's Grove Historical Report, Block 50 Building 3

Originally entitled: "History of Carter's Grove Plantation"

Mary A. Stephenson

1964

Colonial Williamsburg Foundation Library Research Report Series - 1451
Colonial Williamsburg Foundation Library

Williamsburg, Virginia

1990

ERRATA SHEET - CARTER'S GROVE

May 7, 1965

- Appendix 2, line 6. Third entry should be Carter Letter Books 1732-178 ¹
- [xiii](#)
- Microfilm citation should be M- ¹¹³ -CWI
- [3, n.1](#)
- Microfilm citation should be M- ¹¹³ -CWI
- [5, n.1](#)
- Should be Carter Letter Book 1732-178 ¹
- [21,n.1](#)
- Should be Carter Letter Book 1732-178 ¹
- [22, n.1](#)
- Should read: Carter Letter Book 1732-1781 (M-62-8)CWI).
- [28,n.3](#)
- 1951 should be 1 ⁷ 51
- [43,last line of text](#)
- "Flagstones" should read "bricks".
- [171, lines 14,16,19 & 22:](#)
- Footnote number should follow last line: Matt Kemp CI & cu ¹
- [209,n.1](#)
- ONE PAGE OMITTED BETWEEN Pages 211 and 212
-
- ONE PAGE OMITTED BETWEEN Pages 213 and 214
-
- Fourth item. Should read: E ^{lis} e Lathrop, not Elsie.
- [447,](#)
- Title and 1st line: E ^{lis} e
- [449,](#)
- E ^{lis} e
- [469, n.3](#)
- Spotswood Genealogy: Mary Corling Johnson should read: Mary Corling John ^{sto} n
- [Preceding Page 485:](#)
- "General" should be "Colonel" "Bamistre" should be "Ban ^a stre"
- [469,1,.1:](#)
- "General" should be "Colonel"
- [470,1,1:](#)
- "Banistre" should be "Ban ^a stre"
- [470, last par.](#)

HISTORY

of
CARTER'S GROVE PLANTATION

Mary A. Stephenson

CARTER'S GROVE 1964

Source: Colonial Williamsburg, Inc.

[no image]

PREFACE

Carter's Grove, James River seat of the Burwell family six miles from Williamsburg, is one of the great colonial plantations. Built between 1750 and 1753 by Carter Burwell, the mansion house is especially noted for its superb interior woodwork and exterior brickwork.

Though the architectural charm of the house has long been recognized, the plantation has never received proper attention. Miss Mary A. Stephenson, for the first time, provides a detailed history of the estate and its owners from Robert Carter of Corotoman to its recent purchase by the Sealantic Fund, Inc. This history is designed to serve as a guide for the preservation and development of the historic site, and for its interpretation to the visiting public.

Edward M. Riley

Williamsburg, Virginia

July, 1954

ACKNOWLEDGEMENTS

Many persons and institutions, all of whom I cannot name here, have assisted in the preparation of this history. To all of them I am grateful. The following have been notably helpful: Mr. George Harrison Burwell, III of Millwood; Mrs. Sally Dunlop Eddy, Mrs. Antoinette Bausher, and Miss Anne Ruffin of Williamsburg; Mr. James S. Patton of Gaymont, Caroline County; Mrs. Bower R. Patrick, Jr. of Norfolk; and Mr. Herbert M. Ganter, Archivist of the College of William and Mary. The following institutions have been unfailingly helpful in this work: the Valentine Museum, the Virginia State Library, and the Virginia Historical Society of Richmond; the Mariners Museum, Newport News; the Library of the College of William and Mary; the Corcoran Gallery of Art, Washington, D. C.; the Frick Art Reference Library, New York City; the Archives of the State of Delaware; the Maryland Hall of Records; and the Winchester Chancery Court, Winchester, Virginia.

I owe a special debt of gratitude to my colleagues of the Research Department, and to Messrs. Paul Buchanan and John Henderson of the Architectural Department of Colonial Williamsburg.

M.A.S.

ROBERT (KING) CARTER

(1663-1732)

Artist: Unknown

Original at Shirley

50 by 40 inches

[no image]

Chapter I Robert Carter

[Chapter II Mrs. Elizabeth Carter Burwell Nicholas](#)

[Chapter III Carter Burwell](#)

[Chapter IV Nathaniel Burwell](#)

[Chapter V Carter Burwell III](#)

[Chapter VI Philip Lewis Carter Burwell](#)

[Chapter VII Thomas Wynne](#)

[Chapter VIII Lewis Ellison](#)

[Chapter IX Thomas G. Stratton](#)

[Chapter X Young B. Choles and Fanny Choles](#)

[Chapter XI Stephen D. Roberts and Mary A. Roberts](#)

[Chapter XII Nannie W. Wynne](#)

[Chapter XIII Edwin G. Booth, Sr.](#)

[Chapter XIV T. Percival Bisland](#)

[Chapter XV Curtis, Harwood & Bickford](#)

[Chapter XVI A. G. Harwood](#)

[Chapter XVII Archibald Montgomery McCrea](#)

[Chapter XVIII Mrs. Archibald McCrea](#)

[Carter's Grove 1964](#)

[Portrait of Robert \(King\) Carter](#)

[Portrait of Mrs. Elizabeth Carter Burwell Nicholas](#)

[Portraits of Carter and Lucy Grymes Burwell](#)

[Portrait of Nathaniel Burwell](#)

[Carter's Grove Graveyard](#)

[Portrait of Carter Burwell III](#)

[Portraits of Philip Lewis Carter Burwell and Susan A. Lee](#)

[Photograph of Carter's Grove \(land side\)](#)

[Photograph of Mr. and Mrs. Archibald McCrea](#)

[Photograph of Mrs. Archibald McCrea](#)

Appendix 11

[Carter's Grove \(river side\) 1888-1906](#)

[Carter's Grove \(land side\) c. 1900](#)

[Carter's Grove Hall, c. 1888-1907](#)

[Carter's Grove \(river side\) 1907-1910](#)

[Carter's Grove \(second floor doorway\) 1907-1910](#)

[Approach to Carter's Grove, c. 1926](#)

[Carter's Grove \(land side\) c. 1926](#)

[Carter's Grove Entrance Hall, 1964](#)

[West Drawing Room, "The Refusal Room"](#)

[Remains of Carter's Grove Landing](#)

[Remains of Carter's Grove Landing](#)

Appendix 1

[Will of Lewis Burwell \(1710\)](#)

[Will of Robert \(King\) Carter \(1726; died 1732\)](#)

[Will of Nathaniel Burwell \(1721\)](#)

[Will of Nathaniel Burwell II \(1814\)](#)

[Will of T. P. Bisland \(1907\)](#)

[Excerpt from Will of Mary Corling McCrea \(1955\)](#)

Appendix 2

[Excerpts from Diary of Robert \(King\) Carter 1722-1727](#)

[Excerpts from Robert Carter Letter Books 1723-1724; 1727-1728](#)

[Excerpts from Carter Family Letter Books 1732-1781](#)

[Excerpts from the Jones Papers, Richard King's Estate in Account with Dr. George Nicholas](#)

Appendix 3

[Excerpts from Abingdon Parish Records](#)

[Copy of Burwell births etc. taken from Berkeley Papers](#)

[Copy of Burwell Bible Records, Virginia Magazine of History](#)

Appendix 4

[Will of Carter Burwell \(1756\)](#)

[Thomas Jefferson's legal opinion of the will of Carter Burwell](#)

Appendix 5

[Excerpts from Account Book of Carter Burwell 1738-1755, relating to the building and operation of Carter's Grove](#)

Appendix 6

[Notes relating to The Quarters of Carter Burwell from the Burwell Papers](#)

Appendix 7

[James City County Land Tax Lists 1782-1861](#)

[James City County Personal Property Tax Lists 1783-1861](#)

Appendix 8

[Notes from the Burwell Papers relating to the Quarters of Nathaniel Burwell](#)

[Notes from William Nelson Letter Book 1766-1775, as guardian of the Carter Burwell children](#)

Appendix 9

[Account of Humphrey Harwood, Williamsburg brick mason and carpenter](#)

Appendix 10

Biographical Sketches of:

[Robert Carter](#)

[William Nelson](#)

[Captain Thomas Lilly](#)

[Rev. James Maury Fontaine](#)

[Rev. John Bracken](#)

[Dr. Samuel Griffin](#)

[Edmund Berkeley, II](#)

[Edward G. Booth](#)

Appendix 11

[Pictures of Carter's Grove](#)

Appendix 12

[Notes on Merchant's Hundred](#)

[Notes on Martin's Hundred](#)

Appendix 13

[Notes on French Ordinary](#)

[Notes on Half Way House](#)

[Notes on Chiskiack Parish](#)

[Notes on Cheesecake Plantation, Burwell's Mill and adjoining tracts](#)

Appendix 14

[Chancery Suits and Deeds, James City County and City of Williamsburg Court Records](#)

Appendix 15

Appendix 16

[Trebell's Landing or Grove Wharf](#)

Appendix 17

[Items from *The Virginia Gazette* regarding the Bisland and Booth families](#)

[Impressions of Carter's Grove and the Booth family, Robb Papers](#)

Appendix 18

[Legends and Stories of Carter's Grove](#)

Appendix 19

[Genealogical Charts of Carter, Burwell and Spotswood families](#)

Appendix 20

[Maps and Plats](#)

I

ROBERT CARTER

(1663-1732)

The first known owner of Carter's Grove was Robert Carter of Corotoman, Lancaster County, Virginia, who purchased a tract of land in James City County which he designated as "Merchant's Hundred plantation." The date at which Carter purchased land in James City County is not known nor is it known from whom he acquired the tract. ¹

Robert Carter had been known as "King Carter" as early as 1704 when Governor Francis Nicholson wrote of his character thus:

. . . This is but one of the characters of his Hon^r Coll. Rob^t Carter, a great many others, he being justly guilty of, some of w^{ch} are his extraordinary Pride & Ambition, his using sev^{ll} people haughtily, sometimes making ye Justice of ye Peace of ye county wait two or three hours before they can speak to him, &c. He is likewise fam'd for his covetousness & Cowardise, to people y^t will flatter, cajole & as it were adore him he is familiar enough, but others he uses wth all ye haughtiness & insolence possible, in contempt of him he is sometimes called King Carter & other times Robin Carter even to his face. ¹

Nicholson and Carter had been at odds. It is a known fact that Nicholson was quite prejudiced in his estimate of Carter.

According to Bishop William Meade "King" Carter was called by that sobriquet "because he had princely possessions, numerous tenants and servants, a splendid place, and was consequently lordly, authoritative and arbitrary in his bearing and conduct, moving as a king in the Colony." ²

Carter was progenitor of a large, wealthy and influential clan in Tidewater Virgini. ³At his death he is said to have been owner of 300,000 acres of land, 1000 Negroes and £10,000. ⁴

The purpose or motive for buying around 1400 acres in James City County is given by Carter in two letters to his agents in London:

Wmsburgh. June. 16th 1723

M^r Micajah Perry

This Serves only to accompany a bill of ladeing for 13 hhds of fine Stemd Tob^o on board Capt Bradley mark^d NCB made at a plancon of which M^r Burwell had y^e Profitt during his Life & was as reputable a crop as any he shipd to You and sold as well & I doubt not will appear to be as good now I have seen some of it myself & deserves as good a Character as any I have seen among his plan. Y^e crop dos not belong to y^e Estate of Major Burwell y^e lands are mine & so are y^e Slaves y^e Profitts of & everything Else I purchased it to give my Daughter Burwell y^e Proffitts of it dureing her life & afterwards to settle y^e Inheritance upon one of M^r Burwells sons by her by him. . . ¹

Again, he explains his ownership of the plantation:

Rappahannock July 31. 1731.

Alderman Perry & Comp, London.

...

I believe I have formerly Advis'd you that the Merchts Hundred Estate the lands the slaves and stocks was a purchase of mine being design'd by me the profit of it for M^r Burwell and his Wife my daughter during their lives and afterwards to go to

the Benefit of one of M^r Burwells Sons him that I should think fit to order it to this was a Voluntary Purchase of mine being under no Manner of Obligation to any such thing upon my daughters Marriage There is a ballance due from y^e to this Estate [Burwell] but You have put it Under a Wrong Accounting for it is in the name of My Grandson Carter Burwell who hath no manner of equitable Right to the Profits during the life of his mother I desire you will set this matter to right holding y^r amounts with no other distinction only calling it the Merchts Hundred estate and accounting for it to me ... ²

The "Mr. Burwell" referred to by Robert Carter in the two letters quoted above was Nathaniel Burwell of Fairfield, Gloucester County, Virginia, who had married Elizabeth Carter, daughter of Carter, in 1709. Burwell died in 1721 leaving his wife with four minor children. ¹

Carter clarified ownership and uses of the plantation in his will—written 1726—with codicils in 1728:

...My will is that all my lands, slaves, stocks of cattle & hoggs, houses, plantations and appur^{ts} to the said lands and real estate belonging, lying upon Merchant's hundred In James river be held and enjoyed by my Daughter Elizabeth, formerly the relict of Nath^l Burwell, Gen., dec'd, and now the wife of Doctor George Nicholas, ²for and during the time of her natural life, and the profits of the s'd . . . lands, houses, slaves, appur^{ts}, stocks of cattle, and hoggs do go to my grandson Carter Burwell & to the heirs male issue of his Body lawfully begotten . . . and my further will is that this estate in all times to come be called & to go by the name of Carter's Grove provided alwaies & it is my will and meaning that the number of slaves that are now upon the s'd plantation shall always be kept up & that the mortalities shall be still supply'd out of the profits of this estate, and that the number of cattle and other stocks shall always be kept up for the use and manure of the s'd plantation to the same number they are at my decease, and that the s'd plantation be always kept in good repair and that the contingent charges of the s'd estate be borne out of the profits... ³

On February 3, 1727 Robert Carter made a note in his Diary: "...went to Merchts Hundred." ¹Though he made other references to Merchant's Hundred plantation in letters or in his Diary, he recorded only once that he visited it.

In 1729 there were 87,115 acres in James City County and 1,242 tithables. ²Carter owned around 1400 acres.

In order to realize the legal situation regarding the plantation of Carter in James City County cited by him as "a plantation of mine...under the designation of Merchant's Hundred," it is necessary to know the part played by Nathaniel Burwell, Mrs. Elizabeth Carter Burwell and her second husband, Dr. George Nicholas. Clearing up the legal details relative to Nathaniel Burwell and Elizabeth's life together will assist in interpreting the actions of Robert Carter, executor and guardian of their children.

The Nathaniel Burwells upon their marriage went to Fair-field (Carter's Creek), Gloucester County, to live with or near to his father, Lewis Burwell. In May, 1709 Colonel William Byrd visited them there. He noted that "Mrs. Burwell is a very pretty, good-humored woman but seemed to be a little melancholy." ³In 1710 Lewis Burwell died. According to his will he bequeathed to Nathaniel "all my lands in Gloucester County to him and his now wife Eliz^a for and during their natural lives but in case the said Eliz^a should Survive her sd Husband that then she to hold the sd Land no longer than during her widowhood...I give and bequeath all my afores^d Lands after the death of my Son & Daughter or her Marrying a Second Husband unto my grandson Lewis Burwell now an Infant & to the male heirs of his body Lawfully begotten forever. . ." ¹

From Lewis Burwell's will it is clear that his daughter-in-law, Elizabeth Carter Burwell, could hold Fairfield after the death of her husband, Nathaniel, but only so long as she remained a widow.

There is evidence in the Diary of Robert Carter that Mrs. Elizabeth Carter Burwell continued to live at Fairfield from the death of her husband, Nathaniel Burwell, in 1721 until sometime after her marriage to Dr. George Nicholas in April, 1724. ²By 1725 the Nicholas family were residing in Williamsburg. ³

The Letter Books of Robert Carter 1723-1724 and 1727-1728 indicate clearly that Carter managed the Burwell estate carefully and meticulously. They show, also, the business troubles which came with the marriage of Mrs. Burwell to Dr. Nicholas. ¹

Throughout 1723-1724 Carter as acting executor and guardian of the Burwell estate sent tobacco to Micajah Perry, William Dawkins and Thomas Colomore—all London merchants who acted as agents for the sale of Virginia tobacco. ²A few items from invoices reveal his careful and responsible management. Such items as orders "for some goods Cheifly for Y^e Childrens supply what you have sent hitherto hath bin very well liked," "for goods for the Children & their familys," "it's possible to maintain the Children wth tollerable decency out of the fruit of their peoples labour" and "M^r Richeson our Gen^l Overseer ³handled crop" belonging to M^r Burwell's Estate. ⁴

One letter of Carter's to Micajah Perry dated is from Williamsburg on June 16, 1723/quoted on [page 3](#). Then the said Carter wrote:

W^{ms} burgh. June. 16th 1723

...she [Mrs. Burwell] consents y^t y^e crop now going home y^e Produce of it should go into y^e bulk of y^e Crops and I consign it to you as her father & her Childrens Guardian I tell you this Storey that you send me a distinct Aco^t of this crop it is under y^e Mark it always has bin & c y^e C in y^e Middle of it put in for y^e Sake of my name... ¹

If there was ever any doubt that Robert Carter did not own the Merchant's Hundred plantation until his death, this letter removes that doubt. Carter put the letter "C" on the "NB" tobacco in order to designate that the account was Burwell's but under his supervision and that it "does not belong to y^e Estate of Major Burwell" (that is, the land, slaves &c) only the income from it.

Writing to Dawkins on April 16, 1730 Carter stated that he had shipped "17 hhds [tob^o]...out of James River markt NCB a choice Crop also was unsold the fee NCB were the produce of a plantation of mine the profits whereof however I design'd for M^r Burwells remains and M^r Falconar Accots for them in a particular manner under the denomination of Merchants hundred..." ²

Each year Carter sent an invoice of goods desired for the Burwell children. Sometimes he stated that Mrs. Nicholas, mother of the children, had made out the invoice. Unfortunately no copy of any of these invoices of items desired has survived in the Carter papers.

Carter's letter to John Stark, one of his agents in England, is of especial interest because it shows us that Carter needed a joiner, a smith, a brickmaker and a bricklayer at once:

Rappa Sep^r 17th 1723

...I want a good Carpenter that is Capable of framing a large building, I also want a Bricklayer & a Barber Surgeon...Your Grandfather always helped me with Tradesmen that I have wanted...he sent me sev^l good Joyners at £18 pr anno...next year I be in want of a Coachman...If You can Supply me with a Fowardly Young ffellow of a good Character, that Shall have five Years to serve, You will Oblige me A good Smith, A Carpenter A Joiner, A Taylor A Brick maker, A Brick layer are Tradesmen would very well sute my Occasions... ¹

The significance of this letter to Stark is that artisans were ordered from England, that the price to be paid was £18 pr. anno and that the need seems to be urgent. ² Carter held many plantations—some of them he had settled upon his sons; others he had designed to his married daughters with income yearly as he had done to Mrs. Burwell and there was his palatial mansion, Corotoman. It is possible that Carter needed these craftsmen for one plantation only. Just what Carter had in mind is not known but it is obvious that he needed artisans for building.

In 1727 Carter was endeavoring to keep the Burwell account intact. Writing to Perry he gave him an over-all picture of his efforts:

Rappa July 26th 1727

In mine of y^e 3^d June I told you of Sev^l drafts I had made on you to Coll Braxton upon my own and M^r Burwells Childn Acc^{ts} for negroes I bought to make up our mortalitys and gave you advice thereof By y^e Bristol ship that imported y^e Slaves to witt on my own Acc^t for three hundred pounds upon y^e Acc^t of Maj^r Burwells Estate for four Negroes four score pounds upon y^e Acc^t of y^e Merch^{ts} hundred Estate for four negroes to be paid out of y^e money due you Acc^t Current in Carter Burwells name four score pounds. ¹

I have Since drawn on you on y^e Estate Acc^t for Two hundred and fifty pounds to Dr Nicholas, Coll Page hath Sign^d y^e bills also... ²

By June, 1731 Richeson, the Burwell overseer, had been replaced by William Camp. Carter referred to Camp as "General overseer of Burwell's Affaires." He complimented Camp by writing him: "you have done well in sending Bills of Lading away for y^e Lions Creek & Merchant's hundred tobaco..." ³

A few months prior to his death—in July, 1732—Robert Carter wrote Alderman Perry and Company thus:

...

Rappahannock July 11, 1732

Respecting the Merchts Hundred affair I cannot doubt you will own your self in an Error in not allowing the discounts on that tobo If you will pleas to look back into your Account Curr^t of the 25 of March 1728 under the Nominal title of Carter Burwell which I have already told you was a mistake and not According to my direction and which you have since set to rights you will find a ballance there due from you of 41.2.2 in yor acct of sales of 10 hhds in the Year 1730 You give the full discounts but now in your account of the 13 hhds...I am in hopes you will take care to have Credit given for the prompt payment to this Estate the profits where of I never intend to apply any part of it to my own benefit but to the Relief of M^{rs} Burwell alias Nicholas and after her decease to rest upon one of M^r Burwells sons Out of the profits making good only the mortalitys... ¹

The last will and testament of Robert Carter was recorded in the General Court records, Williamsburg, on October 16, 1732. ² The will with codicils was fifty three sheets, naming John and Landon Carter, sons, as executors. ³ On page 4 is an excerpt from Carter's will which recorded his wishes in regard to the property including lands, slaves, stock of cattle, hogs, houses, and appurtenances "lying upon Merchant's hundred In James river."

It seems quite clear from Carter's correspondence with his agents (1) that the plantation which he had purchased in James City County which he designated as "Merchant's hundred" was owned by him in fee simple during his lifetime, (2) that his daughter Elizabeth was to have the entire use and income therefrom during her lifetime, (3) that never was the plantation called by any other name but "Merchant's hundred" during his life and (4) that following his daughter's death Merchant's Hundred would come into entailed ownership (via bequest) to Carter Burwell, his grandson. At that moment the plantation should be known always as "Carter's Grove."

Portrait of Mrs. Elizabeth Carter Burwell Nicholas to be inserted when available. [no image]

II

MRS. ELIZABETH CARTER BURWELL NICHOLAS (1688-1734)

Elizabeth Carter was the eldest daughter of Robert Carter ("King") and Judith Armistead Carter. Presumably, she was born at Corotoman in 1688. In 1708/9 she married Nathaniel Burwell, son of Major Lewis Burwell of Fairfield, Gloucester County, and Abigail Smith Burwell. There were four children born to the Burwells: Lewis, born 1710; Carter, born 1716; Elizabeth, born 1718; and Robert, born 1720. ¹

Nathaniel and Elizabeth Burwell lived at Fairfield or nearby during his father's lifetime. After his father's death (1710) Nathaniel continued at Fairfield until his death in 1721.

When Colonel William Byrd was in Gloucester County in May, 1709 he visited the Nathaniel Burwells. Byrd recorded in his *Diary*: "Then went over the river to Carter's Creek and found Mr. Burwell indisposed with a cold and his lady ready to lie in...Mrs. Burwell is a very pretty, good humored woman but seemed to be a little melancholy." ²In 1720 Byrd was again in Gloucester County and noted in his *Diary*: "After church we went to dine with Mr Burwell." ¹

According to the will of Lewis Burwell, who died in 1710, provision was made for his son, Nathaniel, and his heirs thus:

... I give and bequeath unto my well beloved son Nathaniel Burwell all my lands in Gloucester County to him and his now wife Eliz^a for and during their natural lives but in case the said Eliz^a should Survive her sd Husband that then she to hold the sd Land no longer than during her widowhood. Item I give and bequeath all my afores^d Lands after the death of my Son & Daughter or her Marrying a Second Husband unto my grandson Lewis Burwell now an Infant & to the male heirs of his body Lawfully begotten forever ... ²

Nathaniel Burwell died in 1721. ³The will of Nathaniel Burwell was written on August 21, 1721 and recorded October 25, 1721 in the General Court by the oaths of Thomas Hughes and John Holloway, witnesses. He provided for his three sons in land when they should come of age and for his only daughter a large sum of money upon her maturity or marriage. The slaves were to be kept entire until each child was twenty-one but the income from the slaves should be applied to the upkeep and education of his children. He bequeathed to his wife his coach, horses and furniture and the use of the coachman so long as she remained a widow. ¹Robert Carter, William Bassett, Mann Page, Henry Armistead and Lewis Burwell were named in the will as executors. Carter was asked to be the guardian of the Burwell children. He accepted and carried out this trust faithfully until his death in 1732.

From Carter's Diary and Letter Books we have evidence that Mrs. Elizabeth Carter Burwell remained at Fairfield following her marriage to Dr. George Nicholas until ca. 1725. ²

On April 4, 1724 Carter recorded in his Diary: "I recd the Acco^t of Daughter Burwells Marriage to Docto^r Nicholas Coll Pages Lett^r on good fryday Tells the particulars." ³

An account of the marriage by Governor Gooch follows:

Mrs. Burwell against the advice of all her friends married a man brought up, as he says, at St. John's College. His name is Nicholas, he practises Phisick here with good success, tho' I believe he never took any Degree. I have privately been told such strange stories ¹of him that I would willingly know what his real character is, for as he is Phisitian to my Family and has lately done great service for my son, and is very intimate with me, he presses me hard for Honour, and would gladly be a Councillor, which hitherto, with out an absolute denial, I have artfully warded off...

²

It is possible that Dr. Nicholas and Mrs. Nicholas were living in Williamsburg by May, 1725. Definitely they were there by November, 1726. ³

On November 9, 1724 Robert Carter, Dr. Nicholas and Elizabeth, his wife, signed necessary business papers: "Agreed with Doctor Nicolas the 7th his wife signd the writing." ⁴

Robert Carter was in Williamsburg in December, 1726 as acting Governor and President of the Council. ⁵He recorded in January- that he "went to Rippon in Dr Nicolas Chariot... dined there again"; and on February 3, 1727 he "went to Mercht ^s hundred" but spent the night at Mrs. Sullivans ¹in Williamsburg. While he was in town he gave his grandson, Carter Burwell—then in college—one shilling 6 pence. Back in town by 2 o'clock on the 28th Carter "dind wth my Daughter Nicholas." On June 12, 1727 Carter "got to Town by 12 Clock dind with D^r Nicholas." On July 14 he wrote: "My Daughter Nicholas would have her fifty pounds I ow her laid out as followeth in an Eard Caudle Cup & Cover, to hold 2 qts to be sound plain Substantial plate a Coffee pot plain to hold 1 qt. & a Tea pot to hold a pint all the plate to have my Coat of Arms upon it. She will write to M^r prat about it..." ²

On July 1. 1727 Robert Carter had another settlement with Dr. Nicholas: "pd 2 shs Profitts of 2 Years M^r Burwells Estate 1722-1723...all the Evening heard abundance Groans from Articles in the Acco^t wth D^r Nicholas fully adjusted his 3^d upon the ball to £367.17.0." ³

From 1726 to 1728 Richard King, joiner of Williamsburg, made repairs to a house and some outhouses for Nicholas amounting to £19.12.2. ⁴It is not certain as to the location of this property. It seems reasonable to believe it was in Williamsburg as they resided there.

Dr. Nicholas, finally, won his seat in the House of Burgesses though Gooch had not endorsed him. He represented William and Mary College as Burgess from May 25, 1730 to August 22, 1734. ¹

Dr. Nicholas and Elizabeth Carter Burwell Nicholas had three sons: John Nicholas, born ca. 1725; George Nicholas, born ca. 1727; and Robert Carter Nicholas, born 1728.

Both Dr. Nicholas and Mrs. Nicholas died in 1734. Gooch noted in a letter to England:

...The Doctor formerly of St. John's is dead. His Wife Mr. Burwell's Mother died about four months before him, so that young Gentleman since came over took possession of a good Estate left him by his Father, had his mother's jointure fall in, and obtained a cause in our Suprem Court against his brothers of about £400 advantage to him. `Twas happy for the Dr. that he died, he was undone by losing his wife and must have been poor and miserable, if not in a Goal, which going off could only save him from..."

²

In September, 1734 John Carter, one of the executors of his father, Robert Carter ("King"), wrote Edward Athawes, his agent in London:

Williamsburg Sept 2, 1734

Sir

I have drawn a Bill of Exch^a on you for twelve pounds ten shillings payable to M^r William Camp so much being due to him for the fourth of his Sallary as being overseer to Major Burwells Estate which now becomes a Charge on my Fathers Executors who have had the Benefit of D^r Nicholas's Dower Tobacco mortgaged by him to my Father & my Self...

John Carter ¹

Two years later John Carter wrote Micajah Perry, London merchant:

W^{ms} burg Aug 31, 1736 ...If you send me Y^r Acc^t against D^r Nicholas's Estate proved as the Act of Parliament decrees, I will endeavour to pay you the money in some small Time.

John Carter ²

John Carter writing to Hanbury August 31, 1738 from Corotoman requested payment in order to settle Dr. Nicholas's estate:

Corotoman Aug 31, 1738

Sir When I first began the Consignm^t of the small Crop belonging to D^r Nicholas's Estate, I did not Design that it Should be Attended with any Inconvenience;...Mess^{rs} Oswalds, Merch^{ts} of Glasgow have been very Patient in not demanding bill now A Judgment they Obtained a few years ago this little Estate to £251.10 Sterling...I beg the favour of You to pay this Sum to these Gentlemen, & to be Assured that I shall think my self Obliged to repay You the Money in two Years from Christmas Next, in case you are not reimbursed in the Mean time... ¹

Portraits of Carter and Lucy Grymes Burwell to be inserted when available. [no image]

III

CARTER BURWELL

(1716-1756)

According to the Abingdon Parish Register, Gloucester County, the birth of Carter Burwell is recorded thus: "1716: Carter the Son of Nath^l Burwell Esq & Eliz his wife born 8ber 25th baptised Nov 4th." ¹His parents had been residing at Fairfield (later known as Carter's Creek) since their marriage in 1709. ²

Carter Burwell was five years old at the death of his father in 1721. In the will of his father Carter Burwell received certain bequests but as the second son he was not bequeathed the Burwell plantation, Fairfield. This large ancestral acreage of ca. 3300 acres was left tail-male to Lewis Burwell, eldest brother of Carter Burwell. ³

According to the will of Nathaniel Burwell his father-in-law, Robert Carter ("King"), was named as guardian of his children who were all infants under age, and one of the executors of the estate. ¹Carter proved a faithful guardian of their finances as well as a loyal guardian of their welfare.

In 1723 grandfather Robert Carter paid twenty shillings to Charles Stagg, dancing master, for Carter and Elizabeth Burwell's lessons. ²In April 1724 he made a note in his Diary: "Thursday 30th Carter Burwell went to the Colledge I gave M^r Griffin a guinea for him." ³Carter Burwell was entered at the College within 25 days following his mother's marriage. Several times when Robert Carter was in Williamsburg as a Councillor or as acting Governor he gave Carter Burwell, then in College, "2 shillings six pence." Carter's brothers, Lewis and Robert, were students at the College in 1720 according to the college records. ⁴

Research has not established the residence of Carter Burwell from 1734 when his mother died, until ca. 1737/38 when he took up life at Carter's Grove. Mrs. Nicholas, Carter's mother, had lived in Williamsburg in 1725-1728 according to her father's Diary. Lewis Burwell of Kingsmill was executor and guardian of the Burwell estate following Robert Carter's death. It is possible that Carter Burwell lived with his uncle Lewis Burwell at Kingsmill the three years after his mother's death. Carter's Grove was only two miles distant from Kingsmill. Perhaps Lewis Burwell allowed Carter to live at Carter's Grove with managers or overseers in order to acquaint himself with the running of the plantation which would become his as sole owner and operator in the near future. Until further source material comes to light we shall have to dwell in conjecture only as to this period of Carter Burwell's life.

When Carter Burwell was ten years old his grandfather Carter made his will in which he bequeathed to him the plantation upon Marchant's Hundred when he became of age or upon the death of his mother, and he specified in the will that the plantation "in all times to come should be called & to go by the name of Carter's Grove."

...My will is that all my lands, slaves, stocks of cattle & hoggs, houses, plantations and appur^{ts} to the said lands and real estate belonging, lying upon Merchant's hundred In James river be held and enjoyed by my Daughter Elizabeth, formerly the relict of Nath^l Burwell, Gen., dec'd, and now the wife of Doctor George Nicholas, for and during the time of her natural life, and the profits of the s'd lands,...houses, slaves, app^{urts}, stocks of cattle and hoggs do go to my grandson Carter Burwell & to the heirs male issue of his Body lawfully begotten...and my further will is that this estate in all times to come be called & to go by the name of Carter's Grove... ¹

A letter to Alderman Perry, London, from John, Charles and Landon Carter, sons and executors of Robert Carter, gave definite information about the new guardian of Carter Burwell:

Rappahanock Aug 27, 1732

...

Col^o Lewis Burwell ²has taken possession of his Nephews Estate as surviving Executor of his brother's Will from him you may Expect Bills of Lading for that Tob^o D^r Nicholas's part in right of his wives Dower being engaged for the security of a Considerable sum of Money advanced to him by our father. we have Consigned eight hhds of it to you in the Spotswood and four in the Macajah & Phillip & nineteen hhds of it consigned to Mr. Dawkins as he had directed a little before his Death...

John Carter

Charles Carter

Landon Carter ³

No Burwell family papers have been located which could give light as to Lewis Burwell's management of Carter Burwell's plantation known as Carter's Grove during the period from 1732 to 1737 when Carter Burwell came of age.

An order recorded in York County Court records for July 16, 1737 indicates that Lewis Burwell was acting for his nephew, Carter Burwell, who was under age:

July 16, 1737 Court

It is Order'd upon the Information of Lewis Burwell gent that the Sherif Collect the County & parish Levies for the Tithables at New Quarter belonging to the Estate of Carter Burwell gent and that he account for & pay the same at the laying the

next Levy. ¹

Just two months following his majority Carter Burwell married Lucy Grymes, daughter of the Honorable John Grymes of Brandon, Middlesex County. The *Virginia Gazette* reported the marriage:

Williamsburg, January 6. [1738]

We are inform'd, That Mr. *Carter Burwell*, was married Yesterday, to Miss *Lucy Grymes*, a Daughter of the Hon. *John Grymes*, Esq; one of His Majesty's Council &c. of this Colony, a very agreeable young Lady, of great Merit & Fortune. ²

How right the *Virginia Gazette* was in noting that Miss Lucy Grymes was "a...young Lady, of great...Fortune" is demonstrated later in the will of her father in 1748 when he stated that he "had given Carter Burwell & Mann Page [both sons-in-law] £250 Sterling to be in full of their Wives portions of my Estate." ¹

From the accounts of King Carter's ownership of the plantation to be known as "Carters Grove" previously cited, it is evident that there were some kind of buildings thereon prior to Carter Burwell's taking up his residence there in 1737/38. ²

Nine children were born to Carter and Lucy Burwell from 1740 to 1755. The births are given verbatim from the Burwell Bible and from the Burwell Bible records in the Berkeley Papers. ³

It is clear from the Burwell Papers—manuscript account books and ledgers kept by Carter Burwell from 1738-1756—that he was living at Carter's Grove immediately after his marriage. He was well in residence there by 1739. Such items as "An Account of household Expences" that year show that he paid M^{rs} [Catherine] Blaikley, Williamsburg midwife £1.2.6; paid Samuel Bowler the Coach Maker 15/-; paid Doctor Mackenzie £20.9.7; and noted that "all slaves have caps, rugs...1 rug to Molly in the Kitchen ... 1 rug to Cyrus in the House." In the same year Burwell employed Thomas Wharton, a bricklayer, at 7/- per day and "M^r Sandiford's men came to work [Monday] 25 July—94,000 bricks." ¹

In 1740 Burwell paid Joseph Moore, blacksmith, for 2 year's service at £18 per year, and James Bird, smith, £-12.6; William Robinson, brickmason, was paid £22.6.0 "by his Account for Work don"; and James Davis was paid "for 4 Year's service at £18 per Year." ²

In 1741-1742 John Pegram, Williamsburg carpenter was paid. "By his Account for Work done by him—£4.15.8 ¼"; William Robinson "for work on a Dairy" and Leonard Holmes "£6.9.0 by John Nealands ¹Order." Elizabeth Hansford was employed as a nurse; Ann Fortune as midwife, Frances White for "nursing my Child [one Year]—£18." and rugs were furnished "to Betty in the House & to Robin, 1 to Nanny in y^e Quarter" and John Edmonds was paid for trees—£7.0.0. ²

In 1744 Carter Burwell made a note under "Memorandum" which read: "Lot began to make Bricks y^e 12th of May & left off 30 of July." He continued to note down that "about the house [he furnished] A Rug to Cambridge, 1 to Tom[and] 1 to Robin." In 1745 he wrote down: "To those about the House A Rug to Wades Hannah, 1 to Juba, 1 to Patt, 1 to Sally, 1 to Richmond, 1 to Judith, 1 to little Mary, Little Betty, 1 to Cyrus in the house, A Rug to Carpenter Jack, 1 to Sancho, 1 to the Shoe Maker Jammy, 1 to old Dick." In 1745 Burwell noted in his account Book: "The Carpenters began to get the Boards for a 40.foot house on the third day of July 1745." ³In 1747 Carter Burwell shipped out 72 hogsheads of tobacco to his agents in England. He ordered £408.8.9 worth of goods sent to him that year on board the *Virginia Packett*. ¹In the period 1740-1746 Carter Burwell was keeping accurate accounts of his operations at the different quarters. The quarters were: Merchant's Hundred, North Wales, New Quarter, Mill Quarter, Neck of Land, Foace's and Black Swamp. There were overseers at these quarters who attended to the crops of tobacco, corn, cattle and hogs. ²

By 1746 oyster shells were being ordered by Burwell. He paid Robert Lennis [Tennis?] for 64 hogsheads of shells @ 2/4 per hhd, and Peter Best for 57 hhds of shells @ 2/4. Hugh Orr, Williamsburg blacksmith or hammerman, was paid for Smith Work—£5.5.4, £18.10.0 and £2.9.0 from 1743-1749. James Wray, Williamsburg carpenter, worked for Burwell in 1745. He was paid £13.0.6. ³

From the above cited orders for bricks, shells, planks and payments to carpenters and brickmasons, it is evident that some sort of building was being erected. From evidence to follow we see that Carter Burwell had begun upon an extensive building plan when he realized that he would need more funds in order to complete the magnificent building which he undoubtedly had in mind to build. So, in April, 1749 he petitioned the House of Burgesses to allow him to sell certain lands upon Bull-Run, Prince William County in order that it might "better enable him to make a Provision for his Daughters." He stated that he was seized in tail-male of a tract of 1400 acres known as Carter's Grove in James City and York Counties. The Petition read:

[April 18, 1749 Session]

A Petition of Carter Burwell, was presented to the House, and read; setting forth, That the Petitioner is seized, in Tail-Male, of and in a certain Tract of Land, containing 1400 Acres, or thereabouts, known by the Name of *Carter's Grove*, situated in the Parish of *York-Hampton*, and Counties of *James-City* and *York*: That the better to enable him to make a Provision for his Daughters, he is willing and desirous of docking the Intail of the said Land, and settling other Lands of greatest Value in Lieu thereof: That Notice has been published according to Law, that Application would be made to this Assembly, for an

Act to dock the Intail of the said Land; and that 2000 Acres of Land, lying upon *Bull-Run*, in the County of *Prince William*, of which the Petitioner is seised, in Fee-Simple, may be settled, in Lieu thereof, to the same uses. ¹

Carter Burwell was a member of the House of Burgesses from 1742-1749 and 1752-1755. ²He was recommended to be elevated to Council by John Blair in January 1754:

[John Blair, Williamsburg to Bishop of London]

Williamsburgh Jan y 25th 1754

My Lord

...

I am now solicited by a worthy Friend of mine, to beg your Lordships favourable assistance, that he may Succeed to a Seat in the Council here, now vacant by the death of the Honb^{le} John Lewis Esq^r about a week ago. The Gentleman that begs this favour is Col. Carter Burwell, whom the Governor was pleased to recommend to the Board of Trade for such a vacancy on the death of the late Commissary. The reason why he presumed to hope for your Lordship's Assistance is, because he had certainly succeed to that honour then, if your Lop had not interposed (very properly, I must confess) in behalf of your New Commissary. I tell him that, tho' it was highly proper for your Lordship to take Care, that he that was to preside over the Clergy here should have a Seat in in [sic] the Legislature; yet your Lop would not (I imagine) care to appear publickly on this Occasion, where the Church was not directly concern'd. He said he was sure no one here could be preferred, that had a greater Regard for the Clergy than himself; and I sincerely believe him. So if your Lordship from these Considerations shall vouchsafe (tho' but in a private way) to assist him, it will be loading me with another Obligation; as he is the Gentleman I ventured to recommend to the Governor, soon after his arrival in 1751. But tho' he was disappointed in 1752; yet by the good Offices of Mr. Walpole ¹(who claims some kindred with him) and some other Friends, he then obtained a promise of the next Vacancy: so I hope there will be no great difficulty now. ...

John Blair ²

His appointment did not materialize.

When Burwell offered the petition of April 18, 1749 to the House of Burgesses, he had six daughters—the eldest being under eight years old and the youngest an infant. He had no sons yet.

From 1749-1754 Carter Burwell had slaves baptized in Bruton Parish. ¹

Burwell's "Cash Account" for 1749 showed that he had paid William Rand, overseer at Corotoman, "for crossing the River about my House"; "M^r Langhorn for Plank—£19.10.-"; Matt Tewell "for work done" and "David Minetree for burning my Brick—£4.6.8." ²In order to get together sufficient bricks Burwell bought 360,000 brick at 3/ and 100,000 brick at 3/ from Mann Page in 1750. He bought "50 Poplar trees from Mr. Skelton—£100, paid a man for cypress boards— £7.13.6 and paid Julius Allen—£97 and £6 for plank." ³

The year 1750 was a happy year for the Carter Burwells. Nathaniel Burwell, their first son, was born at Carter's Grove on April 15th which was Easter Sunday. ⁴

Charles Hansford, neighbor and local poet, gave in poetic verse his estimate and regard for Carter Burwell and expressed his hopes for his new-born son, Nathaniel:

Had it been Carter Burwell's part or station In arms to serve his king, defend a nation; Had it been Burwell's lot in camp or field The ranks to marshal, or a truncheon wield, An army to command, or town to win— This suited to his genius would have been. I think his piercing eye, his gallant mien, Doth very much resemble Prince Eugene. Had war been his employment, doubtless he A most accomplish'd general would be; Or, were he to conduct a colony To settle in some distant country, His vigilance and foresight would be sure The place to plant, and all his men secure. May sweet and lovely Nat his father's merit, His virtues and perfections all inherit; May Burwells, Grymes's virtues in him meet And in his worthy heart erect their seat. Sweet boy, though this I must not live to see, Yet is it most sincerely wish'd by me. When I am gone may well-deserved praise Crown my dear little colonel's head with bays: ¹

No doubt Carter Burwell renewed his building plans with even greater vigor after the arrival of his son and heir. Lot, the Negro brickmaker returned on April 30th for further brickmaking and David Minetree was paid "By Burning two Brick Kilns—£4.0.0." ²

Early in 1751 Carter Burwell advertised in the *Virginia Gazette* for oyster shells. He offered to pay three shillings a hogshead for any quantity delivered at his Landing. ¹In August, 1751 he advertised for bricklayers. ²

In December, 1751 Carter Burwell was charged by the Virginia Gazette office with a copy of Salmon's *Palladio Londinensis* . ³

The Fry-Jefferson Map of Virginia dated 1751 marks this property as "Burwell" but does not show any buildings thereon. ¹

It is quite probable that Carter Burwell was well acquainted with *The Builders Dictionary*. His uncle John Carter owned one and referred to data therein to his brother Charles Carter in 1738. ²

In Carter Burwell's accounts for buildings erected at Carter's Grove plantation we have listed the names of bricklayers, carpenters and blacksmiths who were employed from ca. 1739-1751. When the erection of the dwelling was decided upon, Burwell chose David Minetree, ³brickmason of Williamsburg who had burned brick for him in 1749. Minetree undertook the brickwork. The contract price for the work was £115. When Minetree had completed the contract, Burwell was so pleased with the results that he made him a present of £25. ¹

Minetree, of course, had other brick workers to assist him. Under his bills with Burwell are accounts with William Vanner, a bricklayer and glazier who was paid £9.4.6 and £3.13.10 ½ for his work; Thomas Wharton, bricklayer, received £3.8.-; William Wynn, bricklayer, was paid £12.10.- and £3.0.0; and two unnamed bricklayers from Gloucester County were paid £6.-.-. Minetree was paid "By Glaizing 540 Squares @ 2 ½d---£5.12.6" and "By building me a brick House according to Agreement---£115 and By a Present---£25." ¹

It would appear from Carter Burwell's Account Books kept in his own handwriting that Minetree had completed the brick work of the dwelling house--even finishing the glass for the windows--by 1751.

A master carpenter or joiner appears in the accounts about this date. Burwell contracted with John Wheatley, Williamsburg builder, who at the time was doing sash work for the new Capitol and repairing the Palace. ²The contract price which Wheatley and Burwell agreed upon was £200 to be paid in four equal parts. Edward Hansford, Jenkins Watkins, Hollewood and Thomas Wade were named as Wheatley's artisans. ³Wheatley proceeded to do the structural carpentry at Carter's Grove in 1751-1752. Some work was done in his shop in Williamsburg amounting to £21. Sancho, a helper, was paid £12.6.6 and the total payment of £27.5.4 was "Agreed on." Wheatley was paid £17.7.1 Sterling "To Sundry Goods from England" in 1752. ⁴

Building materials bought in 1751-1752 by Burwell were: 30,000 shingles of John Murray, 2805 feet plank of John Ashby, £97.9.0 worth of plank of Julius Allen, 25,000 feet of plank, 15,000 laths and 40,000 shingles were furnished by John Miller. A Mr. Hansford was paid for sawing, and Thomas Miller and John Smith were paid for shells. Both David Jamieson and "the Government" were paid for sheets of lead furnished. ¹

Prior to the arrival of Richard Baylis, skilled artisan, who came from England for the purpose of working on the Burwell mansion, apparently, all was ready for the inside finishing.

Baylis was brought with his family to Virginia in the *Pretty Sally*, Matthew Johnson, Captain. ²In 1752 Burwell paid Captain Johnson £23.13.9 for passage of Baylis and his family. ³Baylis took over Wheatley's second contract. ⁴From 1752-1755 Baylis worked 477 days @ 3 shillings per day. He averaged 6 days work each week. ⁵Nothing further is known as to Baylis's background.

Baylis supervised trained workmen—some six artisans to do the wainscoting, carving and finishing the inside work of the mansion. The accounts of these workmen were kept in work-days under Baylis's supervision. We find in Burwell's Ledgers that Richard Munday from 1753-1756 worked 412 days @ 3 shillings or 2/6 per day; Edward Hansford from 1753-1755 worked 375 days @ 3 shillings per day; James Powell from 1754-1755 worked 160 days @ 3 shillings per day; Henry Creighton from 1754-1755 worked 156days @ 2 shillings 6 pence per day; James Taylor from 1753-1754 worked 127 days @ 3 shillings per day and James Wood in 1755 worked 23 days @ 1 shilling 6 pence per day. Hansford and Munday did wainscoting work. An item in July, 1754 noted that Hansford had been paid "By Wainscoting ½ a Room—£8.15.9" and the same date Richard Munday was paid "By wainscoting one half a Room—£8.15.9." Mr. Wray, carpenter, was paid for painting and Mr. Richardson was paid "for his painter" and "for a Cag white Lead." ¹

In June, 1753 Burwell paid Wheatley: "To paid Sumpter for turning y^e Bannisters—£13.8.-." ²

In Carter Burwell's Account book dated June 14, 1751 "THE BUILDING" there follows a tabulated list of payments made by him to various workmen. Checking this list with the detailed accounts of these workmen one finds that where the accounts began in June 1751 they continue into 1754-1755.

THE BUILDING

1751		D ^r
June 14.	To Cash paid Robert Lennis for Shells £	7.11.4
	To D ^o paid Peter Best for D ^o	6.13.8
	To D ^o paid Tho ^s Miller for D ^o	11.
	To D ^o paid M ^r Wheatley	50.
	To D ^o paid D ^o	50.
	To paid M ^r Page for Bricks	69.
	To Hansford for Sawing	36.

	To paid Wheatley for Work done in his Shop	21.
	To paid David Minetree	8.13.1 ½
	To D ^o paid half for order by M ^r Holt	12.19.1
	To D ^o paid M ^r Minetree to M ^r Hornsby	30.
	To paid Wheatleys Order to Thomas Wade ¹	7.
	To paid his D ^o to Hollewood	2.
	To paid his D ^o to Jenkins Watkins ²	13.14.8
	To paid Minitres Order to W ^m Vanner ³	9. 4.6
	To paid John Smith for Shells	6.18.-
	To paid the Ballance of the third Payment	27. 5.4
	To paid William Wynn ⁴	12.10.-
	To paid M ^r Skelton ⁵ for the Hire of his Men	[blank]
	To paid M ^r Sanders ⁶ for the Hire of his Men	12.
To	paid Thomas Wharton ¹ a Bricklayer	3.8.
To	paid M ^r Julius Allen for Plank	97.9.
To	paid William Wynn	3.
To	paid Thomas Wharton a Bricklayer	3.-.-
To	paid M ^r Minetree by an Order on	
	M ^r Prentis	20.-.-
To	paid Edward Hansford by Wheatleys	
	Order	12.15.5
To	paid Wheatley the Ballance of foarth	
	payment	37. 4.7
To	paid D ^o part of the Sum of eighty	
	pounds mentioned in a new Agreement-	10. -.-
To	paid D ^o by an Order on M ^r Prentis	
	being a further Payment on the	
	same Account	40. -.-
To	paid Julius Allen for Plank the	
	further sum of	6. -.-
To	Materials from England	[blank]
To	paid John Murray for 30,000 Shingles	
	@ 16	24. -.-
To	paid Richard Baylis	33. 8.11
To	paid Edward Hansford	14.16.4
To	paid Richard Munday	7. -.-
To	paid Edward Hansford	16. 3.-
To	paid Richard Munday	9. -.-
To	paid David Jamason for Pork	5.10.-
To	paid Captain Mallory for D ^o	7.10.-
To	paid M ^r John Hyndman for D ^o	
To	paid David Jameson for a Lead &c	
To	paid the Governm ^t for a Sheat of Lead-	
To	paid M ^r Wray ² for Painting & ^c	
To	paid M ^r Richardson ³ for his Painter	
To	paid D ^o for a Cag white Lead	

During his ownership and management of the Carter's Grove plantation from 1738 to his death in 1756 Carter Burwell lived in the usual state of a lord of the manor typical of the times. When he came into ownership of Carter's Grove at twenty-one by the will of his grandfather Carter there were several Quarters or small farms which were a part of his inheritance from Carter: New Quarter, "Foaces," Mill Quarter, Black Swamp, North Wales Quarter, Abrahams and Neck of Land. ¹

Current accounts for these Quarters were kept by Carter Burwell each year from 1740 to 1756. He not only kept an account of the number of barrels of corn made at each place but kept detailed accounts for the number of "fat hogs," shoats, sheep, steers, oxen, cattle, bushels of wheat made and sold and to whom sold, pounds of pork sold to Williamsburg taverns and other residents, hogsheads of tobacco shipped out and to whom, mares and horses, and names of overseers. ² Among his customers in Williamsburg who were furnished best wheat, and corn in 1748 were Lady Gooch—600 pounds of beef; The College—440 bushels of wheat, and also, pork, veal and mutton. In 1745 Burwell furnished John Collet 553 pounds of pork; James Wray 1193 pounds and Mr. Charlton 1225 pounds. In 1755 John Doncastle, tavern keeper in Williamsburg, bought 100 bushels of wheat, Anthony Hay took 25 bushels, Thomas Penman 25 bushels, Mrs. Campbell 25 bushels, Major Taliaferro 7 ½ bushels, and many others. ¹

There were overseers who were in charge of these Quarters. William Camp had served as "Genl^l overseer for N. Burwell's Estate" from 1731-1734 or later. ² John Manning was overseer at Foaces from 1740-1742, Thomas Doswell was at New Quarter in 1749, Joseph Metre at Foaces and Merchant's Hundred in 1742-43, and Thomas Pike seems to have been in general charge of all the quarters for thirteen years (1742-1755). He received a wage of £12 to £18 per year. ³

Carter Burwell was not unmindful of the education of his children. From 1748 to 1752 he employed Mrs. Ann Wager to teach or "School" his children at £10 per year. ⁴ Mrs. Wager taught in the Charity School begun by Dr. Bray's Associates, at Williamsburg. She taught there from 1760 to 1774. ⁵

The mansion was completed by November, 1755, judging from payments to Baylis and to Munday. The former was paid in November, 1755—£4.10.- and total owed him was £64.13.-. Munday received £4.7.- on December 17, 1755 and a total of £52.15.- owed to him by Burwell. Hansford was last paid for working on September 24, 1755; James Powell was paid last in November, 1755 and Henry Creighton and James Wood left off work in the summer of 1755. ¹

Let us keep in mind that Carter Burwell's eldest son and future heir to Carter's Grove was only five years old when Carter's Grove mansion was completed. Burwell was allowed only six months to enjoy this home over which he had spent so much of his substance. Doubtless he would have agreed with Ruskin: "When we build, let us think that we build for ever." ²

On May 6, 1756 Carter Burwell "of the County of James City" made his will. After making certain bequests to his son, Carter Burwell, and to his daughters he bequeathed:

all the rest of my lands I give to My Dear Son Nathaniel & his heirs forever, upon condition that when he comes of age he will use his best endeavours to dock the Entail of the 2000 acres of land on Bull Run, settled by Act of Assembly in lieu of the land whereon I now live & convey the same to His Brother Carter, upon the same condition & under the same limitations as the plantation called Neck of Land is hereby given to him...Item I give and bequeath to my said Son Nathaniel all the rest and residue of My Negroes, Stocks of Cattle, Sheep, Hogs, & other estate whatsoever. Item, my Will & desire is, that my whole estate, except the lands on Bull Run & on Shenandoah, be kept together till my son Nathaniel attains the Age of 21 years, & the profits arising therefrom be applied for the payment of My debts & the maintenance of my dear Wife & Children, & the overplus, if any, to be equally divided among my daughters....

Lastly, I constitute & appoint my Honourable friends & relations my Brothers, Lewis Burwell, Wm Nelson, Philip Grymes, & Robert Burwell, & my good & honbl friend Tho^s Nelson Es^{qr} & my friends John Robinson, Lewis Burwell, & Mann Page Es^{qr} Executors of this My last Will & Testament, hereby revoking all former Wills by me made, & I do appoint my Executors, Guardians to my Children, whom I desire may be maintained in a decent but not expensive manner. In witness whereof I have hereunto set My Hand & affixed My Seal this 6th day of May, 1756.

Carter Burwell

Witnesses

Catesby Cocke

Richard Baylis

Richard Munday

¹

A codicil under date May 14, 1756 signed by Carter Burwell bequeathed the Shenandoah lands to his son, Nathaniel, and the lands on Bull Run to son, Carter Burwell, under the same restriction and limitations as the lands in his said will devised to them respectively. Burwell stated in the codicil:

"If my Wife should die before my son Nathaniel comes of Age, I desire that my house hold furniture & such of My other personal estate as my Executors think perishable, may be sold, I do constitute & appoint my Brother Robert C. Nicholas

one of My Executors & Guardian of My Children. Given under My hand & Seal this 14th day of May 1756.
Carter Burwell"

Witnesses.

James Carter

Richard Baylis

Richard Munday

Proved in the General Court the 26th Oct^r 1756.

1

It is of interest to note that both Baylis and Munday were witnesses to Carter Burwell's will and codicil. This would seem to indicate that there was some work unfinished there.

Though Robert Carter Nicholas, half-brother of Carter Burwell, had been named as guardian to Burwell's children records show that William Nelson ²who had married Elizabeth, sister of Carter Burwell, acted in this capacity until Nathaniel Burwell came of age in 1771. ³

In Carter Burwell's Estate Accounts for 1764 there are items showing certain changes made to a building:

1764		
Dec ^r 30	By Cash p ^d B. Eggleston for Makg	
	Sellar Windows	£2. -.-
1765		
May 17	By Cash p ^d Michel Harfield for	
	plaster ^g	£-.12.-
June	By Cash p ^d for 1500 garden Pails -	£5. 5.-
1766		
	By 840 fence Rails 320/ for 1000 -	£-.16.9
	By 920 stakes @ 10	9.8
	[bought of Peyton Randolph]	
1768		
Sept ^r	22 By Cash p ^d Sam ^l Smith for under-	
	pinning A Barn & Mending 6	
	backs	£1. -.- ¹
1769		
July 19	P ^d Sam ^l Smith for brick well	
	By Cash p ^d Sam ^l Smith for Mend ^g	
	plaster ^g & White-wash ^g House -	£2. -.-
Nov 3	By p ^d Jn ^o Hay & C ^o 10 M shingles	£4. 4.5

Benjamin Powell, Williamsburg carpenter, did work also:

1764		D ^r
Mar 9	To Ball ^c from Ledger C fol ^o 2	£30. -.-
1768		
Jany	To 8 poplars @ 13/	8. 4.-
	To your assumpsit to Ja ^s Taylor	3.10.-
1770		C ^r
Nov ^r 8	To Ball ^c Due B Powell to	
	fol ^o 8 C	£ 5. -.-
		£69. 3.-
Nov ^r 8	By Y ^r Acc ^t for Repairing the	
	old House	31.12.6 ²

From 1764-1767 William Graves was paid £80 per year as overseer. From 1769-1772 he received £100 per year for such services. ³

In 1764 Dr. James Carter was paid £68.6.8; Dr. Hay was paid £1.1.-; Dr. Sequary £24; and Dr. Pasteur £44. ¹

The William Nelson Letter Book 1766-1775 gives in detail Nelson's guardianship accounts of dealings with the Burwell estate.

Carter Burwell's Estate paid to Charles Barham £17.1.10 for parish levies in 1770. ²

In March, 1770 William Nelson wrote Samuel Athawes, British merchant:

...Nathaniel Burwell, the heir of Col^o C. Burwell, is drawing towards manhood...I have great hopes of this Youth proving a valuable Man, his Disposition being amiable; he applys very assiduously to his studies... ³

In December, 1770 Nelson wrote Athawes:

Virginia Dec^r 18th 1770 Having none of your Letters to be answer'd I have now only to inclose you Invoices for Mr Nath^l & Carter, Alice & Sally Burwell their Goods which you will please to send to us as usual as M^r N. Burwell will be of Age in April, this the last Invoice I shall send you on A^cc^t of this Estate. This young Gentleman, th^o very clever & prudent upon the whole, hath my Opinion too soon determined to enter into the Married state, with the next sister to my Daughter. She is a very good Girl; But I ffeare that he as well as most other people in such Cases, hath not consider'd Fortune Much. He will probably send an Invoice for Furniture, which you must send him. But you must charge them, as well as the wine, to his private Acco^t; as We have agreed that he shall have 2/3 of the Money in Yours & M^r Cary's Hands; after the Crops, including that now to be shipped shall be sold & his Brother Carter 1/3 whose Acco^t from that time must be separate & the Accot^s transmitted to me as heretofore. He will have the Neck of Land & Bull Run Estates Yearly...

W Nelson ¹

Three months later—on April 15, 1771—Nathaniel Burwell became twenty-one and came into Carter's Grove according to the will of his father.

Mrs. Lucy Grymes Burwell was alive when her husband, Carter Burwell, died. Research has failed to establish the date of her decease. However, in William Nelson's accounts relating to executorship and guardianship of Carter Burwell's estate there are items such as:

	CASH	D ^r	
1766			
Feb 3	By Cash p ^d Mrs. Burwell's Acct	£	1.1.-
1780			
April 10	CASH due to M ^{rs} Burwell's		
	Estate in my Hands the 3 March 1780	£	265.3.10 ½
	By p ^d M ^r Everard		8.14.0
		£	256. 9.10 ½
May 6 th	By balc p ^d Doc ^r Pasteur		9. 0.0
10 th	By D ^o p ^d M ^r Lamb—£90	£	247. -.10 ½
20 th	By D ^o Mr. Pierce of Smithfield £214.10		304.10.-
	Due to Nath Burwell from the Estate		56.19.10 ½
1780		C ^r	
April 10 th	By Cash p ^d the Sheriff of York _£	227.0.0	
May 6 th	By Cash p ^d Doc ^r Pasteur	20.0.0	

¹

The above would seem to indicate that Nelson was settling the estate of Mrs. Burwell. It does not indicate the date of her death other than to state that it occurred between 1766 and 1780.

Nathaniel Burwell, the son, reached his majority in April, 1771 at which time he inherited Carter's Grove. See: Chapter IV for Nathaniel Burwell's life there.

NATHANIEL BURWELL
(1750-1814)

Artist: Charles Byrd King (1785-1862)

Original owned by George H. Burwell III [no image]

IV

NATHANIEL BURWELL

(1750-1814)

Nathaniel Burwell son of Carter Burwell and Lucy Grymes was born at Carter's Grove on Easter Sunday, April 15, 1750, according to the Burwell Bible.

In a provisional list of alumni and grammar students of William and Mary College Nathaniel Burwell is noted as attending the College from 1759 to 1772. ¹He was only nine when he entered the Grammar School. By 1764 Nathaniel Burwell had reached the stage at school to study Latin. His father's estate is charged with books "for Nat Burwell" by the *Virginia Gazette*. In June, 1764 one copy of Lilly's *Grammar* was ordered. On September 20th of the same year there was an order for 1 *Ovid Delph* [and] 1 Caesar's *Commentaries*. ²Jacob Bruce was paid by Burwell's guardian for "Teach ⁹ Mr. Nat Burwell—£1.1.6." ³

William Nelson acted as executor of Carter Burwell's estate. Though Robert Carter Nicholas had been named in Burwell's will to act as guardian of his children (all under age), from the Nelson Letter Book and Burwell Ledgers it appears that Nelson acted in both capacities.

In September, 1769 Nelson sent Samuel Athawes, London Merchant, "an Invoice of Goods w^{ch} will be wanted for Col^o C Burwell's Est^a next Spring. I also send you a Catalogue of Books for the young Gentleman Nath^l Burwell which he is very desirous to have sent by the first ship." ¹In November Nelson ordered goods "for Nat, Carter, Alice and Sarah Burwell children of Carter Burwell, deceased." In 1770 (March) Nelson wrote Athawes:

Nath^l Burwell, the heir of Col^o C. Burwell, is drawing towards manhood...I have great hopes of this Youth proving a valuable Man, his Disposition being amiable; he applys very assiduously to his studies... ²

In December, 1770 Nelson wrote again about Nat Burwell:

Virginia Dec^r 18th 1770 I... inclose you Invoices for M^r Nath^l & Carter, Alice & Sally Burwell their Goods which you will please to send to us as usual as M^r N. Burwell will be of Age in April, this the last Invoice I shall send you on Acc^t of this Estate. This young Gentleman, th^o very clever & prudent upon the whole, hath my Opinion too soon determined to enter into the Married state, with the next sister to my Daughter. ³she is a very good Girl; But I ffeare that he as well as most other people in such Cases, hath not consider'd Fortune Much. He will probably send an Invoice for Furniture, which you must send him. But you must charge them, as well as the wine, to his private Acco^t; as We have agreed that he shall have 2/3 of the Money in Yours & M^r Cary's Hands; after the Crops, including that now to be shipped shall be sold & his Brother Carter 1/3 whose Acco^t from that time must be separate & the Accot^s transmitted to me as heretofore. He will have the Neck of Land & Bull Run Estates Yearly...W Nelson ¹

Just six weeks after the last quoted letter, Nelson wrote Athawes:

...

You have made Nat Burwell happy by the Book you sent him by D—. He seems to be absorbed in the study of Mathematics, and Gwatkins tells me that he will probably be as great a Proficient in it as any in America or elsewhere, if he would allow himself another year for study. But his constitution is so very different from yours that I expect he will marry very soon after he comes of age, which obliges me to send You the enclosed pretty long invoice of Household Furniture for him... ²

Nelson was quite pleased with his ward who had become twenty-one in April, 1771. On July 8th he wrote Athawes regarding Nat Burwell:

...M^r Nat Burwell son of Carter is determined to pursue his Studies at College till October 1772, a most commendable Resolution, to which however he may have been inclined by a Doubt that hath been started by M^r Nicholas. Whether, by his Father's Will, the Daughters are not entitled to the Surplus Profits of the Estate & not the Sons: Tho^e I think this opinion not defensible; Be this as it will; Nath doth not chuse to marry & go to House keeping till he is sure of something before hand; which I look upon, among others, as an Instance of his Prudence & Good Sence... ¹

At a William and Mary College Convocation a few days before the above date "(Mr. Nathaniel Burwell, of Martin's Hundred, and Mr. James Madison, from Augusta) were adjudged Gold Medals, and also had the Degree of Bachelor of Arts conferred on them..." ²

From the letters which Nelson wrote Athawes from 1769 to April 1771 we gather that Nathaniel Burwell was a very promising student at College, and both diligent and prudent in his conduct. He seemed cognizant of the responsibilities to fall upon his shoulders when he became twenty-one and inherited Carter's Grove and many acres of lands elsewhere in Virginia. However, though his judgment and discretion according to Nelson was unusual for one of his years, it follows that Burwell was in love. So, he planned to wed Susannah Grymes, daughter of the Honorable Philip Grymes of Brandon, Middlesex County. ¹The wedding was on November 28, 1772. The *Virginia Gazette* carried a notice:

WILLIAMSBURG, *December 3.*

[*Marriages*] NATHANIEL BURWELL, Esquire, of *Merchant's Hundred*, to Miss SUKEY GRYMES, a Daughter of Honourable Philip Grymes, deceased. ²

A year before the happy occasion of his marriage, Nat Burwell had requested Nelson to order from Athawes certain ornamental pieces for his house;

Virginia Nov^r 19 1771

...I send you inclosed at the Request of Nat Burwell, a Draught of Chimney Pieces & Steps which he wants. If you understand it, or the statuary, it's more than I do. If you do, you will send them to him, observing to insure them...Nathaniel Burwell goes on as my Heart could wish; he & Hugh are now out on their second Trip to Shenandoe, to Settle some additional slaves on their Lands... ³

Nathaniel Burwell from November, 1771 to May 11, 1772 paid Bartholomew Dandridge quite a bill for plank, of various sizes, and shingles:

1771		
Nov ^r 13	By 2500 foot Inch Plank @ 60/	£ 7.10.-
	By 500 foot Inch D ^o	2. -.-
1772		
April 20	By 17450 shingles @ 12/6	10.14.1 ½
	By 2014 foot Inch & quarter Plank	8. 1.-
	By 5015 foot Inch Do @ 60/-	15. -.11
May 11	By 1000 foot Inch D ^o @ 80/	4. -.-
	By 2035 foot Inch D ^o @ 60/	5. 1.9
	By 9116 Cypress shingles @ 12/16	5.14.-
	By 3000 foot Inch Plank @ 60/	9. -.-
		£68. 1.6 ½

¹

It is not known if this material was used for changes or repairs upon Carter's Grove or some dependency. Dandridge lived in Charles City County not far from Williamsburg. In 1771 Mathew Moody "came to Carter's Grove as a carpenter and to look after the negroes." ²

It is interesting to know that in 1768 Governor Fauquier paid Burwell's estate £185.8.2 for turkeys, fodder, straw, corn, wheat and butter; in 1771 Lord Botetourt was furnished wheat, and corn to the amount of £39.5.3 and Lord Dunmore hired James and was supplied with straw in August, 1771. ³

As late as February 21, 1772 William Nelson as executor of Carter Burwell's estate wrote to Robert Cary and Company, London merchants, regarding the division of the estate as Nat Burwell was of age:

Virginia Feb^y 21, 1772

...I observe also the Balance due from you to Col^o Carter Burwell's Est^a £626.7.6 besides 11 hhds Tob^o p^r Peterson. When the Sale of them is compleated I shall be Glad to have the Account, as We want to divide the Estate, the eldest Son M^r Nat Burwell being of Age. It may be worth Your while to write to this Young Gentleman as his Consignments May be worth attending to... ¹

Nat Burwell continued in College as Nelson had predicted to the autumn of 1772. He won the Botetourt Medal that year. ²

We have seen in the chapter on Carter Burwell that the management of his estate from 1756-1771 was in the hands of William Nelson as guardian. From 1771 young Burwell carried on this management by recording many transactions in his Ledgers from year to year as his father and guardian had done. ³In addition to managing Carter's Grove Burwell operated New Quarter, Foaces, Mill Quarter and Neck of Land Quarter.

Sarah Burwell who was thirty years old when she married the Rev. John Bracken in 1776, most probably was living at Carter's Grove with her brother, Nathaniel, and his family. Alexander Purdie, printer of the *Virginia Gazette*, followed the announcement of the marriage with these poetic lines:

"

Could I on airy pinions soar,
Where mighty poets flew before,
How would I, in unpolish'd lays,
Rehearse this happy couple's praise:

My tight-strung lyre should sing the fair,
With whom but few can well compare,
For modesty and sense combin'd,
Those valu'd qualities of mind.

Of Bracken too my muse should sing,
His praise should echo from my string;
Religion, virtue, all around,
And morals good, should loudly sound.

Such lofty themes I must resign
Such abler poets, such be thine.

" ¹

Jefferson was asked to make a legal opinion or interpretation of the will of Carter Burwell which he did of date "Williamsburg, November 21, 1777." ²However, in October, 1777 Nathaniel Burwell had paid already "The Rev^d John Bracken To Cash in part of his Wife's Portion—£500.0.0; and £213.19.7 ½ Sterling Money." ³

A source of income for Burwell from 1775-1785 was £40 paid each year from "The Estate of the Hon^{ble} Philip Grymes To a Year's Interest in my Wife's Fortune." ⁴

Burwell succeeded Philip Johnson as County Lieutenant of James City County in November, 1776. He paid £6.10.0 for a spy glass. ¹

Nathaniel Burwell was to follow out the will of his father, Carter Burwell, by paying the just debts and then he would apportion £500 to each of his sisters. Hence, in 1776 Burwell made the following notation in his Ledger:

N B owed E. Berkeley	£300.0.0
owed Rev. J Bracken	300.0.0
owed Rev. Fontaine	300.0.0
owed Capt. Lilly	300.0.0
owed D ^r Griffin	300.0.0 ²

Burwell's Ledgers and Account Books indicate that during 1776 he was paid £273 for many loads of wood furnished to the Colony of Virginia, to Mrs. Christiana Campbell, to Alexander Craig and others. He paid Dr. Sequayra, Williamsburg physician, £50 and paid Robert Anderson £40, Prentis and Company £80, Gabriel Maupin £20 and paid in full for his coach—£114.3. ³In 1778 Burwell sold butter from Carter's Grove: "Butter from the Grove—£50.0.0" He sold Benjamin Bucktrout 2 veals "from the Grove [UNK] 29.0.0." in 1778. There were itemized accounts for wool and tobacco sold. During this period John Ross was overseer at Carter's Grove. ⁴In 1780 he recorded: "1780 I made this year from 32 thousand Tobacco Hills or 8 acres—335 Bushels of Wheat. Nath^l Burwell." ¹

The first year in which James City County Land Tax records were listed was 1782. That year Nathaniel Burwell paid tax on 1288 acres valued for tax purposes at 12/1 per acre or £778.3.4. ²He paid in Personal Property Tax on "5 tithes, 47 slaves, 20 horses, 19 cattle and 4 wheels." ³

In 1784 Burwell had James Ratcliffe, a brickmason, employed who "worked on the Wine room & Kitchen 11 ½ Days at 4/ p^r day & by laying 11460 bricks at 9/3 in stable underpinning." ⁴

From 1778 to 1787 there were repairs made to property owned by Burwell. Burwell employed Humphrey Harwood, local brick

mason to do the work for him. A full copy of Harwood's work is filed under ~~Illustration~~ Appendix #9. In brief the repairs were:

[1778	80 bushels lime, 3800 bricks, "pillering" House, building chimney &c.
1780-1	Plastering, laying hearths
1783	repairing storehouse, kitchen, building steps and plastering a room in the cellar, "at the Grove."
1784	repairs to chimney, puttin in 6 backs, plastering overseer's house.
1785	to 2500 bricks and 28 bushels lime, building up the wall at the Mill, 50 hhds of oyster shells.
1786	4 bushels white wash, 61 bushels lime, 20 hhds shells, wood to burn 97 ½ hhds shells. Repairing kitchen and well.]

1

An item in Nathaniel Burwell's Ledger 1779-1784 of date May 8th 1782 under "CASH" is of interest as there is a reference to a church:

	CASH	C ^r
1782		
May 8 th		
...		
	By p ^d M ^{rs} Badgett ² for cleaning Church	£ -1-.-
	...	
	By taken to Richmond & there spent	8.0.0

3

Mrs. Susannah Grymes Burwell died at Carter's Grove on July 24, 1788. ⁴Eight children had been born to Nathaniel and Susannah Burwell. ⁵At her death six were living—two infants, Lewis and William, had died in 1782. Humphrey Harwood in June 1789 was paid "£2.4.4 ½ for 12 ½ bushels of lime [UNK] 9^d & building 3 Tombs 35/." ¹Mrs. Susannah Burwell and her infants were interred at Carter's Grove. ²

Nathaniel Burwell's children were ranging in years from 15 to 3 years of age. Evidently he felt the loss of Susannah and the need for another mother to his brood. At any rate, he found someone to his liking and persuaded her to become his wife on January 4, 1789. She was Lucy Page Baylor, relict of George Baylor and second daughter of Mann Page, late of Mannsfield. ³In the history of the Page family by Richard Channing Moore Page an amusing story is told about the courtship of Nathaniel Burwell and Mrs. Baylor:

Col Nathaniel Burwell first lived at The Grove, near Williamsburg, James City Co., Va., but subsequently removed to Clarke Co., Va., where he founded Carter Hall. After the death of his first wife, Susan Grymes, Col. Burwell was so afflicted that he went to Rosewell and requested Gov. John Page to send for his young and beautiful widowed half-sister, Mrs. George W. Baylor, for him to marry. The widow came, but refused to listen to Col. Burwell's addresses. The latter put it all to rights by saying: 'Lucy, you don't know what is good for you. Your brother John and I arranged it all before you came.' Their marriage took place soon. The ceremony having been performed, he said: 'Now, Lucy, you can weep for your dear George, and I will weep for my beloved Suky;' ¹

Epitaphs on tombs of Mrs. Susannah Burwell, Lewis Burwell and William Burwell, Carter's Grove. ¹

Here Lies
The Body of
William Burwell,
fifth Son of
Nathaniel & Susanna Burwell
He was born
on the 14th of July
1782
and died
on the 2nd of October,
in the same Year.

Here Lies
The Body of

Lewis Burwell
fourth Son of
Nathaniel & Susanna Burwell.
He was Born
of January
17
and died

Here Lies
the Body of
Mrs. Susanna Burwell,
Wife of
Nathaniel Burwell, Esqr.
and daughter of
Philip and Mary Grymes
of Brandon,
in the county of Middlesex.
She departed this Life
on the 24th of July 1788
in the 37th Year of her Age.

CARTER'S GROVE GRAVEYARD

between 1927 and 1964

Source: Colonial Williamsburg, Inc. [No Image]

Colonel Burwell and Lucy Page Baylor Burwell had eight children: Tayloe, William, Susanna, Mann, Eliza, Mary, George and Thomas H. Burwell. ²Mrs. Baylor had by George Baylor: John, Lucy, Molly, Nathaniel, Eliza and Francis Baylor. ³Colonel Burwell had six living children when he married Mrs. Baylor (Carter was 16 and Robert 3).

Jefferson writing from Paris to Dr. Edward Bancroft in 1788 relative to the Paradise estate had this evaluation of Nathaniel Burwell: "...He [Paradise] has put the Virginia estate under the care of Col^o Nathaniel Burwell, one of the most skilful managers in that country, and of untainted integrity." ⁴

In 1788 Nathaniel Burwell was a representative of James City County in the Convention of 1788 casting his vote for the adoption of the Constitution of the United States. ¹

An amusing and interesting story of a visit to Carter's Grove enroute to a wedding in the community nearby is related by Helene-Louise de Chastenay Maussion, a French woman who had followed her husband, Gaston de Maussion to America. Gaston sailed to America in April 1777 with LaFayette in the *Victoire* to assist the American cause. By March, 1787 his wife had come to Virginia to live. She wrote her mother-in-law in France thus:

Letter to "My dear Mother-in-Law 30th March 1787/8

...

While on our journey we stopped at a famous place called Carter Grove, near James River, one of the most elegant habitations in Virginia. It is really a beautiful house. I have tried to make a little sketch of it, which I here enclose for you to see how well-to-do people live over here. It is close to the plantation we were bound for. Mr. Carter ²[Burwell] lent us his coach and advised me to dress in his house, as he feared it would be difficult for me to do it at the home of the wedding, the place would be so full of guests. I was afterward very grateful to him for this good advice.

... [detailed description of the wedding and customs of the day.]

We drove back to Carter Grove and I was glad to get into bed. But the next day we had to go again to the house of the bride's parents to dine and then with them to pay a call on the young couple. More punch and good things to eat. The bride was dressed in pink and looked very pretty.

...

Your ever dutiful daughter-in-law, Chastenay Maussion."

¹

The Burwell Ledgers and Account Books from 1789 reveal little about the workings at Carter's Grove. Burwell upon his second marriage spent more time at Carter Hall. ²It is not known whether Carter's Grove was left in charge of overseers until Carter Burwell, the son, became twenty-one or not. In 1792 there were "43 slaves, 8 horses, 1 chariot and 1 carriage" at Carter's Grove which indicates that there was activity there though the master had gone to Carter Hall for half the year. From 1793 to 1796 there

were about the same number of slaves there. However, in 1797 the number of slaves was reduced to twenty with only 2 horses. ³

In 1804 James City Land Tax records show that Carter Burwell was paying taxes on 1288 acres of land. ⁴This was the same acreage which his father, Nathaniel Burwell had paid on from 1783 to 1803. In addition Carter Burwell paid tax on 107 acres "of Trebell." As there, apparently, is no deed from Nathaniel Burwell to Carter Burwell extant we assume that the father had given the land to Carter or Carter was paying tax on his father's land. ¹In 1814 Carter Burwell's property is described as "938 acres \$2.01—\$1885.38 tax value Tho Barham Est ^a By Robert P. Taylor Baker Perkins/Tho ^s Wade Jn ^o M Galts Est ^a & James River 8 mi (from court house) E \$2.1 p ^r A. total value —\$1885.38; and 197 acres by Jno Bailey Jno Harth Rich ^d Hansford Est ^a & Thos Wade 6 ½ m SE \$2.1 A. Total value—\$395.97." ²

In 1814 on the 29th of March Colonel Nathaniel Burwell died at Carter Hall in Clarke County. He had removed from Carter's Grove permanently about the time Carter, his son, took over in 1804 though for years Colonel Burwell had spent summers in Clarke County and winters at Carter's Grove. ³As only the children by his second marriage are named in the will, it looks as though Col. Burwell had settled with the children by his first marriage prior to the writing of the of the will. See: ~~Illustration~~ Appendix #1 for will.

Colonel Burwell's widow died at Carter Hall in 1843 at the age of eighty four. ¹

CARTER BURWELL

(1773-1819)

Artist: Charles-Balthazar-Julien Fevret de

Saint-Memin (1770-1852)

Engraved portrait in The Corcoran Gallery of Art

Washington, D. C. since 1875 [No Image]

V

CARTER BURWELL [III]

(1773-1819)

Carter Burwell the eldest son of Nathaniel and Susannah Burwell was born at Carter's Grove on October 16, 1773. ¹

In 1792 Carter Burwell was a student at William and Mary College. ²

Carter Burwell married Mary Duncan. Philip Lewis Carter Burwell was the only child of this marriage. He was born c. 1817. ³

Prior to 1804 little is known about Carter Burwell other than an item in the James City County Land Tax Lists which indicates that Carter Burwell paid tax on 107 acres in that county. ⁴At this date Burwell was thirty years old.

In 1804 the James City County Land tax records show that Carter Burwell paid taxes on 1288 acres, 47 acres, and 107 acres of Trebell. ¹The first acreage of 1288 was the tract which his father had owned and paid tax upon from 1783 to 1804. This tract was the Carter's Grove plantation tract. It is not known—as apparently there are no deeds extant—whether Carter Burwell was given this 1288 acres by deed from his father in 1804 or whether he bought part of it. ²

From 1805-1808 Burwell held 1335 acres of land in James City County. In 1809 the 197 acres was transferred to Isaac Duncan. However, Duncan never got clear title as Burwell continued to own it to his death in 1819, and his estate held it until it was sold in 1838. ³

As late as 1815 Martins Hundred Road is used as a means of locating a site. Hardress Waller, a young boy of eighteen, wrote to his sister Eliza Blow of Tower Hill, Sussex County, giving her a detailed account of his cousin William Waller's ⁴wedding near Williamsburg. Carter's Grove is called the "Grove":

Williamsburg March the 6th 1815

...I mean to give you all the News concerning Cousin Williams wedding. On the morning of the 23rd of February Cousin William and myself and Cousin Bob started from this place for York when we had almost reach York cousin William stopped and began to search his pockets and lo' his Licence could not be found he then sent off a Servant to Williamsburg to look for it we waited on the road until he returned when he informed us that Uncle Ben had found the Licence and sent it to M^r Bracken ¹this brought on near seven OClock the time appointed for his Marriage We started and got to York and lo M^r Bracken alias (the Round Bellied Vicar) could not be found any where Maj^r Griffin began to be very uneasy and sent off a servant to look for him about Eight OClock he came in all covered with mud and water the greatest sight you ever saw — It seems the Worthy old gentleman with Miss Elizabeth Gatliff in the gigg with him has started from Wmsburg at eleven Oclock in the morning being in his Cups he took the Martens Hundred Road and went to the Grove before the discovered he had lost his way, he then turned Back and got almost to M^r Semples farm he there upon a dead level upset the Gigg and broke it and fell on Miss Elizabeth Gatliff and almost killed her. We had grand doings there and Maj^r Griffin gave us some Wine which he said was the age of his daughter which he had reserved for her Wedding... ²

Let us notice that young Waller did not write "Carter's Grove" but "the Grove." ³

Carter Burwell's ownership of Carter's Grove lasted only from 1804 to 1819. His death is recorded in the Burwell Bible "at Carter's Grove Feb. 9th. 1819." ¹ Philip Lewis Carter Burwell was a child of two or three years of age at this time.

"The widow remained at the Carter's Grove mansion in possession of everything as there had been no qualification on the Estate. On the 16th of November 1819 Mrs. Burwell married William Jones. There still being no qualification, William Jones remained on the plantation in possession of everything from the marriage until September 1821 when the estate of Carter Burwell was committed to Archer Hankins, sheriff of James City for administration." ²

"In October 1821 there was a sale of the perishable Estate and the first of the following year (1822) the slaves were hired out to William Jones. At the sale of the Estate, William Jones became a purchaser to the amount of \$867.63 for which he gave bond. On January 1, 1822 he hired slaves of the estate to which he gave bond."

About the end of 1824 William Jones died; his wife surviving. Scervant Jones qualified as his executor. About 1826 Mary Burwell Jones, died intestate and Scervant Jones qualified as her administrator. A suit: Archer Hankins vs Scervant Jones stated that "the defendant admitted that William Jones had intermarried with Mary, widow of Carter Burwell on November 16, 1819 and thereupon became possessed of the tract of land in James City County and 14 or 15 slaves which he found in her possession at the time of the marriage. Jones' executor admitted that he had boarded, clothed and supported Philip L. C. Burwell, the only child of said Carter, from November 1819 to the last of December 1824, the probable expense of which equals \$2000. That he was the only child of his father, unhealthy and much spoiled and being wealthy much expense incurred in his maintenance." ¹

At the time of the death of Carter Burwell in 1819 the property was described thus in the tax records: "Carter Burwell estate James City In fee 938 acres By Judith Taylor Baker Perkins Thomas Barham Est ^a Thomas Wade Jn ^o M Galt's Est ^a & James River 8 mi E (from courthouse) \$2.1 pr A (total value) \$1885.38" and "197 acres by Jn ^o Bailey Jn ^o Harth Richard Hansford Est ^a & Tho ^s Wade 6 ½ m SE (from courthouse) \$2.1 A (total value) \$395.97." ²

Philip Lewis Carter Burwell became twenty one in 1837. In 1838 he sold Carter's Grove to Thomas Wynne. ¹ He had lived with relatives in Clarke County but upon his marriage to Susan Lee of Winchester, came back to Carter's Grove to live at least a part of the year.

A clipping found in the Bible of George H. Burwell, III, not dated, but 1907, follows:

"Carter's Grove" Sold.

"Carter's Grove," owned by Col. Nathaniel Burwell previous to his coming to Clarke county and erecting "Carter Hall," was sold last week by Dr. E. G. Booth to Mr. T. C. Bislord, of New York.

"Carter's Grove" is situated eight miles east of Williamsburg, in James City county, and was used by General Tarleton as headquarters during the siege of Yorktown.

About 1792 Col. Nathaniel Burwell, having inherited valuable land in that part of Frederick county which now comprises Clarke, came here and began the erection of the "Carter Hall" house, which he named after his great-grandfather, Robert ("King") Carter of Lancaster county. When he left the "Carter's Grove" estate, he turned it over to his eldest son, Carter Burwell.

Colonel Burwell's second wife was Lucy Page, widow of Col. George Baylor, of General Washington's staff.

Colonel Burwell died at "Carter Hall" on March 29, 1814, and his remains lie in the Old Chapel Cemetery.

Note that Nathaniel Burwell had turned over Carter's Grove to his eldest son Carter Burwell when he moved to Clarke County.

PHILIP LEWIS CARTER BURWELL

(1817-1878)

Artist: Unknown

SUSAN A. LEE

(1827-185?)

Artist: Unknown

VI

PHILIP LEWIS CARTER BURWELL

(c. 1817-1878)

Philip Lewis Carter Burwell was the son of Carter Burwell [III] and Mary Duncan. He was born ca. 1817 and was the only child of the

marriage.

Carter Burwell [III] died at Carter's Grove on February 9, 1819 intestate. On November 16, 1819 his widow married William Jones. ¹ Jones remained on the plantation in charge as there was no qualification on the estate for several years. In September, 1821 the estate of Carter Burwell [III] was committed by the court to Archer Hankins, sheriff of James City County, for administration. ¹ In the tax records the estate comprised 938 acres.

During the time William Jones was in charge of the plantation of Philip Lewis Carter Burwell it was recorded by Jones's executor (1824) "that he had boarded clothed and supported Philip L. C. Burwell, the only child of said Carter Burwell, from November 1819 to the last of December 1824, the probable expense of which equals \$2000. That he was the only child of his father, unhealthy and much spoiled and being wealthy much expense incurred in his maintenance." ¹

"The widow, administrators, committees, guardians, in-laws, stepfather, and his children, involved Carter's quite solvent estate in such a series of legal contentions over a period of years that his money, as well as his personal estate—furniture, portraits, and silver—seem to have gone with the wind." ²

Philip Lewis Carter Burwell attended William and Mary College 1832-1836 ³. Francis Berkeley Whiting of Millwood, Frederick County, Virginia, was his guardian following the death of his mother, Mrs. Mary Duncan Burwell Jones, in 1826.

"After the death of his mother in 1826, Philip Lewis Carter Burwell spent much of his time with his relations in what is now Clarke County, Virginia. In 1826 July 17th Philip Lewis Carter Burwell entered a school taught by the Rev. Frederick D. Goodwin in Clarke County. He was entered there by his guardian [Francis B. Whiting whose wife was P. L. C. Burwell's aunt.] ¹He married Susan Ann Lee, daughter of Daniel Lee of Winchester and his wife, Elizabeth Nicholson, after which they moved back to Carter's Grove where some of their children were born. These were: Louisa Carter, born 1837, who married Dr. B. M. Cromwell of Albany, Georgia in 1866; Philip Lewis, second, born 1838, married Sarah Bastable of Clarksburg, West Virginia, in 1866; Laura Lee, 1840-1887, married Spencer L. Davidson; and Robert Saunders, born 1842, who married Anna Clayton of Augusta, Ga." ²

In 1838 Thomas Wynne, James City County, had acquired the plantation of 938 acres by deed from Philip Lewis Carter Burwell in fee simple. The tax records describe it as 938 acres by deed from P. C.S. [sic] Burwell fee simple By Wm. Taylor, J. Barham, R. Wynne James river; and 197 acres By Jn^o Bailey, Jane Hauth, R. Hansfords est. C. W^a de &c. By deed from P.C.S. [sic] Burwell. ³ No deed has been located.

Following the sale of Carter's Grove in 1838 Philip Lewis Carter Burwell moved to Winchester. His wife died there in 1848 and was interred in the lot of her father, Daniel Lee. ¹

Philip Lewis Carter Burwell married Mrs. Rieley (nee Rea) in 1866. Eight children were born to this union. ²

He died in 1878 and was interred by his first wife in the Lee plot in Winchester cemetery.

VII

THOMAS WYNNE

(b. —, d. 1854)

According to the James City County Land Tax records for 1839 Thomas Wynne was charged with "938 acres by deed from P. C. S. Burwell fee simple By Wm. M. Taylor, J. Barham, R. Wynne & James river"; and "197 acres By Jn^o Bailey, Jane Hauth, R. Hansford Est., C Wade &c. By deed from P. C. S. Burwell". ¹

Sometime prior to 1844 Thomas Wynne had married Ann Camm Waller, daughter of William Waller of Bellefield, York County, and Mary, sister of Scervant Jones, the noted Baptist minister. ²

In 1848 Wynne petitioned the General Assembly of Virginia for permission to put the "Grove Wharf" in complete repair:

[January 10, 1848]

[Wynne stated] that he is owner of a large Tract of Land on James River, about seven miles below the City of Williamsburg, on which he Erected a wharf and Bridge a few years ago, for the accommodation of the public as a steam Boat Landing, and the same is now well Known, as the Grove Wharf, having been very extensively patronized. This wharf runs out into the River rather more than an hundred yards, entirely out of the way of the ordinary River Navigation, at least two miles from the Channel. Your Petitioner runs a hack from this Point to Williamsburg & York Town, & he is now the Contractor and Carrier of the Mails from Wmsburg & York Town to the Grove wharf.

Your Petitioner proposes shortly to put the said wharf and Bridge in compleat repair, and he has lately heard it doubted by some whether he had any right to put up the said Wharf & Bridge.

To remove all doubt on the subject your Petitioner asks, that a Law may now be passed, legalizing his previous Erection of

the said Bridge and Wharf or that he may have leave to rebuild the same, and if required he will introduce evidence to shew that such is the desire of the public, and that the said Bridge and wharf is a great convenience to the traveling Community. And your Petitioner as in duty bound will ever pray &c. ¹

Grove Wharf should not be confused with King's Mill Wharf known as Burwell's Ferry also.

Grove Wharf was a nineteenth-century name for Trebell's Wharf or Landing. Trebell's had played an interesting and important part in the Revolution when both British and American troops landed there. See: Appendix 16 for history of Trebell's Landing. ²It is of interest to note that the mails came to Grove Wharf in 1848 and from thence were carried to Williamsburg and Yorktown by contract.

In 1851 Wynne was paying taxes on 1135 acres (938 and 197), and a wharf built and valued at \$1700 for tax purposes. Total tax value of the land and buildings was \$29,825 or \$26.27 per acre. ¹The plantation was called "The Grove" in these records.

"The Grove" was advertised for sale by Wynne in 1854:

[March 11, 1854]

In consequence of my feeble health I wish to discontinue farming and therefore offer for sale my farm on which I reside, known as the "Grove."

The tract contains about 1200 acres. A long credit will be given provided the purchase money be satisfactorily secured and the interest punctually paid.

Tho^s Wynne ²

The property at this date was noted as 1135 acres in fee Grove Adj. Humphrey Harwood 8 miles E [from Williamsburg]—\$22.02 2/3 pr. acre including building [making] a total value \$25,000. This tract is assessed \$1217 "On Acct of a wharf instead of \$1,700 as heretofore by order of the Court." ³Wynne held, also, 45 acres near William Allen's Estate, and 100 acres adjoining William Allen's estate. ¹

The Virginia Gazette of May 11, 1854 carried an account of the death of Thomas Wynne, "the gentlemanly proprietor of the Grove Wharf":

DIED,

On Tuesday, the 31 day of March, Mr. Thomas Wynne, of James City County— Mr. Wynne has been long and favorably known to the public as the gentlemanly proprietor of the "Grove Wharf". It may truly be said, in the death of this estimable gentleman, the community has lost one of its best citizens. ²

Wynne's son, Robert E. Wynne, advertised on May 18, 1854 that his office as Attorney at Law was at the residence of his father, at the Grove. ³

Wynne had minor children at his death. In 1858 Henley L. Taylor was guardian of his infant children: Thomas, Edward C. and Nannie W. Wynne. ²

In 1856 Thomas Wynne's estate sold Carter's Grove to Lewis Ellison. ⁵

For twenty-nine years following the death of Thomas Wynne, his plantation called "The Grove" by him was sold six times by trustees and special commissioners as guardians of his minor children. None of these sales were ever completed and deeds of trust were taken by the Wynne representatives in each case. Because payments were not made as contracted, the plantation was taken back by the Wynne family and resold. Full history of these sales, defaults &c. are given in Chapters VIII to XIII.

See ~~Illustration~~ Appendix ^{#10} for biographical data on the Wynne family.

VIII

LEWIS ELLISON

Little is known about Lewis Ellison before he bought Carter's Grove in 1856. From his own statement one inferred that he was a native of Maryland. A check into Maryland Court Records revealed that Lewis Ellison of "NC" [New Castle?] Delaware obtained a license to wed Elizabeth W. Deputy of Cecil County, Marland on June 9, 1845. ¹A sale in 1855, Cecil County indicated that Lewis Ellison had sold cattle and hogs to William Cain. ²

In a sworn statement made by Lewis Ellison in a suit: "Choles vs Branch & Peachy, Commissioners for the estate of Thomas Wynne, deceased," he averred that he "owned & lived At Grove from 1856 in the fall & took posession in the spring. I purchased from Newman ³of Maryland and purchased it as a whole which Newman had done... . I occupied it from 1856 to 1869 April." ¹

No deed from Wynne's executors to Ellison for Carter's Grove plantation survives. Any transactions between them have been gathered from the Chancery Suits and from newspaper notices or broadsides.

In 1856 Ellison formed a partnership with William B. Wynne. It was known as "Lewis Ellison & Co." ²

On December 15, 1859 "Wynne's Administratrix vs. Wynne et als" printed a long exposition of the Ellison-Wynne problems. The defendants James M. Ellison, ³Lewis Ellison and Carter B. Ellison having agreed to pay on May 31, 1859 certain sums of money and having defaulted on such payments, Cyrus A. Branch, Lemuel J. Bowden and William S. Peachy, Special Commissioners were empowered and directed to make sale of the Grove plantation in order to liquidate the balance of the purchase money due or to become due shortly. Wednesday the 15th of February 1860 was set "to make sale upon the premises of that very valuable and desirable Farm situate in the lower end of James City County, and called the GROVE":

WYNNE's ADMINISTRATRIX

vs.

Wynne et. als.

The defendants James M. Ellyson, Lewis Ellyson and Carter B. Ellyson, having been required by a decree pronounced in this cause on the 31st day of May, 1859, by the Circuit Court for the city of Williamsburg and county of James City to pay certain sums of money in said decree mentioned within the period of four months from the date of the service thereof upon said defendants, and in the event of the non-payment of said sums of money, with the legal interest which may be accrued thereon, within the period aforesaid, the undersigned being, by said decree, empowered and directed as special Commissioner to make sale of the Grove plantation, in order to liquidate the balance of the purchase money due, and to become due thereon, and the said James M. Ellyson, Lewis Ellyson and Carter B. Ellyson not having paid the several sums of money as required by the decree aforesaid, and the time, to wit: the period of four months, allowed by said decree for the payment thereof having elapsed, the undersigned, as special Commissioner, will proceed, on WEDNESDAY, the 15th day of February, 1860, to make sale, upon the premises, of that very valuable and desirable Farm situate in the lower end of James City county, and called the "GROVE." This farm is situate immediately upon James River, and there being attached to a public Wharf—the James River boats touch there daily, affording a speedy communication with Williamsburg and Yorktown by means of hacks which are always in attendance. It is unnecessary to speak of the merit of this farm in point of health, productiveness, and location, or indeed, to mention any of its recommendations, as no information could be given to those acquainted with it, and it is presumed that a stranger desiring to purchase would not be influenced by a newspaper commendation, but would prefer to visit the place and examine for himself. The Commissioners, and no doubt the present proprietors, will show the place to any one desiring to purchase, and furnish all needful information.

TERMS.—So much of the purchase money will be required in cash as will pay the expenses of sale; and the sum of \$4,836 96 cents. with legal interest thereon from the 1st day of January, 1859, and the sum \$3,831 52 cents with interest thereon from the 1st day of January, 1859; and also the sum of \$1,276 88 cents. The purchaser will then be required to execute two bonds to the undersigned, each in the sum of \$8,831 51 cents, with good personal security, bearing interest from the 1st day of January, 1859, payable one on the 1st day of January, 1860, and the other on the 1st of January, 1861. And for the balance of the purchase money the purchaser will be required to execute such bond or bonds [sic] as will be acceptable to [sic] the aforesaid James M. Ellyson, Lewis Ellyson and Carter B. Ellyson.

CYRUS A. BRANCH,)

LEMUEL J. BOWDEN,) Sp'l Com'rs.

WM. S. PEACHY.) ¹

On February 10, 1860 (just ten days prior to the advertised sale of Ellison's farm) Nathaniel Taylor came to the rescue and became bound as surety for Lewis Ellison in certain forthcoming bonds or debts: a bond to H. L. Taylor guardian—\$219.28; a bond to Taylor—\$196.98; a bond to Wm. A. Crandel—\$308.90; a bond to Isaac Hofheimer—\$141.26; a bond to Charles W. Coleman—\$349.80 and a bond to A. Lawson—\$338.62. He owed Robert M. Garrett \$280 since March 20, 1858. Ann C. Deputy, mother-in-law of Ellison, went security for the Garrett bond. A trust deed made the 24th day of March in the year 1860 between the said Lewis Ellison of the one part and William H. Yerby, (Trustee) of the other part, "Witnesseth, that the said Lewis Ellison doth grant unto the said William H. Yerby (Trustee) the following property viz: four mules, four horses, sixty sheep, one hundred fifty cords of pine wood, five head of cattle, one threshing machine, two reapers and all other farming implements now in the possession of said Ellison, two stage coaches and all other carriages, buggies and harness belonging to said Ellison. In trust to secure first the said Nathaniel Taylor from all loss and damage by reason of his suretyship aforesaid [and after Taylor had been satisfied] to secure Robert M. Garrett in the said debt of \$280 hereinbefore mentioned [said Ellison to remain and enjoy the property upon payment of the first security bond to Taylor] ...if payment not made, a public auction to be held at the farm known and called the Grove on which the said Ellison now resides..." ¹

The fact that Ellison gave lien on two stage coaches would indicate that he operated the stage route. Wynne had advertised that he met the boats at his wharf with hacks to take passengers to and from Williamsburg and York-town.

Ellison seems to have given Taylor a lien on all his personal property in the house, stock and growing crops, also. He listed 21 horses, 15 cattle, 33 sheep and 9 hogs in this lien. ¹In 1860 Ellison gave deed of trust to Talbot Sweeney "conveying 1 yoke of oxen, 1 bay mare, 1 omnibus, beds, bedding, 24 chairs, sideboard, sofa, parlor, dining and breakfast tableware, stove, cows, and all farming implements upon Ellison's farm called the 'Grove' in James City County." H. H. Curtis Jr. and Nathaniel Taylor Jr. are his securities. ²

In February, 1861 Lewis Ellison and wife, E. W. Ellison, sold to John H. Lee of James City County in consideration of \$4500 "all that portion of the farm called the 'Grove' containing three hundred & twenty one acres, bounded on the north by the public road leading from Williamsburg to the 'Grove' East by the road leading from Said public road to the 'Grove Wharf' to a mulberry tree, thence to James River, South by James River West by Welhan's run up to that part of the Grove land called 'BROWNE'S', Thence along the line of said land called Brownes to the Said public road from Williamsburg." ¹

In March, 1861 Ellison and wife conveyed to William B. Wynne in consideration of \$1200 "a portion of the land Known as the 'Grove' lying on the left hand Side of the road leading from Williamsburg Containing Sixty acres more or less bounded on the North and West by the land of said William B. Wynne called 'Helicon' South by the main Road and East by the land of Richard C. Wynne conveyed to him by the parties of the first part by deed bearing even date with these presents the Said Eastern boundary having been run & Marked by the said William B. Wynne & Richard C. Wynne." ²

Also, in March, 1861 Ellison and wife conveyed to Richard C. Wynne in consideration of \$800 "a portion of the land Known as the 'Grove' lying on the left hand side leading from Williamsburg containing fifty acres more or less bounded on the South by the main road, East and North by the land of Rich^d C. Wynne and West by the land of William B. Wynne..." ³

In 1861 Ellison paid Personal Property Tax on 7 slaves, 21 horses, 15 cattle, 16 sheep, 30 hogs, 4 carriages and 1 piano. ¹

Ellison claimed that the deed given him to the property in 1856 had been lost. In 1866 the Court ordered a new deed issued to him upon receipt of which he should give a deed of trust to Wynne's commissioners to cover his outstanding debt to them still unpaid:

Saturday December 8th 1866

...

Henley L. Taylor Plieff)

against)

Lewis Ellison, Humphrey H. Wynne)) In Chancery

Cyrus A. Branch and Wm. S. Peachy) Defts)

...the defendant Lewis Ellison did become the purchaser of the real estate called the "Grove" and that in further pursuance thereof a deed was executed by Cyrus A. Branch, Lemuel J. Bowden and William S. Peachy, commissioners acting under the Order of this Court to the defendant Lewis Ellison conveying to him in fee the plantation situate in this County called the "Grove" except such portions thereof as had been previously sold and conveyed by said deft Ellison to John H. Lee, Richard C. Wynne and William B. Wynne and that likewise in pursuance of said arrangement and agreement a trust deed was executed by the said Ellison to Cyrus A. Branch Lemuel J Bowden & William S. Peachy Trustees to secure the balance of the purchase Money payable by said Ellison upon his purchase of the said " *Grove plantation* " to Wit: a bond executed by said Ellison to Henley L. Taylor guardian of Edmund [sic] C. Wynne for the sum of three thousand and Eight Hundred and thirty seven dollars and fifty two cents also a bond executed to said Taylor as Guardian of Nannie W. Wynne for the like sum, also a bond executed to said Taylor as guardian of Thomas Wynne for the sum of twenty two Hundred and thirty two dollars and seventy four cents each of which said bonds bear date the 16th Feb /61 and carry interest from the 9th day of April 1860 and also a bond executed by said Ellison to Humphrey H. Wynne special commissioner under an Order of this Court in trust refered to in this bill for the sum of four thousand and three Hundred and forty seven dollars and sixty One cents bearing date the 16th day of Feby 1861 and carrying interest from date, which said deeds have been lost—The court doth now adjudge Order & deem that a lien still exists upon the said plantation called the "Grove" excepting the portions thereof sold and conveyed to John H Lee, Richard C. Wynne and William B. Wynne for the payment of the bonds aforesaid being the unpaid purchase money thereof and the court being of Opinion that the defendant Lewis Ellison is entitled to a deed for the said real estate called the "Grove" excepting such portions thereof as appear by exhibits "A B & C" to have been sold and conveyed to John H. Lee, Richard C. Wynne & William B. Wynne doth decree... that Cyrus A. Branch who is hereby appointed a special Commissioner for the purpose, execute and deliver to the defendant Lewis Ellison a deed conveying to him in fee and with special Warranty the real estate called the "Grove" not including however in said deed such portions of said Grove plantation as are included by the said defendant & wife to said Jno. H. Lee, Richard C. and William B. Wynne.

And the court further adjudge order and decree that thereupon the said Defendant Ellison execute and deliver to Cyrus A Branch William S. Peachy and John Motley a deed reconveying to them in trust the said real estate called the "Grove"...to secure the payment of the bonds aforesaid described to be payable from the said defendant Ellison to Henley L. Taylor as Guardian of Edmund C. Nannie W. and Thomas Wynne and to the said Humphrey H. Wynne as Special Commissioner

which said trust deed shall provide in the usual form for the sale of said real estate called the "Grove" upon default being made in the payment of the aforementioned bonds, but this decree shall not be so construed as to authorize any sale thereunder contrary to the provision of the statute entitled an Act to Stay the Collection of debts for a limited period passed March 2^d 1866.

And then the Court adjourned until Monday Morning next at 10 O'Clock

Jos: Christian ¹

Ellison continued to sell off or mortgage in order to satisfy his creditors. A Bill of Sale of Personal Property was made on June 10, 1867 to V. Baker of Yorktown: "I L. Ellison of James City County and State of Virginia have this day sold to V. Baker of Yorktown, York County, and state aforesaid, all of the ship timber which is at this time cut on my farm in James City County. Baker is to pay me so much per foot as he shall receive for the same in market after deducting necessary expenses of transporting the said timber to market." ²

In February, 1867 Ellison gave the deed of trust ordered by the Court in December, 1866 describing it as:

...a tract of land situate in the County of James City upon which the said Ellyson now resides, and commonly known as the "Grove" excepting and saving however such portions thereof as have heretofore been sold and conveyed to John H. Lee, Richard C. Wynne and William B. Wynne...That the said Trustees herebefore named shall permit the said Lewis Ellison to remain in the quiet and undisturbed possession of the premises hereinbefore granted until the said Henley L. Taylor guardian as aforesaid and the said Humphrey H. Wynne special Commissioner ...shall be entitled according to law to demand payment of the debts mentioned to be payable to them in the said decree of the 8th day of December 1866...And if the said Lewis Ellison shall not then fully pay the principal and legal interest which may then be due and payable upon the bonds [the said commissioners or trustees] shall sell the aforesaid tract of land Called the Grove...But no sale shall be made under this Deed until a notice of sixty days be given by posting the same at the front door of the Court House of this County and at two other public places in the said County, and if required by the said Ellison shall also be published for four weeks successively in a newspaper published in the City of Richmond or Norfolk... ¹

On September 21, 1868 the Trustees for Wynne's estate had Broadside printed by R. Lively, Williamsburg editor, offering "GROVE PLANTATION" on the James River containing about 665 acres for sale:

PUBLIC SALE
OF VALUABLE Real Estate

As TRUSTEES in a deed bearing date February 22nd, 1867, and of record in the clerk's office of James City County Court, we shall, being so required by the beneficiaries named in said deed, offer for sale at PUBLIC AUCTION in the city of Williamsburg and in front of the COURT-HOUSE door of said city, on the 25th day of November next, that very valuable and desirable estate known as the "GROVE PLANTATION."

The "Grove" is situate upon *James River*, in the county of James City, State of Virginia, and contains about Six Hundred and Sixty-five (665) acres.

The buildings consist of an excellent brick dwelling and the usual out houses, all of which are believed to be in good condition. A *Wharf* is attached to the premises, at which the James River boats regularly stop, and is the source of considerable profit to the farm. This farm, the soil of which has always been regarded as excellent, is admirably located for the *Fruit* and *Trucking* business, having daily communication with the Richmond or Norfolk markets, and the most ample facilities of communication with the Northern markets.

There is now upon the premises a choice and flourishing *Peach Orchard*. It is presumed that a person desiring to purchase will examine for himself, and therefore it is unnecessary further to describe the premises.

The deed requires the premises to be sold for CASH, but we have no doubt that a purchaser can get reasonable indulgence for a considerable portion of the purchase money, if properly secured. The title to the premises is clear and unquestionable.

CYRUS A. BRANCH,)
JOHN MOTLEY,) Trustees.
WILLIAM S. PEACHY.)

Williamsburg, Va., Sept. 21st, 1868.

In October, 1869 the Grove had been sold to Thomas G. Stratton. See: Chapter IX for further details of his ownership.

IX

THOMAS G. STRATTON

The ownership of "Grove Farm" was transferred by deed of date April 12, 1869 to Thomas J. [G] Stratton of New York from Cyrus A. Branch, William S. Peachy and John Motley, trustees of Wynne's estate and Henley L. Taylor as guardian of Thomas Wynne; Humphrey H. Wynne and Lewis Ellison uniting in the same. ¹The consideration named was \$14,000 to be paid as follows: \$1000 in cash, \$2000 at the expiration of six months from March 24, 1869, \$2000 at twelve months from late date, \$4500 on April 1, 1871 and \$4500 on April 1, 1872. ²According to the terms of purchase Stratton was granted "all their right, title, interest and estate whatsoever in law or equity in and to the aforementioned tract of land Called and Known by the name of the 'GROVE' Siteuate upon James River in the County of James City and State of Virginia, the same land whereon Lewis Ellyson now resides, together with all of the privileges, wharves, improvements or Appurtenances thereunto in any wise belonging." ³

Stratton kept Grove Farm only ten months. On December 2, 1869 he gave a deed to Fanny Choles of New York City. The consideration named was \$13000 subject to a deed of trust executed by Stratton to Branch, Peachy & Motley, Trustees, of date April 12, 1869. ¹

For further details of Choles's ownership, see [Chapter X](#).

X

YOUNG B. CHOLES and FANNY CHOLES

On December 2, 1869 Thomas J. Stratton of James City County and Mary E., his wife, sold to Fanny Choles of New York City three tracts of land known as "Grove," "Red House" and "French Ordinary or Saw Mill" comprising total acreage of 871 acres:

[Dec. 2, 1869]

THIS INDENTURE MADE the Second day of December in the Year of our Lord One thousand eight hundred and Sixty nine. Between Thomas J. Stratton of James City County and State of Virginia and Mary E his Wife party of the first part and Fanny Choles of the City of New York of the Second part. WITNESSETH: That the Said party of the first part for and in Consideration of the Sum of Thirteen Thousand Dollars lawful money of the United States of America, to them in hand paid the receipt whereof is hereby Acknowledged, have granted, bargained Sold aliened remised, released Conveyed and Confirmed, and by these presents do grant, bargain, Sell, alien, remise release, Convey and Confirm unto the party of the Second part and to her heirs and assigns for Ever, All those three peices [sic] parcels or farms of land Situate on James River in Said County of James City and State of Virginia. The first of Said peice is Known as the red house tract and Contains by Estimation, One hundred and Seventy One Acres more or less.- The Second peice or parcel is Known as the French Orⁿ ary [sic] Woods or Saw mill tract, and the other Known as the "Grove" and all three of Said tracts are generally Known as and Constitute the "Grove" and Contain Eight hundred and Seventy One acres be the same more or less. (Exclusive of those Several portions of Said Grove farm heretofore Sold and Conveyed by Lewis Ellyson, to John H. Lee, Richard C. Wynne and William B. Wynne. by Sep^e rate Deeds. which are recorded in the Clerks Office of James City County Court) Together with all and Singular the tenements herditaments and Appurtenances, there to belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof. And also all the Estate, right title and interest, property possession, Claim and demand whatsoever as well in law as in Equity of the Said parties of the first part of in or to the the above described premises, and every part and parcel thereof, with the Appurtenances to have and to hold all and Singular the above mentioned and described premises, together with the appurtenances, unto the Said party of the Second part her heirs and assigns forever. This Conveyance is made subject to a trust deed executed by the said Thomas J Stratton to Cyrus A Branch, William S Peachy, & John Motley Trustees &c. to Secure the payment of Thirteen Thousand Dollars bearing date on or about the 12th day of April 1869 which the Said party of the Second part hereby assumes and agrees to pay as the Consideration or purchase price above mentioned to Said Trustees.

And the Said Thomas J. Stratton, for himself and his heirs and assigns forever - the said premises in the quiet and peaciable possession of the Said party of the Second part, her heirs and assigns, against the said party of the first part her heirs and against all and every person and persons whomesoever, lawfully Claiming or to Claim the Same, Shall and will warrant and by these presents forever defend.

In Witness whereof the Said parties of the first part have hereunto Set their hands and seals the day and year first above written

Sealed and delivered)

In Presence of)

T. J. Stratton (Seal)

Mary E. Stratton (Seal) ¹

[Recorded in Clerk's Office James City County and the City of Williamsburg March 29th 1871.]

Choles paid Stratton \$13,000 on total purchase price of \$24,000. The Conveyance was made subject to a trust deed executed by Stratton to the trustees of Wynne's estate to secure the payment of \$13,000 bearing date about the 12th of April 1869. ¹

Little is known about Choles at the Grove from 1869 when he moved there until 1874. In that year Fanny B. Choles and Young B. Choles were charged in Jamestown Township by the Treasurer of James City County with taxes due upon 875 acres of land, tax assessment \$118.30; personal property tax \$10.98 and Capitation tax \$1.50 making a total of \$130.78. ²

From two notices advertising proposed sale of the Grove it is clear that Stratton had not paid off the \$13,000 due prior to his sale to Choles which had involved Choles in a clear title to the property:

[February 21, 1874]

PUBLIC SALE OF VALUABLE REAL ESTATE IN THE COUNTY OF JAMES CITY.—

As trustees in a deed made by Thomas J. Stratton, and of record in the clerk's office of James City County Court, and being, in writing, so required to do, by the personal representative of the late Thomas Wynne, we will, on the second MONDAY, in March, 1874, offer for sale at the court-house door, in the city of Williamsburg, that well-known and VALUABLE REAL ESTATE called the "Grove", situated on James river, and containing from 700 to 900 ACRES. This is a fine estate. The buildings consist of a dwelling elegantly fitted up, containing twelve rooms, two large brick kitchens and the usual out-houses found on such an estate. The land is of the finest quality and well enclosed. It is hoped that a person desiring to purchase will examine for himself before the day of sale.

TERMS: Enough cash to pay expenses of sale, and the residue of unpaid purchase money, amounting in all to about \$11,000; and for balance, such credit will be given as may be prescribed by the present proprietor on the day of sale, or in the absence of directions, by the trustees.

CYRUS A. BRANCH

W^m S. Peachy.

Trustees. ¹

The Grove is described as "a dwelling elegantly fitted up, containing twelve rooms, two large brick kitchens and the usual out-houses..." total amount asked for the plantation entire was \$11,000.

Three months later a similar notice of proposed sale of the Grove in June would indicate that the first proposed sale was not held. In the notice below Mr. Choles is mentioned as in residence and willing to show prospective buyers the place:

[May 19, 1874]

PUBLIC SALE OF VALUABLE REAL ESTATE IN THE COUNTY OF JAMES CITY.—

As surviving trustees in a deed made by Thomas J. Stratton, and bearing date April 12th, 1869, to secure the payment of the deferred purchase money of the farm called the "Grove," and being required in writing by the personal representative of the late Thomas Wynne so to do, we will offer the REAL ESTATE known as the "Grove," for sale on the second Monday in JUNE NEXT, that being the County court-day for James City and the city of Williamsburg. The sale will take place in the city of Williamsburg, and at the door of the court-house. The "Grove" is beautifully situated on James river, containing about 700 ACRES OF LAND, and well adapted to the cereals, and especially suited to trucking. The dwelling is probably the best in the county, ample for the accommodation of a large family, and fitted up in elegant style. The outer buildings are in excellent condition, and the fencing of superior quality. It is of little utility to enumerate in an advertisement the various advantages and merits of a farm offered for sale, as a purchaser always prefers to examine for himself. It may, however, be said that a more desirable place in all respects cannot be found upon the Peninsular. Mr. Young B. Choles, the present occupant, will take pleasure in showing the farm to any one desiring to purchase.

TERMS: Cash enough will be required to pay the expenses of sale, and the unpaid purchase money now due and payable, which will probably be \$10,000, and for any residue of purchase money such credit will be given as may be prescribed by Mr. Choles. It is very probable that the persons interested may consent to a reasonable credit for a part of the cash payment, and if so it will be announced on the day of sale.

CYRUS A. BRANCH

WM. S. PEACHY

Surviving Trustees ¹

In October 1874 Young B. Choles "applied to Stephen D. Roberts and Mary A. Roberts of New York City to purchase his farm on which he then resided known as Grove, James City County." He represented it as three pieces of property: the Grove proper of 386 acres, the Red House tract of 181 acres more or less and the Saw Mill tract of 337 acres. Choles stated that the Grove proper had a

commodious dwelling house of great value worth with other tracts \$100,000, that he had bought it in 1869 at \$24,000 with the only lien upon it, a mortgage of \$13,000 which he still owed as the balance of the purchase money due. In November 1874 Choles furnished Roberts with an abstract to title prepared by his lawyer. ¹See: Plat of this property furnished Roberts by Choles in 1874. ²

Roberts agreed to buy the Grove from Choles. See: Chapter XI.

XI

STEPHEN D. ROBERTS AND MARY A. ROBERTS

In a suit in Chancery Court of James City County and City of Williamsburg in October 1874 the following was recorded relating to the differences between Young B. Choles and Stephen D. Roberts. It seems that Young B. Choles who resided upon the farm called "The Grove," James City County applied to Stephen D. Roberts and Mary A. Roberts of New York City to purchase his farm. The Roberts stated that "they were natives of 'old England' & having lived there up to about four Years ago, when they came to this country & settled in the City of New York, bringing with them their pecuniary means, which were considerable." ¹Choles represented the farm of several tracts thus: (1) the Grove proper of 386 acres, (2) the Red House of 181 acres and (3) the Saw Mill tract of 337 acres. ²He stated that there was "a commodious dwelling house of great value...[total] all together worth \$100,000, that he had purchased the said farm in 1869, very cheap at \$24,000, & the only lien upon it was a mortgage of \$13,000 which he owed as the balance of the purchase money due."

On November 9, 1874 Choles through his attorney furnished Roberts with an abstract to title ¹to the said Grove estate representing that the title to the same was good and perfect if the said \$3,000 owing was paid off. Roberts agreed to purchase the "Grove proper" of 387 acres for \$20,000 to pay in several installments—the last of date November 1878.

In the suit Roberts and wife complained that Choles had retained the Red House and Saw Mill tracts and he should be forced by court to sell and apply proceeds to the debt due him prior to Roberts' buying and that Roberts should not be liable.

James Hubbard, lawyer for Choles had prepared and executed the following deeds: (1) a deed of November 24, 1874 from William S. Peachy surviving trustee, H. L. Taylor guardian, H. H. Wynne adm'r, Thomas Wynne, Edward C. Wynne and Nannie W. Wynne to the said Young B. Choles by which the parties of the first part conveyed all their right, title and interest in and to the said entire tract of land called the "Grove" consisting of three separate tracts or parcels as aforesaid, in consideration of the said Choles paying cash \$2000 and the balance of the purchase money \$8,353.29 in three installments...(2) a deed in trust bearing date with the first deed from the said Young B. Choles to William S. Peachy and the said James F. Hubbard, trustees, by which it will appear that Choles conveyed to Peachy and Hubbard "all of the entire 'Grove estate,' including the said 'Grove proper', 'Red House' tract & 'Saw mill' tract to secure the payment of the \$8,353.29 payable in three installments." And (3) a deed of the same date as the first and second deeds from the said Young B. Choles and Fannie of the first part, James F. Hubbard and James S. Roberts of the second part and Stephen D. Roberts and wife of the third part. By the third and last deed it will appear that Choles and wife conveyed to Hubbard and James S. Roberts trustees only the "Grove proper", which Fannie Roberts had paid \$2000 cash and gave bond for \$2048 to be paid April 16, 1875; \$800 second installment and gave mortgage of a house in Brooklyn valued at \$7000 making a total of \$11,848 paid or agreed to be paid to Choles by Mrs. Roberts. ¹

On February 8, 1877 Mary A. Roberts, widow of Stephen D. Roberts, Emma M., Charles W. and James S. Roberts, children of said Stephen D. Roberts—all of age, Mary A. Roberts, child under age, gave a deed of trust to John E. K. Schwenk of Union County, Pennsylvania: for the Grove containing 387 acres and bounded thus:

On the South West by the James River: North by the land of J. Henry Lee: North East by the public Road leading from Williamsburg to Warwick Courthouse: and South East by the lands of James Pancost and the Blow Estate, being the same mentioned and particularly described in the deed from Young B. Choles and Fanny his wife Stephen D. Roberts and Mary A Roberts, his wife, to James F. Hubbard and James S. Roberts, trustees, bearing date the 24th day of November 1874. and of record in the Clerk's office of the said County of James City in the State of Virginia, and also mentioned in a certain agreement made November 15th A.D. 1876 between Saml. K. Schwenk and Charles W. Roberts, and the said parties of the first part further grant convey and deliver to the said party of the Second part all stock, farming implements, interest in crops, brick machine, household and Kitchen furniture and all other personal property upon the premises.

It is particularly agreed that the said Schwenk does not assume the payment of any indebtedness whatsoever that may be due or become due from any of the parties of the first part upon the premises hereby conveyed.... ¹

A few months prior to the above noted deed of trust Mary A. Roberts sold her personal effects to her daughter:

[October 28, 1876]

...for \$200 received & the further sum of \$300 to be paid in 3 equal installments of 6, 12 & 19 mos. I, M. A. Roberts hereby sell to my daughter E. M. Roberts all my furniture and effects farming tools and horse, buggy, harness, crops & all

belonging to me wharfage dues and all debts due to me at the Grove Farm.

Mary A. Roberts. ¹

It is obvious that the sale to her daughter was never consummated. The interest of the above business transaction is the reference to "wharfage dues." ²

In the absence of court records it is impossible to know just what transactions followed. However, Roberts, being dead, and his widow involved financially, it is most reasonable to assume that she defaulted in payments to the Wynne family who still were owners by defaults of Choles, Ellison and others.

By June, 1881 Nannie W. Wynne, youngest child of Thomas Wynne who had bought Carter's Grove in 1838 from Philip Lewis Carter Burwell, became the owner. Her brother, Thomas Jr. had died. Her brother, E. C. Wynne and Lucy, his wife, for a consideration of \$2598.55 conveyed their right, title and interest in "The Grove" containing 380 acres to her. Details of her ownership will be noted in Chapter XII.

XII

NANNIE W. WYNNE ¹

The plantation known in previous chapters as the "Grove" had returned again into the hands of the Wynne heirs through default of the last owner.

On June 10, 1881 E. C. Wynne and Lucy A., his wife of James City County signed over all their right, title, interest and estate in law and equity to his sister, Nannie W. Wynne:

[June 10, 1881]

This Deed made this 10th day of June A.D. 1881 between E. C. Wynne and Lucy A. his wife of the County of James City State of Virginia party of the first part and Nannie W. Wynne party of the Second part:

Witnesseth that for and in Consideration of the Sum of Two Thousand five hundred and Ninety Eight Dollars and fifty five Cents to the Said E. C. Wynne in hand paid at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged the Said E. C. Wynne and Lucy A his wife parties of the first part do by these presents grant, bargain, transfer assign and Convey unto the Said Nannie W Wynne party of the Second part. All their right title interest and Estate both at law and Equity in and to that Certain tract or parcel of land located on the James River, in the County of James City Known as "The GROVE" Containing three hundred and Eighty acres more or less.

Witness our hands and seals this 10th day of June 1881.

E. C. Wynne (Seal)

L. A. Wynne (Seal) ¹

[Recorded in the Clerks Office of James City County and the City of Williamsburg June 27th 1881.]

Research has not discovered if Nannie W. Wynne lived at Carter's Grove from June, 1881 to November, 1883 when she conveyed through her commissioners the plantation to E. G. Booth of Philadelphia. ²

At Olive Branch Christian Church, near Toano are the tombs of Nannie Waller Wynne and her brother, Thomas Wynne which read thus:

NANNIE WALLER WYNNE Age 64 Years THOMAS WYNNE son of Ann Camm & Thos. Wynne Born Sept. 18, 1845 Died March 21, 1875

The following two inscriptions are on gravestones in a cemetery near Lightfoot, Virginia, just off Route 60:

Dr. Edward Camm
Wynne
Son of Thomas Wynne and Ann Camm Waller
Born at
Carters Grove
Feb. 16, 1850
Died at
Newport News Va.
Aug. 27, 1924
Graduate of the

Virginia Medical
College
March 1876

Lucy A. Wynne
July 11, 1858
March 11, 1912

Carter's Grove (land side) before 1907

Source: Valentine Museum: Cook Collection [No Image]

XIII

EDWIN G. BOOTH [Sr.]

According to a note in the Brock Notebook, Virginia Historical Society, E. G. Booth purchased "The Grove" situated upon Burwells Bay in 1879:

Feb. 1879. E. G. Booth has purchased the famous estate "The Grove" situated upon Burwells Bay 6 miles from Williamsburg, which originally belonged to Rob^t Carter, Pres^{dt} of the Council and Acting Gov. of V^a known as "King Carter", he renovated and restored it and proposes that it shall be a place for holding celebrations of state historic anniversaries &c. ¹

If Mr. Brock was correct in his statement that Booth had bought "The Grove" — such transaction was not completed or recorded in James City County Clerk's Office until 1884. The Deed was written on November 19, 1883:

[W. G. W. Farthing, Special Commissioner for Nannie W. Wynne, E. C. Wynne & Lucy his Wife to E. G. Booth of Philadelphia, Penn.]

[November 19, 1883]

[Following Chancery Cause and Causes under Thomas Wynne vs H. H. Wynne and H. H. Wynne and A. C. Nickle vs Peachy & Armistead, Trustees, the bill of sale was recorded thus:]

Whereas on the 7th day of November 1883, It was decreed and ordered by the Circuit Court of the County of James City and the City of Williamsburg, in a Certain cause or causes therein depending on the Chancery side of the said Court, under the style of Thomas Wynne vs H. H. Wynne and A. C. Nickle vs Peachy & Armistead Trustees, (that it appearing to the Court, That E C Wynne and Nannie W Wynne have paid all the money directed to be paid by decrees in said Causes on the 26th of April 1881 and May 11th 1883) W. G. W. Farthing who is hereby Appointed special Commissioner for that purpose shall Convey by deed, duly acknowledged for record the tract of land in the proceedings in said Causes more fully described: and Known as the "Grove proper" to Nannie W Wynne, and that E C Wynne and Lucy A his wife should unite in the Said Conveyance,...

And whereas the Said Nannie W. Wynne has Sold the said tract...described as the "Grove" for the Sum of Seven Thousand, five hundred Dollars to E G Booth of the City of Philadelphia, State of Pennsylvania, and whereas the whole of the purchase money, has been paid, or Secured to be paid to the Said Nannie W. Wynne and She has directed the Same to be Conveyed to the Said E. G. Booth party of the Second part.

...Said tract...situate and lying in the County of James City in the State of Virginia, Known as "The Grove" Containing by estimation Three hundred and Eighty Seven acres more or less, bounded North by the land of Henry Lee, South by the James River, East by the public highway leading to W^{ms} burg. South East by the land of Mulford. West by James River, and the parties of the first part, the title to the said tract or parcel of land, against them, their heirs, and all persons Claiming by through or under them will forever warrant and defend.... ¹

Edwin G. Booth died in 1885 in Philadelphia leaving a will which was recorded there and a copy put on file in James City County, Virginia court records:

[August 21, 1885]

I, Edwin G. Booth, being of sound and disposing mind and memory and fully trusting in God for proper impulses do hereby make this as my last will and testament...

...

4th I leave to my son Dr. E. G. Booth, as Trustee for his wife, and children born at the time of my death or afterwards, my large Clifton house ¹in Richmond and my Carter's grove and Beechwood farms James City County Virginia with the

privilege of changing these properties whenever an bill presented to the Judge of the Circuit Court, having jurisdiction over them said Judge may affix his approval of said changing, imposing on him no responsibility of any kind...

Witness my hand and seal all in my own handwriting this 21st day of August 1885.

Edwin G. Booth (Seal)

Samuel L. Taylor

Henry T. Wright

Daniel A. Fitzgerald

Dr. Edwin G. Booth, ³son of Edwin G. Booth, Sr., who died in 1885 had married Clara H. Thomson of Jefferson County, West Virginia in 1870. In 1885 they had five living children: Frances B. eleven years old, Henrietta nine years old, Edwin seven, John five and Clara three years. William H. was not born at this date. ¹

According to Dr. Lyon G. Tyler's *Virginia Biography*, Dr. Booth was living in Nottoway County, Virginia until 1886 when he removed with his family to Carter's Grove.

In 1890 Dr. Booth bought of Warren G. Elliot, special commissioner representing the George Blow estate property known as "Big Neck" containing 640 acres, 1 road. Eighty-two acres known as "Grices" is included in the 640 acres. ²

While the Booth family was living at Carter's Grove—around 1896-1897—A. Burnley Bibb, architect, described in *The Georgian Period*, a book of photographs and measured drawings of Colonial work with text, his visit there. Sketches were made and a detailed description of the interior and exterior were noted:

...

An almost incredible misfortune has in recent degenerate times befallen the beautiful woodwork of this great hall: dado and panelled wainscot, swelling frieze and dentilled cornice, fluted pilaster and sculptured capital, panelled arch and noble en[t]ablature, all have been painted by some vandal hand—and I hasten to absolve the present proprietor, who is guiltless of the crime—in shrieking tones of red, white, blue, and— *mirabile dictu* —green: Absolute justice to the artist compels me to add that he has used his green rather sparingly, but what there is of it is most relentlessly green. And yet, under all this coarseness, while it is almost impossible to get the proper value of certain members to which the harsh coloring has given exaggerated weight, one can still see the dignity of the whole scheme of decoration. ¹

An article by Augusta Owen Patterson in *Town & Country*, April 15, 1933 referred to the red, white and blue painting of the woodwork at Carter's Grove. According to her story it was done in 1881 in honor of the Yorktown Centennial:

...It is, perhaps, an exaggeration to say that the original house was left absolutely undesecrated during the passage of time as the splendid Virginia pine hall, in the style of fine oak halls of England, was painted red, white and blue, in honor of the Yorktown Centennial in 1881,... ²

By October, 1905 Dr. Booth as trustee for his children by the will of his father entered into a contract with Piedmont and Tide-Water Land Company, Columbia, Virginia, to sell the tract. It was described as in James City County, 400 acres total, 300 of which is cleared and 100 acres flat land on James River; 100 acres in woodland of oak, pine and cypress; rich soil and fine marl bank; 2 ½ miles from Grove Station, C & O railroad; fine brick mansion 80 feet by [sic] spacious basement with 2 out brick buildings, carriage house and barns and stables; 900 yards from the water situated on high bluff 100 feet above water and place noted for health for over 100 years and splendid water view. Price: \$40,000 and terms easy. ¹

In his effort to sell the property Dr. Booth had Sydney Smith, surveyor for York County make a plat of the tract which plat was signed by Smith on January 3, 1907. ²The house is drawn with a road to it from the Williamsburg to Newport News main road; the acreage is noted as 393 40/100 and the road leading to Grove Wharf Landing is drawn in.

The Virginia Gazette, Williamsburg of date December 15, 1906, carried this information about the sale of Carter's Grove by Dr. Booth:

TAKES POSSESSION IN SPRING

Mr.T.C. [P] Bisland, who recently purchased historic Carter's Grove, will probably not take possession of his estate until the early spring. Mr. Bisland is engaged in business in New York City and will spend only a portion of his time at his country place, coming down on his yacht.

The new owner of Carter's Grove is a native of Mississippi, but lived in New Orleans some time before going North. Both Mrs. Bisland and her sister, who was with her when the Bisland's purchased Carter's Grove are members of the Daughters of the Confederacy.

Mr. Bisland will expend many thousands of dollars in restoring Carter's Grove to its condition before war devast[at]ed it.

Dr. and Mrs. Booth have not yet decided where they will reside. Dr. Booth still owns his ancestral home "Shenston" near Blackstone, in Nottoway County...it is more than probable that he will yield to the wishes of his friends here and locate in Williamsburg.

Dr. Booth is probably better known throughout the country than any other citizen of James City. His open-handed hospitality is proverbial. ¹

The deed to T. Percival Bisland was recorded January 28, 1907 in James City and the City of Williamsburg Court records.

[Jan. 28, 1907]

[E. G. Booth, Trustees & als to T. P. Bisland of New York]

[Consideration: \$40,000]

[Edwin G. Booth late of Philadelphia, died testate & possessed of a tract of land herein fully described. His last will was dated August 21, 1885 & probated in Orphans Court of Philadelphia, a copy recorded in Clerk's Office of James City County and the City of Williamsburg Will Book 2, pp. 413-415, and a copy in Chancery Court of Richmond March 23, 1886. The said tract of land was devised to the said Edwin G. Booth Trustee for his wife and children born at the time of the death of the said Testator or afterwards...] ...

NOW, THEREFORE, THIS DEED WITNESSETH: That the said parties of the first part, for and in consideration of the premises and of the sum of Forty Thousand (\$40,000.00) Dollars,...do grant, bargain, sell and convey unto the said T. P. Bisland, his heirs and assigns forever, with General Warranty, the following described property, to wit: All that certain tract, piece or parcel of land, with the buildings and improvements, rights, privileges and appurtenances thereto belonging, situate lying and being in Jamestown Magisterial District, James City County, in the State of Virginia, known as "The Grove", more recently called "Carter's Grove Farm", containing, by estimation, three hundred and eighty-seven (387) acres, more or less, bounded and described as follows: On the North by the land formerly belonging to Henry Lee, now the property of Charles D. Lee, and Sarah Lee, on the South by James River; on the East by the public road leading from Williamsburg to Newport News; on the South-east by the land formerly belonging to Mulford, now the property of T. H. Stryker, and on the West by James River, the same being the land conveyed to Edwin G. Booth, Sr., by deed from W. G. W. Farthing, Special Commissioner, and others, dated November 19, 1883, recorded in the Clerk's Office of said Court in deed Book No. 4, p 436, more particularly bounded and described as follows, as shown by a plot and survey thereof made by Sydney Smith, Surveyor, as follows: ¹

By March, 1907 Dr. Booth and family had moved out of Carter's Grove. An item in the *Virginia Gazette* stated: "Dr. E. G. Booth former owner of Carter's Grove, is storing his furniture at the home of Miss Sherwell on Palace Green." ²Miss Sherwell lived in the Wythe House.

XIV

T. PERCIVAL BISLAND

In the preceding chapter the conveyance between Dr. Edwin G. Booth and Percival Bisland was noted. ¹The deed stated that "The Grove," more recently called "Carter's Grove Farm" contained by estimation three hundred and eighty-seven (387) acres.

Mr. Bisland lived only a year following his purchase of Carter's Grove. *The Virginia Gazette* of January 4th 1908 noted his passing:

[January 4, 1908]

After an illness of only a few months with tuberculosis, Mr. T. P. Bisland, owner of Carter's Grove, passed away on Christmas day. Mr. Bisland came here with his family after purchasing Carter's Grove. He made many friends in his adopted home. The remains were taken to Baltimore for burial. ²

It was noted in subsequent newspaper notices that Mr. Bisland had used a New York City architect in restoring Carter's Grove and that he spent between \$20,000 and \$30,000 on it. Figures as to how much Bisland spent during his life there, are not available, but, fortunately, the name of the architect, W. W. Tyrie, was filed in papers necessary in the settlement of the estate:

[July 2, 1908]

1908 July 2nd

To this amount paid R. B. Knowles, Attorney for W. W. Tyrie for services as architect at Carter's Grove, Va.—\$815.00 ¹

Mr. Bisland had the mansion house connected to the kitchen, put in a furnace and several baths by cutting off parts of the bed rooms. He paid \$225 insurance on Carter's Grove. ²From depositions following his death, it seems as though Mr. Bisland went into

farming on a big scale for that day and bought machinery for which local farmers had no use or need and experimented in general.

Prior to his death Mr. Bisland had deeded Carter's Grove to his wife, Mrs. Margaret Bisland:

[October 19, 1907]

...

All that certain tract, piece or parcel of land, with the buildings and improvements, rights, privileges and appurtenances thereto belonging, situate, lying and being in the Jamestown Magisterial District, James City County, in the State of Virginia, known as "The Grove", more recently called "Carter's Grove Farm", containing, by estimation, three hundred and eighty-seven (387) acres, more or less, bounded and described as follows:

On the North by the land formerly belonging to Henry Lee, now the property of Charles D. Lee and Sarah Lee; on the South by the James River; on the East by the public road leading from Williamsburg to Newport News; on the Southeast by the land formerly belonging to Mulford, now the property of T. H. Stryker; and on the West by James River, the same being the land conveyed to Edwin G. Booth, Sr., by deed from W. G. W. Farthing, special commissioner, and others, dated November 19, 1883, recorded in the Clerk's Office of said Court in Deed Book No. 4, page 436, more particularly bounded and described as follows, as shown by a plot and survey thereof made by Sydney Smith, surveyor... . ¹

Mrs. Margaret Bisland and Charles W. Wetmore were executors of the will of T. P. Bisland written October 9, 1907 and recorded in December 1908. ²

During the spring, and summer of 1908 and 1909 Mrs. Bisland stayed on at Carter's Grove. *The Virginia Gazette* carried many items of local people in Williamsburg who spent week-ends at Carter's Grove: Mrs. Randolph Harrison, Miss Louise Harrison, Miss Ann Ruffin, Miss Nora Macon, Misses Garrett, Mrs. Spencer and Dr. and Mrs. W. A. R. Goodwin. ¹

Fleming Brown was a butler for Mrs. Bisland for three years, according to his sworn statement. ²

In June 1910 Mrs. Bisland had taken out two options for property to the west of Carter's Grove. The first on the Lee Property:

Option Taken on Farm

Mr. Charles D. Lee and wife, and Miss Sarah A. Lee, his sister, have sold their farm adjoining "Carter's Grove," to Mrs. Margaret Bisland, owner of the latter place, for \$12,000. Mrs. Bisland bought the place on contract, putting up an option of \$100, another payment to be made by December, 1911. The Lee farm contains 325 acres. It is currently reported that an option has been or will be secured on Mr. T. H. Stryker's farm in the same section. An air of mystery surrounds these deals, but it is probable an important and far-reaching deal that may mean much to that section of the country, is on. ¹

A second option was on property known as the "Red House". On the same day Mrs. Bisland signed over her interest in the Red House tract to Norvell L. Henley, trustee. She had bought this outright for \$5,000. ²

A few days later *The Virginia Gazette* carried a long article:

HISTORIC FARM SOLD

Carter's Grove the Place

According to report, the truth of which seems to be assured, Carter's Grove has been sold. Although no deed has been passed, nor any contract recorded, it is apparent that the historic farm has changed hands, the deal having been closed some time ago.

The report is that the corporation that has been securing options on lower James City farms, and which recently purchased the Whitaker Lee place, has purchased Carter's Grove for the magnificent sum of \$350,000. Of this, the report says, Mrs. Bisland received \$150,000 in cash and the balance, \$200,000, in stock of the corporation.

Charles Hauks, of Washington, who is son-in-law of Pullman, the palace car man, has moved into Carter's Grove, and Mrs. Bisland has gone to Baltimore to live. It is said she has had built for her in that city a handsome home in which she will reside permanently.

Considerable handsome furniture arrived some weeks ago for the use of the Hauks' at Carter's Grove. It has been removed to that place. Mrs. Hauks has been in Williamsburg several days, going down to her new home Monday.

The purchase of Carter's Grove gives color to the reports that "something is doing" down that way, or that something is going to be done in the very near future. One of the men connected with the company has said that as much as \$2,000,000 would be spent upon the development of the proposed enterprise for which land has been purchased in lower James City. It is also reported that experts found a deposit of marl on Carter's Grove worth over a million dollars.

Just how much truth there is in all that has been said, will be proven by what is actually done in the future. This much is

known, somebody is spending some money evidently for big stakes. ¹

Mrs. Bisland had been ill for over a year. *The Virginia Gazette* of September 8, 1910 carried notice of her death in Philadelphia and burial in Baltimore:

MRS. MARGARET BISLAND,

Mrs. Margaret Bisland, widow of T. P. Bisland, whose death occurred less than two years ago, died last Sunday night in a Philadelphia hospital where she had gone for medical treatment. Mrs. Bisland who was only 37 years of age, had been ill for more than a year with heart trouble. She is survived by two sisters. The funeral took place in Baltimore—her remains rest by her late husband.

Mrs. Bisland was the owner of Carter's Grove and was well known and held in the highest esteem in this county and city. Her sudden death was a great shock to her friends here. ²

In October following the death of Mrs. Bisland there was a "PUBLIC SALE" of Personal Property at auction:

PUBLIC SALE:

Of The Personal Effects of the Late
Margaret B. Bisland, deceased.

Acting under a decree of the Circuit Court of the City of Williamsburg and County of James City, I shall offer for sale, at public auction on the premises, at Carter's Grove, in James City county, Virginia, on Saturday, October 29, 1910, beginning at 11 o'clock, a.m. all the personal property of the late Margaret B. Bisland, consisting, among other things, of the following:

Five suites of handsome bedroom furniture, consisting of tiester [sic] bedsteads, wardrobes, bureaus etc. Drawing room, dining room, library and hall furniture, carpets, druggets, rugs, etc.; silver, china, and glass ware; kitchen furniture, cooking utensils, etc.; six horses, one colt, one pair good work mules, carriages, buggies, wagons, harness, etc. A lot of farming implements. Cows, hogs, poultry, corn, hay, fodder, etc., and many other articles too numerous to mention.

TERMS:—All sums under twenty dollars, cash; all sums over twenty dollars, upon a credit of six months, to be evidenced by negotiable note, with approved security.

Persons desiring to attend the sale should get off at Grove Station on the C. & O. Railway, which is within two miles of Carter's Grove, or take the fast trains to Williamsburg, which is only eight miles distant.

T. H. STRYKER, Curator. ¹

In November, 1910 the Free Library of Williamsburg through the E. C. A. "purchased the private library at Carter's Grove, thus adding 250 volumes of the best classical and modern fiction as well as valuable histories, practical works, essays and books of travel." ¹Two months later, the sister of the late Mr. Bisland, Mrs. Elizabeth Bisland Wetmore, a well-known writer increased the library by a most generous gift of 200 volumes. ²*Who Was Who in America* (1897-1942) has this biographical sketch of Mrs. Wetmore:

WETMORE, Elizabeth Bisland, author: b. Fairfax Plantation, La., Feb. 11, 1861; d. Thomas S. and Margaret (Brownson) Bisland; ed. at home; m. Charles W. Wetmore, Oct. 6, 1891. Began with lit. work for New Orleans *Times-Democrat*; became one of editors of *Cosmopolitan Magazine*. Episcopalian. Author: *A Flying Trip Around the World*, 1892; *A Candle of Understanding*, 1902.; *The Secret Life*, 1907; *Life and Letters of Lafcadio Hearn*, 1907; *At the Sign of the Hobby Horse*, 1908; *Seekers in Sicily*, 1909; *The Case of John Smith*, 1916. Died Jan. 6, 1929. ³

Charles Whitman Wetmore ⁴was the husband of Mrs. Elizabeth Bisland Wetmore. "He was a lawyer, financier, graduate of Harvard University 1875. President Detroit Edison Company, Director of the Mesabi Mines, Director Bethlehem Steele Company, President Montana Power Company and a noted yachtsman. He raced "Beduin" and "Psyche" in 1912." ¹

On March 16, 1911 a Trustee's Sale of Carter's Grove was advertised in the local paper—such sale to be on April 10, 1911:

TRUSTEE'S SALE:

OF CARTER'S GROVE

The Old Colonial Home of Many Distinguished Virginians.

By virtue of a deed of trust made by T. P. Bisland, and Margaret B. Bisland, his wife, dated January 28, 1907, and recorded in the Clerk's Office of the City of Williamsburg and County of James City, in James City deed book No. 10, pages 517-518, default having been made in the payment of indebtedness therein secured, and being required so to do by the holder of the bonds evidencing the said debt, and authorized and directed by decree of the Circuit Court of the City of Williamsburg and County of James City, entered on February 21, 1911, in the chancery suit therein pending, under the

short name and style of Kauser, et al. v. Dewey, et al., we will expose to sale at public auction, in front of the courthouse door in the City of Williamsburg, Virginia, on
Monday, April 10th, 1911

At the recess of the court (that being court day) the following property, to-wit: All that certain tract of land, with the buildings and improvements, rights, privileges and appurtenances thereto belonging, situate in Jamestown Magisterial District, County of James City and State of Virginia, called Carter's Grove, containing by estimation three hundred and eighty-seven (387) acres, and bounded and described as follows: On the North by the land formerly belonging to Henry Lee, now the property of Chas. D. Lee and Sarah Lee; on the South by James River; on the East by the public road leading from Williamsburg to Newport News; on the Southeast by land formerly belonging to Mulford, now the property of T. H. Stryker; and on the West by James River.

This elegant estate is situate fifty miles east of Richmond, in the tidewater section of Virginia, fronts several miles on James river, and immediately on the proposed sand-clay road from Newport News to Richmond; is within six miles of the ancient capital, the City of Williamsburg, and an equal distance from Yorktown, site of the surrender of Lord Cornwallis.

The mansion thereon was built in 1722 by King Carter. During the Revolution the English General, Tarleton, occupied it as his headquarters, and the handrails of the staircase still show the sabre cuts made by his men. It was bought only a few years ago by the late T. P. Bisland, and the work of restoration under the supervision of a New York architect, took eight months, with an expenditure of something between forty and fifty thousand dollars. With all of its modern improvements, it is today one of the most beautiful homes in Virginia, aside from its historic associations.

There are also on this property four newly constructed frame dwelling houses suitable for employees; also large and convenient outbuildings.

A part of the land is in a high state of cultivation, a part well set in timber, and besides there is an inexhaustible supply of marl deposit, suitable for the manufacture of cement, declared by experts to be the best in this country.

Terms of Sale:

Sufficient cash to cover the costs of sale, and to pay off and discharge the sum of \$18,242.50, with interest thereon from August 14, 1910, or as much more cash as the purchaser may elect to pay, the balance, if any, upon a credit of six and twelve months from the date of such sale, the credit installments to carry interest from date of sale, and to be evidenced by notes payable to the undersigned trustees, and secured by deed of trust upon the said property, said deed of trust to be executed and recorded at the cost of the purchaser.

At any time prior to the above mentioned sale, the undersigned trustees will entertain private offers of not less than \$50,000 for the above described property, upon the terms above stated, as authorized by the aforesaid decree of said court.

B. D. PEACHY,
NORVELL L. HENLEY,
TRUSTEES.

R. L. SPENCER, AUCTIONEER.

1

A few days following the above article *The Virginia Gazette* wrote extensively about the sale of Carter's Grove recently consummated:

AN HISTORIC OLD FARM
Sold at Auction for \$30,000

What was probably the biggest price paid for a single estate ever sold at public auction before the courthouse in Williamsburg, was that of "Carter's Grove" which went to a syndicate of well known men last Monday afternoon. The purchasers were Messrs. R. G. Bickford, of Newport News; Simon Curtis, of Lee Hall, and Alex. Harwood, of Grove station, whose bid was \$30,000. They were not the only bidders, but they seemed to be willing to pay the biggest price and naturally got the property. It was sold by R. L. Spencer, auctioneer, for B. D. Peachy and Norvell L. Henley, trustees, to settle the estate of the late Mrs. Margaret Bisland. It has been in litigation since the death in Philadelphia of the owner who left no will.

"Carter's Grove" is one of the most celebrated spots in Virginia. It was originally owned by Robert Carter, known as "King Carter." The present mansion was built in 1722 to 1730 by Carter Burwell, a grandson of old "King Carter." It is of old blue and red glazed brick and stands on a commanding eminence overlooking the broad expanse of the James for many miles. Its wide, spacious halls and rooms, with their beautifully hand-carved paneling, extending to the ceiling, is the admiration of all beholders. The mansion was occupied by Colonel Tarleton and his troopers during the Revolution, and the marks of

their sabers on the bannister are pointed to visitors to this day. Tarleton's men are said to have actually ridden their horses up the broad stairway.

Mr. Bisland bought the estate, which contains 387 acres, from the Booth family, and spent between \$40,000 and \$50,000 in restoring the mansion to its former glory. He died suddenly before the work had been completed. Mrs. Bisland followed him to the grave two years later.

It is presumed the new owners bought the property as a matter of speculation. Mrs. Bisland was offered \$350,000 for the estate. It is said to be rich in marl deposits. ¹

The sale was confirmed by Judge Tyler. Again *The Virginia Gazette* informed the public:

SALE OF GROVE CONFIRMED

Judge Tyler yesterday confirmed the sale of "Carter's Grove" to a syndicate at \$30,000. There was no upset bid. The price paid fell \$4,000 short of paying the second mortgage and heirs get nothing.

²

Credit is given to the Bislands in joining the kitchen wing to the main house with a connection used as a butler's pantry. Dr. Lyon G. Tyler in *Williamsburg* (1907) stated: "Carter's Grove is built in the Flemish bond, and has two detached wings." ³

Miss Ann Ruffin, now a resident of Williamsburg remembers going to Carter's Grove with her grandparents, the Harrisons who lived in the Wythe House in Williamsburg at the time. She said it was the impression that Mr. Bisland made his fortune in the silver mines prior to his being in business in New York City. She recalls that the locks at Carter's Grove were silver plated. ¹Elsie Lathrop visited Carter's Grove sometime prior to 1927. She noted that "Brass locks and hinges, silver plated, are throughout the house." ²Miss Lathrop noted, also, that "a recent owner painted this exquisite hall in red, white and blue, but a later owner removed this disfigurement, and restored it to its original beauty." ³She noted the book shelves lined with many books in the upper hall room. Mrs. Edith Tunis Sale in *Colonial Manors of Virginia* (1909) stated that "Under the stewardship of a former owner, in a burst of mistaken patriotism, the handsome wood-work of the hall was painted the national colors, and until a few years ago the mellow tones of the old walnut were lost under the blaring coating of red, white, and blue." ⁴

When Curtis, Harwood & Bickford bought Carter's Grove in 1911 they prepared a brochure in anticipation of selling it. See: Chapter XV for details of their ownership.

XV

CURTIS, HARWOOD & BICKFORD

In the Circuit Court of Williamsburg and County of James City B. D. Peachy and Norvell L. Henley, trustees acting under deed of trust dated January 28, 1907 and under decree pronounced in the above cause on April, 19, 1991, reported as follows to the Court:

That on the 2d day of May, 1911, they collected from The Curtis, Harwood, Bickford Co., the purchasers of the tract of land in the proceedings mentioned, the cash sum of Twelve Thousand Dollars, and by and with the consent of Henry A. Wise, Trustee, Assignee of E. G. Booth, Trustee, they accepted as a part of the purchase price of said land a bond of the Curtis, Harwood & Bickford Company in the sum of Eighteen Thousand Dollars, secured by deed of trust on the said property, which deed of trust was recorded contemporaneous with the deed made by the undersigned trustees, which bond for the purpose of this report was treated as a cash payment, and that upon the payment of said sum of money and the delivery of said bond and deed of trust, the undersigned executed and delivered to the said Curtis, Harwood & Bickford Co. a deed conveying the said property, with covenants of Special Warranty. [Cost of sale—\$1604.65; settlement with Henry A. Wise, trustee, Assignee of E. G. Booth, trustee, principal—\$18242.50 plus interest and other fees making total—\$19059.95; By bond of Curtis, Harwood & Bickford Co. turned in as cash—\$18000; cash paid Henry A. Wise for balance—\$1059.95; other fees—\$27.20; Cash paid H. H. Boyesen, attorney for Chas. W. Wetmore, surviving executor under the last will and testament of T. P. Bisland, decd. and mortgagee under the mortgage made by Margaret B. Bisland, dated April 30, 1908—\$9308.20 making a total of \$12000.] ¹

This Company sometime before January, 1912 had a brochure prepared entitled "Carter's Grove Virginia" (about 25 pages with pictures exterior and interior). This brochure was done with the idea of selling Carter's Grove. ²Excerpts are given below:

...

Carter's Grove is one of the famous James river plantations. The beach is very beautiful and on this property is one mile and a quarter in length, the house standing about four hundred yards from the water and one hundred feet above it. The river bending at this point, is seven miles across and has about five feet of tide. From the bluff in front of the house a distance of twenty-two miles can be seen. There is a creek which would make a fine harbor for boats, and upon the

restoration of the pier the Richmond boats could be used for merchandise and travel...

The property consists of four hundred acres, two hundred and sixty being under cultivation and the rest in very valuable timber lands, part of which is a most superb beech wood. A new orchard of two hundred and ninety trees has been started, consisting of pear, peach, plum, apple, quince and fig trees; there are also berries and grapes.

The land is slightly rolling and very well drained, the house standing on a well-shaded lawn which slopes to three terraces, then ending in a large sunken garden.

The house is surrounded by large trees, and the driveway. an eighth of a mile in length. A magnificent grove of locust trees ends at the old circular stone steps at the north entrance.

The house is of English brick and consists of the main building and two wings. It is old Colonial in design, two stories and an attic; slate roof and very thick walls; those in the cellar are, it is said, four and a half feet through; the main floor three and a half feet and the next three feet through.

The great hall, forty by twenty-seven feet, is lighted by three large windows and has a staircase of hand-carved walnut. This staircase is famous in the architectural annals of this country.

On this floor are also four rooms, the drawing and dining rooms on the south and river front, and back of these a room used as an office and a bed room, with a large bath room.

All of these rooms are panelled to the ceiling, dark with age and of very beautiful workmanship. The panelling is heart pine, but no such heart pine as the writer has ever seen. It is magnificent: The capitals and pilasters are all hand work and of great beauty of design.

The doors on the south and north fronts are very large, and in the restoration the old outside locks were put on these, as well as on all the other doors in the house.

On the second floor there are five rooms, two large bath rooms and a hall. These are all large, the library being twenty-seven by seventeen and a half feet, and has three large windows from which there is a beautiful view of the river.

The bed rooms are nearly the same size as the library, have good closet room, and the bath rooms are seventeen and a half by six and a quarter feet, and no money has been spared in making them as attractive as possible.

The cellar is perfectly dry and very light, and has five large rooms, making an excellent place for the storing of wood and coal, one room being used as a furnace room.

The kitchen is in the east wing and is a room forty-two by twenty-three feet, and has ten windows and two doors. One end of the room is used as a laundry and has four porcelain tubs. This room is furnished in hard wood and has cement walls. It is connected to the main building by the butler's pantry and cold storage room.

The west wing has also been restored and contains four rooms which could be used for guests; these rooms have open fire places as have all the rooms in the house.

The roofs of these wings, like that of the main house, are slate; and the water supply, throwing a stream twenty feet above the main roof, affords excellent fire protection.

Water for all purposes of the household and barns is supplied by a spring in the woods. From a cement basin of the spring the water is pumped by compressed air to a five thousand gallon cylindrical steel tank, obscured under ground near the house. This water has been analyzed and found to be absolutely pure.

The outbuildings consist of two houses for servants, the house stable, overseer's house, chicken house, farm barn, this last having stalls for fourteen head of cattle and the same number of horses. One laborers' house, and by the river there is a house used by the fishermen—for there are quantities of fish here, particularly shad, for which the James river is famous.

This place is completely fenced with galvanized wire fencing.

The woods are well stocked with wild turkeys, rabbits and partridge.

The land is very rich and loamy with a clay subsoil, and before the planting last year the fields were well fertilized, and the production of corn and cow-pea hay from a small portion of the open land enough to feed twenty head for one year.

The work of restoration of this property was under the supervision of a New York architect and took eight months, with an estimated expenditure of something between twenty and twenty-five thousand dollars, and with all its modern improvements is to-day one of the most beautiful places in the State, and the only house of the kind for sale on the James river.

The property can be bought on very favorable terms as to time.

It is stated, on authority believed to be competent, that the former owner of this property refused an offer of \$150,000.

Apply or write

R. G. BICKFORD, Newport News, Va.

S. R. CURTIS, Lee Hall, Va.

A. G. HARWOOD, Grove, Va.

The property was sold by Bickford and Curtis to A. G. Harwood, the third partner on January 28, 1913. See [Chapter XVI](#) to follow.

XVI

A. G. HARWOOD

The Curtis, Harwood, Bickford Company who had purchased Carter's Grove on May 2, 1911 did not continue as owners very long.

On January 28, 1913 R. G. Bickford and H. L. W. Bickford, his wife of Newport News and S. R. Curtis and Nannie L. Curtis, his wife, of Lee Hall, Warwick County, conveyed Carter's Grove to A. G. Harwood of Grove, James City County:

[January 28, 1913]

THIS DEED, Made this 28th day of January, 1913, between R. G. Bickford and H. L. W. Bickford, his wife, of the City of Newport-News, Virginia, and S. R. Curtis and Nannie L. Curtis, his wife, of Lee Hall, Warwick County, Virginia, parties of the first part and A. G. Harwood, of Grove, James City county, Virginia, party of the second part:

WITNESSETH:-That,

WHEREAS, by a certain contract date on the 10th day of April, 1911, between S. R. Curtis, A. G. Harwood and R. G. Bickford, parties of the first, second and third parts, respectively, the said parties entered into an agreement whereby they became partners in a non-trading partnership known as The Curtis, Harwood and Bickford Company, and WHEREAS, on the 10th day of April, 1911, the partnership aforesaid, purchased a certain tract of land and the buildings thereon, situate in James City County, Virginia, and known as "Carters Grove", which property is hereinafter more fully described and received a deed of conveyance therefor from B. D. Peachy and Norvell L. Henley, Trustees, dated on the 2nd day of May, 1911, and recorded in the Clerk's Office of the City of Williamsburg and County of James City, on May 4th, 1911, in Deed Book #12, pages 561, 2, 3, and

WHEREAS, the said R. G. Bickford and S. R. Curtis having sold their interest in and to the property known as "Carters Grove" to A. G. Harwood, and,

WHEREAS, the said A. G. Harwood hath requested the said parties of the first part to quit claim unto him all the right, title and interest which they, the said parties of the first part may have in the said property known as "Carters Grove" hereinafter described, -

NOW, THEREFORE, THIS DEED WITNESSETH:-That in consideration of the premises, and for the further consideration of One Dollars (\$1.00), cash in hand paid to them, the said parties of the first part, by the said party of the second part, at and before the signing and sealing of these presents, the receipt whereof is hereby acknowledged, the said R. G. Bickford and H. L. W. Bickford, his wife, and S. R. Curtis and Nannie L. Curtis, his wife, parties of the first part, have remised, released and quit claimed, and by these presents do remise, release and forever quit-claim unto the said A. G. Harwood, his heirs and assigns forever, without warranty, all the right, title and interest whatsoever, bot [sic] at law and in equity, that the said R. G. Bickford and H. L. W. Bickford, his wife, and S. R. Curtis, and Nannie L. Curtis, his wife, may have in and to the following described property:

All that certain tract, piece or parcel of land with the buildings and improvements, rights, privileges, and appurtenances thereto belonging, situate, lying and being in Jamestown Magisterial District, James City County and State of Virginia, known as "The Grove", more recently called "Carters Grove Farm", containing, by estimation, three hundred and eighty-seven (387) acres, more or less, bounded and described as follows: on the North by the land formerly belonging to Henry Lee, Now the property of Charles D. Lee and Sarah Lee; on the South by James Riyer; on the East by the public road leading from Williamsburg to Newport-News; on the Southeast by the land formerly belonging to Mulford, now the property of T. H. Stryker; and on the West by James River; the same being the land conveyed to T. P. Bisland by deed from Edwin G. Booth, Trustee, and others, bearing date on the 28th day of January, 1907, recorded in the Clerk's Office of the City of Williamsburg and County of James City, Virginia.

It is agreed by and between all the parties hereto that the Curtis, Harwood and Bickford Company was dissolved on the 15th day of May, 1912.

Witness the following signatures and seals.

R. G. Bickford, (Seal)

H. L. W. Bickford, (Seal)
S. R. Curtis, (Seal)
Nannie L. Curtis, (Seal)
A. G. Harwood, (Seal) ¹

[Recorded in the office of the Clerk of the Court of the City and County aforesaid, on the 29th day of March A. D. 1913.]

ARCHIBALD McCREA
MRS. ARCHIBALD McCREA
Photograph: Dementi
c. 1931 [no image]

XVII

ARCHIBALD MONTGOMERY McCREA

In the spring of 1927 Mr. and Mrs. Archibald McCREA, Mrs. Joseph Eddy (Sally Dunlop) daughter of Mrs. McCREA, Mr. Joseph Eddy, Mr. James Dunn and W. Duncan Lee, Richmond architect, visited Carter's Grove on a tour of inspection. Mrs. McCREA had dreamed for years of acquiring the old Burwell mansion, restoring it to its former grandeur and making it the McCREA home for the future. Being a collateral descendant of the Burwells gave her added incentive. Also, her daughters by a former marriage were direct descendants of Robert Carter ("King"). Through the Pleasants family of Virginia Mr. McCREA brought, too, his appreciation of Virginia life. It seemed a stroke of Fate that the old mansion so long neglected might be rescued and restored by loving hands and hearts.

The day was warm, the sunshine bright and the air fresh and balmy as Virginia spring days can be. The party spread out their picnic lunch under one of the three giant tulip poplars on the river side of the house and looked down over meadows which showed signs still of a former sunken garden. Though trees, shrubs and vines obscured clear views of the river, the James was there to beckon.

Tenants living in the house that day gave access to the visitors. Mrs. Eddy recalls that upon entering the great hall from the river side she saw dingy, dark stained panelling, a stairway even more discolored if possible, and a stove in the north hallway under which a large hole had been burned by fires. It was a most depressing sight to Mrs. Eddy. But, she recalls the remark her mother made within a few moments after the party entered: "How Magnificent!"

As the party passed from one room to another Mr. Lee pointed out the superb features architecturally: the great hall twenty-eight feet in width, the grand stairway in three runs with carved balusters and parquetry of light and dark wood on the half-landings, the nail heads on nosings covered by plugs of holly or box in three different designs, the elliptical arch, the carved brackets, the Siena marble mantel, fluted Ionic pilasters and dentilled cornices—much of it painted or stained by some former occupant. Mrs. Eddy realized that both Mrs. McCREA and Mr. Lee had seen beyond the vandalism and desolation, beyond the clucking chickens and fowls flying around in the cellars and beyond the anachronisms added by owners of less sensitive tastes. Here was something beyond the usual. Here was something which could be brought back to its rightful place in gracious living.

This day in the spring of 1927 was the day which culminated later in the near-perfect restoration of Carter's Grove. From that moment to the day of her death Carter's Grove became a passion with Mrs. McCREA. Reviving Carter's Grove out of the ashes, as it were, to "the most beautiful home in America" was a pure labor of love.

Doubtless there were many other trips to Carter's Grove prior to the signing of the deed which gave Mr. and Mrs. McCREA the acreage on which the ancient mansion house was waiting for their love and care.

On January 21, 1928 A. G. Harwood and Lucy M., his wife, of James City County, Virginia conveyed to Archibald M. McCREA of Lawrenceville, Virginia the following property known as "Carter's Grove":

[January 21, 1928]

THIS DEED, Made this 21st day of January in the year 1928, between A. G. Harwood and Lucy M. Harwood, his wife, of James City County, Virginia, parties of the first part; and Archibald M. McCREA, of Lawrenceville, Virginia, party of the second part.

WITNESSETH: That for the consideration of the sum of Ten (\$10.00) Dollars, together with other valuable consideration, the receipt of which is hereby acknowledged by the grantors, the said parties of the first part do hereby grant and convey with general warranty unto the said party of the second party [sic] the following described real estate, to-wit:

All that certain parcel or tract of land together with all improvements thereon and all rights, ways, easements, privileges and appurtenances thereto belonging, situate, lying and being in Jamestown Magisterial District, James City County, Virginia, commonly known as as [sic] "Carter's Grove", estimated to contain 388 1/3 acres, more or less, and more particularly bounded and described as follows:

On the north and north-west by the land formerly belonging to Henry Lee, now or formerly the property of Charles D. Lee and Sarah Lee; on the west and south-west by James River; on the south and south-east by the land formerly belonging to Mulford and more recently belonging to T. H. Stryker and on the east and northeast by the concrete state highway leading from Williamsburg to Newport News, the said parcel or tract of land being composed of the "Carter's Grove" tract and [sic] two small parcels containing one acre and one-third of an acre, respectively, adjoining each other and abutting on the said concrete state highway and lying between said Highway and the old dirt road, which is now closed and abandoned and which [sic] prior to the construction of the said concrete State Highway constituted the eastern boundary of said "Carter's Grove"; the aforesaid two small parcels having been acquired and added to said "Carter's Grove" tract for the express purpose of giving said "Carter's Grove" tract an unbroken frontage on said concrete state highway.

The said "Carter's Grove" tract, with the exception of the aforesaid two small parcels, is more particularly described by metes and bounds by reference to a certain plat of survey made by Sydney Smith, Surveyor, in a certain deed from Edwin G. Booth, Trustee, and others, to T. P. Bisland, dated January 28, 1907, and recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia, in Deed Book 10, page 512, and is the same land that was conveyed to Curtis, Harwood and Bickford, a non-trading partnership composed of S. R. Curtis A. G. Harwood and R. G. Bickford, by B. D. Peachy and Norvell L. Henley, Trustees, by deed dated May 2, 1911, and recorded in the aforesaid Clerk's Office in Deed Book 12, page 561; and the same land in which the said R. G. Bickford and S. R. Curtis and their respective wives, conveyed all their right, title and interest to the said A. G. Harwood, by deed dated January 28, 1913, and recorded in the aforesaid Clerk's Office in Deed Book 14, page 48.

The said parcel containing approximately one acre is the same parcel of land conveyed to the said A. G. Harwood by W. E. Cole, and wife, and other, by deed dated November 22, 1923, and recorded in the aforesaid Clerk's Office in Deed Book 21, page 197; and the aforesaid parcel containing one-third of an acre, more or less is the same parcel of land conveyed to the said A. G. Harwood by Effie C. Wynne, and M. W. Wynne, her husband, by deed dated December 20, 1923, and recorded in the aforesaid Clerk's Office in Deed Book 21 page 272.

Reference is hereby expressly made to all of the hereinabove mentioned deeds for a more particular and accurate description [sic] of the lands hereby conveyed. And it being expressly understood between the parties that the land hereby conveyed is sold and conveyed in gross and not by the acre.

The said A. G. Harwood covenants that he has the right to convey the said land to the grantee; that he has done no act to encumber the same, that the grantee shall have quiet possession thereof, free and clear of all encumbrances and that he will execute such further assurance of said premises as may be requisite.

WITNESS the following signatures and seals.

A. G. Harwood, (Seal)

Lucy M. Harwood, (Seal)

1

Let W. Duncan Lee, the architect, in an article written in April, 1933 for *Architecture* describe "The Renaissance of Carter's Grove":

THE RENASCENCE OF CARTER'S GROVE

On the James River, Virginia, Now the Home of
Mr. and Mrs. Archibald M. McCrea

I STARTED to head this "The Restoration of Carter's Grove," but I feel that the word "restoration" has been stretched far out of shape and I don't want to start an argument right at the beginning. An old building can be and should be faithfully restored, and left at that, if it is to be used for museum purposes solely, but if a person buys an old house, pays a lot of money for it, and intends to use it as a year-round home, he is not going to be satisfied to take his bath in a tin foot tub and go to bed with a candle in one hand and a warming-pan in the other just for archaeological reasons.

So, the job has got to be a "restoration—plus," and the plus is a great big part, like the plus in those cost-plus contracts. What is there must be brought back to its original condition. What has been destroyed must be replaced in keeping, and the whole preserved for the future. This we may call "restoration." Where enlargements are absolutely necessary, a precedent of the period should be found and followed, and while this cannot be truthfully called a restoration as applying to this building, it is still a restoration of a condition of the time as shown by other examples.

Where the building is to be adapted to modern living conditions, much equipment must be installed for which no provision was made in the original structure, and this is where the "plus" comes in. In the first place, this whole establishment contained only four bedrooms. It's true there was a large up-stairs hall, bigger than any of the bedrooms, but you just can't sleep 'em all over the floor now as they did in old times. Then, too, there had to be room for some baths and closets without cutting up the original bedrooms. This wasn't so bad, though, for there was a space of twenty-five feet between the main house and the wings on each side; this had to be filled in anyhow, to bring the kitchen in touch with the dining room

and to make the office of use as part of the house.

This kind of a gap between the house and wings never existed in Maryland. The houses there, of the same period as Carter's Grove, were built in five units, and the idea began seeping into Virginia from the Maryland border toward the close of the eighteenth century, as evidenced in Woodlawn in 1799. If Burwell, of Carter's Grove, did not intend from the first to connect up his three units, it is very probable he would have done it eventually if he had not moved from here to Carter Hall about the time woodlawn was built.

The Burwells started their building operations just at or before the beginning of the eighteenth century, with the erection of the building which later became the kitchen wing. Some years later, the owner stepped off one hundred and twenty-two feet due west and built another building exactly like the first, and it later became the office wing. From this we believe he knew at the time just what size building he would erect between the two as his main dwelling. We might be justified in going further and assuming that when he recovered from his third building operation, he would go on and connect the three units up, as has now been done, with a stretch to the whole of a little over two hundred feet from end to end.

Anyhow, filling those gaps helped to provide much additional space, but what was still needed was all those things which man has been able to devise in the past two hundred years for his own comfort and satisfaction and which we call "modern conveniences." To provide these with the minimum of disruption to the original work and still preserve the atmosphere of an eighteenth-century house was a real problem, and something which I think we have accomplished. Even more important than the additional room and modern conveniences, however, was to make certain of the structural safety of the building, to overcome two hundred years of deterioration, to safeguard against further ravages of time, and, as far as possible, to secure protection from fire; and all done with the least possible removal and no injury to the original. Of course, this could have readily been done by taking down all panelling, removing all plaster and taking up floors, but to do this where it could be avoided seemed a sacrilege. However carefully old panelling may be removed and replaced, in the doing something is lost that cannot be recaptured.

The problem here, then, became one of four parts: First, enlargement; second, structural restoration; third, period restoration; and, fourth, modern equipment. The owners and I visited the property several times before the purchase was made, and since the possibility of enlargement in keeping with the period was one of the conditions of purchase, this was fully discussed and agreed upon so that the first set of sketches, with minor changes, was accepted. Thus, the first part of the problem was practically settled. On the same visits, an attempt was made to determine what structural restoration was needed, but this, so far as the main house was concerned, was impossible, since no structural members were exposed except in the cellar. The office wing, on which no repairs had ever been made, and the kitchen, were in bad shape except for the walls. A connection between the main house and kitchen had been built some twenty years ago. This we did not like and decided to replace. The examination in the cellar of the main house showed all timbers so rotten from one to three inches on the bottom that they could be pinched off with the fingers, and a worse condition where these went into the wall was suspected. But the house was such an exceptional architectural example, so adaptable to the owners' requirements, and so ideally situated, that the purchase was decided on.

As to the period restoration part, the first visit to the place settled that. Even the terrible walnut and mahogany stains, high-gloss varnish, and china-white enamel could not hide the beauty of that panelling. The detail so closely followed the Georgian oak rooms of the time that I felt convinced that the builder, brought over from England to do the work, had carefully selected his wood and did not intend it to be painted or stained. The great temptation was to order, at once, carloads of varnish remover and dozens of painters and get down to the surface of that mellow old Virginia pine that we knew was there. But somebody remembered that the plumbers and steam-fitters were yet to come, and varnish was a good protection from greasy finger prints, so this had to wait; but eventually we were rewarded with a revelation of even greater beauty than we had suspected.

As to the fourth part of the problem, well, there was a fair-sized family and there would be plenty of guests, so there had to be baths and lots of them—not makeshifts, but real baths with all the trimmings. Heat everywhere, two-hundred-foot run of pipes and eight floor levels, and, to save that panelling, automatic control for every radiator. Electric lights of course, `phones most everywhere, electric refrigerators, electric cooking, insulation, etc., etc. It began to look as if we had bought four walls, a roof and some lovely panelling, and somewhere under and between these we had to hide a lot of things that Burwell got along without and never missed.

In three years of slow and painstaking work, it was done, and there are eleven bedrooms, seven baths, ten other rooms, a sub-cellar heating plant and a super-attic storage space. The equipment is as complete and the house, I believe, is as structurally sound as if it had been built entirely new. No panelling was removed from the walls for the purpose and only a few floor boards taken up, but every pipe, radiator, wire, and even electric switch, is completely hidden. Except for the thermostats and electric bulbs in the fixtures, there is nothing in evidence that was not there in the early part of the eighteenth century.

The purchase of the property was made just before Christmas, 1927. Survey and plans of existing buildings were started

January 2, 1928, and sketches were completed and approved January 27. Working plans were completed February 28, 1928. Before plans were completed, arrangements had been made with a builder, himself an expert mechanic and craftsman, to take charge of the work at the site on a salary basis. Work was started March 1, with a small picked force which was increased as required. All carpentry, painting, and miscellaneous work was done by selected men, all payrolls and bills for material being approved by the foreman, superintendent, and architect, and then paid by the owner. Separate specifications were prepared for each trade, and bids were taken and contracts awarded as their work was needed. This method avoided many changes and consequent extras after contracts were awarded. No sub-contractors were allowed to do any cutting into old work.

On completion of the three years' work, it was found that the entire amount paid out for overhead, profit, and administration on construction work was a fraction less than five per cent of the cost of the work. ¹

According to Duncan Lee's statement it took three years to complete the "Renascence" or restoration of Carter's Grove. The dark stains put on by a former occupant or owner were removed. Under the stains were traces of the red, white and blue paint, which was noted in a former chapter of this report. Finally, when all layers of varnish and paint had been removed, the mellow surface of old Virginia pine was revealed. Beauty and refinement was there as in the beginning when Richard Baylis executed the superb carvings and other woodwork.

Hugh S. Morrison, architect, referred to the great hallroom thus: "This room is a masterpiece—early Georgian brought to its finest maturity. Spaces are certainly shaped and well related, details are chosen with unerring taste, and the whole composed with the sure touch of a master architect. To the writer it is the finest room in all Georgian architecture." ²

Two years after the McCreas had completed the restoration of Carter's Grove a British architect of note, Arthur Oswald, visited there. His impressions were published in *Country Life* for December 30, 1933:

A COLONIAL HOUSE IN AMERICA
CARTER'S GROVE, VIRGINIA,
The Seat of MR. ARCHIBALD McCREA

THE old Colonial architecture of North America, which has been the subject of so much keen and painstaking investigation in the United States, is still comparatively little known in England, in spite of the number of substantial country houses and discreet Georgian churches which survive to show how closely the American colonists, in the century before the Secession, followed the architectural tastes and traditions of their cousins in the home country.

...

Carter's Grove is one of a number of commodious "seats" built at this period along the banks of the James River, Shirley, Berkeley, Westover and Lower Brandon belonging to the same regional group. Situated about seven miles southeast of Williamsburg, it stands on a bluff of high ground overlooking the broad river estuary and commanding superb views both up and down stream. The slope down to the river bank has been cut into terraces, and on the highest of these, immediately in front of the building, rise three huge tulip trees completely overshadowing its brick walls and slate roofs. In its position, guarded by these giant sentinels, as in the square mass of the main block with its great expanse of hipped roof, it is not unlike Westover, the old home of the Byrds, lying a few miles up-river on the same bank.

...

Entering the front door, one has the illusion of stepping into an English interior, so faithfully reproduced are the characteristic features of Early Georgian wall panelling and staircase design. Compared with other colonial examples, this woodwork is exceptionally refined, as might be expected where the design came direct from an English hand without the intervening medium of the pattern book. Not only is the detail of excellent quality, but the general treatment shows a sure architectural sense as though Minitree ¹ had had the experience of working in the office of an architect of repute. The outer hall shows a broad treatment of fluted Ionic pilasters resting on a dado and supporting a full entablature with ovolo frieze and boldly modillioned cornice. A wide elliptical arch with a "keystone" frames the narrower inner hall and staircase. This feature, though found in moderate-sized houses in many parts of England, was much used in the West Country and particularly in the neighbourhood of Bristol. The staircase at Frampton Court, Gloucestershire, and one removed not long ago from a town house in Bristol (No. 1, Trinity Street), can be quoted as close parallels, both dating from the 1730's. Though not sufficient by itself to establish the provenance of Minitree, this evidence might point to a West Country origin: Bristol, as one of the principal ports through which trade and traffic with the American colonies passed, was, at any rate, one of the likeliest centers after London where Carter Burwell might have engaged his architect. Both the balustrade of the staircase and the ramped dado panelling on the wall side are executed in dark mahogany; the floors of the half-landings are parquetry. It is interesting to find that the charming design for the carved brackets reappears in almost identical form on the north staircase at Tuckahoe in Goochland County, Virginia. The turned balusters are left plain, only the newels showing spiral twists, and these are quite simply treated by comparison with later examples in America, where not infrequently a counter spiral was carved on the core of the newel running in the opposite direction to the outer coil. The

ramped handrail in places exhibits several ugly gashes. These are said to have been made by the sabers of Colonel Tarleton's dragoons, who, when quartered in the house during the latter part of the Revolutionary War, are supposed to have ridden their chargers up the stairs, hacking away at the handrail as they did so.

Opening off the entrance hall on the right is the finely panelled room...Here again the design of the woodwork has a refined simplicity. The fireplace feature is framed by fluted Doric pilasters supporting a triglyph frieze and dentil cornice, the metopes being filled with applied stars and paterae. A very similar treatment to this may be instanced in the dining-room of Goldney House, Clifton (*circa* 1730), which has been attributed to John Wood of Bath. There the woodwork is in mahogany, and stars and paterae also appear in the metopes of the frieze, but in inlaid woods instead of as carved features. So close a resemblance between two panelled rooms only a few years apart in time but separated by a whole ocean can scarcely be a coincidence, and gives added probability to the suggestion we have thrown out, that Minitree was a Bristol man.

Towards the end of the eighteenth century Carter Burwell's son Nathaniel moved from Carter's Grove to Clarke County, where he built Carter Hall. According to tradition, it was in the drawing-room that Thomas Jefferson proposed to Rebecca Burwell, and against the same background George Washington is said to have been refused by Mary Carey of Williamsburg, afterwards Mrs. Jacquelin Ambler. After Nathaniel Burwell's departure the house knew various changes of ownership until, in December, 1927, it was acquired by Mr. and Mrs. Archibald McCrea. With Mr. W. Duncan Lee as their architect, they have carefully repaired the house and introduced modern conveniences, and, as already mentioned, have brought the detached office buildings into direct communication with the main block by filling up the intervening gaps. All the old woodwork has been preserved and many layers of paint and varnish have been removed to reveal the mellow surface of the old Virginia pine. Forty years ago a writer described the pitiful state into which the entrance hall had fallen: all the woodwork had been painted "in shrieking tones of red, white, blue and— *mirabile dictu* —green:" It is good to know that, after many years of neglect, this fine house has been rescued from the fate which has overtaken not a few of its neighbours and is once again in the hands of appreciative owners. ¹

Also, in 1933 an article appeared in *Town and Country* by Augusta Owen Patterson. It was entitled "IN RESIDENCE AT CARTER'S GROVE". A part is quoted below:

CARTER'S GROVE has been restored, not only physically but spiritually. It is not merely a benign monument to our social history; it is, actually, a fine, dignified, comfortable country house which is lived in practically the year round by Mr. and Mrs. Archibald M. McCrea. As is the case with most old houses, it is representative of progressive building. It starts with the gift of the land by Robert (King) Carter to his daughter Elizabeth when she married Nathaniel Burwell in 1690. [sic]...It was their eldest [sic] son, Carter Burwell, who built the main house in the area which had been so justly estimated for this purpose...

...The generally accepted legends connected with the house are that Colonel Tarleton of the British Light Horse Cavalry made it his head-quarters during the latter part of the Revolution and that the saber cuts of the Colonel or his troopers remain to-day in the main stair rail. Mary Carey, of Williamsburg (Mrs. Jacquelin Ambler), is said to have refused George Washington in the drawing-room and Thomas Jefferson is supposed to have proposed to Rebecca Burwell against the same background....This sums up, rather summarily, the sentimental interest of Carter's Grove, which seems unimportant in comparison to the value of the house itself, which is so architecturally true and so significant of the point of view of Mr. Burwell, who built it, and of Mr. and Mrs. McCrea, who live in it. It is fortunate that fashion drifted away from it during the years when ugliness was rampant so that its virtues were unassailed and doubly fortunate that both the owners and the architect, Mr. W. Duncan Lee, himself a Richmond man, have had so accurate an understanding of the quality of the old work that they have been able to bring whatever new work was necessary in touch with it so that there is no apparent hiatus between the centuries....

¹

Early in the 1930's Mrs. McCrea left Carter's Grove one morning en route to Richmond. Driving by old St. John's church located in the eastern end of Richmond, Mrs. McCrea noticed workmen in the yard at the old church who were loading ancient-looking ~~flagstones~~^{bricks} into a truck. With her uncanny sense of intuition, she ordered the chauffeur to stop the car and let her out. She found out that these ~~stones~~^{bricks} on which many notable patriots of the past, doubtless, had trod many, many times were being taken to the rubbish pile. Before the day was gone Mrs. McCrea had bought the ~~flagstones~~^{bricks}, called Mr. McCrea at Carter's Grove to send a truck up for them and "Please reserve remarks about my latest acquisition until I arrive home near dinner." Now, any visitor can see these ~~flagstones~~^{bricks} on which Washington, Patrick Henry, Jefferson and other Virginia patriots walked, as stepping-stones from the driveway to the Kitchen and from the driveway to the Office at Carter's Grove.

When Mr. and Mrs. McCrea moved to Carter's Grove from their summer home in Brunswick County, they brought along some of the servants who had lived on that plantation— some had been born there and never known any other life. There was Nancy the cook and John Coleman, the white-haired butler. It was John who philosophized when asked his explanation of peculiar noises: "You

can't set traps for ghosts. They are slippery."

In 1930-1931 the McCreas entertained at Carter's Grove Nelson A. Rockefeller, Winthrop W. Aldrich, U. S. Grant, II, of the U. S. Army, Alexander Weddell and Mrs. Weddell, Mrs. Jessie Ball Dupont of Delaware, Hetty Cary Harrison, Carter Glass, Bishop James Freeman and many others. ¹

On October 18, 1931 Mr. and Mrs. McCrea were host and hostess to some of the French Official Delegation in Virginia for the Yorktown Sesquicentennial Celebration. Those present were: General de Chambrun, great grandson of Marquis de Lafayette, Marquis de Grasse, great grandnephew of Admiral de Grasse, Marquis de Rochambeau, great great grandson by adoption of the Marshal Count de Rochambeau, Brigadier General d'Ollone, Vice President and Duc de Noailles, great grandnephew of Major General Vicomte de Noailles. These last two named were delegates of Society of the Cincinnati. Also, P. Durham, French Embassy in Washington, accompanied them. Bishop James Freeman, Bishop of Washington and Charles Francis Adams were guests that day.

On April 24th, 1932, the Carter's Grove owners entertained the entire delegation of Governors of the United States and their wives. ¹John Garland Pollard was Governor of Virginia at the time.

In 1934 David Rockefeller, Vanderbilt Webb, John V. Duncan, Horace M. Albright, Michael J. McDermott, Chairman Division of Current Information, Department of State, and Michel de Buisseret, Belgium, were visitors to Carter's Grove.

Twice in 1935 (July 14th and Sept. 15th) Harold L. Ickes, Secretary of the Interior, was an over-night guest. Also Harold S. and Gertrude Vanderbilt were there.

In October, 1935 the McCreas entertained the Walpole Society—a group of some thirty.

On July 5, 1936 President Franklin D. Roosevelt and Mrs. Roosevelt and Harold L. Ickes were entertained at Carter's Grove by Mr. and Mrs. McCrea. Others in the party were W. Warner Moore, Senators Carter Glass and Harry F. Byrd. In August William C. Bullitt of Philadelphia and United States Ambassador to Moscow visited the McCreas.

In November 1936 Chief O. T. Custalow, Mattaponi Indian Reservation, Sweet Hall, Virginia, paid the McCreas an unexpected call at which time he brought venison and other game. ¹The Indians were in native costumes.

A group from the National Geographic Society headed by Willard R. Culver, visited Carter's Grove in September, 1937.

The McCreas, noted for their hospitality, entertained hundreds in the years from 1930 to 1937.

Mr. McCrea died on December 19, 1937. An obituary notice appeared in the *New York Times*, AP from Richmond, December 19th.

ARCHIBALD M. MCCREA EXECUTIVE, 61, DIES

Head of Union Spring Company
Son of Ex-President of the
Pennsylvania Railroad

Richmond, Va., Dec. 19 (AP).—Archibald Montgomery McCrea, chairman of the board of the Union Spring and Manufacturing Company of Pittsburgh, died at Stuart Circle Hospital here today after an illness of several weeks. His age was 61.

A son of the late James McCrea of Pittsburgh, former president of the Pennsylvania Railroad Company, Mr. McCrea was born at Harrisburg, Pa., Oct. 21, 1876, and was educated at Yale University. Until his retirement from active business a few years ago he was known in the business and social life of Pittsburgh, Philadelphia and New York.

Since 1928 Mr. McCrea and his wife had lived at Carter's Grove, Virginia estate, near Williamsburg. A daughter, Miss Ada McCrea, also survives.

Through her marriage in 1911 to Mr. McCrea, the former Mary Corling Dunlop of Petersburg, Va., noted Southern beauty, forfeited nearly \$2,000,000 under the terms of the will of her first husband. Mr. McCrea played football while at Yale. ¹

Richmond *Times-Dispatch* for December 20, follows the *New York Times* closely but added: Archibald M. McCrea was Director of Virginia Trust Company, Director Peninsula Bank & Trust Company, Williamsburg, Member of Metropolitan Club New York City and Washington, D. C. and Commonwealth Club, Richmond. Married the former Mrs. David Dunlop of Petersburg in 1911. ²

The Virginia Gazette, Williamsburg added to *New York Times* and Richmond *Times-Dispatch*: "Funeral held at Carter's Grove on Wednesday [Dec. 22] forenoon, and was conducted by the Rev. Beverley D. Tucker, D.D., rector of St. Paul's Episcopal Church, Richmond, with many from Richmond, Williamsburg and Newport News being in attendance." ³

Mr. McCrea was interred in Hollywood Cemetery, Richmond, Virginia.

According to the Will of Archibald McCrea after certain bequests "all the rest, residue and remainder - real and personal...I do give,

devise and bequeath to my wife, Mary Corling McCrea, to be her own absolutely during her life..." ¹

MRS. ARCHIBALD McCREA

Photograph: Dementi

c. 1931

XVIII

MRS. ARCHIBALD MCCREA

(Mary Corling Johnston)

Mr. McCrea lived ten years following the purchase of Carter's Grove. In those years he and Mrs. McCrea had spent days—even months—with the architect and artisans; hours upon hours of planning the simple gardens and approaches to give the feeling of a typical country place of the gentry of the eighteenth century. Then, there were weeks of bringing into the mansion the family treasures such as portraits, silver and furniture from the McCrea, Dunlop, Johnston, and Spotswood families. Warehouses in New York and Philadelphia had stored for years pieces of furniture collected in England or other places on the Continent. Now, there was a mansion large enough to place these treasures to advantage, and at the same time create a home for the family.

Prior to her marriage to Mr. McCrea in 1911 Mrs. McCrea had been the widow of David Dunlop, wealthy and well-known tobacconist of Petersburg, Virginia. Through her mother, Charlotte LeMoine, she was a direct descendant—seventh in line—from Governor Alexander Spotswood ¹and the same in descent from William Dandridge, great uncle of Martha Custis Washington. ¹ Born in Petersburg to Charles Arthur Johnston and Charlotte LeMoine, Mary Corling Johnston attended Davis's College in Petersburg as a day pupil. ²Later she was educated in a private school in Albemarle County - "Edgehill." This school was run by the grand-daughters of Thomas Jefferson. ³By marriage to David Dunlop their children descended from the Carters, Benjamin Harrison, the Signer, and the Minge family of Wyanoke, Charles City County. Thus, the Mistress of Carter's Grove brought by birth as well as by marital associations an appreciation and a feeling for the culture of Virginia. Though life at times had taken her to Philadelphia, New York City and Washington to live, her heart was always in Virginia. And so, in 1919 the McCreas moved back to a plantation in Brunswick County once owned by her former husband. In 1928 they came to Carter's Grove for the rest of their lives.

Once settled at Carter's Grove guests—many of them architects—arrived. Let excerpts from letters give their appreciation of this beautiful mansion:

EXCERPTS FROM LETTERS TO MR. OR MRS. McCREA ¹

CHARLES FRANCIS ADAMS:

After four years or more of careful thought, I am convinced, more than ever, that yours is the most beautiful house in America.

GEORGE HAROLD EDGEL, Dean of a Faculty of Architects:

The high water mark of my trip was the visit to Carter's Grove. I had always known it was lovely but I hadn't dreamed how lovely it really was. You and your husband deserve the thanks of the Nation for what you have done. I write feelingly as the Dean of the Faculty of Architects. And I shall try to forgive you for endangering my future salvation causing me to covet my neighbor's house.

BENJAMIN BETTS, Editor of American Architect:

I doubt whether many people fully appreciate the architectural quality of your home as do architects. Its quality is more or less rare in America. There are few of our fine old houses that have been so well preserved and so faithfully restored. You deserve much credit for selecting a sympathetic and well qualified architect to assist you.

EVERETT V. MEEKS, Dean of Yale University School of Fine Arts:

You and he have done a wonderful piece of work in restoring this splendid mansion and in furnishing it so beautifully. It is a comfort to feel that under private initiative such an excellent piece of work has been done. In France, of course, long ago Carter's Grove would have belonged to the government and would have been declared a "Monument Historique", personally, as I look upon visits to the great mansions of the South, your place stands out preeminent.

NEWTON D. BAKER, former Secretary of War:

In the very center of these memories lies Carter's Grove with all its peculiar beauty and its fine traditions of citizenship and culture and hospitality.

JOHN D. ROCKEFELLER, Jr.:

Mrs. Rockefeller and I have seen the development of your beautiful home in its early stages, it was peculiarly interesting and gratifying to see the house in its completeness. Nelson was thrilled by the beauty of the place.

MRS. JOHN D. ROCKEFELLER:

Mr. Rockefeller and Nelson thoroughly enjoyed seeing you and Mr. McCrea and your delightful place. You have set a standard that will be hard for Williamsburg to live up to.

FRANCIS L. BERKELEY, Jr., Assistant Librarian, Alderman Library, University of Virginia: Fred Nichols, who as an architect and architectural historian, is much more expert in such details than I am, confirms Mrs. Berkeley's and my feeling that your extension of the house to the two dependencies could not have been carried out with more impeccable taste or finer feeling for the architectural integrity of the three parts.

BRUCE R. PAYNE, President, George Peabody College for Teachers:

The attitude which Mrs. Payne and I have, in regard to your work, is a worshipful one, such as that we had when we stood in front of the Sistine Madonna, we realized that we were not looking at a picture but we were worshipping a picture.

...You have saved to America one of its richest treasures, which was about to be destroyed but for your devotion.

ALLEN FRANCH, Historian:

But you have found, after your business, a second life-work which is not merely of value to you and your wife but is a service to your contemporaries and to coming generations. I cannot suppose that Carter's Grove will ever be allowed to relapse to its former decay, but will always be guarded as a memorial of the Old South and of you two, who restored the old house to equality with its former greatness. As a historian, I deeply appreciate this achievement.

WILLIAM B. BELL, Attorney and Counselors at Law:

Upon my return to New York I wish to write you and express again the real gratitude we all feel for you for the opportunity to see Carter's Grove and especially for the hospitality we received from you and Mrs. McCrea. We were greatly charmed with Carter's Grove and I do not recall anywhere in America, either in a private home or museum such magnificent carved wood and panelling as you have in Carter's Grove....

THEODORE SIZER, Yale University School of Fine Arts:

If it were possible for Miss —— and her family to visit Carter's Grove, which Dean Meeks pronounces the "Finest Colonial House in Virginia", I would appreciate it.

DANIEL RAVENEL, Governor, Society of Colonial Wars in State of South Carolina:

I have just gotten back from my trip to Virginia and the outstanding event was the hour spent at Carter's Grove. It was indeed a pleasure to meet you and Mr. McCrea and see your wonderful home, for in all my travels in many countries, I have never seen any place quite equal to it.

GEORGE DEBENNEVILLE KEIM, Governor General, Society of Colonial Wars:

We enjoyed the visit to your beautiful home and your delightful hospitality. From Carter's Grove we motored to Old Point Comfort and we all agreed that Carter's Grove is the finest example of Colonial Architecture in Virginia.

HARRISON H. DODGE:

The beautiful taste and accuracy that pervades the restoration of Carter's Grove stamps it as the incomparable peer of the many historic homes in Virginia I have ever seen.

DUNCAN HENDRY, Secretary, The Wren Society:

May I, as architect as well as a Wren enthusiast, offer my congratulations on the great success of your "Renascence of The House."

R. WALTON MOORE:

The men who took the trip with me the other day were simply delighted by their visit to Carter's Grove, and the architect was, of course, very enthusiastic. I believe, as I have often said that Carter's Grove is the most notable of the Colonial houses remaining in this country, having attractions that are not found in any of the others, some of which are of course, very fine.

HETTY CARY HARRISON:

Last week I had the pleasure of visiting Carter's Grove with two of the Mount Vernon Vice-Regents, on our way home from spring council. Words fail me to express the full measure of our admiration of this perfect restoration of the Colonial Virginian at its best & we offer you and Mr. McCrea congratulations & our heartfelt thanks, that you have given something priceless & beautiful back to Virginia and the whole country.

WILLIAM G. PERRY, Architect, Perry, Shaw & Hepburn:

Mr. and Mrs. H. Cary of Richmond are rebuilding the old mansion house of Ampthill in Richmond. We have told them what little we know of early coloring, fixtures & textures and they are most anxious in their further search to visit Carter's Grove, where you and Mr. McCrea have achieved such a wonderful result.

In December, 1939 Frank Lloyd, Columbia Pictures, Hollywood, with his technicians appeared in Williamsburg to make plans for the filming of "Tree of Liberty," a novel by Elizabeth Page. The background of many of the shots was to be Carter's Grove. The picture was made in March and April, 1940 with Cary Grant and Martha Scott. Sir Cedric Hardwick was among the cast. Joan Fontaine had been selected as the leading lady but sickness prevented her taking part. Under the title, "The Howards of Virginia" the picture had its World Premiere on September 19-21, 1940, in Williamsburg. ¹

Henry Morgenthau and wife visited Carter's Grove in February, 1939. Authors Elizabeth Page, Hildegards Hawthorne and E. H.

Sydam were there in April, 1940. In November, 1942 Lord Halifax of the British Embassy, Washington, and Lady Halifax were entertained at Carter's Grove. Lord Halifax came back in January, 1946.

During the World War II period many service men representing all branches from privates to generals or yeomen to admirals were invited to Carter's Grove. ²

In September, 1942 two young service men, Nestor DuVall and Erle Rawlings on duty at the Norfolk Navy Yard, came up to Williamsburg on a sightseeing trip. They found the Morecock sisters: Miss Kitty, Miss Agnes and Miss Pinkie at the Benjamin Waller House. "In their home we found many things that we had left behind; simplicity, affection, the small flame whose light changes a house into a home....It was yesterday when we first came to Carter's Grove." Let them give you their impression of Mrs. McCrea and Carter's Grove. ¹

In the period 1944 to 1957 Mrs. McCrea continued to entertain frequently and lavishly for friends or acquaintances from all walks of life. Charles Francis Adams was a guest in May, 1944; Lord Halifax of the British Embassy, Washington in 1946; Robert Porterfield, Barter Theatre, Abingdon; Homer L. Ferguson and wife, Newport News Ship Yard; Lord Inverchapel in February, 1947; Raymond Massey, actor, in March; Frank D. Salisbury, London, and Hugh S. Cumming and Mrs. Cumming (Lucy Booth), Thomas J. Wertenbaker, Princeton, and Samuel Eliot Morison, Boston, Winthrop Rockefeller and Charles Messer Stow in 1949; Mary Ellen Chase, John M. McCrea III, David Rockefeller in November, 1950; Richard Pratt and wife in 1952. In 1953 Mrs. McCrea entertained the Bishops of the Episcopal Church in the United States. These with their wives and other invited guests were well over a hundred and fifty. The Rockefeller Foundation meeting in Williamsburg was entertained at Carter's Grove and sometime in the late 40's she entertained the governing board of the Institute of Early American History and Culture. Groups of hostesses from Winterthur Museum were welcomed at Carter's Grove as were student groups from University of Virginia and their professors who came on a tour of inspection of the architecture or on a tour of study of the marl banks and shells down by the river banks. In 1954 Carter's Grove was opened two days for the benefit of Abingdon Church, Gloucester County. In 1955 Mrs. Martha B. Rockefeller was at Carter's Grove on May 2, for lunch. In 1956 Jan McCallum, *Architectural Review*, London, and in April, the Lord Mayor of London (Cuthbert Ackroyd) were guests. March 1957 brought the Duke and Duchess of Buccleuch, Queensbury.

In the years Greer Garson (Mrs. Fogelson), Walt Disney, William Gaxton, Cary Grant, Sir Cedric Hardwick, Martha Scott, Dave Garroway had enjoyed the hospitality of Carter's Grove. So had Gertrude Stein, Anna Rosenberg (Assistant Secretary of Defense 1944), McKenzie King (Prime Minister of Canada 1948), and in 1961 (after the passing of Mrs. McCrea) Under Secretary of State Ball was entertained there.

Many, many times Mrs. McCrea opened her home for Williamsburg people or for guests of Colonial Williamsburg. Her generosity was matched only by her gracious hospitality.

In 1955 Samuel Chamberlain, noted author, photographer and authority on homes was asked to name the most beautiful home in America. Let Mr. Chamberlain's reply to the query be quoted:

QUESTION: Mrs. Howard Stein, of Milwaukee, Wis., wrote us: "I'm interested in America's most beautiful house. Can someone tell me where it is?" We knew just the man to answer Mrs. Stein's question—Samuel Chamberlain.

ANSWER: How fortunate it is to be confronted with this question, which inspires an unhesitating reply, and not one which causes perplexed chin scratching: The answer seems immediate and inescapable: "Carter's Grove," in James City County, Va.

Substitute the word "church" for "house" and you would plunge me into a torment of indecision. Asked to designate the most beautiful *street* in America, I would be hopelessly torn between New England and Virginia.

Claiming recognition on one side would be elm-vaulted Chestnut Street in Salem, Mass., lined with the stately homes of clipper-ship captains, and Nantucket's Main Street, still clinging to its cobble-stones and the architectural dignity which came down from the great days of whaling. Can neither of these be cited in preference to Williamsburg's memorable, mile-long Duke of Gloucester Street?

But this is a thoroughly agreeable question, like one which was recently proposed to a group of French epicures: "If you could order only one more fine dinner in your life, which Paris restaurant would you choose?" To a man they agreed on "L'Escargot." If some reckless friend were to offer me a choice of all the etchings in the world, the response would be just as ready—and extravagant: a fine impression of Rembrandt's Hundred Guilder Print, "Christ Healing The Sick."

Joy to Architects

Why does "Carter's Grove" arouse similar enthusiasm? Partly because of the subtle lines of its 200-foot facade, the rose-red color of its ancient bricks, the richness of its carved detail. A sensitive water-colorist would admire its setting on a gentle ridge above the James River, surrounded by boxwood gardens and a screen of venerable cedars, locusts and tulip poplars. This Georgian colonial mansion, built in the early 18th century, is a joy to architects and to historians as well.

Unlike most houses, the wings of Carter's Grove were completed well before the house itself. These outlying elements

existed before 1700. When Carter Burwell, grandson of Virginia's lordly "King" Carter, undertook to unite them with a central mansion, he spared no expense. An English architect, David Minitree, was imported to supervise the work. Skilled woodcarvers worked with lumber cut down on the plantation—pine, walnut and poplar. Some of the finest pine paneling in existence is found in the interior.

The main hall rejoices in a great elliptical arch and the carved stairway is a thing of startling beauty. This is a massive structure, and the paneling, the moldings, cornices and window panes all reflect a fine balance between strength and delicacy. When the work was finished, Carter Burwell gave Minitree an added bonus of £25, no small tip in those days.

Today it stands as serene as ever, beautifully restored and furnished with period pieces. Its present owner is Mrs. Archibald M. McCrea. Unfortunately, "Carter's Grove" is not open to the public.

An Historical Trove

Historians find that Carter's Grove is a happy hunting ground, for almost all of the prominent men of Virginia found their way across its threshold on varied missions, some on the swashbuckling side, some purely romantic. When Colonel Tarleton, of the British Light Horse Cavalry, occupied the house in 1781, a trooper rode up the main stairway with his horse and hacked the stair rail with his saber. The scars still remain.

There are less strident legends connected with the house, though somewhat disheartening for two of our greatest Americans. Before the carved mantel in the drawing room George Washington is said to have proposed to Mary Cary. Later in the same room Thomas Jefferson asked the hand of his "fair Belinda," a niece of Carter Burwell. Both were refused. Thus a further proud, if somewhat melancholy, distinction falls upon this noble house. ¹

In October, 1938 Frank Lloyd Wright made a speech in Williamsburg calling Restoration architecture boxy and un-American and colonial homes similar to Carter's Grove "a box with air holes." He brought forth sharp remarks from the Mistress of Carter's Grove:

Summed up, his remarks amount to the suggestion that Mr. Rockefeller and those of his school of architectural thought have made themselves the pallbearers of Mr. Jefferson's intellectuality by exalting the moribund architectural standards of which Mr. Jefferson was the exponent, rather than the philosophic genius of this great Virginian. In doing so, he says, much was expended in "perpetuating a mawkish sentimentality for a worthless past." In conclusion he says that education and culture are not on speaking terms presently.

Thus, the spokesman of so-called organic architecture illustrates how twisted one's vision may become. For in truth, it is not Mr. Rockefeller but Mr. Wright who has sought to bury Thomas Jefferson. Perceiving that Jefferson and the other masters of his age had found an inspiration which is lacking today, Mr. Rockefeller sought to save, restore and perpetuate Williamsburg in its Colonial garb as a model expressive of an old ideal for the benefit of his posterity.

Peak of Absurdity

Mr. Wright, however, has sensed nothing of the inspiration of our Colonial ancestors of which Mr. Rockefeller was so acutely aware.

Naturally, Mr. Wright finds it difficult to understand a culture with which he has had no contact. Nevertheless, he reached a peak of absurdity when, upon finding himself in Williamsburg, the highlight of Virginia's Colonial culture, he undertook to compare this culture with the so-called moderns to the disadvantage of the former.

He does not see that the former was so expansive that it could cross the seas and even bring enlightenment into the American wilderness. He does not see that the culture of so-called organic architecture of which he is so proud is but a benighted offspring from that of Colonial days. At least, however, he is patriotic in preferring a so-called culture that permits him to shout nonsense with impunity to a host that, like him, may resent things of the past, including evidence of culture they can never understand nor claim.

Greatness is Relative

Greatness is a relative thing. Relatively, Virginia was great in the past because unlike Mr. Wright her leaders cherished the ideals of their predecessors and recognized in such simplicity as that characteristic of colonial architecture the sign of true fineness and worth. It was perhaps because Mr. Rockefeller saw how very small the uninspired leaders of today are in comparison with Virginia's colonial statesmen that he sought to furnish the American architectural fraternity with a model of simplicity.

His real purpose was, of course, to fix the mind of the present on the past in the hope that we might catch something of the inspiration that made Washington, Jefferson and Madison, and produced the exquisite monuments to their simple tastes, presently known as Mt. Vernon, Monticello, Montpelier, and such other homes as Brandon, Westover, Berkeley, Shirley, the Grove, Carter Hall, Edge Hill, Tuckahoe, Morven, Claremont, Berry Hill and many more Virginia homesteads where the elegant colonial culture was preferred to an inelegant mass of undigested information presently deemed the equivalent of education.

A stranger may deem Virginians who still live in these homes as "mawkish sentimentalists", but one thing is sure. Frothy criticism, obviously superficial, will not lead them off in pursuit of modern complexities.

No. We are not trying to bury Thomas Jefferson as imagined by Mr. Wright. In truth, we want to help Mr. Rockefeller to resurrect him. ¹

In October, 1955 when the hurricane Hazel hit the eastern seaboard with such force Carter's Grove lay in its devastating path. Forty trees lay on the ground, broken pieces of slate from the roofs were scattered over the lawns, power lines were down and there was little water. A friend managed to get down to Carter's Grove by noon the next day thinking she would find the mistress of Carter's Grove in bed exhausted from the agonizing experience of the previous night when she had feared that any minute might bring one of the huge tulip poplars upon the house or powerful gusts would blow out the panes of old blown glass. Not so: the mistress of Carter's Grove was up, fully dressed and directing the resuscitation. Lunch consisting of Brunswick stew and hot coffee was being cooked on an open fire with as little effort, apparently, as when Carter Burwell's servants in the 1750's prepared his repast.

The friend utterly astounded by such courage and so little evidence of discouragement remarked: "I thought you would be ready to give up the ghost." "Oh, no," Mrs. McCrea replied. "It takes more than Hazel to get me down. Now, I'll be busy getting Carter's Grove back to normal." And this she did though it took months of effort.

Mrs. McCrea's death occurred on October 19, 1960 following a short illness. The funeral was held at Carter's Grove with the Reverend Carter Harrison, Rector of St. John's Episcopal Church, Hampton, conducting the service. Interment was in Hollywood Cemetery, Richmond, Virginia.

The will of Mrs. Mary Corling McCrea, widow of Archibald M. McCrea, was written on August 31, 1955. A codicil was added on March 13, 1960. The will was recorded October 25, 1960 in James City County and the City of Williamsburg Court Records, Will Book, 7, pp. 178-186. Sally Harrison Eddy and Ada McCrea Donaldson, daughters, and Frederick A. Stahl were named executors of the will.

It was the will of Mrs. McCrea that the executors sell Carter's Grove to some state or federal agency or to some association or foundation so that the colonial house and its grounds might be preserved and displayed to the public. ¹

In November, 1963 David Rockefeller, President of Sealantic Fund, Incorporated, of New York City, a Rockefeller supported philanthropic organization purchased Carter's Grove. The purpose of this purchase according to Mr. Rockefeller is to preserve and protect Carter's Grove for the enjoyment and education of future generations.

A devoted friend and frequent visitor to Carter's Grove penned her feeling for the house which was "more than a home":

CARTER'S GROVE

The tulip poplars guard the river side,
And boxwood sentinels protect the land.

Between them stands the house, beloved bride
Of time, whose understanding, gentle hand
Caresses what it touches. Love is here,
And strength and dignity and quiet worth-
The heritage of what the past held dear-
All brought together on this ancient earth.

Chaste in design and mellowed with the years,
This house is more than a home. It has a soul,
It speaks of laughter, heartbreak, mirth and tears
Of man's delight in struggling to a goal.

It mutely speaks of Love and Time who wove
The magic mystery of Carter's Grove.

¹

Footnotes



¹ 1. The loss of the James City County Court records during the Civil War has made it very difficult to trace title to lands therein unless such records appear in private papers. A compilation of items relating to Merchant's Hundred or Martin's Hundred—both in James City County—the bounds, land grants and other data which may apply to Carter's holdings can be seen in ~~Illustration~~ ^{Appendix} #12, ~~Appendix~~. There is not enough evidence to make any definite statements as to the boundaries of Merchant's Hundred plantation.

- [^] 1. *Virginia Magazine of History and Biography*, Vol. 8, p. 56: "Papers Relating to the Administration of Governor Nicholson and to the Founding of William and Mary College" (a manuscript volume in the collection of the Virginia Historical Society.) Carter was a member of the Council at this date.
- [^] 2. Brock Notebook, p. 65, Virginia Historical Society Archives (M-85-CWI).
- [^] 3. See: Appendix 10 for biographical sketch of Robert Carter.
- [^] 4. *The Gentleman's Magazine or, Monthly Intelligencer* Number XXIII for November, 1732, Vol. II, p. 1082 (London) by Sylvanus Urban, Gent.
- [^] 1. Letter Book of Robert Carter 1723-1724: June 16, 1723 to Micajah Perry, London. Original at Alderman Library, University of Virginia (M-113-CWI). See: Appendix 2.
- [^] 2. Letter Book of Robert Carter 1731-1732: July 31, 1731 to Alderman Perry & Company. Perry was Micajah Perry II who became Lord Mayor of London in 1741. [*Virginia Land Grants* (1925) p. 158.]
- [^] 1. See: further sketch of Burwell in Chapter II.
- [^] 2. Mrs. Burwell married Dr. George Nicholas in 1724. See: Chapter II.
- [^] 3. Will of Robert Carter, Lancaster County, Virginia; written August 22, 1726. Copy in *Virginia Magazine* Vol 5, pp. 405-428, Vol. 6, pp. 1-23. See: Appendix 1 for further details.
- [^] 1. Diary of Robert Carter 1722-1727, Alderman Library, University of Virginia (M- 44-¹³ -CWI). ~~Illustration~~ Appendix #2 for detailed copies therefrom.
- [^] 2. *English Duplicates of Lost Virginia Records* by Louis des Cognets, Jr. (1958), p. 47.
- [^] 3. *The Secret Diary of William Byrd of Westover*, edited by Louis B. Wright and Marion Tinling (1941); May 2-3, 1709.
- [^] 1. Full copy of the will of Lewis Burwell of Fairfield in ~~Illustration~~ Appendix #1.
- [^] 2. Diary of Robert Carter 1722-1727, Virginia Historical Society. Excerpts in ~~Illustration~~ Appendix #2.
- [^] 3. See: Chapter II of this report; and ~~Illustration~~ Appendix #2.
- [^] 1. See: Chapter II of this report; and Appendix 2.
- [^] 2. The London merchants who sold tobacco for the colonists in Europe were purchasing agents, executors of wills and bankers in many instances.
- [^] 3. An overseer collected rents, remedied complaints, managed slave labor and saw that good crops were produced. Once a year he was paid his salary after he had turned in a report to the owner. Most often he was paid in money but sometimes in tobacco. See: Appendix 6 for overseers at Merchant's Hundred, Carter's Grove and Quarters from 1723-1785.
- [^] 4. Letter Book of Robert Carter 1723-1724: June 29, 1723; June 19, 1723; July 5, 1723. (Appendix 2.)
- [^] 1. Letter Book of Robert Carter 1723-1724: Carter to Perry, June 16, 1723. (~~Illustration~~ Appendix #2).
- [^] 2. Letter Book of Robert Carter 1728-1731: Carter to Dawkins, April 16, 1730.
- [^] 1. Letter Book of Robert Carter 1723-1724: Carter to Stark, Sept. 17, 1723.
- [^] 2. When Carter Burwell was building Carter's Grove 1751-1755, he paid a blacksmith and a shoemaker each £18 per year.
- [^] 1. Letter Book Robert Carter 1727-1728. In a letter to Perry and Company, July 31, 1731 Carter explained that "There is a ballance due from y^e to this Estate [Burwell] but You have put it Under a Wrong Accounting for it is in the name of My Grandson Carter Burwell who hath no manner of equitable Right to the Profits during the life of his mother I desire you will set this matter to right holding y^e amounts with no other distinction only calling it the Merchts Hundred estate and accounting for it to me..." See: ~~Illustration~~ Appendix #2.
- [^] 2. Ibid.
- [^] 3. Ibid. Camp continued in this capacity until Carter Burwell came into his inheritance in 1737.
- [^] 1. Letter Book of Robert Carter 1731-1732. The above letter was written about three weeks prior to Carter's death. He died on August 4, 1732.
- [^] 2. General Court Records with few exceptions are not extant now.
- [^] 3. Will of Robert Carter of Lancaster County. Virginia—written in 1726 with many codicils and proved in 1732 can be read in *Virginia Magazine*, Vol. 5, pp. 408-428, Vol. 6, pp. 1-23. Excerpts in Appendix 1.
- [^] 1. Abingdon Parish Records, Virginia Historical Society (M-82-14). See: ~~Illustration~~ Appendix #3.
- [^] 2. *The Secret Diary of William Byrd of Westover*, edited by Wright & Tinling (1941): entries May 2 & 3, 1709.
- [^] 1. *The London Diary of William Byrd of Virginia, 1717-1721*, edited by Wright & Tinling (1958) : entry October 23, 1720.
- [^] 2. Will of Lewis Burwell, York County records, Orders & Wills #14 (1709-1716) pp. 60-67; copy in The Berkeley Family Papers, Alderman Library; full copy ~~Illustration~~ Appendix #1.
- [^] 3. His tomb at Fairfield has this inscription: "Beneath this tomb lyeth the body of Major Nathaniel Burwell, eldest son of Major Lewis Burwell, who, by well-regulated conduct and firm integrity, justly established a good reputation. He died in the 41st year of his age, leaving

behind him three sons and one daughter, by Elizabeth, eldest daughter of Robert Carter, Esq., in the year of our Lord Christ 1721." (Meade's *Old Churches Ministers and Families of Virginia*, Vol. I. p. 353.)

[^] 1. Will of Nathaniel Burwell. A certified copy owned by George H. Burwell, III, of Mt. Airy, Millwood, Clarke County, Virginia. See: ~~Illustration~~ ^{Appendix #1} for complete copy.

[^] 2. Diary of Robert Carter; and Letter Books of Robert Carter. See: ~~Illustration~~ ^{Appendix #2}.

[^] 3. Ibid.

[^] 1. A George Nicholas came to Virginia in the *Happy Return*, Henry Ather, master. His transportation papers were recorded in January, 1721. He was indicted in England for forging a banknote and condemned to death. (Public Records Office, SR 2153, Middlesex County Records Office, Tr.P. 2 Quarter Session Records Bonds of Transportation 1721-1723; microfilm CWI.) This item found by Harold Gill, Research Department.

[^] 2. Gooch Letters, typescript, Colonial Williamsburg Archives, p. 35, July 20, 1733.

[^] 3. Diary of Robert Carter. ~~Illustration~~ ^{Appendix #2}.

[^] 4. Ibid.

[^] 5. *Executive Journals of the Council of Colonial Virginia*, Vol. IV, p. 121.

[^] 1. Mrs. Sullivan ran a tavern in Williamsburg near the Capitol. See: House History of Lots 25 and 26, Block 9.

[^] 2. Robert Carter Diary. See ~~Illustration~~ ^{Appendix #2}.

[^] 3. Ibid.

[^] 4. Jones Papers, Library of Congress (M-22-1 CWI). See: ~~Illustration~~ ^{Appendix #2} for detailed account.

[^] 1. *Journals of the House of Burgesses (1727-1740)*, pp. 62, 173.

[^] 2. Gooch Letters, pp. 39-40, June 17, 1734. The Burwell referred to above was Lewis Burwell, eldest son of Nathaniel Burwell (died 1721). He had been in England for some time at Cambridge in college.

[^] 1. Carter Letter Book 1732-1782. Alderman Library, University of Virginia (M-62-8). See: ~~Illustration~~ ^{Appendix #2} for other items relating to settlement of Dr. Nicholas's estate.

[^] 2. Ibid. Carter wrote Athawes from Williamsburg, August 23, 1736, that he had "drawn on you to M^r William Camp for ten pounds it being for one Years salary as overseer of my Brother George Carter's Rippon Estate, which please to pay for Acco^t of my Brother."

Carter was administrator of Dr. Nicholas's estate. See: ~~Illustration~~ ^{Appendix #2} for copies of letters concerning the administration.

[^] 1. Carter Letter Book 1732-1781; See ~~Illustration~~ ^{Appendix #2} for copy.

[^] 1. Abingdon Parish Register, original at Virginia Historical Society. (M-82-14 CWI).

[^] 2. Nathaniel and Elizabeth Burwell's residence in Gloucester County has been discussed in Chapter II of this report.

[^] 3. See: ~~Illustration~~ ^{Appendix #1} for complete copies of the will of Nathaniel Burwell and the will of Lewis Burwell, the father.

[^] 1. This phase of the guardianship dealing with London merchants and the management of the Burwell property has been discussed under Chapter I. Details from sources have been listed under Appendix 2.

[^] 2. Diary of Robert Carter 1722-1727, Alderman Library, University of Virginia: excerpts in Appendix 2. See: House History of the First Theatre, Williamsburg, Research Department, Colonial Williamsburg, for further details about Stagg.

[^] 3. Diary of Robert Carter 1722-1727. See: Appendix 2.

[^] 4. The College maintained a grammar school. A *Provisional List of Alumni of William and Mary College* (1940) lists Carter Burwell as a student "prior to 1720 and after 1720." However, there is some confusion as the college records and Robert Carter's Diary are not in agreement as to dates. Lewis Burwell was ten years old in 1720; Carter was four and Robert was in his first year. Four or five years old seems an unreasonable age to be sent to a boarding school.

[^] 1. See: Chapters I and II for details of Robert Carter, and the Burwells. See also: ~~Illustration~~ ^{Appendix #1}.

[^] 2. He was Naval Officer of the Upper District of James River, appointed by Governor Gooch in 1728 and lived at King's Mill, James City County. See: Kingsmill Plantation by Mary R. M. Goodwin (1958) xxiii, Research Department. Col. Burwell was a half-uncle of Carter Burwell.

[^] 3. [Robert] Carter Letter Book ^{1732 - 1781} (M-62-8 CWI).

[^] 1. York County Records: Wills & Inventories #18 (1732-1740), p. 478. This indicates that New Quarter — one of several of Carter Burwell's quarters — was located in York County. "King" Carter had visited New Quarter in 1723. (Diary.) This Quarter was owned by the family in 1784.

[^] 2. *Virginia Gazette*, January 6, 1738. Berkeley Bible records state they were married at Brandon seat of her father in Middlesex County.

[^] 1. *Virginia Magazine of History*, Vol. 27, p. 408. Will of John Grymes.

[^] 2. Duncan Lee, Richmond Architect who restored Carter's Grove in 1928 made this statement: "The Burwells started their building operations just at or before the beginning of the eighteenth century, with the erection of the building which later became the kitchen wing. Some years later the owner stepped off one hundred and twenty-two feet due west and built another building like the first, and it later became the office wing." (*Architecture* , April 1933. See: Chapter VII for copy.)

[^] 3. Burwell Bible in possession of George H. Burwell, III, Clarke County, Virginia; and Berkeley Papers, Alderman Library, film 3, University of Virginia (M-62-3 CWI). See: ~~Illustration~~^{Appendix} #3 for complete Bible records.

[^] 1. Burwell Papers owned by George H. Burwell, III (M-96-1 CWI). See: ~~Illustration~~^{Appendix} #5 for details.

[^] 2. *Ibid.*

[^] 1. *Ibid.* John Nealand worked in some capacity on the Capitol. See: John Blair's Diary: *William and Mary Quarterly*, Ser. I, Vol. 8, p. 14. Washington surveyed a 600-acre tract in Frederick County for George Font in March 1752, said land bought from John Nealand. (Miscellaneous Manuscripts, Morristown National Historical Park. M-1002 CWI.)

[^] 2. Burwell Papers, Carter Burwell Account Book (M-96-1 CWI). See ~~Illustration~~^{Appendix} #5.

[^] 3. *Ibid.*

[^] 1. *Ibid.*

[^] 2. *Ibid.*

[^] 3. *Ibid.*

[^] 1. *Journals of the House of Burgesses*, April 18, 1749, pp. 367-368; p. 405 passed May 11, 1749. It was Ordered passed Dec. 20, 1750. Ordered registered in Secretary's Office March 17, 1752. (*Executive Journals of the Council of Colonial Virginia*, Vol. V, p. 378.)

[^] 2. *Journals of the House of Burgesses (1752-1758)*. In 1755 Burwell was chairman of the Military Commission of the House of Burgesses. (*Writings of George Washington*, Vol. I, pp. 114-116.)

[^] 1. *Dictionary of National Biography*, Vol. LIX, pp. 178-179: "Sir Robert Walpole (1676-1745), first Earl of Oxford ... His wife was Mary, only daughter and heiress of Sir Geoffrey Burwell of Rougham, Suffolk, knight. She died in 1711 ... Horace Walpole was her fifth child ..."

[^] 2. M-287, fol 238; SR: 650. Fulham Palace Papers 15. Correspondence of the Bishop of London, 1695-1777, p. 18. This item found by Dr. E. M. Riley, Director of Research.

[^] 1. *The Record of Bruton Parish Church*, by Rev. William Archer Rutherford Goodwin (Richmond, 1941) p. 155.

[^] 2. Burwell Papers (M-96-1 CWI). See: ~~Illustration~~^{Appendix} #5.

[^] 3. *Ibid.*

[^] 4. Burwell Bible. ~~Illustration~~^{Appendix} #3.

[^] 1. *The Poems of Charles Hansford*, poem IV: *My Country's Worth*, lines 377-398, edited by James A. Servies and Carl R. Dolmetsch (Chapel Hill, 1961).

[^] 2. Burwell Papers, ~~Illustration~~^{Appendix} #5.

[^] 1. *Virginia Gazette*, February 7, 1751: and *Virginia Gazette Day Book 1750-1752*, pp. 25, 29. Original at Alderman Library, University of Virginia, photostat ~~CWI~~^{Colonial Williamsburg}

[^] 2. *Virginia Gazette Day Book*, p. 63.

[^] 3. Marcus Whiffen, architectural historian Colonial Williamsburg 1960 had this comment as to the influence this book had upon Burwell's dwelling:

"Books influenced architecture in two ways; individually, by supplying designs for whole buildings or for details, which could be taken straight from the printed page; and cumulatively, by establishing standards and trends of taste. Williamsburg can show no instance of the plan and elevations of a whole building being taken from a book as obvious and striking as that of Mount Airy in Richmond County, Virginia for which Gibbs's *Book of Architecture* supplied so much inspiration. Nor can the design of any considerable extent of interior work in the town be traced to a literary source as certainly as can that of the woodwork in the hall and west parlor at Carter's Grove, James City County, which was executed after plates in *Palladio Londinensis* within two years of its owner's purchase of a copy of that work..." (*The Eighteenth-Century Houses of Williamsburg* (1960), p. 43.)

Thomas Tileston Waterman in *The Mansions of Virginia 1706-1776* (1946) believed, also, that "the detail of the interior of Carter's Grove displays throughout parallels to plates in *Palladio Londinensis* ." (*The Mansions of Virginia 1706-1776* (1946) p. 183.

Hugh Morrison in *Early American Architecture* describes Carter's Grove as "the culmination of a group of houses of similar style and quality built during the second quarter of the eighteenth century...In details, all of them show derivation from one book: William Salmon's *Palladio Londinensis, or the London Art of Building* , a book otherwise rarely used in America. This was first published in 1734..." (*Early American Architecture* (1952) p. 347.

[^] 1. ~~Illustration~~^{Appendix} #20 for copy of this section of the map.

[^] 2. Carter Family Letter Book 1732-1782, Alderman Library, University of Virginia (M-62-8). See: ~~Illustration~~^{Appendix} #2.

[^] 3. David Minetree (written sometimes as Minetrie, Minetrey and Menestrier (possibly), brickmason, who worked from 1751-1754 on the building of the dwelling house of Carter's Grove was, evidently, the son of the David Menetree who is listed among the emigrants to America in 1700. (*Huguenot Emigration to Virginia*, edited by Virginia Historical Society, p. 24.) The father may be the "David Menestrier a black smith and one of y^e french Refugees Inhabiting at Luciana Petitioning his Excellency y^t he may have leave to use y^e Coal Mines lately discovered there for his forge his Excellency by wth y^e advice of y^e Council doth hereby give Leave to y^e said David Menestrier to take what Coales he shall want out of y^es^d Coalmine for y^e use of his forge according to y^e Prayer of y^e said Petition." (*Executive Journals of the Council of Colonial Virginia*, edited by H. R. McIlwaine (1927), Vol. II, p. 244: Session May 22, 1702.) David Minetries is noted in the

Journals of the House of Burgesses in 1704 thus: "That David Minetries mentioned in the papers ought to be obliged to do Justice in the matter complained of unto the rest of the Society of the Refugees..." (French refugees had settled at Mannikin and at the head of York river. Minetrie had petitioned to be allowed services of some nature: May 1, 1704 session, p. 60).

In 1709 David Minetrey and Bridgett, his wife, petitioned York County Court for administration on the estate of John Ince late of the county. (York County records, Orders, Wills #14 (1709-1716) February 24, 1709 court.) David Minetrie died in Williamsburg in 1712. (*The Valentine Papers*, Vol. III, p. 1086: "David Minietree, dec^d of James City County.")

The David Minetree who undertook the brickwork at Carter's Grove bought Lot 316 in Williamsburg from Henry Cary in 1723. (York County Records, Deeds & Bonds III, p. 415.) Marcus Whiffen states that "From the early 1730's, it would seem, dates the earliest of the buildings attributable to Minetree: Mattapony Church, in King and Queen County, where his name appears on a brick over one of the doorways. In 1746 we find him working still farther afield, on Marlborough, the house of John Mercer in Stafford County; there he made and burnt 104, 604 bricks at 4s.6d. per thousand, stacked and burnt 11,200 more at 1s.6d. and built part of the house (which has disappeared) for £45.10s.4d. (*The Eighteenth-Century Houses of Williamsburg* by Marcus Whiffen (1960) pp. 25-26.)

[^] 1. Burwell Papers (M-96-1). ~~Illustration~~ Appendix #5.

[^] 1. Ibid.

[^] 2. See: Research Reports on "The Second Capitol," and "Governor's palace," Research Dept. Colonial Williamsburg, Inc.

[^] 3. Burwell Papers, Appendix 5.

[^] Ibid.

[^] 1. Burwell Papers (M-96-1 and M-96-2 CWI).

[^] 2. Ibid. *The Virginia Gazette* of August 16, 1751, noted that Captain Matthew Johnson of the *Pretty Sally* had brought his ship to port in Virginia that date. The ship was due also on May 22, July 10 and November 10, 1752.

[^] 3. Building accounts of Burwell indicate that he paid Baylis £33.8.11 in 1752.

[^] 4. Burwell Papers, see: Appendix 5 for detailed copy.

[^] 5. See: Appendix 5 for complete work-days of Baylis.

[^] 1. Burwell Papers M-96-1 and 96-2 CWI).

[^] 2. Ibid.

[^] 1. Thomas Wade was a carpenter. His will is recorded in York County in 1755.

[^] 2. A William Watkins, York County, owned "turning tools" in 1740; a Hubbard Watkins was a bricklayer. Jenkins Watkins may have been of this family.

[^] 3. William Vanner's inventory was filed in York County Court Records, Wills & Inventories #20, p. 461 (November 20, 1756). Listed therein was "1 Glaisin Diamond 21/6 and 1 set of Bricklayers tools 26/." In 1753 there was a suit between Vanner vs John Richardson (Ibid., Judgments & Orders #1, p. 416).

[^] 4. "Mr. Wynne Bricklayer" is cited in Alexander Craig's Account Book 1749-1756 (CWI). Wynne worked for Minetree.

[^] 5. Mr. Skelton, undoubtedly, was James Skelton, builder, who did work on the Capitol in Williamsburg.

[^] 6. Probably he lived near Williamsburg, near John Randolph. He was a carpenter.

[^] 1. Thomas Wharton was a Williamsburg Brickmason.

[^] 2. Mr. Wray was James Wray, carpenter of Williamsburg.

[^] 3. Mr. Richardson could be John Richardson who was sued by William Vanner in 1753.

[^] 1. New Quarter was in York County near the York river. In 1723 King Carter owned this quarter. Neck of Land was near Jamestown. Carter had acquired it from Mann Page in 1752. As early as 1683 it belonged to Mathew Page.

[^] 2. Burwell Papers (M-96-1 CWI).

[^] 1. Ibid. Charlton, Hay, Doncastle, Penman and Mrs. Campbell were tavern keepers, at Williamsburg.

[^] 2. Letter Book of Robert Carter. Camp was probably from Gloucester County (Abingdon Parish Records).

[^] 3. See: Appendixes 5 and 6 for accounts relating to the Quarters.

[^] 4. Burwell Papers. See; Appendix 5.

[^] 5. Research Report: "Notes on The Negro School in Williamsburg 1760-1774" by Mary A. Stephenson, June 1963. (Research Department, Colonial Williamsburg, Inc.)

[^] 1. See: ~~Illustration~~ Appendix #5 for complete details of the accounts.

[^] 2. John Ruskin's *The Seven Lamps of Architecture: The Lamp of Memory*.

[^] 1. Copy of the Will of Carter Burwell, given to Virginia Historical Society by George H. Burwell, III, of Mount Airy, Millwood, Clarke County, Virginia. The manuscript copy of the above will was brought to Clarke County by Col. Nathaniel Burwell (1750-1814) of Carter Hall, a son of Carter Burwell. See: ~~Illustration~~ Appendix #4 for complete copy.

[^] 1. Ibid.

[^] 2. William Nelson, son of Thomas Nelson (1667-1745) of Yorktown, married Elizabeth Burwell, daughter of Nathaniel and Elizabeth Carter Burwell. He was a Burgess 1742-1744; Councillor 1745-1772 and acting Governor from October 1770 to August, 1771. He died November 19, 1772, General Thomas Nelson was his son. He was known as *President* William Nelson. William Nelson Letter Book 1766-1775 (M-60 CWI). See: ~~Illustration~~ ^{Appendix #8}.

[^] 3. William Nelson Letter Book. See: ~~Illustration~~ ^{Appendix #8}.

[^] 1. Burwell Papers, (M-96-1 CWI).

[^] 2. Ibid.

[^] 3. Ibid.

[^] 1. Ibid.

[^] 2. Ibid.

[^] 3. William Nelson Letter Book 1766-1775; See: ~~Illustration~~ ^{Appendix #8}.

[^] 1. Ibid.

[^] 1. Letter Book of William Nelson 1766-1775 (M-60 CWI).

[^] 1. *A Provisional List of Alumni of William and Mary College* (Richmond, 1941).

[^] 2. MS Virginia Gazette Day Book, original University of Virginia Archives; photostat CWI.

[^] 3. Burwell Papers: Ledger of Carter Burwell's estate 1764-1776, p. 61 for year 1768. From 1766-1770 there are payments made by Nat Burwell's guardian, William Nelson, to Williamsburg merchants and craftsmen: John Stretch for books; Robert Nicholson for candles; the weaver for weaving 21 yds cloth; William Trebell at the Raleigh Tavern—his account against Nat Burwell—£26.9.0; Cuthbert Hubbard, wigmaker—£2.13.4 and Purdie & Dixon, printers—£2.10.0. (M-96-2 CWI).

[^] 1. William Nelson Letter Book 1766-1775 (M-60 CWI).

[^] 2. Ibid. March 3, 1770.

[^] 3. His daughter-in-law—Mary Grymes, wife of Thomas Nelson.

[^] 1. William Nelson Letter Book 1766-1775 (M-60 CWI). December 18, 1770. W. Graves, overseer of Carter's Grove made record that he "Rec^d Oct^r 15th 1771 of Cap^t Nicholas B. Seabrook fifty four Parcels of Goods for the Use of Nath^l Burwell Esq^r some of Parcels in bad order." (Burwell Papers.)

[^] 2. (M-60) January 30, 1771. Thomas Gwatkins was a professor at the College. Research has discovered no invoice of furniture.

[^] 1. William Nelson Letter Book 1766-1775 (M-60 CWI). Jefferson's legal opinion (1777) an interpretation of Carter Burwell's will. See: Appendix 4.

[^] 2. *Virginia Gazette*, Purdie & Dixon, Aug. 20, 1772.

[^] 1. There seemed little to cause anxiety financially for Burwell as Susannah upon becoming 21 years of age, had been bequeathed £800 by the will of her father. (*Virginia Magazine of History*, Vol. 28, p. 92, Will of Philip Grymes.

[^] 2. *Virginia Gazette*, Purdie & Dixon, eds., December 3, 1772.

[^] 3. Nelson Letter Book 1766-1775, November 19, 1771. It is probable that the marble mantle in drawing room could have been the chimney piece ordered.

[^] 1. Burwell Ledger (M-96-2).

[^] 2. Ibid.

[^] 3. Ibid.

[^] 1. Nelson Letter Book 1766-1775 (M-60 CWI).

[^] 2. *William & Mary Quarterly Magazine*, Series 1, Vol. 3, p. 144.

[^] 3. Burwell Ledger (M-96-2). In 1774 he shipped 15 hhds in the *Rising Sun* to Cary & Company and 12 hhds marked NB worth £61.11.8 and 14 hhds marked NBS worth £64.12.7 to Athawes.

[^] 1. *Virginia Gazette*, Purdie, ed., Sept. 13, 1776.

[^] 2. See: ~~Illustration~~ ^{Appendix #4}, for copy of Jefferson's opinion of Carter Burwell's will.

[^] 3. Burwell Ledger (M-96-2).

[^] 4. Ibid. In some years Burwell would enter the item as: "To a Y^{rs} Int^s on Suckey's Fortune." "Suckey" was a nickname for Susannah.

[^] 1. *Journals of the Council of Virginia*, Vol. I, p. 254; p. 11.

[^] 2. These gentlemen were brothers-in-law to Burwell. (M-96-2).

[^] 3. Burwell Ledger (M-96-2).

[^] 4. Ibid.

[^](#) 1. Burwell Ledger (M-96-1).

[^](#) 2. James City County Land Tax records, Originals Virginia State Library, (M-1-56 CWI). See: ~~Illustration~~ Appendix #7.

[^](#) 3. James City Personal Property Tax records, Originals Virginia State Library, (M-1-55 CWI). See: ~~Illustration~~ Appendix #7.

[^](#) 4. Burwell Ledger (M-96-2).

[^](#) 1. See ~~Illustration~~ Appendix #9 for complete accounts.

[^](#) 2. (M-96-2) Thomas Badgett was a shoemaker who made shoes for Burwell's children. He had married Sarah Miller in February 1777 York County. (William and Mary Quarterly, Ser. I, Vol. I, p. 51.) He was operating in 1795. (Galt & Barraud Day Book, 1794-1795, CWI.)

The fact that Badgett had been Burwell's shoemaker seems to point to the fact that Burwell was living at Carter's Grove at this date. If so, the church cleaned by his order may have been Chiskiack in York-Hampton Parish about two miles from Carter's Grove. See: ~~Illustration~~ Appendix #13.

[^](#) 3. Burwell Ledger (M-96-2).

[^](#) 4. Burwell Bible. See: ~~Illustration~~ Appendix #3.

[^](#) 5. Ibid. Children were: Carter, Philip, Lucy, Nathaniel, Lewis, William, Lewis and Robert.

[^](#) 1. See: ~~Illustration~~ Appendix #9.

[^](#) 2. Tombstones are in graveyard at Carter's Grove.

[^](#) 3. Burwell Bible Records and Berkeley Bible Records.

[^](#) 1. *Virginia Historical Society Collections* (1892) Vol. XI, pp. 109-110.

[^](#) 1. *Genealogy of the Page Family of Virginia*, by Richard Channing Moore Page, M.D.; 2nd edition, pp. 69-70 (New York 1893).

[^](#) 2. Burwell Bible. Tayloe, William and Thomas H. Burwell attended William and Mary College.

[^](#) 3. Ibid.

[^](#) 4. Shepperson's *John Paradise & Lucy Ludwell* (Richmond 1942), p. 322. Burwell was bequeathed £16 by Paradise to buy a mourning ring. Swem's *Virginia Historical Index* cites Burwell as an heir of Paradise.

[^](#) 1. *The History of the Virginia Federal Convention of 1788* by Hugh Blair Grigsby, (*Virginia Historical Collections*, Vol. X (1891) p. 364. Nathaniel Burwell, member of Convention of 1788.

[^](#) 2. Probably meant Nathaniel. Carter Burwell III was only 14 years old.

[^](#) 1. *They Knew The Washingtons: Letters from A French Soldier with Lafayette and from His Family in Virginia*. Translated by The Princess Radziwill (1925) pp. 164-168. The letters (it is claimed) were among family papers found in France near the Austrian border many years after they were written.

[^](#) 2. Carter Hall, Clarke County, Virginia was erected in 1792 by Nathaniel Burwell of Carter's Grove. It was named in honor of his father and great grandfather.

[^](#) 3. See: ~~Illustration~~ Appendix #7 for complete personal property tax records.

[^](#) 4. James City County Land Tax records (M-1-56), See: ~~Illustration~~ Appendix #7 for complete details.

[^](#) 1. The same acreage is charged to Carter Burwell or his estate through 1838 when it came into possession of Thomas Wynne.

[^](#) 2. James City County Land Tax records (M-1-56).

[^](#) 3. *Sketch of Carter Burwell (1716-1756)* compiled by George Harrison Burwell, III "Mount Airy" Millwood, Clarke County, Virginia, p. 70.

[^](#) 1. Information given by George H. Burwell III in 1964.

[^](#) 1. Burwell Bible record. See: ~~Illustration~~ Appendix #3.

[^](#) 2. *A Provisional List of Alumni, Grammar School Students ...of William and Mary in Virginia. From 1693 to 1888* (1941). p. 10.

[^](#) 3. See: Chapter VI which follows.

[^](#) 4. James City County Land Tax Records (M-1-56). Originals in Virginia State Library archives.

[^](#) 1. Ibid.

[^](#) 2. Will of Nathaniel Burwell (1814). See: ~~Illustration~~ Appendix #1. No mention is made of this plantation.

[^](#) 3. See: ~~Illustration~~ Appendix #7, Tax Records.

[^](#) 4. Blow Ms.: Jurgeson Collection, William and Mary College Archives. William Waller of Bellefield, York County, married Mary Griffin, daughter of Major Thomas Griffin and Mary daughter of Judge Cyrus Griffin. William Waller was a first cousin of Hardress Waller whose mother was Eliza Griffin (Mrs. Robert P. Waller). Hardress Waller lived in the Benjamin Waller house in Williamsburg.

[^](#) 1. The Reverend John Bracken, President of William and Mary College (1812-1814) and Rector of Bruton Parish Church, had married in 1776 Sarah Burwell, daughter of Carter Burwell. "Being in his cups" it was, perhaps, natural for him to go to his wife's former home. He died 1818 and was buried at Carter's Grove. There is no gravestone.

[^](#) 2. Blow Ms., Jurgeson Coll., Wm. & Mary College Archives.

^ 3. There are other nineteenth-century items which note the plantation as "The Grove." In 1783 Humphrey Harwood in his bill for work done wrote it "Grove."

^ 1. See: ~~Illustration~~ Appendix #3.

^ 2. Papers of George W. Southall, legal Cases & Estates, fol. 127, William and Mary College.

^ 1. Ibid. See: York County Records, Order Book #11. pp.73, 258 for suit reference Francis B. Whiting, guardian Philip Carter Lewis Burwell pltf vs Scervant Jones administrator of Mary Jones decd.

^ 2. See: ~~Illustration~~ Appendix #7, Tax records.

^ 1. Tax records state that Burwell gave deed of conveyance to Wynne. No deed has been found in the court records.

^ 1. Papers of George W. Southall: Legal Cases and Estates, folder 127, William and Mary College Archives.

^ 1. Ibid.

^ 2. *Sketch of Carter Burwell (1716-1756)* compiled by George Harrison Burwell, III "Mount Airy", Millwood, Clarke County, Virginia, pp. 71-72.

^ 3. William and Mary Quarterly, Series 2, Vol. 3, p. 171. In his junior and senior years in college Burwell boarded with Mrs. Peachy.

^ 1. *Proceedings of the Clarke County Historical Association*, Vol. IV (1944) p. 33: *The Diary of Rev. Frederick D. Goodwin*.

^ 2. *Sketch of Carter Burwell (1716-1756)*. Probably the last two children were not born at Carter's Grove as Burwell had sold it in 1838.

^ 3. James City Tax Records. See: ~~Illustration~~ Appendix #7.

^ 1. *Sketch of Carter Burwell (1716-1756)* ..., p. 72.

^ 2. Ibid.

^ 1. James City County Land Tax records, originals at Virginia State Library (M-1-56 CWI).

^ 2. Tyler's *Quarterly Magazine*, Vol. 7, p. 135.

^ 1. James City County Petitions 1777-1861, originals in Virginia State Library (M-34 CWI).

^ 2. Grove wharf is another name for Trebell's Landing used by American and British troops in the Revolution (Sept. & Oct. 1781). In 1818 on Kearney's Map of the area, Trebell's Landing is noted. See: Map in this Report. For details about Burwell's Ferry sometimes known as King's Mill Landing, see: Kingsmill Report (1958) by Mary R. M. Goodwin, Colonial Williamsburg, Inc. See: Appendix 16 for notes on Grove Wharf.

^ 1. See: ~~Illustration~~ Appendix #7.

^ 2. *The Virginia Gazette*, Williamsburg, Thomas Martin, ed. The above notice appeared in May 11, 1854 issue also.

^ 3. See: ~~Illustration~~ Appendix #7 for James City Tax Records.

^ 1. See: ~~Illustration~~ Appendix #7 for James City Tax Records.

^ 2. *The Virginia Gazette*, May 11, 1854.

^ 3. Ibid., May 18, 1854.

^ 4. James City County and the City of Williamsburg Court Records, Will Book I, pp. 16-21.

^ 5. See: Chapter VIII for Lewis Ellison's ownership (never in fee simple), and the involvements necessitated by Wynne's heirs with his tenants.

^ 1. Hall of Records, Annapolis, Maryland: Kent County Marriage Licenses 1833-1856.

^ 2. Hall of Records, Annapolis, Maryland: Cecil County Deeds HHM 4 folio 564-565.

^ 3. Thomas Newman may have been the son of Thomas and Susan Newman of Yorktown. Thomas Newman Sr. died 1853 leaving a will. (York County Records, Will Book 13, p. 221.) In 1873 "William B. Wynne and Lewis Ellison late partners in trade" started a suit vs Thomas Newman adm. of Susan M. Newman. (James City County and City of Williamsburg Court Records, Law Order Book #2, p. 106.) No further evidence of Newman's ownership has been found.

^ 1. James City County and City of Williamsburg Court Records, Chancery Suits: Choles vs Branch & Peachy, Com. for Wynne estate.

^ 2. James City County Personal Property Tax records 1856-1869 give: Lewis Ellison & Company as owning slaves, horses, and cattle. In 1858 Lewis Ellison & Company owned 37 slaves, 17 horses, 44 cattle and 4 carriages. (See: Illustration #7). By 1860 the Company owned only 12 slaves.

^ 3. James M. Ellison was a brother of Lewis Ellison and married a sister of his wife. (Hall of Records, Annapolis, Maryland.)

^ 1. *Richmond Whig*, December 15, 1859.

The broadside notes the plantation for sale as "Grove", that it had a public wharf at which James river boats dock daily and that hack service is provided from the wharf to and from Williamsburg and Yorktown.

^ 1. James City County and City of Williamsburg Court Records, Deed Book 1, pp. 396-397.

^ 1. Ibid., Chancery Suits, file Box 9: Curtis vs Ellyson. (February 1860).

- [^] 2. Ibid., Deed Book 2, p. 194 (January, 1860).
- [^] 1. Ibid., Deed Book 1, p. 480. See: ~~Illustration~~ ^{Appendix} #14 for complete copy of deed.
- [^] 2. Ibid., Deed Book 1, p. 478. See: ~~Illustration~~ ^{Appendix} #14 for complete copy of deed.
- [^] 3. Ibid., Deed Book 1, p. 479. See: ~~Illustration~~ ^{Appendix} #14 for complete copy of deed.
- [^] 1. See: ~~Illustration~~ ^{Appendix} #7.
- [^] 1. James City County and City of Williamsburg Court Records, Chancery Order Book #1. pp. 70-71.
- [^] 2. Ibid., Deed Book 2, pp. 152-153.
- [^] 1. Ibid., Filed in Box Deeds 1853-1900. Deed recorded May 30, 1867. See: ~~Illustration~~ ^{Appendix} #14.
- [^] 1. Ibid., Chancery Suits, File 13. Broadside enclosed in suit: Wynne vs Ellison & als.
- [^] 1. James City County and City of Williamsburg Court Records, Deed Book 2, pp. 358-359. Deed recorded October 30, 1869. See: ~~Illustration~~ ^{Appendix} #14 for full copy.
- [^] 2. Ibid.
- [^] 3. Ibid.
- [^] 1. Ibid., pp. 374-375. Recorded March 29, 1871.
- [^] 1. James City County and City of Williamsburg, Deed Book 2, pp. 374-375.
- [^] 1 Ibid.
- [^] 2. Ibid., Chancery Suits, file 33.
- [^] 1. *Richmond Whig* February 21, 1874; clipping found in Chancery Court Records, File Box 46, James City County and City of Williamsburg Court Records.
- [^] 1. Ibid., May 19, 1874.
- [^] 1. James City County and City of Williamsburg Court Records: Chancery Suits, File Box 86. See: ~~Illustration~~ ^{Appendix} #14 for complete copy of abstract and suits.
- [^] 2. See: ~~Illustration~~ ^{Appendix} #20.
- [^] 1. James City County and City of Williamsburg Court Records, Chancery Suits, File Box 33. See: ~~Illustration~~ ^{Appendix} #14 for copy.
- [^] 2. See: ~~Illustration~~ ^{Appendix} #20 for plat made by Choles for Roberts in 1774.
- [^] 1. See ~~Illustration~~ ^{Appendix} #14 for full copy of Abstract.
- [^] 1. James City County and City of Williamsburg Court Records, Chancery Suits, File Box 33. See: ~~Illustration~~ ^{Appendix} #14 for copy.
- [^] 1. James City County and City of Williamsburg Court Records, Deed Book 3, p. 241. Recorded May 11, 1877. See: ~~Illustration~~ ^{Appendix} #14.
- [^] 1. James City County and City of Williamsburg Court Records, Deed Book 3, p. 203.
- [^] 2. Grove Wharf was a part of the Grove entire property. Grove Wharf was used by steamers as late as 1896. See: ~~Illustration~~ ^{Appendix} #20 for map showing Grove Wharf (1896).
- [^] 1. James City County and City of Williamsburg Court Records, Deed Book 4, p. 102. See: ~~Illustration~~ ^{Appendix} #14 for suit Thomas Wynne plts vs H. H. Wynne deft and A. C. Neckle, pltf vs Peachy & Hubbard, defts April 26, 1881 (James City County and City of Williamsburg Court Records: Chancery Court Book 2, pp. 504-505).
- [^] 2. Deed from Nannie W. Wynne to E. G. Booth will appear in Chapter XIII to follow.
- [^] 1. Brock Manuscript Notebook, Virginia Historical Society, p. 112. See: Augusta Owen Patterson's article concerning Yorktown Centennial 1881, [p. 113](#) this report.
- [^] 1. James City County Records, Deed Book 4, p. 436: recorded February 28, 1884. "Original deed sent by mail to E. G. Booth, Philadelphia on 29th Feby 1884. C. C. Dixon, C. C." See: ~~Illustration~~ ^{Appendix} #14.
- [^] 1. "The hospital [Sheltering Arms] grew out of a movement fostered in the year 1888 by Miss Rebecca Peterkin and her Circle of King's Daughters. Its work of mercy was actually begun early in 1889 in the old building that had once been known as the Clifton House, on Fourteenth Street north of Franklin, near the Ballard section of the famous Exchange and Ballard Hotel... At the time when the Clifton House became the first home of the Sheltering Arms Hospital, the building was owned by Dr. E. G. Booth of Carter's Grove, through whose kindness no rent was charged for the first year..." (*Richmond Homes and Memories* by R. B. Munford Jr (1936) p. 127.
- [^] 2. James City County and City of Williamsburg Court Records, Will Book #2, pp. 413-414.
- [^] 3. See: ~~Illustration~~ ^{Appendix} #10 for biographical sketch.
- [^] 1. James City County and City of Williamsburg Court Records. Will Book #3, p. 164-165. Will of Clara Haxall Booth Recorded April 25, 1926. [Ages deduced from data therein.]
- [^] 2. *Ibid*, Deed Book 5, pp. 261-262: November 11, 1890. See: ~~Illustration~~ ^{Appendix} 14. Grice's. Run to the east of Carter's Grove as a

boundary.

- [^] 1. William Rotch Ware, *The Georgian Period*, Rev. Edition (1923) Brooklyn. Article: Old Colonial Work in Virginia and Maryland by A. Burnley Bibb.
- [^] 2. Augusta Owen Patterson, "In Residence at Carter's Grove," *TOWN & COUNTRY*, April 15, 1933, pp. 43-45, 60.
- [^] 1. See: ~~Illustration~~ ^{Appendix} #14 for photostat copy of description and contract.
- [^] 2. A photostat copy of the plat is filed under ~~Illustration~~ ^{Appendix} #20 *Maps*.
- [^] 1. *The Virginia Gazette*, W. C. Johnston, ed. & pub., Williamsburg, Va., December 15, 1906.
- [^] 1. James City County and City of Williamsburg Court Records. Deed Book 10, pp. 512-518. Recorded James City County March 1, 1907.
- [^] 2. *The Virginia Gazette*, W. C. Johnston, ed. & pub., March 2, 1907.
- [^] 1. See: ~~Illustration~~ ^{Appendix} #4 for complete deeds relating to Bisland's ownership.
- [^] 2. *The Virginia Gazette*, W. C. Johnston, editor and publisher, Williamsburg, Virginia, January 4, 1908.
- [^] 1. James City County and City of Williamsburg Court Records, Will Book 2, pp. 684-686. Through The American Institute of Architecture, New York City, The Architectural Department, Colonial Williamsburg, has found that William Wallace Tyrie (1874-1943) studied at Pratt Institute, Brooklyn, New York, where he graduated in architecture. Prior to coming west to the Twin Cities in 1908, Mr. Tyrie worked in several of the leading Eastern architectural offices. In 1908, in Minneapolis, Mr. Tyrie and Mr. George Chapman formed the partnership known throughout the Northwest as Tyrie & Chapman. In 1928 Mr. Tyrie became associated with the firm of Long & Thorshov, Inc., (*Northwest Architect*, vol. VII, No. 4, April 1943, p. 10; article by Roy Norman Thorshov.)
- [^] 2. James City County and City of Williamsburg Court Records, Will Book 2, pp. 684-686.
- [^] 1. James City County and City of Williamsburg Court Records, Deed Book II, pp. 90-91. See: ~~Illustration~~ ^{Appendix} #14 for copy of deed. See ~~Illustration~~ ^{Appendix} #20 for copy of plat.
- [^] 2. See: ~~Illustration~~ ^{Appendix} #1 for full copy of the will.
- [^] 1. See: ~~Illustration~~ ^{Appendix} #17 for complete items from *The Virginia Gazette*.
- [^] 2. Chancery Suits, File #47 James City County & City of Williamsburg: Kauser vs Dewey. ^a Fleming Brown is remembered as major-domo at the Palace for many years.
- [^] 1. *The Virginia Gazette*, April 21, 1910; also James City County and City of Williamsburg Court Records, Deed Book 12, pp. 212-213. See: ~~Illustration~~ ^{Appendix} #14 for full copies.
- [^] 2. James City County and City of Williamsburg Court Records, Deed Book 12, p. 273. See: ~~Illustration~~ ^{Appendix} #14. Also *The Virginia Gazette*, June 23, 1910.
- [^] 1. *The Virginia Gazette*, June 23, 1910. See: ~~Illustration~~ ^{Appendix} #14 for details about Hauks renting the eastern end of Carter's Grove.
- [^] 2. *The Virginia Gazette*, September 8, 1910.
- [^] 1. Ibid., October 20, 1910.
- [^] 1. Ibid. November 3, 1910.
- [^] 2. Ibid. February 9, 1911.
- [^] 3. *Who Was Who in America*, Vol. I (1897-1942), p. 1325.
- [^] 4. Wetmore was co-executor of T. P. Bisland's will. A suit between heirs of Bisland and heirs of Mrs. Bisland ensued. See: ~~Illustration~~ ^{Appendix} #14 for suit: Kauser et als vs Dewey et als, from Chancery Court Records, Box 47, James City County & City of Williamsburg Court Records.
- [^] 1. *The National Cyclopaedia of American Biography* (1922), Vol. XVIII, pp. 21-22.
- [^] 1. *The Virginia Gazette*, W. C. Johnston, Editor and Publisher, Williamsburg, Va., March 16, 1911.
- [^] 1. Ibid. April 13, 1911.
- [^] 2. Ibid. April 20, 1911.
- [^] 3. Tyler's *Williamsburg* (1907), p. 262.
- [^] 1. Miss Ruffin's statement given to the writer in January, 1964.
- [^] 2. *Historic Houses of Early America* (1927) by Elsie Lathrop, p. 79.
- [^] 3. Ibid. p. 78. See: ~~Illustration~~ ^{Appendix} #15.
- [^] 4. *Colonial Manors of Virginia* (1909) by Mrs. Edith Tunis Sale, pp. 178, 181.
- [^] 1. James City County and City of Williamsburg Court Records, Chancery Suits, Box 47: Elsie M. Kauser vs. Josephine A. Dewey et als final report June 13, 1911.
- [^] 2. Copy in Research Department, Colonial Williamsburg.
- [^] 1. James City County and City of Williamsburg Court Records, Deed Book 14, p. 48.

- ^ 1. James City County and City of Williamsburg Court Records, Deed Book 24, p. 112.
- ^ 1. "The Renaissance of Carter's Grove" by W. Duncan Lee, reprint *ARCHITECTURE*, April 1933.
- ^ 2. Morrison, Hugh S., *Early American Architecture* (New York, 1952), p. 347.
- ^ 1. Oswald's impression that David Minitree was imported from England to do the interior has been disproved in recent years. Richard Baylis was the carver and master artisan who was brought over by Burwell in 1751. (See: Chapter III, Carter Burwell.)
- ^ 1. *Country Life*, December 30, 1933, issue, London, England: A Colonial House in America...by Arthur Oswald.
- ^ 1. *Town & Country*, April 15, 1933 issue: "In Residence at Carter's Grove..." by Augusta Owen Patterson.
- ^ 1. All guests listed are taken from the Guest Book kept at Carter's Grove (1930-1960).
- ^ 1. Twenty states were represented.
- ^ 1. For many years this tribe has journeyed to Richmond in November—around Thanksgiving—to present venison and game to the Governor of Virginia. This Chief pays similar calls upon other families living along the James River at the fall season.
- ^ 1. *The New York Times*, 1937, December 20, page 27, col. 2.
- ^ 2. *Times-Dispatch*, Richmond, Va., December 20, 1937, p. 7, col. 8.
- ^ 3. *The Virginia Gazette*, Williamsburg, December 24, Friday, p. 1, col. 4.
- ^ 1. James City County and City of Williamsburg Court Records, Will Book 4, p. 250-254. Recorded: January 3, 1938.
- ^ 1. See: Spotswood Family Genealogy, ~~Illustration~~ Appendix #19.
- ^ 1. Ibid.
- ^ 2. Davis College was run for a number of years by Arthur Kyle Davis. Young ladies from Southside and Tidewater Virginia were sent to this school for their secondary training.
- ^ 3. Mrs. McCrea related that the Misses Randolph always spoke of their grandfather as "Mr. Jefferson." Once each week the "boarding girls were served dessert in Mr. Jefferson's saucers."
- ^ 1. Permission to use these excerpts was given by Mrs. Sally Dunlop Eddy, daughter of the late Mrs. Archibald McCrea. The original letters are in her possession.
- ^ 1. *The Virginia Gazette*, Williamsburg, Dec. 1, 1939; March 29, 1940, April 5, 1940 and September 19, 1940 issues.
- ^ 2. Mrs. McCrea had many picnic suppers on the lawn facing the River, or cocktail parties in the office wing or elaborate dinners in the formal dining room. It was her delight to give some happiness to these men far from home and loved ones.
- ^ 1. See: ~~Illustration~~ Appendix #18 for the letter written to Mrs. McCrea on September 8, 1942, by these men.
- ^ L. Samuel Chamberlain, "—— Beautiful House", *This Week Sunday Magazine*, April 3, 1955.
- ^ 1. *Richmond Times-Dispatch*: Friday October 28, 1938.
- ^ 1. See: ~~Illustration~~ Appendix #1, for excerpt from Mrs. McCrea's will.
- ^ 1. "Carter's Grove", a poem by Eleanor Graham, May 1944. Miss Graham was a member of the Research Department, Colonial Williamsburg, when she wrote this poem. She is now Mrs. Silas Vance and has published several books of poetry.

~~Illustration~~ Appendix #1

Will of Lewis Burwell (died 1710)

[First portion of will appears to be omitted.]

Item I give and bequeath unto my well beloved son Nathaniel Burwell all my lands in Gloucester County to him and his now wife Eliz^a for and during their natural lives but in case the said Eliz^a should Survive her sd Husband that then she to hold the sd Land no longer than during her widowhood. Item I give and bequeath all my afore^{sd} Lands after the death of my Son & Daughter or her Marrying a Second Husband unto my grandson Lewis Burwell now an Infant & to the male heirs of his body Lawfully begotten forever & in case of failure of such Lawfull Issue...then I give & bequeath the sd Lands unto the next maile Issue of my son Nath^l (his father)...failure of such issue male by my son Nath^l then I give my sd Lands to my son James Burwell, Dureing his Naturall life & after his decease to his second son...& the maile heirs of his body Lawfully begotten...failure of such Issue then to the Eldest Son of my son James...[or] then to the next maile heires of my son James...& in case of failure of male Issue by my Son James Burwell then...to Son Lewis Burwell [failing male heirs to son Lewis] then to the daughters of my son Nathaniell Burwell [and their heires].

[Signature]

Item I give & bequeath unto my well beloved Son James Burwell all my Lands lying & being between Kings Creek & Queens Creek & so up a small Creek or branch of Queens Creek called Hickory Creek...to the main Road that leads to Williamsburg...to a line that

parts Mr. Robert Hide and me...to him the sd James & the maile heires of his body...in default of such Issue....then to my Son Nathaniell...then...to his second son...[failing such issue] to the eldest son of...Nath^l [failing such]...to Son Lewis...& to his Second Son [failing such issue] to the Eldest Son of...Lewis...[or] to the male heirs of Lewis...[if no male issue] unto the daughter or daughters of my son James...[& their heires] [Signature]

....I would have my son James & Nath^{ls} Lands Ly Contigious together, have therefore given the sd parcell of Land unto him [James] in consideration of which I give unto my sd Son Nath^l in...compensation of the sd Lands the Land I bought of Nicholas Gill lying near to the mouth of Queens Creek on the south side thereof as also one Peace of woodland ground lying at the head of Mr. Rings quarter on the left hand of the main Road that gose to Williamsburg....Item I likewise give & bequeath to my son James Burwell one seat of Land in Wilmington P'ish in James City County...near unto a place called Drinking Spring...to him [and then] to his second son...

Item I give and bequeath to my well beloved Son Lewis Burwell those seats of Land hereafter named viz- that is to say Farlows neck...all thereunto belonging Harrup plantacon & the quarter Land as it is called which I lately purchased of Mr. Anthony Everendon & Eliz^a his wife as also another parcell of Land whereon William Davine & his wife now lives in James City County...& one other peace of Land in York County w^{ch} I bought of Jno Tullit....Item I Likewise give & bequeath unto my son Lewis Burwell all my Lands Lying & being in Pamunkey Neck....[in failure of issue] I give the one halfe of the sd neck Lands....unto my Godson Will: Burwell...[in failure of issue] unto my son James Burwell [failing issue] to son Nath^l.

[Signature]

Item whereas I have by the foregoing part of this will... bequeathed unto my beloved Sons Nath^l James & Lewis all...my lands...now so it is & I do order & appoint that each of my Sons do quietly & peacably enjoy...the Lands so given them... but in case either of my Sons or Son or their Heires doth endeavor to disturb his sd Brother...by any way or means...directly or indirectly that then he or they so molesting or disturbing his sd Br^oshall forfeit to the molested all...the Lands... given to him...& I do give it unto the molested under the same restrictions...Item it is my will & I do order & appoint that in case all my children should dy both male & female without Lawful Issue that then in such case all my Lands lying & being in Glocest^r County wth the appurtenances thereof I give & beweath unto the Church Warden of the parrish in w^{ch} the sd Lands shall from time to time & at all times hereafter be to them & there Successors...forever & for the advantage of a free school for the Christian Education of pore Child^r & the residence of Six pore wid^{os} & their children....& all my lands in York County to the Church Wardens of the P'sh...[the same conditions as for Gloucester property] & for the residence of four pore widows & their child^rall the land in James City County ...wth the profits arising from them...I give unto the Governors of the College of William & Mary...for the maintenance of two scholars to Study Divinity Law Phisick or the Mathematics ...[if this bequest be not "Rightly applied" then] to the Church Wardens of the P'sh [as above].... [same fk conditions apply to Pamunkey Lands.] [Signature]

Item I give & bequeath...to son James Burwell thirteen hundred & ten pounds Sterling to be pd him at the age of twenty-one years being in full compensation of his part of the Estate of Nath^l Bacon Esq^r Dece^d as also 3 lb 2 oz^s of Plate... belonging to the aforesd Estate. Item I give unto...son Lewis Burwell 20 guines that was his death Mothers & his third part of 5 Jacobuses & three double pistoles that is in a guilt purse that was his sd Mothers Also I give to my sd Son Lewis three younge negroes....Item I give & bequeath to my two youngest daughters Jane & Martha 20 guines apeace that was their dear Mothers as also their 3^d parts of 5 Jacobuses & 3 double pistoles that is in a guilt purse...I also give unto my daughter Jane a gold watch & furniture that was her sd mothers as also one negro Girl...& one other mulatto Girle...I likewise give unto my daughter Martha Jun^r a dressing box & looking glass that is wrought with beads that was her sd mothers- as also one negro girl...and one other negro girl...[in case Jane & Martha die before receiving the Gould watch] to my son Lewis. Item I give & bequeath unto my grand daughter Eliz^a Burwell one negro girl...

Item....[disposing of Negroes: those in Gloucester to Nathaniel; to James a Carpenter, "Will Colly"; to Lewis a mulatto carpenter "Ould Tom"; remainder of negroes to Lewis & James.] Item...to grandson Lewis Burwell [three young negroes] the negroes that shall be allotted to my two youngest sons...James & Lewis to be kept at work on y^r own respective plantations & the profits...for the education & advantage of y^r estates until they come of age & that the education be liberall according to the Quality & Estates Item...to my two sons James & Lewis...all my stocks of Cattle, horses, Sheep, hoggs &c. that is in York, James City & King William Countys to be equally divided...at the discretion of my overseers hereafter named...

[Signature]

Item I give & bequeath unto William Cole son of Col^o Will Cole Dece^d twenty guines & two Jacobuses w^{ch} was his dear Mothers to be delivered him at the age of 21 years likewise a pearl necklace & silk mantle & Pine Cushion... [in case of William's & Lewis' death] then the gold to go to my son Lewis.... [or then to Lewis's] Sister of the whole blood. I do likewise order...that if it appeare that I have rec^d more out of the Estate of Coll^o Jno Leare dece^d than what properly belonged to my dear wife Martha dece^d then...the sum over & above...be paid unto the sd Will⁻ Cole at the age of twenty one [in case of the death of Will Cole then to] the children of my dear dece^d wife Martha & as for the rest of her Rings Jewells necklaces &c. I give to be divided amongst her other three Children or the Survivors...the sd necklace of pearl [then to go] to my Daughter Martha Jun^r ... [or then] to Jane... [or the] to Lewis. Item...to son Nathaniel all my household furniture that shall be in Gloucester County at the day of my death as also all Copper

Pewter brass Iron &c...all my stocks of Cattle[&c.] ...likewise...my mill that is on Carters Creek he paying unto his two brothers 25 lb Sterl apiece...the said money to be laid out in household furniture. Item...to my...Sons James & Lewis all my Household furniture on the south side of York River...&c...to be equally divided... [Signature]

Item...I do order and appoint...that my Godson Will^r Burwell an infant about 4 years old (now under the care of W^m Davis & Ellinor his wife) if he live to the age of ten years shall then be put to school to the Royall College of Will: & Mary...for his good education...of either divinity Law or Phisick...until he shall attain to the age of twentyone...to be kept with decent apparell dyett...& lodging...becoming a Gentl^s Son...Expence...disbursed & equally borne by my three sons...Item I give unto...Will: Burwell 65 pounds worth of plate that hath his mothers coat of arms on it & are as followeth one tankard one Salver two plates two pringers one set of Castors two muggs four salts two dozen of spoons one Cup the afore^{sd} pieces of plate...are sealed up in a Canvas Bagg. Item I give unto the sd Will^r Burwell six pounds ten shillings worth of pewter which is marked & ingraved wth P.P. Item I give unto the sd Will Burwell 50 lb Sterl out of the bulck of my Estate...[at] age of twenty one [failing by death to inherit] then to my three youngest children...Lewis Jane & Martha or the survivors of them to be equally divided & the 50 lb legacy to be void.

[Signature]

Item...to my two youngest daughters Jane & Martha 50 lb Sterl to each of them. Item...unto the poor of Abington p'sh (that are not pensioners) thirty pounds in goods at first cost out of England to be distributed...Item I do order...that 30 lb Sterl be laid out in mourning Rings to be given to my children Relations & friends. Item to my Overseers...teen lb Sterl to each of them. Item I give to...my Six daughters namely Joanah Eliz^a Lucy Martha Jane & Martha Jun^r all moneys due to me in England Virg^a or elsewhere & to be equally divided amongst them deducting out of each part what shall appear to be paid to each of them by my book Ledger No 4...the moneys to be distributed by my...daughters amongst their children at their own discretion. Item it my will...that in case my money will not amount to seven hundred pounds to each and every one of them my daughters...with what is already paid them that then...all crops of tobacco growing on the ground or in the house at my death be sent to England in order to raise the aforesd sum...In case there should be money enough to comply with all debts & Legacies...then the said tobac^o to go to my three sons...Item I appoint my two well beloved sons Nath^l & James Burwell whole & Soule Exec^{trs} of this my last will & testament, my son Nath^l to negotiate the whole affaire during the minority of his br^o James...

[Signature]

Item I nominate and appoint my Br^o Philip Ludwell my son in Law & Kinsman Henry Seaton Overseers in all things to assist my Exec^{trs} ...In witness whereof I have hereunto set my hand & fixed my seal (and have signed each other sheet) this 11th day of October 1710.

Lewis Burwell

[Witnesses]: Jno Custis Jun^r

Phil^p Whitehead

Eliz^a Todd

Tho Hall

York County

Feb^r 19th 1710/11

The Berkeley Family Papers, Alderman Library, University of Virginia. M-62-3 CWI.

Will of

Robert (King) Carter (1662-1732) Lancaster County, Virginia

...

My will is that the respective stocks of cattle, horses, sheep and hogs that are upon my severall plantations shall go to such of my sons as the lands are given to according to my aforesaid will, and to be and be continued as an appurtenance to the several plantations to which they belong. My will is that all my lands, slaves, stocks of cattle & hogs, houses, plantations and appurt^s to the said lands and real estate belonging, lying upon Merchant's hundred In James river be held and enjoyed by my Daughter Elizabeth, formerly the relict of Nath^l Burwell, Gen., dec'd, and now the wife of Doctor George Nicholas, for and during the time of her natural life, and the profits of the s'd estate to belong to her, and after her decease my will is that these lands, houses, slaves, appurt^s, stocks of cattle and hogs do go to my grandson Carter Burwell & to the heirs male issue of his Body lawfully begotten, and for want of such unto my grandson Robt. Burwell and the heirs male issue of his Body lawfully begoten, and for want of such unto my grandson Lewis Burwell & to the heirs male issue of his Body lawfully begotten, and if my s'd three grandsons should dye without issue Male then my will is that these lands, slaves, houses, appurt^s, Stocks of Cattle and hogs do go to my granddaughter Elizabeth Burwell and to the heirs male issue of her Body, and if all my s'd grandchildren should dye without issue male then my will is that these lands & estate of Merchant's hundred with the slaves and appurt^s do go to my son John and the heirs male issue of his Body,

and for want of such unto all my sons in-tail male, with the remainders over according to the disposition I have already made of the rest of my lands, slaves and real estates in this my will; and my further will is that this estate in all times to come be called & to go by the name of Carter's Grove, provided alwaies & it is my will and meaning that the number of slaves that are now upon the s'd plantation shall always be kept up & that the mortalitys shall be still supply'd out of the profits of this estate, and that the number of cattle and other stocks shall always be kept up for the use and manure of the s'd plantation to the same number they are at my decease, and that the s'd plantation be always kept in good repair and that the contingent charges of the s'd estate be borne out of the profits.

...

It is my will that if Daughter Elizabeth, the wife of Dr. Geo. Nicholas, shall be alive on the 10th day of May, 1729, that then, there be paid to my said Daughter Elizabeth the Sume of £300 by my ex'trs, and I do also give to my said Daughter a pair of Diamond Ear rings to cost £50 sterling to be bought by such person as she shall desire, the money to be paid by my Ex'trs, and it is my will that when her eldest son she hath by her said husband shall come to the age of twenty-one years that there shall be paid to him by my Ex'trs £100 sterling, and when her youngest son she hath by her said husband shall come to the age of 21 years that then shall be paid to him by my ex'trs £100 Sterling and if either of them dye the whole sum to be paid to the Survivor.

...and it is also my will that my ex'tors shall pay to my Grandson Carter Burwell when he arrives at the age of twenty-one years, the sum of £300 sterling,...

[*Virginia Magazine of History and Biography*, Vol. 5, pp. 408-428.]

...

That whereas in the second item in this my will, I have directed ye Merchants hundred plantation with the slaves & stocks, to be held & enjoyed by my daughter Elizabeth for & during the term of her natural life, my intent & meaning is that my stocks of Cattle & hoggs & other personal goods belonging to the said plantation, be only lent to my said daughter Elizabeth during her life and no property vested in her, & she my said daughter, to enjoy the profits of the said stocks still keeping up the number that they shall be at the time of my decease, and my will and meaning is the same in respect of the other settlement I have made to my daughters Page & Harrison.

...

ROBERT CARTER (L.S.) ¹

...

That whereas I have bought Sundry tracts of Land for my three married daughters and have bought Sundry Slaves for the improving and working the said Lands which they are annexed unto, and whereas in the disposition of the said slaves I have used the words (I give the said slaves unto my said Daughters respectively for and during their natural lives or to this purpose), I do revoake the said clauses and do only give the profits of the said slaves & their increase unto my said three Daughters for and during their natural lives under the conditions aforesaid,...

ROBERT CARTER (L.S.) ²

[At General Ct in Wmsbg 16 October 1732 this will of 40 sheets was presented & proved...the former part contained 28 sheets proved by oaths of Rich Lee & Tho ^s Edwards. Other part contained in next sheet by Oath of Lee, other part of five sheets by oaths of Lee and John Connor & rest of 6 last sheets by oaths of Rich Chapman & Connor & John Carter, Charles and Landon Carter, Genrl Exors.]

Matt Kemp CI & cu ¹

The Will

of

Maj. Nathaniel Burwell (1680-1721) of "Fairfield", Gloucester County, Virginia

In the name of God amen I Nathaniel Burwell of Gloucester County being very weak of Body but of perfect Sense and memory do make this my last Will and Testament in manner Following. I Resign my soul unto the Almighty God hoping through the merits of my ever blessed Redeemer for pardon of my Sins and my Body I desire may be buried with my Ancestors. I Give and Devise all my Lands in Gloucester County and Richmond County or elsewhere on the North Side of York River unto my well beloved son Lewis Burwell and to the Male Heirs of his Body lawfully Begotten and in case of Failure of such Issue Male, then I give and devise all the said Lands unto the Second, Third, Fourth, Fifth or Sixth son of my Son Carter Burwell and to the Male Issue of such Second Third, Fourth, Fifth or Sixth Son Successively forever and for want of such Issue Male unto my Son Robert and the Male Issue of his Body

And for want of such Issue to the Female Issue of my Son Lewis Burwell and the Heirs of the Body of such Issue Female and for want of such Issue to my heirs forever. All my Lands Tenements Lotts & Houses in York County or York Town I give and devise to my Son Carter Burwell and to the Male Issue of him the said Carter forever but in default of such Issue Male then I give the said Lands Tenements Lotts & Houses unto my Son Lewis Burwell during his Natural Life & after his decease unto the Second Third Fourth, Fifth & Sixth Son Successively of him the said Lewis and to the Male Heirs of such Second, Third, Fourth, Fifth or Sixth Son of him the the [sic] said Lewis Successively & for default of such Male Issue unto the first Son of my said Son Lewis & the Male Issue of his Body., lawfully Begotten forever & for default of such Issue unto unto [sic] my Son Robert Burwell & the Male Issue of his Body lawfully Begotten forever & for default of such Issue then to the Female Issue of my said Son Carter & the Heirs of the Body or Bodies of such Issue Female, & for want of such Issue to my right Heirs. I Give and devise all my Lands, Tenements & Houses on the South Side James River in Virginia unto my Son Robert Burwell and the Heirs Male of his Body Lawfully Begotten forever & for want of such Issue to my Son Carter Burwell during his life & after his decease unto the Second, Third, Fourth, Fifth & Sixth Sons Successively of him my said Son Carter Burwell and the several Male Heirs of their Body Successively & for default of such issue to the first Son of my said Son Carter Burwell & the Male Issue of his Body forever & for default of such Issue to the Male Heirs of the Body of my Son Lewis & for default of such Issue to the Female Issue of the Body of my said Son Robert Burwell & for default of such Issue to my right Heirs. I Give devise and Bequeath the reversion (?) of an Estate I have in a Tract of Land on the South Side of James River by virtue of the will of my late deceased Brother James or as I may be Heir to him unto my said Robert Burwell and the Heirs Male of his Body, and in like manner to remain over as the before said Tract is by me Given which is on the South Side James River. I Give unto my Daughter Elizabeth Burwell when she shall attain the age of Twenty one years or be married One Thousand Pounds Sterling But in case she dies before twenty one and unmarried then I Give the said One Thousand pounds to such of my Children or Child as shall then be living I Order that this One Thousand pounds be Secured at Interest within a year or two after my decease & that my said daughter have that Interest for her Maintenance & Education so long as she lives under age & unmarried.

I order that when my Wife's thirds of my slaves is set Apart that all the rest of my Slaves be divided into three equal parts and a proportionable number of my Tradesmen in each part One third part of Which Slaves so divided I Give to my Son Lewis Burwell if he live to be of age or Married but if he dies before he comes of age or be married I Give such Third part of the said Slaves and their increase to my said Sons Carter and Robert Burwell equally to be divided or to the Survivor of them if one only shall then be living I Give one other Third part of my Slaves so divided to my son Carter Burwell if he shall live to be of Age or married but if he dies under Age & Unmarried I Give that third part to my Sons Lewis & Robert to be equally divided or to the survivor of them if one only shall be then living I Give the other Third part of the said Slaves divided to my Son Robert Burwell if he shall live to be twenty one years old or be Married but if he dies before he comes of Age or be Married then I Give that Third part of my said Slaves to my Sons Lewis and Carter equally to be divided, I Order that all my Slaves be kept together where they now are or be some of them sent out to New plantation at the discretion of my Executors but that the whole profit of their Labour & Crops be applied for the Maintenance of my said Three Sons & For their joint Benefit and Advantage until my Son Lewis Burwell shall arrive at the Age of Twenty one & that then he receive his Share of the Slaves so divided & allotted for him and their Increase & also One third of what shall remain of the labour of all my said slaves & their Crops beyond what shall have been expended for the Maintenance & Education of my said three Sons and that then the other two thirds of the Slaves be placed upon the Land of Carter & Robert and the whole profit of their Labour & Crops be employed for the Education Maintenance & joint Benefit of my said two Sons Carter & Robert until Carter shall be of age and that then he receive his share of the Slaves allotted to him and their Increase & one half of what shall then remain of the profits of the Labor of the said Slaves. WHEREAS I have sent to England to purchase some land here in Virginia which purchase if made by my Order will cost I Believe at Least Two Thousand pounds Sterling and will so much lessen my personal Estate and will descend as I design it Should to my Son Lewis if therefore that purchase do happen now or hereafter to be made I do in such case give to my sons Carter and Robert out of my (word illegible) in England & other personal Estate half as much as the purchase money shall amount to and then when the Thousand pounds I have Given my Daughter Elizabeth the Fifth part of my personal Estate which my Wife will Claim and this Half as much as the purchase Money & the purchase Money if not paid before my death then I say after these deductions made I Give & Bequeath all the rest of my personal Estate (Except the Goods sent for which I Order to be used and disposed of as they were intended & for the General use of the Family) unto my said Three Sons Lewis Burwell, Carter Burwell, & Robert Burwell one full half share or part to Lewis & the other half between Carter & Robert. I do hereby Appoint my Worthy and Honorable Friends and Relations my Father Robert Carter Esqr my Brothers William Bassett, Mann Page, Henry Armistead & Lewis Burwell Executors of this my Last Will hereby revoking all former Wills I do appoint and desire that Colonel Carter/during his Life and Minority of my Several Children and his Grand Children be their Guardian and that after his Death in the Minority of any of my said Children the Survivors or Survivor of my said Executors be Guardians or Guardian to my said Children & to every one of them Whereas I do believe my Wife now Enseeant and in this my Will I have not made any provision for such Child I do therefore hereby (word illegible) order will and devise that if such Child be hereafter Born & do live to the age of twenty one years that then if it be a Female there shall be paid to such Female One thousand pounds Sterling & if it be a Male Child that then when it comes of age I Give it Two Thousand pounds Sterling & these several sums or one of them out of the Bulk of my Estate I Give my Wife my Coach & Horses and Furniture & the use of the Coachman as long as she lives a Widow. In WITNESS Whereof I have hereto set my hand and seal the 20th day of August 1721.

N. Burwell (SI)

Published & Declared in the
presence of Thos Hughes Clerk
George Janson
Benj. Harrison
Jno. Holloway
August 21, 1721

I have had this will read to me and do make this explanation, to wit. if the purchase be not made in England for me which I suppose will cost at least two Thousand pounds then I give all my money in England and all other my personal Estate after my debts and Legacies are paid and my Wifes Lawful Share deducted to my three sons Lewis Carter & Robert thus to be divided. to wit., the one full half part to Lewis the Elder Between Carter & Robert I likewise give Two hundred pounds Sterlg more to my daughter Elizabeth & twenty pounds to the poor of Abingdon parish to be distributed at the discretion of the Vestry & I Order that four Hogsheads of Sweet Scented Tobacco each weighing Seven Hundred neat be paid to the daughter of John Banister they discharging my Exors of all demands & thus with this addition and explanation I Confirm my aforesaid will with this Codicil to the Same.

N. Burwell

Witnesses

Tho^s Hughes Clerk, Geo. Janson,
Benj. Harrison, Jno Holloway.

At a General Court at the Capitol October the 25th 1721 This will of Nathaniel Burwell Gent: dec'd and Codicil was this day proved in Open Court by the Oaths of Thomas Hughes Clerk & John Holloway Gent: two of the witnesses And Robert Carter, Philip Ludwell, William Bassett & William [Mann ?] Page Esqrs and Lewis Burwell Gent: five of the Executors made Oath to this Will According to Law & it was admitted to Record.

Teste C C Thacker C G C

Truly Recorded

Teste
CC Thacker C G C

A Copy

Teste
Adam Craig for Ben Waller.

(Note: The Certified copy of the above will is owned by Georg H. Burwell III of "M't. Airy", Millwood, Clarke County, Va. It was brought to Clarke by Col. Nathaniel Burwell (1750-1814), a grandson of Maj. Nathaniel Burwell of "Fairfield.")
Copy furnished by The Virginia Historical Society.

***Will of
Nathaniel Burwell (II)
(1750-1814)***

In the Name of God, Amen: I Nathaniel Burwell of Carter Hall in the County of Frederick & Commonwealth of Virginia, do make this my last Will and Testament hereby revoking all other and former Wills by me heretofore made.

1st. I give to my beloved Wife Sacy [Lucy] Burwell for and during her natural life four hundred pounds per annum in lieu of the settlement that I have made on her of two hundred pounds per annum these four hundred pounds I desire may be raised from the estate comprehended under the tenth section of this will: two hundred pounds of them to be paid in the month of May & the other two hundred pounds in the month of November annually.

2. I lend her for & during her natural life, my Carter Hall house, with the out houses, stables & other houses to it appertaining together with the gardens, yards & pastures to it belonging, with liberty of cutting fire wood from such parts of the Carter Hall tract as are not contiguous to the mill pond.

3d. I lend her also during her natural life, the following negroes viz old Joe, Nelly, Henry, Carter, Dick, Ben & his wife Nancy, Billy, Sergeant, Westen, Eve & Betsy Cannady; I lend her also for life all my plate, linen household & kitchen furniture.

4h. I give to her forever my coach, Harness, the four coach horses, & four good cows; I also give her forever all the liquors in the Carter Hall cellars & the provisions laid in or about to be laid for the family for the current year.

5h. I give to my Daughters Eliza Gwyn & Mary & to their heirs forever, my farm in this county known by the name of the river farm, containing six hundred thirty six & three quarters acres be the same more or less, together with all the negroes & stock of every kind on the said farm & all the waggons & plantation utensils thereon.

6h. I give to my son George Harrison, & to his heirs forever my farm in this county known by the name of the Island farm, containing one thousand & sixty acres, be the same more or less & the choice of thirty negroes to be taken in families from the negroes on the said farm which choice must be made by my executors in a few months after my decease: I give him also all the stock of every Kind & the waggons & other plantation utensils on the said farm.

7h. I give to my son Thomas Hugh Nelson & to his heirs forever my farm in this county called spout Run containing seven hundred ninety seven & three quarters acres, be the same more or less; & the choice of thirty negroes to be taken in families from the negroes on the said farm; which choice must be made by my executors in a few months after my decease; I give him also all the stock of every kind & waggons & other plantation utensils on the said farm.

8h. The estates given to my Daughters & my two sons as mentioned in the 5. 6. & 7 sections of this will are not to be answerable for my debts or legacies. Should Eliza Gwyn or Mary die before they arrive at the age of twenty one or marry, I give the estate of the one so dying to the other.

9h. I give to my nephew Carter B. Fontaine all the debt due from him to me in my own right.

10h. All the rest of my estate both real & personal including that part which I have lent to my wife for & during her natural life, after my debts & legacies are paid, I give to be equally divided among all my children & their legal representatives & my grand children by the name of Randolph.

11h. It is my will & desire that my sons Philip & Nathaniel who now act as trustees of the property that I gave some years ago to my grandchildren by the name of Randolph shall in like manner act as trustees of the property that I have given them under this will.

12. It is my will & desire that there shall be no appraisement of my household & kitchen furniture nor liquors & that my executors shall not be obliged to give security for their trusts.

13h. I do hereby constitute my sons Philip, Nathaniel & Lewis Executors of this my last will & testament. In Witness whereof I have hereunto set my hand & affixed my seal this sixth day of September eighteen hundred & thirteen.

NATHANIEL BURWELL (SEAL)

The erasure on the other side was made by me this 19th Dec. 1813

NATHL. BURWELL (SEAL)

The erasure on this side was made by me this 14h. January 1814

NATHL. BURWELL (SEAL)

I do hereby make this codicil to my will explanatory of the part *of the part* of the Carter Hall tract that I have lent her for life with the liberty of cutting wood therefrom; It is my desire & I do hereby direct that a line be run from my son Lewis's corner near the little white oak & the pile of stones not far from the Winchester road to my son Williams line crossing spout run near Sally Banks's house; all that part of the Carter Hall tract that lies above this line including the Carter Hall house, outhouses stables & gardens, yards & pastures, is what I give to beloved wife for & during her natural life. Given under my hand & seal this 21st March 1814.

NATHL. BURWELL

not having had full room on the other side, I have signed & sealed it on this also, Given under my hand & seal this 21st March 1814.

NATHL. BURWELL (SEAL)

At a Superior Court of law held for Frederick County the 2d day of May 1814. This Last Will & Testament of Nathaniel Burwell deceased was produced to the Court, together with the codicil thereto annexed and there being no subscribing witnesses thereto. The same was proved to be wholly in the handwriting of the testator by the oaths of Philip Nelson and William B. Page and ordered to be recorded. and on the motion of Philip Burwell, Nathaniel Burwell and Lewis Burwell the executors therein named who made oath according to law, certificate is granted them for obtaining a probate thereof in due form upon their giving bond. The said Testator having directed that security should not be required from them. Whereupon they entered into and acknowledged bond in the penalty of two hundred thousand dollars, conditioned for their due and faithful administration of the said decedants estate.

Teste:

R. B. WHITE C.F.S.C.

Know all men by these presents that we Philip Burwell, Nathaniel Burwell and Lewis Burwell are held and firmly bound unto Robert White junior Esq. a judge of the general court now sitting and holding the superior court of law for the county of

Frederick in the sum of two hundred thousand dollars to be paid to the said judge or his successors, to which payment well and truly to be made we bind ourselves, our and each of our heirs, Executors and administrators, jointly and severally, firmly by these presents. sealed with our seals, and dated this 2d. day of May, A. D. 1814.

The condition of the above obligations is, that the said Philip Burwell, Nathaniel Burwell and Lewis Burwell executors of the last will and testament of Nathaniel Burwell deceased, do make a true and perfect inventory of all and singular the goods, chattels and credits of the said deceased, which have or shall come to the hands, possession or knowledge of them the said Philip Burwell, Nathaniel Burwell and Lewis Burwell or into the hands or possession of any other person or persons for them and the same, so made, do exhibit into the superior court of law holden at Winchester for Frederick County at such times as they shall be thereunto required by the said court, and the same goods, chattels and credits do well and truly administer according to law, and make a just and true account of their actings and doings, therein, when thereunto acquired by the said court; and further do well and truly pay and deliver all the legacies contained and specified in the said will, as far as the said chattels and credits will extend, according to the value thereof, and as the law shall charge them then this obligation to be void or else to remain in full force.

Signed, sealed and delivered

in the presence of

R. B. White

PHILIP BURWELL (SEAL)

NATHL. BURWELL (SEAL)

LEWIS BURWELL (SEAL)

STATE OF VIRGINIA

COUNTY OF FREDERICK, to-wit:

I, George B. Whitacre, Deputy Clerk of the Circuit Court of Frederick County, Virginia, do hereby certify that the foregoing is a true copy of the Will of Nathaniel Burwell as recorded in Will Book No. 2 (Superior Court) Page 404.

Given under my hand and seal this 6th day of March, 1964.

(Signed) George B. Whitacre

(SEAL) Deputy Clerk

1

Will of

T. P. Bisland

IN THE NAME OF GOD AMEN.

I, T. P. Bisland, formerly of the City of New York, in the State of New York, but now residing in the County of James City, in the State of Virginia, being of sound and disposing mind, do hereby make, publish, and declare this to be my last will and testament, hereby revoking all other will by me at any time made.

FIRST. I desire all my just debts to be paid, if I shall owe any at my death.

SECOND. I give, devise and bequeathe to my sister Mary L. Bisland, the sum of TWO THOUSAND FIVE HUNDRED (\$2500.) DOLLARS, to be paid to her by my executors hereinafter named, when my estate is settled up.

THIRD. I give, devise and bequeathe to my sister, Margaret W. Bisland, a like sum of TWO THOUSAND FIVE HUNDRED (\$2500.) DOLLARS, to be paid in like manner and at like time.

FOURTH. I give, devise and bequeathe to my sister Melanine Owen, a like sum of TWO THOUSAND FIVE HUNDRED (\$2500.) DOLLARS, to be paid in like manner and at like time.

FIFTH. I give, devise, and bequeathe to my niece, Elizabeth T. Owen, the sum of FIVE THOUSAND (\$5000.) DOLLARS, to be paid in like manner and at like time.

SIXTH. I give, devise and bequeathe to my beloved wife, Margaret Bisland, all of the rest and residue of my estate, real, personal and mixed, of every description, in possession, expectancy, or action, to have and to hold the same in fee simple.

T. P. Bisland

SEVENTH. I hereby nominate and appoint my said wife, Margaret Bisland, and my friend C. W. Wetmore, of the City of New York, executors of this, my last will and testament, with full power and authority to execute the same according to its true and intended meaning, and having perfect confidence in their judgement and integrity, I direct that the said executors shall not give securit

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my seal to this my last will and testament, which is written without any interlineation or erasure on two sheets of paper, with my name written on each sheet thereof, at Carters Grove, in James City County, Virginia, this nineteenth day of October, in the year one thousand nine hundred and seven.
T. P. Bisland, (Seal)

Signed, sealed, published and declared by the said T. P. Bisland, testator, as and for his last will and testament, in our presence, who, at his request and in his presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses.

K. B. perkinson, James City Co. Va.

P. J. Fitzharris, 208 Emmerson Palace, Brooklyn N. Y.

Norvelle L. Henley, Williamsburg, Va.

Recorded in Will Book #2, Jas. City Co. page 451.

Filed Dec - 13th 1911

T. H. Geddy
Clerk

James City County and City of Williamsburg Court Records, Chancery Suits, File Box 47.

Excerpt from

LAST WILL AND TESTAMENT OF MARY CORLING McCREA

August 31, 1955 with codicils; Recorded Nov. 2, 1960

...

[Section] 13

(a) It has been and is my hope and ambition, that following my death, my Executors or Trustees, as the case may be, sell "Carter's Grove" to some State or Federal Agency, or to some Association or Foundation or other type of organization, who, appreciating the historical significance of the place and its cultural and educational value as an outstanding example of Virginia Colonial architecture, might adequately provide for the future protection and maintenance and might make available, in greater or less degree, to interested persons the opportunity of seeing and enjoying its unique features...

(b) If my Executors or Trustees, as the case may be, find that such a sale is not feasible, then my Executors or Trustees may retain "Carter's Grove" and continue to hold the same and shall be free to lease, operate or otherwise deal with said "Carter's Grove" in such manner as they may deem advisable... ¹

Illustration- Appendix #2

Excerpts from

DIARY OF ROBERT CARTER 1722-1727

1722	
...	
Aug 29 th	I writ to Coll Page & my daughter Burwell made 9 ½ Cools [?] of Cyd ^{er} & Concludes that work for the Present...
Sepr 13	...in the Evening my Daughter & Children came home...
18	I go to York Jearry 1 gui 2 ½ d 12/6 Cash Went that night to Coll ^o Page in M ^r Wormsleys Chariot & six next day dind with Coll Page
19	went to M ^{rs} Burwell lay at Mrs Burwells post our bills to M ^r Wormeley for 300£ on M ^r Perry to Interest according to the Will of N B.
21	came to M ^r Wormeleys & so home Annie Cosby came home bro ^t things from M ^{rs} Burwell for my daughter Ann
Oct 3	Came M ^r Grimes, M ^r Armistead Coll Page My daught ^r Ann married to M ^r Ben Harrison by M ^r Bell Our Minist ^r
19	fryday Court Sat in the morning adjourned...I paid 3£ 15s to M ^r Chiswell a debt from Majo ^r Burwells Estate w ^{ch} is owing to me I gave away at Coll Pages 10s to M ^r Holloway Coachman 10s to M ^{rs} Burwells Coachman 7.6 to M ^r Berkleys People 7/6 for bringing my things from Seatons ferry to the Gov ^{rs} People 26/6 to the Ordinary tenders 5s to M ^r Staggs People 10s.
Nov ^r 7	Rachel went to my Daughter Burwell...

17	Cha Jones had 5 ¼ ½ Virg ^a Folo Cloth...Peter bro ^t the things & the People for M ^{rs} Burwells Quarter carried a doz long irish stocking & Cask Vinegar
21	My Sloop set out for the falls carrys 3 Negroes to M ^{rs} Burwells Quarter & c ^a
1722/3	
Jan 15	My daughter Burwell came here bro ^t the horse Dragon with her...
Mar 9	My Son & Daughter Burwell came here...
21	My Daughter Burwell & my Son went away...
23	My daughter Harrison went away...
Apr 20	I go from home I got to Town on Monday I p ^d 20s for Carter & Eliz Burwells Entrances w th Staggs I p ^d d ^o 10 s for Geo I p ^d to ditto for his Plays & Balls six p ^d out of his Obligation I p ^d to ffa Thornton 3/& p ^d frm Burwells Es ^t ...
1723	
Sept 10	my sloop w th Thom ^s went for the falls my foot mends dayly swelling yet remains Jeminy from my daugh ^t Burwell came here went away immediately...
Oct 20	I went from home lay at my Daughter Burwells Sunday lay at M ^{rs} Burwells dind at Collo Pages
21	got into the Gen ^l Court at 2 Clock Saturday night lay at M ^{rs} Burwells dined at...M ^{rs} Burwells Wilkinson Shav ^d me gave him a mil ^d half Crown went to Town on Monday...Went from home in the Night
Dec 9	...I got to my Daughter Burwells...
10	was very lame got to Town by 12 Satt in Court till within Night was very cold my foot Numb Eat heartily at M ^{rs} Sullivans...
12	...was coacht to Coll ^o Jennings go back to Town from Town went to New Qu ^{rs} 1 ⁱⁿ M ^r Holloways Char was carried into the boat was carr ^d up to M ^{rs} Burwells in a Chair very lame & in great Pain
20	...Came away from M ^{rs} Burwells ab ^t 12 Clock reacht M ^r Wormley's just after Sun Sett
1724	
Jan 7	My daughter Burwell came here
13	...My Daughter Burwell had a p ^s Cantong Pink Laces for my Girls...A Guinea to my Daughter Burwell
	...Daughter Page her Nrs a Guinea for a Nyeres Gift A Guinea for d ^o to my Daughter Bur ^l ...
Feb 15	Answered my Daughters ½ Sheet L ^{ers} ...
Feb 28	My Son & his wife & my Daughter Burwell came here
Ap ^l 4	I recd the Acco ^t of Daughter Burwells Marriage to Docto ^r Nicholas Coll Pages Lett ^r on good fryday Tells the particulars...
Fryday 17	Ap ^l I went to Coll Pages Saturday I went to M ^{rs} Burwells found no body at home M ^{rs} Nicolas went Capt ⁿ Willis
[April 20]	Monday morn 20 th went to Town & saturday returned to Coll Pages & Monday 27 went to M ^r Burwells M ^{rs} Nicolas did not appear
Thursday	30 th Carter Burwell went to the Colledg I gave M ^r Griffin a guinea for him I gave Gov ^{rs} man Kitt a Guinea 20/s for my Esch Commission 6/s to himself to the Govern ^{rs} Coachman 2/6 to the Lanthorn boys 2/6...I left w th M ^r Hickman for the Gov ^{rs} Serv ^{ts} ½ pisto ^l I gave M ^{rs} Countess 5 Shillings to her maid 4 Shill to the Serv ^{ts} at M ^{rs} Sullivants 15 d to Bocock 7/6 to M ^r Holloway Coachman...
[May 15]	...Brickmaker told me 12 May he had 56 M brick
18	...I bo ^t for M ^r Burwells Estate 6 Negros 4 men 2 wom...
[June]	Monday 7 th Cap ^{tn} Bowman arriv ^d bro ^t me Lett ^{rs} from Stark, an Acco ^t of M ^{rs} Burwell hd of wine sent p the Littlepage coll 11£ 14 S...
[Sep] 18	p ^d Gregory Hinch bricklayer 42 S for the Jobs he did at my house...
Nov ^r 9	I got home gave away at Coll ^o Pages 12/6 Agreed with Docto ^r Nicolas the 7 th his wife signd the writing...
1724/5	
Jan 21	[blur] Nicholas here promised him 100 Cur ^{cy} [illegible] Sterl I promise to deliver it at Date he to pay me 6 d Bushel for Carrying M ^r Burwells Corn gave a Noat on the Mill for his present Supply
[Feb] 2 ^d	...my Brickla ^y er begun the Marble floor yesterday at 9 Clock...
25	my Smith lyes idle for want of iro[n] Bricklayer dos no work this day...
1725	

Apl 6	...
8	...I sent 19 hds Corn to Docto ^r Nicolas
19	I got into Town I paid away the following Sums
	To Jn ^o Blair 0.11.9
	To Doct ^r Blair 3.16.11
	To M ^{rs} Sullivan 3. 1.8
	...
	To my Daughter Page to buy her a horse
	I owed 8 Moyd ^{ls} <u>1</u> 14.-.-
May 19	Coll Page M ^r Grimes Doct ^r Nicolas came here
20	wee Settled Acct ^s W th Doct ^r gave him his Bills took a discharge
21	M ^r Grimes Docto ^r Nicolas went away
22	Charles Coachm ⁿ bro ^t me home 5 Negros from Aust Moore 3 went to M ^{rs} Harrison 4 went with Camp on Acco ^t of M ^r Burwells Estate
June 3 ^d	The Glasier came here tells me these wants for Nomini house 75 foot Diam ^d Glass 37 lead the falls took up 36 foot Glass
1726	
Aug st 8	Came to Seatons in Coll Pages Coach had my horse to Rappa got home at Sun Sett in Mackans Boat very sick at Night Doctor Nicolas came to me at Ghanty Swamp
11	began to take Doctor Nicholas Medicines after 1 st doz very cheery eat heartily of Veal drank wine frooty
22	signed my Will very uneasie
Oct ^r 10	Carry to Town Spanish Gold &c
Nov ^r 9	I got home in the Night
10	I agreed with Tim Stamps to be my Overseer at Rich land & Throlkild to be Overseer at M ^{rs} Burwells Quart ^r
1727	
Jan 28	I go from home carry 2 £ in gold...I came here Majo ^r Eskridges here mett him at my Mill yesterday lay at M ^r Burwells same Night the Calash mett me at Seatons sent to Coll Pages
29	Sunday went to Church dined with Coll Page
30	promised Cap ^{tn} Cobb 20 hds ffreight went to Town in D ^r Nicholas Chariot dined with my Daughter
31	Went to Rippon in D ^r Nicolas Chriot got home at Night din ^d there again
ffby 1	The Council mett late we proroug ^d the Assembly
2	Council Mett finisht the affair of the Tayloe man Set at liberty the Matos the Indian
3	I went to Merch ^{ts} hundred [illegible and torn] Night went to Sullivans had a great... [torn] 18 bottles wine drank
9	Sunday left the Town got to Coll Pages dind lay at Carters Creek I got home at Night Paid & gave away as follows
	M ^{rs} Syllovans Acc ^t 4:3:5
	D ^r Nicholas Coachman 2:6
	M ^r Holloways d ^o 2:6
	C B 1:6
ffebby 11	[Detailed description of Wormeley's funeral; customs etc.]
ffeb 27	I carry to Town with me in my Purse £17.5.- Spa: Gold 5 ½ Guineas & £1:3:- Spanish Silver & in the Portmantua £312 Span Silver I lay at Coll Pages that Night went to Carters next morning
28	I got to Town ab ^t 2 Clock dind w th my daught ^r Nicholas my Son Mr Attorney &c. came to see me at &c
1 st March	a Council Mett ab ^t 2 Clock...
1726/7	
March 2 ^d	...R[obert] came to Town in the Evening
3 ^d	R took the proper Oath signd Bond of Coll Page...

4	[Account of the amounts Carter paid while in Williamsburg.] Got to Coll Pages two of Clock... lay at Carters Creek
5	went to Church dind with Coll P lay at Carters Creek
6	got to the ferry by 2 Clock R joind me got home within Night
[Ap ^r] 14	...I go to town & carry with me £30 Spa: Gold 12 Guineas £10 Spa: Silver
May 25	...Carter B went over the river for the K ^s birthday
June 12	got to Town by 12 Clock dind with D ^r Nicholas...
14	had a Council laid on the Embargo heard...other matters of the Judiary &c.
16	went to Rippon...
17	[Left Williamsburg for Coll Pages.]
[June] 20	...I got to Carters Creek ab ^t 9 Clock stayd... till 3...I got home at Eleven Clock 20th Tuesday was very unwell when I got home...
25	D ^r Nicholas my D ^r came here
July 1	Acco ^t with Doct ^r Nicholas pd 2 Shs Proffitts of 2 Years M ^r Burwells Estate 1722-1723...all the Evening heard abundance Groans from Articles in the Acco ^t w th D ^r Nicholas
14	My Daughter Nicholas would have her fifty pounds I ow her laid out as followeth in an Eard Caudle Cup & Cover to hold 2 q ^{ts} to be sound plain Substantial plate a Coffee pot plain to hold 1 qt. & a Tea pot to hold a pint all the plate to have my Coat of Arms She will write to M ^r Prat ab ^t it I intend to send to M ^r Falkoner for it...Docto ^r Nicholas came here last Night
15	Doctor Nicholas & wife went away...
[Aug.] 6	Sunday came in...D ^r Nicholas
11	I set out for Williamsburg...reach ^d Carters that Night lay there
12	went to Coll Pages staid there that Night
13	went to Church dind at Coll Pages [torn] into Town in Doctor Nich ^s Chariot
14	Signed a great many Probats...dind at Syllovans...
18	...went to Rippon
[15-18]	in court
19	paid of my debts &c. to M ^{rs} Syllov £10:0:0
	...
	To Carter Burwell 2:6
	To George 5:-
	...
Sep ^r 8	I go to Town to meet the Gov ^r ...
9	I got to Town at Night Let the Gov ^r know I was come
10	Waited on him went to Church & dined w th him sat till Sun Sett very civilly entertaind
11	[Celebration of King's birthday.]
13	Came out of Town w th Coll Page M ^r Grimes My Son Robt... ¹

Excerpts from ROBERT CARTER LETTER BOOKS 1723-1724

[Robert Carter to Micajah Perry, London marchant]

M^r Micaja^h Perry W^{ms} burgh. June. 16th 1723

This Serves only to accompany a bill of ladeing for 13 hhds of fine Stemd Tob^o on board Capt Bradley mark^d NCB made at a plancon of which M^r Burwell had y^e Proffitt during his Life & was as reputable a crop as any he shipd to You and sold as well & doubt not will appear to be as good now I have seen some of it myself & deserves as good a Character as any I have seen among his plan. Y^e crop dos not belong to y^e Estate of Major Burwell y^e lands are mine & so are y^e Slaves y^e Proffitts of & everything Else I purchased it to give my Daughter Burwell y^e Proffitts of it dureing her life & afterwards to settle y^e Inheritance upon one of M^r Burwells sons by her by him she consents y^t y^e crop now going home y^e Produce of it should go into y^e bulk of y^e Crops and I consign it to you as her father & her Childrens Guardian I tell you this Storey that you send me a distinct Aco^t of this crop it is under y^e Mark it always has bin & c y^e C in y^e Middle of it put in for y^e Sake of my name...

[Robert Carter to William Dawkins, London]

Rapp^a June y^e 29 1723

By y^e Bailey Captain Adam Graves you have Bill of lading for 19 hhds of M^r Burwells Tob^o consigned in that shipt some of y^e Choicest of y^e Crops

You have herewith an Invoice for some goods Cheifly for Y^e Childrens supply what you have sent hitherto hath bin very well liked & we hope you will still be able to please they are to be sent into York river & delivered at M^{rs} Burwells Either in your own or some other good forward Ships...

[Robert Carter to Thomas Colomore]

Rapp^a June 27 1723

...[blot] hhds of M^r Burwells Tob^o are of his home Crops Your prices surely will keep pace with other prices that we may be Encouraged to continue & Encrease our [illegible] to You...

[Robert Carter to Micajah Perry]

W^{ms} burg. June. 19th 1723

This is only to accompany a bill of lading for ten hhds of Tob^o belonging to M^r Burwells Estate Y^e Micajah & Phillips Cap^t James Bradley it lay out of my way of seeing it but M^r Richeson our Gen^l Overseer...handled crop we are Just at y^e Close of our Assembly we have passed a bill for y^e limiting [?] y^e Quantity of Tobo but whether it will be allowed to be a law to redeem us from our present Calamities Circumstances must be left to Events...

[Robert Carter to Thomas Colomore]

Rappa July 3^d 1723

Sir

I writ to You y^e other day by Cap^t Wills In Whom I sent You 20 hhds of my own Tob^o and 20 hhds of M^r Burwells...

[Robert Carter to William Dawkin]

Rapp^a July 5th 1723

...[he sent tobacco to Dawkins] but a part of them justly belong to the Children, you have had always their business, you have profes't a great deal of friendship for their Interest, it would please us to See the faults of it...

Herewith you have a bill of lading for y^e hhds of the Childrens Tob^o, it's all Stem'd & Straight laid...It's possible to maintain the Children wth tollerable decency out of the fruit of their peoples labour.

We are forc't now to draw a bill upon you for £19.13.- to Col. Carter, it is all for Levys Quitt rents & Sallary to an Overseer besides peicing [?] the Tob: to make it fitt for Shiping w^{ch} amounts to 16£.

We also herein Send you an Invoice for goods for the Children & their familys, it's the Smallest that ever we writt & a very bare one it will be w^{ch} we desire you'l Send in by the Carter or Some other good Ship bound hither...

[Robert Carter to Jn^o Hy [illegible] tt Comp^a]

Rappa Augst 8th 1723

Gebts

I write to You this Lett^r Via Glasgow to advise You that Yesterday, as I am y^e Guardian of M^r Burwells Children I draw a bill of Exch^h upon You for £50 payable to M^r John Bagge & directing You to Charge it to that Estate...

[Robert Carter to M^r Micajah Perry]

Rappa Sep^r 17th 1723

...I want a good Carpenter that is Capable of framing a large building, I also want a Bricklayer & a Barber Surgeon... Your Grandfather always helped me with Tradesmen that I have wanted he sent me a very good Workman of a carpenter...he sent me sev^l good Joyners at £18 pr anno...I shall the next year be in want of a Coachman...If You can Supply me with a Fowardly Young ffellow of a good Character, that Shall have five Years to serve, You will Oblige me A good Smith, A Carpenter A Joiner, A Taylor A Brick maker, A Brick layer are Tradesmen would very well Sute my Occasions...

[Carter to Betty (Burwell, his daughter)]

Cor^t Feb. 5: 12 of Clock 1723/4

Dear Betty

I rec^d Yours this Moment minute and as You desire I shall dive You my advice freely M^r Burwell makes a most extravagant demand for his Slave but if he will not take less I would have You pleas Your fancy & I think it will be very Justifiable in You when tis Every days Experience that more extravagant bargains are made upon much less tempting Occasions and thank God Your circumstances are so very good that it will be less Culpable in You to give Your B^r twenty pounds extravagantly than for him to take it...

[Carter to John Randolph]

April y^e 7th 1723/4

...

M^{rs} Burwells Imprudent Match with Doctor Nicholas is likely may Engage me in some Law Suits upon my own Acco^t as I am Guardian to M^r Burwells Children Also as I am his Acting Executor As you are already my Lawyer I cannot doubt of your Assistance in these Affairs Coll^o Page I Expect hath already writ to Engage you however having this opportunity by Cap^t Eskridge I thought it not amiss to let you know the intire dependence I have upon you...

[Robert Carter to M^r Perry]

Rappa July 26th 1727

In mine of y^e 3^d June I told you of Sev^l drafts I had made on you to Coll Braxton upon my own and M^r Burwells Childn Acct^s for negroes I bought to make up our mortalities and gave you advice thereof By y^e Bristol ship that imported y^e Slaves to witt on my own Acc^t for three hundred pounds upon y^e Acc^t of Maj^r Burwells Estate for four Negroes four score pounds upon y^e Acc^t of y^e Mercht^s hundred Estate for four negroes to be paid out of y^e money due you Acc^t Current in Carter Burwells name four score pounds.

I have Since drawn on you on y^e Estate Acc^t for Two hundred and fifty pounds to D^r Nicholas, Coll Page hath Signd y^e bills also...

[Robert Carter to Micaj^h Parry]

July 8, 1728

You have bin already advised that we wold quickly remit to you some bills of Exchg for y^e Acc^t of M^r Burwells Estate here in are Enclosed the following bills drawn by y^r Exec^s of M^r Wormely to wit upon your Self for £150. On M^r Tucker 123.13.-On M^r Stark of Glasgow £75- and I have another bill on M^r Dawkins which I have promised not to send away till y^e Carter goes for £55.9.6 in y^e whole 433.17.6 You are to observe that £300 of this money is only to be placed to y^e credit of M^r Burwells Acct^t the £102.17.6 is to be placed to y^e J Credit of Eliz^a Burwells ¹Acc^t being y^e Interest due for this Money let out according to y^e will of her father...

Coll Page and I have lately drawn on you for £100 payable to Coll Braxton being for 11 Negrs wee bought to Supply y^e Mortality of that Estate...

[Robert Carter to M^r William Dawkins, London]

Rapp^a Ap^l 16. 1730

...

...likewise 17 hhds a Crop I sent him out of James River markt NCB a choice Crop also was unsold the fee NCB were the produce of a plantation of mine the profits whereof however I design'd for M^r Burwells remains and M^r Falconar Accot^s for them in a particular manner under the denomination of Merchants hundred & The crop that went by Bradby in 1728 the same Crop sold at 9 cleard me above £10 p^r hhd equal to any M^r Burwells tobo and I expect these 11 hhds will yeild at least as much He hath also been a large manager of M^{rs} Burwells affairs and stands considerably in debt to that Estate to be Accounted for to me...

[Robert Carter to Alderman Perry]

Rappahanock Ap^l 16. 1730

...

I writ to you very pressingly for a Taylor for M^r Burwells Estate but there is no Notice taken of that letter to me certainly it could not miscarry we are in great want of such a person for their family [illegible].

[Robert Carter to Alderman Perry & Comp^a]

Rappahannock June 28. 1731

Sirs

This is only to inclose some Bills of Lading to you for the Tobacco I have shipped on Captain Cant (to wit) for twenty one hhds of my own Crops, & for ten hhds of M^r Burwell's; four hhds of y^e NBs are gone in y^e Micajah & Philip; they are my own tobacco & Doctor Nicholas's part of that Crop; eight hhds of y^e same Crop belong to Mr Burwell's Estate & are in y^e same ship; there is thirteen hhds more of y^e Merchant's hundred Crop. in that ship also....I desire to have separate Acct^s According to the Bills of Lading; they are all stemmed Tob^o ...

[Robert Carter to William Dawkins & Comp^a]

Rappahannock June 28. 1731

This Covers Bills of Lading for the Tob^o I consign you by Y^e Burwell Captain Cant, to wit, twenty hhds belonging to M^r Burwell's Estate, twelve hhds of Y^e same Tobacco being of y^e same Crops & allowed to Doctor Nicholas, but now belongs to me & to be accounted for accordingly;...You must take Care to let me have a separate Acco^t according to y^e Bills of Lading...

[Robert Carter to William Camp, overseer Burwell estate]

Corotoman 28 June 1731

I shall pass over at present Doctor Nicholas's Concern. In the Bills of Lading you have taken you rightly followed my Orders...you have done well in sending Bills of Lading away for y^e Lions Creek & Merchant's hundred Tobacco...I suppose you will not omit getting an Invoice from Mrs Nicholas for her Children,...If you can meet with a Good Bargain of Tar besides what you buy for y^e use of Mr Burwell's Estate & Rippon I don't care if you buy for me to be landed at my House 20 or 30 Barrels of Tar & half a Dozen or half a score Barrels of Pitch...

[Robert Carter to ?]

...

I intend to write to William Camp y^e General Overseer of Mr Burwells Affaires...

[Robert Carter to Alderman Perry & Comp^a]

Rappa July 26. 1731

...

I have drawn upon you on Burwells Acct Vizt To M^r Stagg...12.0.0...

[Robert Carter to Alderman Perry & Comp]

Rappahannock July 31. 1731

Sirs

...

I believe I have formerly Advis'd you that the Merchts Hundred Estate the lands the slaves and stocks was a purchase of mine being design'd by me the profit of it for M^r Burwells and his Wife my daughter during their lives and afterwards to go to the Benefit of one of M^r Burwells Sons him that I should think fit to order it to this was a Voluntary Purchase of mine being under no Manner of Obligation to any such thing upon my daughters Marriage There is a ballance due from y^e to this Estate but You have put it Under a Wrong Accounting for it is in the name of My Grandson Carter Burwell who hath no manner of equitable Right to the Profits during the life of his mother I desire you will set this matter to right holding y^r amounts with no other distinction only calling it the Merchts Hundred estate and accounting for it to me...

[Robert Carter to Alderman Perry]

Rappahannock May 12, 1732

[Refers to a letter from Perry concerning selling Mr. Burwell's tobacco crop]...

It seems you are acquainted with my Transactions with D^r Nicholas his share of M^r Burwells Crops is under my finger for there payment of a large sum of money I advanced for him I purpose to have talkt with him at Williamsburgh about your affair but he was call'd out of town prevented by doing of it then in a short time our assembly meets my designs to serve you as far as in my power when I see him if you will have patience and he agrees to it I believe you may be in no danger of Y^r Money in the long run, I am very sorry he hath been so indiffernt to plunge himself at this egregious rate I believe one great means hath been from his being Concern'd in an Iron Works which they say now promises Wonders and that they have already run iron enough to reimburse all their Charges...

[Robert Carter to Alderman Perry & Comp^a]

Rappahannock July 11, 1732

...

Respecting the Merchts Hundred affair I cannot doubt you will own your self in an Error in not allowing the discounts on that tobo If you will pleas to look back into your Account Curr^t of the 25 of March 1728 under the Nominal title of Carter Burwell which I have already told you was a mistake and not According to my direction and which you have since set to rights you will find a ballance there due from you of 41.2.2 in yor acct of sales of 10 hhds in the year 1730 You give the full discounts but now in your account of the 13 hhds...I am in hopes you will take care to have Credit given for the prompt payment to this Estate the profits where of I never intend to apply any part of it to my own benefit but to the Relief of M^{rs} Burwell alias Nicholas and after her decease to rest upon one of M^r Burwells sons Out of the profits making good only the mortalities... [1](#)

Excerpts from **CARTER FAMILY LETTER BOOK 1732-1781** [1](#)

[John Carter to William Dawkins]

Corotoman Sep^t 1th 1733

...[Sent you Bills of Lading for tob^o shipped] 10 hhds NB 1.2. paid me by Doctor Nicholas & Consigned to you on Acco^t of my Fathers Estate, & 5 hhds N.B. 3.4.5.6.7 consigned to you on Acco^t of Maj^r Burwell's Estate, But you must Account to my Father Estate for the third Part of one of these hhds, because otherwise D^r Nicholas would not have his full third Part of the Crop which is Seven hhds, in all twelve hhds Stem'd Tob^o ...

[John Carter to William Dawkins]

Corotoman Sept: 4th 1733

Sirs

My Brother & I Have been frequently together doing Business, & yet have allways forgot to give a Bill of Exch^g to M^r W^m Camp, who has had a Salary of five Pounds of my Father for Several years past. I have now drawn on you for that...& charged to my Father's Estate...

[John Carter to Edward Athawes]

Corotoman Aug. 8, 1734

[William Camp was paid £10 by John Carter as overseer of Rippon Estate—Charge to acc^t to acc^t of Brother George, who is under age.]

[John Carter to Edward Athawes]

Williamsburg Sep^t 2, 1734

I have drawn a Bill of Exch^a on you for twelve pounds ten Shillings payable to M^r William Camp so much being due to him for the fourth part of his Sallary as being overseer to Major Burwells Estate which now becomes a Charge on my Fathers Executors who have had the Benefit of D^r Nicholas's Dower Tobacco mortgaged by him to my Father & my Self....

[John Carter to Edward Athawes]

Williamsburgh Aug 23, 1736

...Have drawn on you to M^r William Camp for ten pounds it being for one Years salary as Overseer of my Brother George Carter's Rippon Estate, which please to pay for Acco^t of my said Brother...

[John Carter to John Hanbury, England]

Rapp^a July 12, 1736

As Executor of Doctor George Nicholas I have this day drawn on you Viz

To Henry Hacker for	£8.15.3
& to W ^m Prentis for	9. 7.8
	£18.3.1

...

[John Carter to Micaj^a Perry Esq.]

W^{ms} burgh Aug 31 1736

Sir

My House in this Town must be Painted next Summer to preserve it from the Weather & I desire the favour of you to send me to this place 100 *lb* of Collouring & 100 *lb* of white Lead according to the Invoice herein Inclosed. I also desire that you send me the Folio Edition of D^r Clarks Casar's Commentaries. Mrs Page desires that you will order two pipes of wine from the Madeira for her House & I hope you will write to the Merchant to let her have the best that the Island Affords. If you send me y^r Acco^t against D^r Nicholas's Estate proved as the Act of Parliament decrees, I will endeavour to pay you the money in some small Time.

[John Carter to Micajah Perry & Company]

Rapp^a July 7, 1737

I received some time in the spring your Account against Doctor Nicholas's Estate sworn to before my Lord Mayor...I enclose a Bill of Exchange on Mr. John Hanbury for the balance due to you, being £88.13.9 which I have good reason to believe will be paid...

[John Carter to John Hanbury]

Williamsburg May 4, 1737

I drew on you the 28th of April to Mr. Henry Whiting for thirty four pounds seven shillings eleven pence Sterl on Acc^t of D^r Nicholas Estate which I desire you to pay According. &am

[John Carter to John Hanbury]

Corotoman; Augst 31 1738

Sir

When I first began the Consignm^t of the small Crop belonging to D^r Nicholas's Estate, I did not Design that it Should be Attended with any Inconvenience;...Mess^{rs} Oswalds, Merch^{ts} of Glasgow have been very Patient in not demanding bill now A Judgment they Obtained a few years ago this little Estate to £251.10 Sterling...I beg the favour of You to pay this Sum to these Gentlemen, & to be Assured that I shall think my self Obligated to repay You the Money in two Years from Christmas Next, in case you are not reimbursed in the Mean time... ¹

[John Carter to Charles Carter]

Corotoman Augst 26th 1738

Sir

...as to the Articles of Stone Work. I leave them to be filled up by your self, having promised from the beginning to pay whatever You should think proper to Charge. the work is very Neatly finished except the Blank Windows which Consisting of many Small p^s of stone make as I think A very indifferent figure.

I propose to come here from the Genr^l Court, And if you think proper to meet me we shall have an Opportunity of Examining these & all other Acco^{ts}. I Cannot say more than I have done to Your Charge Against Page's Estate, You should consider that besides the Steps not being up so well as they Might have been, Several of them are of Portland stone Wrought by Percy, & `tis to no purpose to Ask what my Steps Cost me, which were made Extravagantly dear by the Drunkenness & laziness of Old Taylor. if the Builders Dictionary ¹is at all to the purpose of your Charge to the painter it makes Against You, Since in the cases Supposed the Oyld Coulours are found by the Workmen, and how much so-ever You may Rely on the Authority of this or the other Author in My Opinion Col. Rich^d Randolph's Rooms are as well painted, as any I have seen at M^{rs} Pages ²& much better than some of them, where ones Fingers stick to the paint, which perhaps will be never dry & hard Enough; and he once told me that 4^d p^r Yard was more than any painter Could deserve for plain work, & every Gentleman that has been in London, and has made any inquiry About these Matters must know that the best of journeymen House painters may be hired for £2.6 p^r day. after all, I shall never be ashamed to see Correct any Errors I May fall into, I shall be willing to Submit this Acco^t Against M^r Page's Estate to the Determination of Col^o Grymes, or any Gentleman who You can Depend Upon.

Excerpts from the Jones Papers ¹

[Richard King's Estate in Acct. with Dr. George Nicholas]

1726	Thomas Jones Ext ^r of Rich ^d King Dec ^d	D ^r
Mar 15	To Visiting and attending his Wife	[torn]
	To Cash paid him	[torn]

1727		
Sept ^r 4	To Visiting her in her last Sickness	[torn]
	To Cash paid him	£5.3
Nov ^r 19	To Visiting and Attending him	4.6
	To Medicines	3.3
	...	
	To 6 days work 3 Men to help him raise the Frame @ 1/3	1.2.6
		£19.12.2
		C ^r
1727	By Removing the Still house	1.15.-
	By Work at the Store house himself & men	3.-.-
	By Work at the Still hous	.8.-
	By 39 Foot of Plank for the Still house_	.2.8
	By Hanging 2 sconses setting up 2 Bedsteads Hanging one window shutter Mending one Bread Tray_	.17.6
	By Cutting a Joice and putting in a Timer in the Still house	. 5.-
	By Cutting away the Chimney going to Peppers for stuff and making a new Axle Tree	. 5. -
	By going to M ^r Tenisons & Col ^o Ludwells for a Saw	. 5.
	By Work in part of our agreem ^t for altering my house Valued by M ^r Henry Power and M ^r John Tyler with the Consent of M ^r Jones_	13.-.-
	By 48 Foot of small scantling	.4. -
		£19.12.2

Errors Excepted Septemb^r 21, 1728

[Endorsed D^r Nicholas to which Est to have Credit]

Illustration Appendix #3

Excerpts from Abingdon Parish Records Virginia Historical Society (M-82-14 CWI)

Page	
3	Nath ^l the Son of Major Lewis & Abigail Burwell bap October 1680
5	Lewis the Son of Major Lewis & Abigail Burwell born October 9, 1682 and baptized Nov y ^e 8 th
7	Martha dau of Major Lewis & Abigail Burwell bap Nov 1685
9	Bacon son of Maj Lewis & Abigail Burwell was born Feb 22, 1686 & baptized March 10
10	Jane dau of Maj Lewis & Abigail Burwell baptized Nov ^r 16 th 1688
12	James son of Maj Lewis Burwell & Abigail his wife born Feby 4, 1689 & bap March y ^e 2 nd

Births & Christenings in the Year 1716

34	Carter the son of Nath ^l Burwell Esq & Eliz his wife born 8ber 25 th baptized Nov. 4 th
36	Elizabeth the daughter of Nath ^{el} Burwell Esq was baptized March ye — 1718
39	Robert the son of Major Nath ^{el} Burwell & Eliz his wife was born June 3, & bap the 29 day same month 1720
62	M ^r W ^m Nelson of York Town & Miss Eliz. Burwell were married Feb 2 1737/38

Children born

to

Carter and Lucy Grymes Burwell

Carter and Lucy Burwell were married at Brandon Jan 16, 1738.

Lucy their daughter was born at Brandon on Thursday the 3 day of November 1740 at 23 minutes past 2 o'clock in the morning

Elizabeth their daughter was born at Merchants Hundred on Sunday the 4th day of March 1742 at 12 o'clock in the day

Judith their daughter was born at Brandon on Sunday the 22 day of April 1744 at 3 o'clock in the Morning

Alice their daughter was born at Brandon on Saturday the 15 day of May 1745 at 5 o'clock in the Morning

Sarah their daughter was born at Williamsburg on Sunday December the 11th 1746 at half an Hour past eleven o'clock at night

Mary their daughter was born at Merchants Hundred on Thursday the 17th of April 1749 at 8 o'clock at night

Nathaniel their Son was born at Merchants Hundred on Easter Sunday being the 26th day of April 1750 at 7 o'clock at night.

Carter their Son was born at Merchants Hundred on Friday the 25th day of January 1754 at 8 o'clock at night

Lewis their Son was born at Merchants Hundred the 5th day of June 1755 and died the day following. ¹

BURWELL.

Entries from Family Bible in the Possession of Mr. George H. Burwell, Clarke Co.

- 1 Lucy Burwell was born at Brandon Oct. 3, 1740 at 2 o'clock in the morning.
- 2 Elizabeth Burwell was born at Carter's Grove 21st February at 12 o'clock in the day 1742.
- 3 Judith Burwell was born at Brandon ye 11th of April at 3 o'clock at noon 1744.
- 4 Alice Burwell was born at Brandon 4th of May 1745.
- 5 Sarah Burwell was born at Williamsburg Sunday 30th of November 1746.
- 6 Mary Burwell was born at Carter's Grove Thursday 6th of April 1749.
- 1 Nathaniel Burwell was born at Carter's Grove April 15th 1750, being Easter Sunday.
- 2 Carter Burwell was born at Carter's Grove January 25th 1754.
- 3 Lewis Burwell was born at Carter's Grove 5th June 1755.

The above are the names of the children of Carter Burwell and Lucy Grymes, who were married at Brandon 16th January 1738.

Nathaniel Burwell and Susanna Grymes were married at Brandon 28th November 1772.

- 1 Carter their son was born at Carter's Grove 16th Oct. 1773 and departed this life at Carter's Grove Feb. 9th 1819.
- 2 Philip, their son, was born at Williamsburg 15th January 1776. Died Feb. 11, 1849, aged 73.
- 3 Lucy, their daughter, was born at Carter's Grove Nov. 20th 1777 and departed this life at Carter Hall 22nd March 1810.
- 4 Nathaniel, their son, was born at Carter's Grove 16th Feb. 1779. Died Nov. 1st 1849, aged 70 yrs.
- 5 Lewis, their son, was born at Carter's Grove 4th January 1781, and died 28th September 1782.
- 6 William, their son, was born at Carter's Grove 14th July 1782, and died 2nd Oct. 1782.
- 7 Lewis, their son, was born at Carter's Grove 26th Sept. 1783 and died at Prospect Hill Feb. 24th 1826, aged 43 yrs.
- 8 Robert, their son, was born at Carter's Grove 24th July 1785, and died at New Market of melariah 22nd Aug. 1813—28.

Susanna Burwell died at Carter's Grove 24th July 1788 in the 37th yr of her age.

Nathaniel Burwell and Lucy Baylor, relict of George Baylor, 2nd daughter of Mann Page, late of Mannsfield were married at Mannsfield 24th of January 1789.

- 1 Tayloe Page, their son, was born at Carter's Grove 24th November 1789 and departed this life at Carter Hall on Wednesday the 23rd 1811 at 5 minutes past 4 in the morning.
- 2 William Nelson, their son, was born at Carter's Grove 23rd April 1791, died at Glen Owen the summer of 1822.
- 3 Susanna Grymes, their daughter was born at Millwood 16th Oct. 1792, and died 19th Oct. 1793.
- 4 Mann Page, their son, was born at Millwood 19th December 1793 and died 5th Aug. 1794.
- 5 Elizabeth Gwyn, was born at Carter's Grove 26th June 1795.
- 6 Mary, their daughter, was born at Millwood 18th January 1798.
- 7 George Harrison, their son, was born at Millwood 6th Oct. 1799, died Oct. 5, 1873, at Carter Hall.
- 8 Thomas Hugh Nelson, their son, was born at Carter Hall 29th January 1805, died 1841.

The above named Nathaniel Burwell departed this life at Carter Hall on 29th March 1814, about 10 o'clock in the morning, all the family being present.

Philip Burwell died at Chapel Hill February 11th 1849, about 11 o'clock in the morning, buried at Old Chapel.

Nathaniel Burwell died at Saratoga November 1st 1849 at half past one in the morning, buried at Old Chapel.

Thomas H. Burwell died at Old Point Comfort on his way up the country 1840 in the 37th yr of his age, buried in Williamsburg.

Elizabeth Gwyn Hay died at Millwood, Clarke Co., on 13th day of April 1855, buried at Old Chapel.

George H. Burwell died at Carter Hall on a beautiful bright Sabbath day at half past two P.M. Oct. 5th 1873, all but one of his family present.

Mary B. Whiting died at Clay Hill Dec. 15th 1880 aged 82—10 mos & 27 days, the last of her family and this record fills up the page commenced to be written on one hundred yrs ago. ¹

Illustration—Appendix #4

Will of

Carter Burwell (1716-1756)

of

"Carter's Grove"

James City County

In the name of God Amen, I carter Burwell of the County of James City being of perfect sence and memory for which I praise that adorable Being who is pleased to bestow these Blessings on me, his unworthy creature, taking into consideration not only the shortness but uncertainty of life, do make this my Last Will & Testament, in manner & form following that is to say, My Will & desire is that My Body may be decently buried without Pomp or much ceremony in hopes, that through the stupendous and amazing instance of divine love to Mankind, namely the redemption of the World by our Lord & Saviour Jesus Christ my sins together with those of all true penitents will be blotted out, & as touching the Worldly estate wherewith it hath pleased God to bless me I give & dispose of the same in Manner following. Imprimis, I give & bequeath to my dear Son Carter under the restrictions hereafter mentioned, My plantation called Neck of Land, lying in James City County, which I purchased of Mann Page Esqr. & also the Negroes I purchased of the said Mann Page & their increase, I give the said Land and Negroes to my said son Carter, for & during his Life & after his decease to his Son born in Wedlock, if he shall have one, & to his heirs forever, but in case my said Son Carter should die having no son as aforesaid, then my Will is that the said plantation & Negroes shall be sold for the most that can be got for the same, & out of the Money arising by such Sale there be paid to the Daughter of My said Son, if he shall have but one the sum of eight hundred pounds but if he shall have more than one daughter the sum of 500 pounds to each of them, & the overplus be equally divided between my own Daughters or the legal representatives of them: & if it should please God, that my son Nathaniel should die before he attains the age of 21, leaving no issue, & my said son Carter, shall inherit or come to the possession of the Lands & Negroes of my said son Nathaniel, in that case My Will likewise is that the said land or plantation & Negroes, given to my said son Carter, shall be sold as aforesaid, & the Money arising therefrom be equally divided among My Daughters or their legal representatives. Item I give to my said son Carter all the Stocks of Cattle, Sheep, & Hogs, upon the said plantation.

Item, my Will & desire is, that my lands on Bull Run & on Shenandoah be sold, as soon as My Eldest Daughter shall come of Age or either of my daughters shall marry which shall first happen, & the Money arising from such Sale, be equally divided among My Daughters, to be paid them, when they come of Age or are married, & if either of them should die before that time their part to be equally divided among the survivors., Item, all the rest of my lands I give to My Dear Son Nathaniel & his heirs forever, upon condition that when he comes of age he will use his best endeavours to dock the Entail of the 2000 acres of land on Bull Run, settled by Act of Assembly in lieu of the land whereon I now live & convey the same to His Brother Carter, upon the same condition & under the same limitations as the plantation called Neck of Land is hereby given to him. Item I give all my horses to be equally divided between my two sons. Item I give and bequeath to my said Son Nathaniel all the rest and residue of My Negroes, Stocks of Cattle, Sheep, Hogs, & other estate whatsoever. Item my Will & desire is, that my whole estate, except the lands on Bull Run & on Shenandoah, be kept together till my son Nathaniel attains the Age of 21 years, & the profits arising therefrom be applied for the payment of My debts & the maintenance of my dear Wife & Children, & the overplus, if any, to be equally divided among my daughters. Item, my Will is, that my Executors dispose of any of my horses, stocks of Cattle, Sheep & Hogs, for the payment of My debts, if they think proper. Item my will is that there be constantly kept five poor children at School, in the upper part of York Hampton Parish, if there be any School, or in the lower part thereof, if none above, at the expense of my estate till my son Nathaniel comes of Age. Item, I give & bequeath to each of my Executors a Ring, & also to my good friends Col ^o. John Tayloe, & Col ^o Ludwell, as a small token of the regard I bear them.

Lastly, I constitute & appoint my Honourable friends & relations my Brothers, Lewis Burwell, Wm Nelson, Philip Grymes, & Robert Burwell, & my good & honbl friend Tho^s Nelson Esq^r & my friends John Robinson, Lewis Burwell, & Mann Page Esq^r Executors of this My last Will & Testament, hereby revoking all former Wills by me made, & I do appoint my Executors, Guardians to my Children, whom I desire may be maintained in a decent but not expensive manner. In witness whereof I have hereunto set My Hand & affixed My Seal this 6th day of May, 1756.

Carter Burwell

Witnesses.

Catesby Cocke

Richard Baylis

Richard Munday

Whereas by My last Will & Testament bearing date the 6th of this Instant. I have desired that my lands on Bull Run & on Shenandoah may be sold as soon as My eldest Daughter shall come of Age, or either of My Daughters shall marry, which shall first happen, & the Money arising from such Sale shall be equally divided amongst my Daughters, to be paid them, when the come of Age, or are married, & if either of them shall die before that time their part to be equally divided amongst the survivors, for the better explaining of which clause of my said Will, I do by this Codicil declare it to be my intention & desire, that if the profits arising from my whole estate should be sufficient to discharge My just debts & a portion of 500 pounds to each of my daughters by the time my eldest Son shall come of Age, the said Lands shall not be sold & in that case I devise my lands on the Shenandoah to My Son Nathaniel & my lands on Bull Run to My Son Carter, under the same restrictions & limitations, as the Lands in my said Will are devised to them respectively, but in case the profits arising from My Estate, by the time before mentioned, shall not be sufficient to pay My debts & the full portion of the 500 pounds to each of My Daughters, then it is my Will & desire that whatever deficiency may happen shall be supplied & made up by sale of a just proportion of each of my aforesaid Tracts of Land, respect being had to the quality thereof. If my Wife should die before my son Nathaniel comes of Age, I desire that my house hold furniture & such of My other personal estate as my Executors think perishable, may be sold, I do constitute & appoint my Brother Robert C. Nicholas one of My Executors & Guardian of My Children.

Given under My hand & Seal this 14th day of May 1756.

Carter Burwell

Witnesses.

James Carter

Richard Munday

Proved in the General Court the 26th Oct^r 1756.

(A manuscript copy of the above will was brought to Clarke Co. by Col. Nathaniel Burwell (1750-1814) of "Carter Hall", a son of Carter Burwell. This manuscript copy is now owned by George H. Burwell III of "Mt. Airy", Millwood, Clarke Co., Virginia).

Copied from the original in the possession of the The Virginia Historical Society.

Thomas Jefferson's legal opinion on the will of Carter Burwell:

"On reading the will of Carter Burwell esq. decd. these observations will, I think, occur to every one. That the testator had under his contemplation a part only of those events which might possibly happen in his family; and that in providing even for these events he has been so frugal of words, has used references so general and terms so indefinite and of so little kindred to their context, as to leave great uncertainty what were his ideas at the time he used them. This may in some measure account for the difference of opinion which has arisen among the counsel to whom this will has been submitted, and, I hope, will serve as my apology should any of the following opinions be contrary to what may have been delivered by more respectable authorities.

- 1 I am of opinion that the daughters are entitled to have the Neck of land and the negroes bequeathed with it sold (save only so much as shall be equal to 800 pounds in value) and the proceeds divided equally among them.
- 2 That the 2,000 acres of entailed lands on Bull Run must likewise be sold (except so much of them also as shall be worth 800 pounds) and the money divided among the daughters.
- 3 That the fee simple lands at Bullrun (except 800 pounds worth) must be sold and the money divided among the daughters.
- 4 That an account should be made up of the profits of the Estate and the maintenance of the family till Mr. N. Burwell came of age, and that, the latter being deducted from the former the balance belongs to the daughters, if that balance should not be sufficient to make then 500 pounds each, the deficiency should be apportioned between the lands at Shenandoah and the fee simple lands at Bullrun, and so much of the Shenandoah lands should be sold as will raise their proportion of the deficiency.

"The three several sums of 800 pounds each, aforementioned, were to be raised out of the respective tracts of land, on which they were charged, as a portion for a daughter of young Carter Burwell, if he had one, but as he never had one, I consider them as sinking into the inheritance for the benefit of Mr. N. Burwell, the heir at law, and that he has a right to retain them in their present form, I.e., of lands, and of course to stop the sale of so much in each tract of land.

"I have before (for the sake of clear expression) said that the daughters of the testator were entitled to the several subjects there stated. I mean not, however, by this to exclude the representatives of such of them as had died, for 1. it was not a joint devise and therefore not subject to the right of survivorship. 2. As to Mr. Fontaine, the contingency on which the legacy was to come into possession happened before her death and of course she had a right to devise it. 3. As to Mr. Griffen, the cases of Pimbury v. Elkin, 1 P. Wms. 563 and King v. Withers Ca. temp. Talb. 117. have decided that a possibility, or interest, is transmissible to representatives and shall not lapse but by a failure of the contingency on which it is to come into possession. 4. By the express words of the will the legacies were to go "to the representatives of the daughters" i.e. of such of them as should die; and of course they were not to lapse by the death of any of them: to whom then are the legacies of the deceased daughters transmitted, or to use the language of the will, who are their representatives? I answer, the husbands by our act of Assembly are entitled to take our administration, and when they get possession as administrators, the act of distribution does not extend to their particular case, that is, it does not compel a distribution in the case of a wife dying entitled to personal estate, and consequently the administrator may convert it to his use, as was the case before the act of distribution.

"So that upon the whole, I am of the opinion, that Mr. N. Burwell is entitled to 2,400 pounds worth of the lands to be sold; and that the proceeds of the residue of the sd. land together with the surplus of the profits of the estate as before stated are to be equally divided among the surviving daughters and the husbands of those dead.

"Williamsburg, Nov. 21, 1777

"Th: Jefferson"

Berkeley Papers

University of Virginia Archives (M-L2-3, *[illegible]*)

Copied from George H. Burwell's *Sketch of Carter Burwell* (1961)

pp. 65-68.

Illustration Appendix #5

Excerpts from ACCOUNT BOOK OF CARTER BURWELL 1738-1755 ¹

JOHN WHEATLEY ²

1751		D ^r
June 14	To my Note on M ^r Prentis	£50. -. -
Nov ^r 4	To Cash in Williamsburg	50. -. -
	To paid by your Order to Thomas Wade	7. -. -
	To paid Hollywood	2. -. -
	To paid you for Work done in your Shop	21. -. -
1752	To paid your Order to Jenkins Watkins	13.14. 8
Nov ^r 13	To paid you by a Note on M ^r Prentis (£27.5.4)	
	the Ballance of the third payment)	
	agreed on)	27. 5. 4
	To 31 Days Work of Sancho [UNK] 1/6 p ^r Day	2. 6. 6
	To Sundry Goods from England St ^r 10.10.7	
	65 p ^r C ^t on D ^o	6.16.6
	17.7.1	17. 7. 1
1753		
Ap ^r 21	To paid y ^r Order to Edward Hansford ³	12.15. 5
June 4	To paid Sumpter ⁴ for turning Y ^e Bannisters	3. 8. -
July 30	To Cash borrowed of M ^r R O Nicholas 37.4.7)	

	being the Ballance of other fifty)	
	Pounds fourth payment)	37. 4. 7
	To Cash at the same time	10. -. -
	[No Contra]	

DAVID MINETREE

1749	CASH PAID AWAY	
	...	
	To David Minetree for burning my Brick	£4.6.8
	...	
1751		D ^r
Nov ^r	To Cash paid your Son	£ 8.13.12
	To paid Y ^r Order to M ^r Holt	12.19.1
	To paid William Vanner ¹	9. 4.6
	To paid Y ^r Order to M ^r Hornsby	30. -.-
	To paid Thomas Wharton ²	3. 8.-
	To paid your Order to William Wynn ³	12.10.-
	To paid M ^r Sandefur ⁴ for the Hire of his Men	12. -.-
	To paid M ^r Skelton ⁵ for the Hire of his Men	0. 0.0
	To paid William Wynn	3. -.-
1752	To Cash paid M ^r Hornsby for M ^r Minitree	£22. 7.2 ½ ¹
1754 Jan ^y 26	To paid you by an Order on M ^r Prentis	20. -.-
	To paid William Vanner	3.13.10 ½
	To paid two Bricklayers from Gloster	6. -. -
	To paid Y ^r Order to W ^m Wynn	6. -. -
Sep ^r 2	To my Note on M ^r Prentis	18. -. -
Oct ^r 26	To my Note on D ^o in favour of M ^r Travis	10. -. -
	Contra	
	By Cash left in my Hands by Edw ^d Hansford ²	£ 8.12.-
	By Burning two Brick Kilns	4. -.-
	By Glaizing 540 Squares @ 2 ½ d.	5.12.6
	By building me a brick House according to Agreement	115. -. -
	By a Present	25. -. -

RICHARD BAYLIS

1752		D ^r
	To Cash paid to Captain Matthew Johnson ¹ for the Passage of your self and Family	£23.13.9
1753	To my Note on M ^r Prentis	2. -. -
May 11	...	
June 6	To my Note on M ^r Prentis	1.10. -
August 25	To my Note on M ^r Prentis	3. -. -
Dec ^r 8	To my Note on M ^r Prentis	6. -. -
	To one Days work @ 3/	. 3.
	...	
		£36. 6. 9
	Balance due to Col ^o Burwell	33. 8.11
		£ 2.17.10

	CONTRA	C ^r
	By my Assumsit of Wheatleys ² / _{Account}	14.12.7
	By Ambrose Burfoots order on me	1.11.4
Sept ^r 15	By 29 Days work @ 3/	4. 7.-
Oct ^r 6	By 17 Days work @ 3/	2.11.-
20	By 8 Days work @ 3/	1. 4.-
27	By 4 Days work @ 3/	.12.-
Nov ^r 17	By 23 Days work @ 3/ _	3. 9.-
24	By 6 Days work @ 3/	.18.-
Dec ^r 1	By 6 Days work @ 3/	.18.-
8	By 6 Days work @ 3/	.18.-
15	By 5 Days work @ 3/	.15.-
22	By 6 Days work @ 3/	.18.-
Jany 5	By 5 Days work @ 3/	.15.-
		£33. 8.11
1754	To the Ballance of your Account	£ 2.17.10
April 11	To my Note on M ^r Prentis	8. 2.8
	To sundry Tools from York	2.16.7 ½

July 8	To paid Edward Boswell for Tools	16.11.-
	To my Note on M ^r Prentis August 25, 1753	4. -. -
	To a Note on M ^r Prentis	13. -.-
	Carried forward	£44. 8. 1 ½
	CONTRA	C ^r
1754		
Jany 12	By 6 Days work @ 3/	.18. -
19	By 6 Days work @ 3/	.18. -
26	By 5 Days work @ 3/	.15. -
Febr ^y 2	By 6 Days work @ 3/	.18. -
9	By 6 Days work @ 3/	.18. -
16	By 3 Days work @ 3/	. 9. -
23	By 6 Days work @ 3/	.18. -
March 2	By 6 Days work @ 3/	.18. -
9	By 5 ½ Days work @ 3/	.16. 6
16	By 6 Days work @ 3/	.18. -
23	By 6 Days work @ 3/	.18. -
30	By 6 Days work @ 3/	.18. -
April 6	By 6 Days work @ 3/	.18. -
13	By 5 Days work @ 3/	.15. -
20	By 4 Days work @ 3/	.12. -
27	By 5 Days work @ 3/	.15. -
May 4	By 5 ½ Days work @ 3/	.16. 6
11	By 5 Days work @ 3/	.15. -
18	By 6 Days work @ 3/	.18. -
25	By 5 Days work @ 3/	.15
June 1	By not work	
8	By 4 Days work @ 3/	.12. -

15	By 2 Days work @ 3/	. 6. -
22	By 6 Days work @ 3/	.18. -
29	By 6 Days work @ 3/	.18. -
July 6	By 6 Days work @ 3/	.18. -
13	By 6 Days work @ 3/	.18. -
20	By 6 Days work @ 3/	.18. -
27	By 6 Days work @ 3/	.18. -
Aug 3	By 6 Days work @ 3/	.18. -
10	By 6 Days work @ 3/	.18. -
17	By 6 Days work @ 3/	.18. -
24	By 6 Days work @ 3/	.18. -
31	By 6 Days work @ 3/	.18. -
	Carried Forward	£27. 2. -
1754		D ^r
Dec ^r 24	To my Note on M ^r Prentis £	6. -. -
	To Cash at different Times bro ^t forward	44. 8. 1 ¼
	Car ^d forward	£50. 8. 1 ¼
	CONTRA	C ^r
1754	By Credit brought forward £27.	2. -
Sept ^r 7	By 6 Days work @ 3/	.18. -
14	By 6 Days work @ 3/	.18. -
21	By 5 Days work @ 3/	.15. -
28	By 6 Days work @ 3/	.18. -
Oct ^r 5	By 4 Days work @ 3/	.12. -
12	By 6 Days work @ 3/	.18. -
19	By 6 Days work @ 3/	.18. -
26	By 3 Days work @ 3/	. 9. -
Nov ^r 2	no time	
9	By 3 Days work @ 3/	. 9. -
16	By 6 Days work @ 3/	.18. -
23	By 5 Days work @ 3/	.15. -
30	By 6 Days work @ 3/	.18. -
Dec ^r 7	By 6 Days work @ 3/	.18. -
14	By 6 Days work @ 3/	.18. -
21	By 6 Days work @ 3/	.18. -
28	By 1 Days work @ 3/	. 3. -
[1755]		
Jan 4	By 6 Days work @ 3/	.18. -
11	By 5 Days work @ 3/	.15. -
18	By 6 Days work @ 3/	.18. -
25	By 6 Days work @ 3/	.18. -
Feb 1	By 6 Days work @ 3/	.18. -
8	By 5 Days work @ 3/	.15. -
15	By 6 Days work @ 3/	.18. -
22	By 6 Days work @ 3/	.18. -

Mar 1	By 5 Days work @ 3/	.15. -
8	By 4 Days work @ 3/	.12. -
15	no time	
22	By 4 Days work @ 3/	.12. -
24	By 5 Days work @ 3/	.15. -
	Carryed forward	£48.19. -
1756		D ^r
Jan 5	To my Note on M ^r Prentis	£ 8. -. -
	To sundry Payments bro ^t forward	50. 8. 1 ¼
[1755]	CONTRA	C ^r
	C ^r brought forward	48.19. -
Ap ^r 5	By 4 Days work @ 3/	.12. -
12	By 6 Days work @ 3/	.18. -
19	By 6 Days work @ 3/	.18. -
26	By 6 Days work @ 3/	.18. -
May 3	By 6 Days work @ 3/	.18. -
10	By no time	
17	By no time	
Aug 9	By work done to this time according to M ^r Baylis's particular account	4.10. -
Sept ^r 24	By D ^o according to D ^o	3. -. -
Nov ^r 1	By D ^o according to D ^o	4.10. -
		£64.13. -

RICHARD MUNDAY ¹

1753		D ^r
October		
27	To my Note on M ^r Prentis	£ 3. -. -
Decem 3	To my Note on D ^o _	4. -. -
[1754]		
Jan ^y 17	To paid by Y ^r order to M ^r Mentree	5. 7. 6
	To my Note on M ^r Prentis	3. 12. 6
		£16. -. -
	To my Note on M ^r Nelson	9. -. -
	To work upon his Room before his	
	undertaking it	0.13. 6

1753	C ^R	C ^r
Sept ^r 15	By 30 ½ Days work @ 2/6	£ 3.16. 3
Oct ^r 6	By 12 ½ Days work @ 2/6	1.10. 3
27	By 14 ½ Days work	1.16. 3
No ^v 17	By 18 Days work @ 2/6	2. 5.-
24	By 6 Days work @ 2/6	.15. -
Dec ^r 1	By 5 Days work @ 2/6	.12. 6
8	By 6 Days work @ 2/6	.15. -
15	By 6 Days work @ 2/6	.15. -
22	By 6 Days work @ 2/6	.15. -
[1754]		

Jan ^y 5	By 4 ½ Days work @ 2/6	.11. 3
12	By 6 Days work @ 2/6	.15. -
19	By 6 Days work @ 2/6	.15. -
26	By 5 Days work @ 2/6	.12. 6
30	By 2 Days work @ 2/6	. 5. -
		£16. 0. 0
Feb 2	By 1 Days work @ 2/6	2. 6
April 6	By 2 ½ Days work @ 3/	7. 6
13	By 5 Days work @ 3/	15. -
20	By 4 ½ Days work @ 3/	12. -
27	By 4 ½ Days work @ 3/	13. 6
May 4	By 6 Days work @ 3/	18. -
11	By 6 Days work @ 3/	18. -
18	By 6 Days work @ 3/	18. -
25	By 3 Days work @ 3/	9. -
June 4	By 6 Days work @ 3/	18. -
8	By 4 Days work @ 3/	12. -
15	By 2 Days work @ 3/	6. -
22	By 6 Days work @ 3/	18. -
29	By 5 Days work @ 3/	15. -
July 6	By 4 Days work @ 3/	12. -
	Ball carried forward	£ 9.14. 6
1754		D ^r
	MUNDAY & HANSFORD	
	To work of M ^r Baylis 3 Days @ 3/	£ -. 9. -
	To D ^o of Hansford 3 Days @ 3/	. 9. -
	To D ^o of Chreighton 3 Days @ 1/6	4. 6
	To D ^o of M ^r Baylis for laying off the work	4. 6
		1. 7. -
	[no contra]	
1754	RICHARD MUNDAY	D ^r
July 20	To my Note on M ^r Prentis	£11. 7. 3
Oct. 25	To my D ^o	5. -. -
Dec ^r 10	To my Note on M ^r Prentis	2. -. -
1755		
Feb 20	Ditto	8.15. -
1756	To Cash	
	To my Note on M ^r Prentis	15.15. 7 ½
June	To 3 Barrels of Corn @ 8/4	1. 5. -
	Carried Forward	£ 35.15. 7
		C ^r
[July]	By Ballance brought forward	-. 1. 6
	By wainscoting one half a Room	8.15. 9
	By a Present	1. -. -
July 13	By 6 Days work @ 3/	.18. -
20	By 4 Days work @ 3/	.12. -

		£11. 7. 3
	By Cash left in my hands by Creighton	1. 6.16
27	By 3 Days work @ 3/	9. -
Aug 3	By 5 Days work @ 3/	15. -
10	By 6 Days work @ 3/	18. -
17	By 3 Days work @ 3/	9. -
24	By no work	
31	By 3 Days work @ 3/	9. -
Sept 7	By 6 Days work @ 3/	18. -
14	By 6 Days work @ 3/	18. -
21	By 6 Days work @ 3/	18. -
28	By 5 Days work @ 3/	15. -
Oct 5	By 6 Days work @ 3/	18. -
12	By 6 Days work @ 3/	18. -
19	By 6 Days work @ 3/	18. -
26	By 3 Days work @ 3/	9. -
Nov ^r 2	By 5 Days work @ 3/	15. -
9	By 6 Days work @ 3/	18. -
16	By 6 Days work @ 3/	18. -
23	By 5 Days work @ 3/	15. -
30	By 5 Days work @ 3/	15. -
Dec ^r 7	By 6 Days work @ 3/	.18. -
14	By 4 Days work @ 3/	.12. -
21	By 5 Days work @ 3/	.15. -
28	By 2 Days work @ 3/	6. -
		£17.10. -

1755	RICHARD MUNDAY	D ^r
	Brought forward	£35.15. 7
	To my Note on M ^r Prentis	16.19. 5
		£52.15. -

Received the above Ballance in full of all demands to this time - Rich^d Munday

	CONTRA	C ^r
1755	Brought forward	£17.10. -
Jan 4	By 5 Days work @ 3/	15. -
11	By 6 Days work @ 3/	18. -
18	By 6 Days work @ 3/	18. -
25	By 6 Days work @ 3/	18. -
Feb 1	By 6 Days work @ 3/	18. -
8	By 5 Days work @ 3/	15. -
15	By 6 Days work @ 3/	18. -
22	By 5 Days work @ 3/	15. -
Mar 1	By 5 Days work @ 3/	15. -
8	By 4 Days work @ 3/	12. -
15	By 6 Days work @ 3/	18. -
22	By 4 Days work @ 3/	12. -

29	By 5 Days work @ 3/	15. -
Apr ^r 5	By 4 Days work @ 3/	12. -
12	By 6 Days work @ 3/	18. -
19	By 6 Days work @ 3/	18. -
26	By 1 Days work @ 3/	3. -
May 3	By 5 Days work @ 3/	15. -
10	By 6 Days work @ 3/	18. -
17	By 4 Days work @ 3/	12. -
Aug 9	By work done to this time according to Mr. Baylis's particular account	- 9. 3
Sept ^r 24	By D ^o to D ^o	4.16. -
		£46.12. -
[1755]		
Nov ^r 1	By work done to this time according to M ^r Baylis's particular account	1.16. _
Dec ^r 17	By D ^o according to D ^o	4.7. _
		£52.15. -

Excerpts from
BURWELL LEDGER 1764-1776 (98 pages) [1](#)
[Carter Burwell's Estate]

Mr RICHARD MUNDAY

		D ^r
1763		
Dec. 26	To 1 Years Rent _	£ 3. _ _
1764		
Dec 25	To 1 Years Rent	3. _ _
1765		
Sept	To 2 Bush ^s Wheat	10. _
1766		
Jan 2	To 1 Years Rent _	3. _ _
1767		
Jan 8	To 1 Years Rent	3. _ _
		£12.10. _
	CONTRA	
1764	By Cash	£ 5. _ _
Apr 30		
Aug 26	By Altering the Doors of Dwellg house	. 3. _
1767		
1 Mary 12	By a heifer	1. 7. _
	By Cash	. 4. _
	By William Lane, Bond	3. 1. _
	By Joseph Wade, Bond _	2. _ _
	By allowance for repairs	.15. _
		£12.10. _
1768	MRS SARAH MUNDAY	D ^r
Jan 1	To 1 years rent	£ 3. _ _

1769 Jan 1	To 1 Years rent	3. __
1770 Jan 1	To 1 Years rent to Jn ^o Miles	3. __

Excerpts from
CARTER BURWELL ACCOUNT BOOK 1738-1755 1

EDWARD HANSFORD

1753		D ^r
Sept ^r 15	To my Note on M ^r Prentis	£14.16. 4
1754		
Feb ^y 16	To my Note on M ^r Prentis	16. 3. -
July 10	To my Note on M ^r Prentis	10. 1. 9
	To paid your Order to David Minetree	8.12. -
		£18.13. 9

Received the above payments in full Edward Hansford

	CONTRA	C ^r
1753	By Work amounting to	£ 9. 9.10
Sept ^r 15	By 35 ½ Days work @ 3/	5. 6. 6
		14.16. 4
Sept ^r 16	By 16 ½ Days work @ 3/	2. 9. 6
Oct ^r 27	By 17 Days work @ 3/	2.11. -
Nov ^r 17	By 18 Days work @ 3/	2.14. -
24	By 6 Days work @ 3/	.18. -
Dec ^r 1	By 5 ½ Days work @ 3/	.16. 6
8	By 6 Days work @ 3/	.18. -
15	By 6 Days work @ 3/	.18. -
22	By 6 Days work @ 3/	.18. -
[1754]		
Jan ^y 5	By 4 Days work @ 3/	.12. -
12	By 6 Days work @ 3/	.18. -
19	By 6 Days work @ 3/	.18. -
26	By 5 Days work @ 3/	.15. -
Feb 2	By 6 Days work @ 3/ & 2/6	.19. -
		£16. 3. -
[1754]		
April 6	By 2 ½ Days work [UNK] 3/	. 7.6
13	By 4 Days work [UNK] 3/	.12.-
20	By 4 Days work [UNK] 3/	.12.-
27	By 6 Days work [UNK] 3/	.18.-
May 4	By 6 Days work [UNK] 3/	.18.-
11	By 4 ½ Days work [UNK] 3/	.13.6
18	By 6 Days work [UNK] 3/	.18.-
25	By 5 Days work [UNK] 3/	.15.-
June 1	By 6 Days work [UNK] 3/	.18.-
8	By 3 Days work [UNK] 3/	. 9.-
15	By 5 Days work [UNK] 3/	.15.-

22	By 6 Days work [UNK] 3/	.18.-
29	By 5 Days work [UNK] 3/	.15.-
July 3	By 3 Days work [UNK] 3/	. 9.-
	9.18.-	£ 9.18.-
	By Wainscoting ½ a Room £8.15.9	
	£18.13.9	

	EDWARD HANSFORD	D ^r
--	-----------------	----------------

1755		
Mar 29	[Blank]	
[1754]	CONTRA	C ^r
July 20	By 5 Days work [UNK] 3/	.15.-
27	By 5 Days work [UNK] 3/	.15.-
Aug 3	By 6 Days work [UNK] 3/	.18.-
10	By 6 Days work [UNK] 3/	.18.-
17	By 4 Days work [UNK] 3/	.12.-
24	By 3 Days work [UNK] 3/	. 9.-
31	By 6 Days work [UNK] 3/	.18.-
Sept ^r 7	By 4 Days work [UNK] 3/	.12.-
14	By 1 Days work [UNK] 3/	. 3.-
21	By no Time	
28	By 6 Days work [UNK] 3/	.18.-
Oct ^r 5	By 6 Days work [UNK] 3/	.18.-
12	By 4 Days work [UNK] 3/	.12.-
Dec ^r 21	By 6 Days work [UNK] 3/	.18.-
28	By 1 Day	. 3.-

Jan 4	By 6 Days work @ 3/	.18.-
11	By 4 Days work @ 3/	.12.-
18	By 6 Days work @ 3/	.18.-
25	By 6 Days work @ 3/	.18.-
Feb. 1	By 6 Days work @ 3/	.18.-
8	By 5 Days work @ 3/	.15.-
15	By 6 Days work @ 3/	.18.-
22	By 6 Days work @ 3/	.18.-
Ma ^r 1	By 4 Days work @ 3/	.12.-
8	By 4 Days work @ 3/	.12.-
15	By 6 Days work @ 3/	.18.-
22	By 5 Days work @ 3/	.15.-
29	By 4 Days work @ 3/	.12.-
Ap ^r 5	By 3 [5] Days work @ 3/	.15.-
12	By 6 Days work @ 3/	.18.-
		21. 6.-

1755	EDWARD HANSFORD	D ^r
May 29	To my Note on M ^r Prentis	£10. -.-
June 21	To my Note of Credit to Prentis's Store-	2. -.-
Oct ^r 2	To Cash	7.15.1 ½

	To 5 Bushels of Wheat @ 4/	1. -.-
	To ½ Barrel of Corn @ 8/4	4.2
Dec ^r 30	To my Note on M ^r Prentis	15. -.2 ½
		£36. -.-

Received the above payment in full Edward Hansford

To Cash over paid your Wife £ -.5.7 ½

	CONTRA	C ^r
	C ^r brought forward	£21. 6.-
Ap ^r 19	By 6 Days work @ 3/	.18.-
26	By 6 Days work @ 3/	.18.-
May 3	By 5 Days work @ 3/	.15.-
10	By 3 Days work @ 3/	. 9.-
17	By 6 Days work @ 3/	.18.-
[1755]		
Aug 9	By work done to this time according to M ^r Baylis's particular account	. 6. 6
26		
Sept ^r 24	By D ^o according to D ^o	4.10. -
		£36. -. -

JAMES POWELL

1754 July	[blank]	D ^r
	CONTRA	C ^r
July 6	By 4 Days work @ 3/	£ -. 12. -
13	By 6 Days work @ 3/	.18. -
20	By 5 Days work @ 3/	.15. -
27	By 6 Days work @ 3/	.18. -
Aug 3	By 6 Days work @ 3/	.18. -
10	By 5 Days work @ 3/	.15. -
17	By 6 Days work @ 3/	.18. -
24	By 5 days work @ 3/	.15. -
31	By 2 Days work @ 3/	. 6. -
Sept ^r 7	By no Time	
14	By no Time	
21	By no Time	
28	By no Time	
Oct ^r 5	By 2 ½ Days work @ 3/	. 7. 6
11	By no Time	
19	By no Time	
26	By no Time	
Nov ^r 2	By no Time	
9	By 6 Days work @ 3/	.18. -
16	By no Time	
23	By 5 Days work @ 3/	.15. -
30	By 6 Days work @ 3/	.18. -
Dec ^r 7	By 1 ½ Days work @ 3/	. 4. 6

14	By 6 Days work @ 3/	.18. -
21	By 4 Days work @ 3/	.12. -
[1755]		
Jan 4	By no Time	
11	By no Time	
18	By no Time	
25	By no Time	
Feb 1	By 6 Days work @ 3/	.18. -
8	By 5 Days work @ 3/	
15	By 6 Days work @ 3/	.18. -
	Carryed forward	£13.19. -

1755	JAMES POWELL	D ^r
	To a Chest of Joyners Tools	£18. -. -
Nov ^r 1	To Cash paid you on this Day	30. -. 2 ½
	Received the above sums in full of all demands to this time James Powell	
Dec ^r 8	To my Note on M ^r Prentis	4. 8. 6
[1755]	CONTRA	C ^r
Feb 22	brought forward	£13.19. -
	By 6 Days work @ 3/	.18. -
Mar 1	By 5 Days work @ 3/	.15. -
8	By 4 Days work @ 3/	.12. -
15	By 3 Days work @ 3/	. 9. -
22	By 5 Days work @ 3/	.15. -
29	By 5 Days work @ 3/	.15. -
Ap ^r 5	By 4 Days work @ 3/	.12. -
12	By 6 Days work @ 3/	.18. -
19	By 6 Days work @ 3/	.18. -
26	By 6 Days work @ 3/	.18. -
May 3	By 5 Days work @ 3/	.15. -
10	By 6 Days work @ 3/	.18. -
17	By 6 Days work @ 3/	.18. -
	By Cash left in my hands by Creighton	6.14. -
Aug 9	By work done to this time according to M ^r Baylis's Account	7.19.10
Sept ^r 24	By D ^o according to D ^o	4.16. -
Nov ^r 1	By work done this time according to D ^o —	4.10. -
		£47.19.10

JAMES TAYLOR ¹

1753		D ^r
June 17	To my Note on M ^r Prentis	£17. 6. 6
Oct ^r 28	To my Note on M ^r Prentis	1.14. 6
	CONTRA	C ^r
Dec ^r 15	By 27 ½ Days work @ 3/	£ 4. 2. 6
22	By 6 Days work @ 3/	.18. -
[1754]		
Jan ^y 5	By 5 Days work @ 3/	.15. -

12	By 6 Days work @ 3/	.18. -
19	By 4 Days work @ 3/	.12. -
26	By 1 Days work @ 3/	. 3. -
Feb 23	By 3 Days work @ 3/	. 9. -
March 2	By 5 Days work @ 3/	.15. -
9	By 5 ½ Days work @ 3/	.16. 6
16	By 6 Days work @ 3/	.18. -
23	By 5 Days work @ 3/	.15. -
30	By 6 Days work @ 3/	.18. -
April 6	By no work that Week	
13	By 3 ½ Days work @ 3/	.10. 6
20	By no work	
27	By 6 Days work @ 3/	.18. -
May 4	By 4 Days work @ 3/	.12. -
11	By 6 Days work @ 3/	.18. -
18	By 5 Days work @ 3/	.15. -
25	By no work	
June 1	By 4 ½ Days work @ 3/	.13. 6
8	By 2 Days work @ 3/	. 6. -
15	By 4 ½ Days work @ 3/	.13. 6
		£17. 6. 6
22	By 5 Days work @ 3/	.15. -
29	By 5 ½ Days work @ 3/	.16. 6
July 1	By 1 Days work @ 3/	. 3. -
		£1.14. 6

1755	JAMES WOOD	D ^r
	CONTRA	C ^r
[1755]		
Ap ^r 26	By 6 Days work @ 1/6	£ -. 9. -
May 3	By 6 Days work @ 1/6	. 9. -
10	By 6 Days work @ 1/6	. 9. -
17	By 5 Days work @ 1/6	7. 6
Aug 29	By work done to this time according to M ^r Baylis's particular account	4.19. -
16	By D ^o according to D ^o	.19. 6
		£ 7.13. -

HENRY CREIGHTON

1754		D ^r
Aug 10	To my Note on M ^r Prentis £	5. -. -
[1755]		
May 29	To your Order to James Powell	6.14. -
		£11.14. -
	CONTRA	C ^r
Aug 10	By 3 Days work @ 1/6	4. 6
	By 6 Days work	9. -
Oct 19	By 5 Days work	7. 6

26	By 6 Days work	9. -
Nov ^r 2	By 4 Days work	6. -
9	By 5 Days work	7. 6
16	By 6 Days work	9. -
23	By 5 Days work	7. 6
30	By 6 Days work	9. -
Dec ^r 7	By 6 Days work @ 1/6	9. -
14	By 5 Days work @ 1/6	7. 6
21	By 5 Days work @ 1/6	7. 6
28	By 1 Days work @ 1/6	1. 6
[1755]		
Jan 4	By no time	
11	By 6 Days work @ 1/6	9. -
18	By 5 Days work @ 1/6	7. 6
25	By 6 Days work @ 1/6	9. -
Feb 1	By 6 Days work @ 1/6	9. -
8	By 4 Days work @ 1/6	6. -
15	By 4 Days work @ 1/6	6. -
22	By 4 Days work @ 1/6	6. -
Mar 1	By 4 Days work	6. -
8	By 1 Days work @ 1/6	1. 6
15	By 6 Days work @ 1/6	9. -
22	By 4 Days work @ 1/6	6. -
29	By 5 Days work @ 1/6	7. 6
Apr 5	By 4 Days work @ 1/6	6. -
12	By 6 Days work @ 1/6	9. -
[Apr] 19	By 6 Days work @ 1/6	9. -
26	By 6 Days work @ 1/6	9. -
May 3	By 5 Days work @ 1/6	7. 6
10	By 6 Days work @ 1/6	9. -
17	By 5 Days work @ 1/6	7. 6
		£11.14.-

JOHN MILLER

1753		D ^r
	To Cash paid your Brothers order to	
	Mr. Julius Allen	£ 3. -. -
	To my Note on M ^r Prentis	15. -. -
March 16	To my Note on M ^r Prentis	14. 3. -
		32. 3. -
	Contra	C ^r
	By bringing down 25000 f ^t of Plank	
	@ 10/	12.10. -
	By bringing 40,000 shingles @ 4/	8. -. -
	By 15000 Laths @ 7/	5. 5. -
	By bringing down 4000 feet Plank	2. -. -

		27.15. -
	By 5 Barrels of Corn @ 8/	2. 8. -
		29.15. -
	By 8 Sides of Leather @ 6/_	2. 8. -
		32. 3. -

JOHN ASHBY

1752	Cash Paid Away	
	...	
	To cash paid John Ashby as by Acc ^o for his two Shares & contingent charges	£63. 9. 2
	...	
1752		
July 18	Received of Carter Burwell the Sum of sixty three pounds nine Shillings and two pence, in full of all demands and for all charges for the Plantation, except four pounds nine Shillings being the ballance of a former Account and 1/5 for Inspecting Tobacco being 22 hogsheads.	
	John Ashby	
1754	Col ^o Carter Burwell to J. Ashby	D ^r
Oct ^r 18	...	
	To paid for Smiths work for the Mill	4.19. 2
	...	
	To paid for 2805 f ^t of Plank	5.12. 2 ½
	To paid for carting D ^o	4. 7. 6
	To paid for carting the Tobacco	24.14. 6
		£51.15.11 ½
	Contra	C ^r
	By Corn sold to several Persons	10.17. -
	By an Error by M ^r Raes Account	2. 3. -
	By an Order on M ^r Prentis	38.15.11 ½
	The above Account settled eighteenth	£51.15.11 ½
	day of October 1754. John Ashby	

[JAMES WRAY]

1748	Cash paid to sundry Persons	
	...	
	M ^r Wray	13. -.6
	...	

Illustration #5

Excerpts from Burwell Papers (M 96-1 CWI)

1739	D ^r Thomas Wharton 7/; C ^r By Note paid M ^r William Camp —0.17.1.	
	An Account of household Expenses	

	...
Dec. 15	Cash paid Mrs. Blaikley £1. 2.6
1739/40	
Feb 2	Cash paid Samuel Bowler the Coachmaker —£0.15.0
1739/40	Sandiford's men came to work 25 July --- 94, 000 bricks
	Dr. Mackenzie £ £0.9.7
1740	William Robinson C ^r By his Account for Work don £22.6.0
	[April 1743 Cr. acct. By Work done about a Dairy.]
May	James Davis C ^r [4 year's Service at £18 pr yr]
1741	John Pegram C ^r By his Account for Work done by him —£4.15.8 ¼
1740-43	Joseph Moore C ^r To 2 years Service @ £18 pr year.
	James Bird, blacksmith C ^r £0.12.6; 2.3.-
1742	Leonard Holmes C ^r By Cash left in my Hands for you by John Nealands £6.9.0
	Elizabeth Hansford C ^r Nursing my Daughter Mary £10.0.0
	Frances White C ^r By Nursing my Child £18.0.0
	Ann Fortune midwife C ^r £10.0.0
	Joseph Metre the first Year he lived at Merchants Hundred made 142 Barrels of Corn for which he had as yet no part...made 209 bbls Corn at Foaces.
1740-1745	Memorandum of Things delivered to the Quarters
New Quarter	
1740	All have Caps. A Rugg to Cate.
1742	D ^o to Tom & Michael. Caps delivered to Aeron... 16 Ruggs sent to New Quarter by the Cart. Milly having had one last Year
1744	one Mary in the Overseer house had last Year
1745	All the people have Rugs this Year. A Rug sent by Cyrus. To Mary. 1 to Bage.
Foaces	All have Caps. A Rugg to Paris. D ^o to Casar.
1740	2 to Pompey & his wife. 1 to Gloucester 1 to Frank. 1 to Prince. 1 to Baotswain. 1 to Glouster Moll.
1741	A Rugg to January. 1 to Molly.
1742	All have Caps & Ruggs this Year.
Mill Q ^r	All have Caps. A Rugg to old Man. 2 to
1740	Charlotte. 1 to Will 1 to Cato
1741	A Rugg Kate. 2 to Charlotte
1742	All have Caps & Rugs except old Cato.
1743	A Rug to Cato. 2 to Charlotte
1744	A Rug to Will. 1 to Baotswain. 1 to Joshua. 1 to Fanny
1745	A Rug to Fanny.
Merchts Hundred	All have Caps. 1 Rugg to French. & 1 to Nanny.
1740	1 to Nanny. 1 to Betty. 1 to Turnes. 1 to Tom. 1 to Molly in the Kitchen 1 to Cambridge. 1 Stepney 1 to Betty 1 to Thom 1 to Child 3 for the sick people
1741	1 To Jenny. 1 to Juba. 1 to Judith. 1 to Cyrus in the House. All the people in general have Ruggs this year Tom excepted
1742	A Rugg to Betty in the House & to Robin. 1 to Nanny in Y ^e Quarter. A Rugg to Cambridge. all the people have Caps this year a Rugg to Boy Dick.
Carpenters	
1740	A Rugg to Sancho.
1742	A Rugg delivered to Sam

	A Rugg delivered to Dick
1743	A Rugg to Sancho. 1 to Jack. all the home people have Rugs this Year except Tom & Turnus. Bristol & his wife.
	3 Rugs sent over to Fanny & her Children
	3 Rugs to Mary Morce: 1 to Morce: 1 to Cyrus. 1 to Juba's Sally. 1 to gloster Betty 1 to Judith. 1 to Richmond Patt. 1 to Gaby. 1 to Jonny Sammy. 1 to new Negroe James
Black Swamp	the home people have Rugs this year except a few on the other side of the Leaf.
1740-41	A Rugg to Tim. 1 to Cyrus.
1742	A Rugg delivered to Dick
	A Bag delivered to Dick
1743	All have had Rugs this Year except Dick
1744	A Rug to Dick
1745	A Rug to old Moll. 1 to Tim. 1 to Alice.
	1 to Cyrus
	about the house
1744	A Rug to Cambridge. 1 to Tom. 1 to Robin.
	1 to Dick 1 to Turnes. 1 to Janny. 1 to Boy Tom.

Memorandum of Things delivered to the People at Merchants Hundred

Nov r		
25 th	A Rug to Joe. 1 to George. 1 to Peter. 1 to Jack. 1 to Marcellus 1 to new negroe Jammy 1 to Pompey. 1 to Thom Grose 1 to Belinda 1 to Guy. 1 to Punch. 1 to Carter Jammey. 1 to Bristol. 1 to York. 1 to Willis	
	Caps given to Callabar Tom. Marcellus Jack Peter new Negroe Tom.	
	To those about the House	
1745	A Rug to Wades Hannah. 1 to Juba. 1 to Patt. 1 to Sally 1 to Richmond. 1 to Judith. 1 to little Mary Little Betty 1 to Cyrus in the house.	
1745	A Rug to Carpenter Jack. 1 to Sancho. 1 To the Shoe Maker Jammy. 1 to old Dick.	
1745	40 Rugs sent to Neck of Land by the Cart.	
1743	To Hugh Orr for Smiths Work—D ^r	5.5.4
1743	Nov 23 To John Edmonds for Trees—D ^r	7.0.0
1744	Lot began to make Bricks y ^e 12 th of May & left off 30 of July.	
1750	Lot return'd to me the 30 of April.	
1745	Memorandum...	
	The Carpenters began to get the Boards for a 40. foot house on the third day of July 1745.	
	Corn made at Home House—250 barrels.	
1746	Robert Lennis C ^r	
	By 21 Hogsheads of Shells @ 2/4 2.9.0	
	By 22 D ^o of D ^o @ D ^o 2.11.4	
	By 21 D ^o of D ^o @ D ^o 2.9.0	
		7.9.4
	Peter Best C ^r	
	By 19 Hogsheads of Shells @ 2/4 2.4.4	
	By 18 ½ D ^o of D ^o 2.3.2	
	By 19 ½ D ^o of D ^o 2.5.6	
		£6.13.-
1747	72 hhds tobacco to England D ^R	

	£408.8.9 goods by Virginia Packet	
	To Cash paid Mary Roberts Midwife C ^r	£10.0.0
1748	M ^{rs} Ann Wager C ^r By Schooling my Children two Years	£20.-.-
1752-54	[Ditto] [not extended]	
1749	Cash Paid to Sundry Persons	
	...	
	To William Rand for crossing the River about my House	£1.1.8
	...	
	To Mr. Langhorn for Plank	19.10.-
	...	
	To a Man for Cyprus Boards	7.13.6
	David Minetree for burning My Bricks	4. 6.8
	To nurse Hansford	2.0.0
	To Dr. Riddle [at Yorktown]	2.11.0
	To Dr. Payras [French doctor at Yorktown]	1.1.6
	To Matt Tewell for Work	.16.1
1750	To James Skelton for 50 Poplar Trees	£100.0.0
	To Julius Allen for plank	97.9.- & £6
...		
1751		
July 2	M ^r John Richardson D ^r p ^r James Taylor [who worked for him]	
	1 white best tenant Saw £ -.10.6	
	1 p ^r Cornish planes .16.8	
	1 spring plain -. 4.-	
	1 plow & four spair Irons 7.6	
	1 p ^r groving plains 5.6	
		£2.4.2
July 25	to 6 lbs glue 1/ -. 6.-	

Illustration Appendix #6

Notes Relating to the Quarters of Carter Burwell or his Estate

FOUACES QUARTER (spelled sometimes Ffouace or Fouace or Forces)

Fouace quarter was situated in York County north of Carter's Grove somewhere between Queen's Creek and King's Creek.

In 1700 Stephen Ffouace bought 150 acres from Robert Vaulx on Queen's Creek. ¹In 1702 Fouace bought a tract from John Rhodes—tract in Hampton Parish. ²

By 1738 Foaces had come into the ownership of Carter Burwell. ³

All sources quoted or noted below can be found in the Burwell Papers (M-96-1).

1740-1742	John Manning, overseer. Made tobacco and corn sold for £42.	
1742-1757	Thomas Pike in charge of all Quarters of Burwell's.	
1743	209 barrels of corn made at Foaces & Mill Quarter.	

1745	AT FOACES QUARTER	[barrels of corn]
	Expended before Measuring	24
	laid in for the people & Seed Corn	30
	laid in for the Overseer	6
	for D ^o part of his share	3
	for the hogs	8
	for the Muttons	4
	for my own use	61
		136 barrels
1751	20 barrels of corn from Fouace's sold to James Skelton	£10
1768-1771	Philip Burt, overseer. His share of tobacco & folder	£161.3.8 ½
1764	William Moody Jr, his share of tobacco and corn paid him	£ 16.17.9 ½
1764-1768	William Moody Jr, his share of tobacco	£195.10.3
1769-1771	William Moody Jr, his share of tobacco, and corn	£177.2.6

NEW QUARTER

[See: Appendix 5 for notes on Fouaces prior to 1740.]

New Quarter was situated in York County. In 1723 (December) Robert Carter from his Diary noted that he went "from Town to New Qu^{rs} in M^r Holloways Char was carried into the boat was carr^d up to M^{rs} Burwells in a Chair very lame & in great Pain." ¹

In 1738 New Quarter was owned by Carter Burwell. A steer was sold there. ²

In 1740 Carter Burwell made a memorandum of things delivered to New Quarter.

1745	[Corn] At New Quarter & Abrahams		
	Expended before measuring	74	
	Laid for the People	60	
	for the Hogs & Steers	23	
	for the Overseer	6	
	for D ^o part of his share	10	
	for D ^o at Abrahams	16	
	for my use	122	317 barrels.
1748	Corn - 50 barrels.		
1752	An Account of the Stock of Cattle and Sheep at		
	New Quarter taken by Thomas Doswell ³ November 13, 1752		
	At New Quarter old Cattle	94	
	Draught Steers	6	
	Calves	15	
	Fat Hogs at New Quarter	23	
	Mares & Horses	7	
	Sheep	42	
1766	Robert Bond, overseer at New Quarter & Martin's Hundred.		
1768-1776	Philip Burt, overseer.		

BLACK SWAMP QUARTER

1745	Carter Burwell's Quarter in 1745. 53 bbls corn made there.
1748	Corn brought from Black Swamp 29 ½ barrels
1771	Isaac Ross, overseer at Black Swamp.
1874	Black Swamp on plat made for Roberts in suit vs Choles. Black Swamp is to NE of Saw Mill tract. See: plat, Illustration #20.

MILL QUARTER

1745	[Corn]	
	Expended before Measuring	18 barrels
	laid in for the People	33
	laid for the Stalled Oxen	8
	for the hogs	5
	for my own Use	16
		80
1748-9	[Corn] brought from the Mill Quarter	8 barrels
Jan 21	Brought from D ° D °	9
28	Brought from D ° D °	5 ½
		[22 ½ barrels]
1754	J. Ashby paid £4.19.2 for smith's work for the Mill.	

NORTH WALES QUARTER

1742	"The Pork from North Wales weighed 2598 lb."
1743	"The Pork from North Wales weighed 2613 lb."

MERCHANT'S HUNDRED

1745	"delivered to the People at Merchant's Hundred"—rugs etc.
1771	Math. Moody Jr. came to work at Merchants Hundred to look after negroes.

MARTIN'S HUNDRED

1766	Robert Bond, overseer	£ 12.13.8
1768-76	Phil Burt, overseer, his part of tobacco, corn	£ 61. 3.8
1768-86	Philip Burt, overseer.	
1772	Wool at Martin's Hundred	124 lbs.

NECK OF LAND QUARTER

Neck of Land Quarter is located in James City County. In 1683 by the will of Col. John Page we know that it had been the property of Mathew Page. ¹In 1693 the Pages owned it.

1745	Carter Burwell, owner. Sent 40 rugs to Neck of Land by Cart.
1753	sheep listed as 146 at Neck of Land.
1756	Will of Carter Burwell stated that he bought Neck of Land from Mann Page.
1764-1769	Thomas Hansford at Neck of Land. ²

Appendix 7

James City County Land Tax ¹

1783	Nathaniel Burwell Es ^{qr}	1288 A. 21/1	£778.3.4 tax val.
1784-1787	[blank]		
1787-1796	[same as 1783]		
1797	Nathaniel Burwell	1288 A. \$2.02	\$2593 tax val.

1798-1802	Nathaniel Burwell	1288 A. \$2.02	2593 tax val.
1803	Nathaniel Burwell	1288 A. \$2.01	2588.88 tax val.
	Carter Burwell	107 A. \$1.61	172.27 tax val.
1804	Carter Burwell	1288 A. \$2.01	2588.88 tax val.
		47 A. \$2.01	94.47 tax val.
	of Trebell	107 A. \$1.61	172.27 tax val.
1805-1806	Carter Burwell	1335 A. \$2.01_	2683.35 tax val.
1807	Carter Burwell	1335 A. \$2.01	2683.35 tax val.
1808	Carter Burwell [same as 1807]		
1809	Carter Burwell	938 A. \$2.01	1885.38 tax val.
		397 A. [transferred to Isaac Duncan]	\$ 797.97 tax val.
1810-1812	[same]		
1813	Carter Burwell	938 A. \$2.01	1885.38 tax val.
		By Robert P. Taylor Baker Perkins Thomas Barhams Est ^a Tho ^s Wade & Jn ^o M. Galts Est ^a	
1814-1818	Carter Burwell		
	James City In fee	938 Acres by Rob ^t P Taylor Baker Perkins Tho Barham Est ^a Tho ^s Wade Jn ^o M Galts Est ^a & James River 8 mi E \$2.01 p ^r A. Total value \$1885.38	
		197 acres by Jn ^o Bailey Jn ^o Harth Rich ^d Hansford Est ^a & Thos Wade 6 ½ m SE \$2.01 A. Total value \$395.97. This is a part of the tract in which Isaac Duncan held a life Estate.	
1819	Carter Burwell estate -		
	James City In fee	938 acres by Judith Taylor, Baker Perkins Thomas Barham Est ^a Thomas Wade Jn ^o M Galt's Estate & James River 8 m E \$2.01 p ^r A. \$1885.38	
		197 acres by Jn ^o Bailey Jn ^o Harth Richard Hansford Est ^a & Tho ^s Wade 6 ½ m SE \$2.01 pr A. \$395.97	
1820	Carter Burwell estate		
	James City In fee	938 acres [same as above] 8 E \$10.33 pr Acre \$5000 buildings and \$9689.54 total value -197 acres [same as above] 6 ½ SE \$3 pr Acres \$591 total value [no buildings]	
1821	Carter Burwell's estate		
	In fee	938 acres By Judith Taylor Baker Perkins Thomas Barham's Est ^a Tho ^s Wade Jn ^o M. Galt Est ^a & James River 8 E \$10.33 pr A. \$5000 buildings \$9689.54 total value	
		197 acres by Jn ^o Bailey Jn ^o Harths Est ^a Rich ^d Hansfords Est ^a Thomas Wade & ^c 6 ½ SE \$4.39 per A. \$100 buildings \$421.68 total value	

1822	Carter Burwells Est ^a		
	In fee	938 acres By Judith Taylor Baker Perkins Tho: Barham's Est ^a Tho: Wade Jn ^o M. Galts Est ^a and James River 8 E \$10.33 pr A. \$5000 buildings \$9689.54 total value	
	In fee	197 acres By Jn ^o Bailey Jane Hauth Richard Hansford Est ^a Th ^o Wade & ^c 6 ½ SE \$3 pr A. \$591 total val.	
1823	[same]		
1824	[same]		
1825	Carter Burwells Est ^a	938 acres By Judith Taylor Baker Perkins Es ^t Thomas Barhams Est ^a Tho ^s Wade Jn ^o M Galts Est ^a & Ja ^s river 8 E \$10.33 pr acre \$5000 buildings \$9689.54 total value	
		197 acres by Jn ^o Bailey Jane Hauth Rich ^d Hansford Est ^a Tho ^s Wade &c. 6 ½ E \$3 pr A. \$591 total value	
1826	Carter Burwell's Est ^a	-938 acres By Judith Taylors Est ^a B. Perkins Est ^a Tho ^s Barhams Est ^a T. Wade & James River 8 E \$10.11 2/3 pr A. \$4800 buildings \$9489.54 total value \$200 deducted for a House burnt	
		197 acres By Jn ^o Bailey Jane Hauth Rich ^d Hansford's Est ^a Tho ^s Wade &c. 6 ½ SE \$3 pr A \$591 total value	
1827	Carter Burwell's Est ^a	938 acres By Judith Taylor's Est ^a J Barham B Perkins Est ^a T. Wade J. M. Galts Est ^a & James River 8 E \$10.11 2/3 pr A. \$4800 buildings \$9489.54 total value	
		197 acres By Jn ^o Bailey Jane Hauth R ^d Hansfords Est ^a Tho ^s Wade &c. 6 ½ SE \$3 pr A. \$591 total value	
1828	Carter Burwell's Est ^a	938 acres By Jud th Taylor's Est ^a Jn ^o Barham B. Perkins Est ^a Th: Wade J. M. Galt's Est ^a & James River 8 E \$10.11 2/3 pr A. \$4800 buildings \$9489.54 total value	
		197 acres By Jn ^o Bailey Jane Hauth Rich ^d Hansford's Est ^a Tho ^s Wade &c. 6 ½ SE \$3 pr A. \$591 total value	
1829	[same]		
1830	Carter Burwell's Est ^a	938 acres By W. M. Taylor Jn ^o Barham B. Perkin's Est ^a Tho ^s Wade J. M. Galts Est ^a & Ja ^s River 8 E \$10.11 2/3 pr A. \$4800 buildings \$9489.54 total value	
		197 acres By Jn ^o Bailey Jane Hauth R ^d Hansford's Est ^a Tho ^s Wade &c. 6 ½ SE \$3 pr A. \$591 total value	
1831	[same]		
1832	[same]		
1833	Carter Burwell's Est.	938 acres By Wm. M. Taylor J. Barham B. Perkins Est. T. Wade J. M. Galt Est and James River 8 E \$10.11 2/3 pr A. \$4800 buildings \$9489.54 total value	
		197 acres By Jn ^o Bailey Jane Hauth R. Hansfords Est. T. Wade 6 ½ SE \$3 per A. Total value \$591	
1834	Carter Burwells Est.	938 acres by William M. Taylor J. Barham, Wynn, T. Wade, J M Galt est. & James River 8 E \$10.11 2/3 pr A. \$4800 buildings \$9489.54 total value	
		197 acres by John Bailey Jane Hauth R. Hansford's Est. T. Wade &c. 6 ½ SE \$3 pr A. \$591 total value	
1835	Carter Burwells Est	938 acres by Wm. M. Taylor J Barham, Wynn, T. Wade J. M. Galts and James river 8 E \$10.11 2/3 pr A. \$4800 buildings \$9489.54 total value	
		197 acres By John Bailey Jane Hauth R. Hansford's Est. T. Wade &c. 6 ½ E \$3 pr A \$591 total value	
1836	[same]		
1837	[same]		
1838	[same]		
1839	Tho ^s Wynne In fee	938 acres By Wm M Taylor J. Barham R. Wynne James river & ^c 8 E \$10.11 2/3 pr A. \$4800 buildings \$9489.54 total value By deed from P. C. S. [sic] Burwell fee simple	
		197 acres By Jn ^o : Bailey Jane Hauth R. Hansfords est. C. Wade &c. 6 ½ SE \$3 pr A \$591 total value By d ^o d ^o d ^o	
1840	[same]		

1841	[same]		
1842	Tho ^s Wynne J ^s City		
	In fee	197 acres By Jn ^o Bailey Jane Hauth Chidley Wade &c. 6 ½ SE \$3 pr A \$591 total value	
		938 acres By Wm. M. Taylor's Est. R. Wynne & Ja ^s river 8 E \$10 pr A \$9389.38 total value	
1843-1844	[same as 1842]		
1845	Tho ^s Wynne J ^s City		
	In fee	938 acres adjoining H Harwood 8 E \$10 pr A \$9389.38 total value	
1846-47	[same as 1845]		
1848	Tho ^s Wynne J ^s City		
	In fee	938 acres adj. Humphrey Harwood 8 E \$11 2/3 inc. bldgs \$9489.44 \$100 added for new building in 1848	
	197 acres 6 ½ SE \$3 pr A \$591		
1849-50	[same as 1848]		
1851	Thomas Wynne James City		
	In fee	1135 acres Grove Adjoining Humphrey Harwood 8 E \$26.27 pr A. inc. bldgs - value of land and buildings \$29825. This land is assessed with \$1700 on acct of a wharf	
		45 acres adjoining William Allen's Estate 7 mi SE \$5 p ^r A. total value inc bldgs \$225 By and from R. C. Wynne & was Jn ^o Mansfield Brown's Estate	
1852-1853	[same as 1851]		
1854	Thomas Wynne James City		
	In fee	1135 acres Grove Adj. Humphrey Harwood 8 E \$22.02 2/3 pr A incl buildings total value \$25000 This tract is assessed \$1217 On Acct of a wharf instead of \$1700 as heretofore by order of the Court	
		45 acres Adj. William Allen's Est 7 SE \$5 pr A inc. bldgs \$225 total value	
		100 acres Adj. William Allen's Est 6 SE \$5 pr A. \$500 total value from Jno Brown Est.	
1855	Thomas Wynne Est		
	James City In fee	1135 acres Grove Adj. Humphrey Harwood 8 E \$22.02 2/3 pr A. inc. buildings total value \$25000.26	
		45 acres adj. Wm. Allen's Est 7 SE \$5 pr A. \$225 total value	
		100 A. Adj. Wm. Allen's Est 7 SE \$5 pr A. \$500 total value	
1856-1857			
1858	Thomas Wynne Est		
	James City In fee	1280 acres Grove Adjoining W ^m Allen's Est 8 E \$18 pr A. total value \$23040.00 land & buildings A Wharf assessed at \$2000	
1859	Thomas Wynne Est		

	James City In fee	1075 acres Grove Adj W ^m Allen's Est & James River 8 E \$18 pr A. inc. bldgs. total value \$20151.95 land & bldgs: \$5000 bldg.	
1860	Thomas Wynne Est		
	James City In fee	1075 acres Grove on James River 8 E \$18.74 3/5 total value \$20151.95	
1861	[same as 1860]		

Personal Property Tax 1

Yorkhampton Parish

1782	Nath ^l Burwell—5 males—47 slaves—20 horses—19 cattle—4 wheels
1783	Nath ^l Burwell—2 free men—38 slaves over 16 [names given]
	10 slaves under 16 [names given]
	20 horses—28 cattle—4 wheels
1789	Nath ^l Burwell—37 slaves—13 horses—1 chariot—
	1 2 wheel carriage
1792	Nathaniel Burwell 43 slaves—8 horses—
	1 chariot—1 carriage
1793	Nathaniel Burwell 31 slaves—4 horses
1794	Nathaniel Burwell—1 tithe—26 slaves—4 horses
1795	Col ^o Nath ^l Burwell—1 tithe 34 slaves—9 horses—
	1 chariot—1 carriage
1796	Col ^o Nath ^l Burwell—4 tithes—46 slaves—14 horses—
	1 coach—1 carriage
1797	Col. Nath ^l Burwell—1 tithe—20 slaves—2 horses
1798	Col ^o Nath ^l Burwell—1 tithe—15 slaves—3 horses
1799	Col Nath ^l Burwell—1 tithe—14 slaves—1 horse
1800	Nathaniel Burwell—1 tithe—13 slaves—10 horses
1801	Carter Burwell—2 tithes—13 slaves—7 horses
1805	Carter Burwell—1 tithe—14 slaves—7 horses—
	1 chariot—1 carriage
1811	Carter Burwell—14 slaves—8 horses—1 coach
1813	Carter Burwell—1 tithe—11 slaves—9 horses—1 coach
1815	Carter Burwell—1 tithe—8 slaves—8 horses—1 coach
1816	Carter Burwell—1 tithe—14 slaves—9 horses—1 coach
1819	Carter Burwell Estate—12 slaves—7 horses
1825	Mary Jones Grove 8 slaves—4 horses—1 gig
1826	Mary Jones Est Grove 8 slaves—4 horses—1 gig
1827-1835	[No records.]
1836	Philip L Burwell—1 tithe— 6 slaves—1 horse—1 coach
1837	Philip L. Burwell—16 slaves—6 horses—1 coach
1838	Thomas Wynne—1 tithe—15 slaves—6 horses—1 gig—
	1 carriage
1839	Thomas Wynne—1 tithe—19 slaves—4 horses—1 carriage
1840	Thomas Wynne—2 tithe—19 slaves—10 horses and Tavern license
1844	Thomas Wynne—2 tithe—19 slaves—12 horses—1 carriage

1848	Thomas Wynne—1 tithe—27 slaves—12 horses—1 wheel
1850	Thomas Wynne—1 tithe—22 slaves—13 horses—1 wheel
1853	Thomas Wynne—2 tithes—25 slaves—15 horses—143 cattle
1854	Thomas Wynne—1 tithe—25 slaves—15 horses—151 cattle
1856	L & J. M. Ellison [blank] —10 slaves—7 horses—1 carriage
1857	Lewis Ellison & Co —19 slaves 15 horses—21 cattle
	5 car & coaches
1858	Lewis Ellison & Co—37 slaves—17 horses—44 cattle
	—4 carriages &c
1859	Lewis Ellison & Co— 26 slaves—16 horses—66 cattle
	—3 car &c.
1860	Lewis Ellison & Co— 12 slaves 21 horses, mules &c. \$2100,
	16 cattle, 80 sheep and hogs—4 carriages 1 piano (\$200).
1861	Lewis Ellison — 7 slaves—21 horses— 4 carriages
	—15 cattle—16 sheep—30 hogs— 1 piano

Illustration Appendix #8

Notes Relating to the Quarters of Nathaniel Burwell ¹

[WOOL]		
1772	The Acc ^t of the Wool sent to William Pollard to be sold for the Estate July 1, 1772	
	Wool at Martin's Hundred	124 lbs
	D ^o from New Quarter	111
	D ^o from Neck Land	96
		331
1775	Mill Quarter 58 lb wool @ 1/	2.18.0
	Carters Grove 90 lb wool @ 1/	4.10.0
	New Quarter 146 lb wool @ 1/	7.6.0
1783	Neck Land Quarter	[not extended]
[WHEAT, CORN and PORK]		
1775	Wheat and Corn made at Carter's Grove:	
Aug 24	By 38 Bushels Wheat	£5.14.0
Sep ^t 2	By 64 Bu. Wheat	12.16.0
Oct 9	By 40 Bu. Wheat	8.0.0
Nov. 7	By 200 bbls. Corn	100.0.0
	By 700 lb.Pork	7.0.0
[TOBACCO]		
1775	New Quarter	11 hogsheads Tobacco
	Fouaces	8
	Marsh Quarter	13
	River Quarter	12
1774-1775	15 hhds tobacco was shipped to Robert Cary & Co.	£160.13.2
	12 hhds tobacco marked SCS shipped to Athawes, London	168.11.2
	12 hhds tobacco marked NB shipped to Athawes	161.11.8
	14 hhds tobacco marked NBS shipped to Athawes	164.12.9

	32 hhds tobacco marked NB shipped to Athawes	[blank]
1779	23016 lb.tobacco sold to John H. Norton	£23018.12.0
[BARLEY]		
1775	Carters Grove 20 barrels	£ 3.0.6
	Mill Quarter	[blank]
[VEALS]		
1775	New Quarter	
	Carter's Grove	
	Carter's Grove (1779)	£1197.0.0
[PORK]		
1776	New Quarter	
	By 3477 lb of pork	£ 34.15.4 ¾
	Mill Quarter	
	By 2811 lb pork	28.2. 2 ¼
	Fouaces	
	By 2540 lb. pork	25.8.0
	Corn for hogs	12.0.0
[WOOD]		
1776-1777	Nathaniel Burwell furnished the Colony of Virginia throughout these years with many loads of wood. Selling wood these years seems to have been his one project.	
[BUTTER]		
1778	Butter sold in 1778	
	The Grove	£50
	New Quarter	34.4.0
	Mill Quarter	27.4.6
	Fouaces	65.0.0
		£428.8.6
	Fouaces	21.11.6
		£450.0.0
1779	Butter sold in 1779	
	New Quarter	£ 192.6.3
	C. Grove	38.3.9

Excerpts from WILLIAM NELSON LETTER BOOK 1766-1775

[William Nelson to Samuel Athawes, London merchant]

Virginia July 12, 1768

[54 hhds tobo belonging to Col Carter Burwell Est by Capt Lilly insured for £600.]

[Nelson to Athawes]

Virginia July 5, 1769

...I shall send you by the Friendship £750 for 68 hhds of C. Burwell's Estate...

...I will answer your Letter of the 21st of March to the Exc^{rs} Col^o Burwell's Estate. The Goods are received in good order, & I believe to the Satisfaction of the Parties; the Acco^{ts} of Sale are extreamly pleasing; the Acco^t Current right, the Balance of £475.10.10 being due to the Estate besides the Tob^o that went home last year: in the Sale of which I see you have made a fine beginning...

[Nelson to Athawes]

Virginia Aug 16, 1768

[sent bill of lading for 54 hhds tobacco belonging to Carter Burwell's Estate; 17 hhds markt CB were made on a new Plantation at Bull Run.]

[Nelson to Athawes]

Virginia Sep^r 16th 1769

...

I take the Liberty now to inclose you an Invoice of Goods, w^{ch} will be wanted for Col^o C. Burwell's Est^a next Spring. I also send you a Catalogue of Books for the young Gentleman Nath^l Burwell which he is very desirous to have sent by the first ship...

[Nelson to Athawes]

Virginia Nov. 6, 1769

[invoice for goods for Nat, the Ladies & Son of Col^o Carter Burwell dec^d ... sent...]

[Nelson to Athawes]

Virginia, November 15, 1769

[Invoices noted of Goods ordered for Nat, Carter, Alice & Saran ¹Burwell.]

[Nelson to Athawes]

Virginia May 31st 1770

...I know not if I desired you to pay for 2 pipes Wine N.B. hath wrote For w^{ch} you will please to do...

[Nelson to Athawes]

Virginia Dec^r 18th 1770

Having none of your Letters to be answer'd I have now only to inclose you Invoices for M^r Nath^l & Carter, Alice & Sally Burwell their Goods which you will please to send to us as usual as M^r N. Burwell will be of Age in April, this the last Invoice I shall send you on Acc^t of this Estate. This young Gentleman, th^o very clever & prudent upon the whole, hath my Opinion too soon determined to enter into the Married state, with the next sister to my Daughter. she is a very good Girl; But I ffeare that he as well as most other people in such Cases, hath not consider'd Fortune Much. He will probably send an Invoice for Furniture, which you must send him. But you must charge them, as well as the wine, to his private Acco^t; as We have agreed that he shall have 2/3 of the Money in Yours & M^r Cary's Hands; after the Crops, including that now to be shipped shall be sold & his Brother Carter 1/3 whose Acco^t from that time must be separate & the Accot^s transmitted to me as heretofore. He will have the Neck of Land & Bull Run Estates Yearly... W Nelson

[Nelson to Athawes]

Virginia May 30. 1771

[Nelson had sent 88 hhds valued at £1200 on board the Pitt Cap^t Punderson Goods for Col^o C. Burwell's Est^a are safely arrived...]

[Nelson to Athawes]

Virginia July 8, 1771

I wrote you the 30th of May on purpose to desire that you would make the following Insurances; which I hope you are done viz^t £200 on 88 hhds Tob^o of Col^o Carter Burwell's Est^a £500 on 50 hhds of my own...

...M^r Nat Burwell son of Carter is determined to pursue his Studies at College till October 1772, a most commendable Resolution, to which however he may have been inclined by a Doubt that hath been Started by M^r Nicholas. Whether, by his Father's Will, the Daughters are not entitled to the Surplus Profits of the Estate & not the Sons: Tho^e I think this opinion not defensible; Be this as it will; Nat doth not chuse to marry & go to House keeping till he is sure of something before hand; which I look upon, among others, as an Instance of his Prudence & Good Sence...

[Nelson to Athawes]

Virginia Nov^r 19 1771

...

I send you inclosed at the Request of Nat Burwell, a Draught of Chimney Pieces & Steps which he wants. If you understand it, or the statuary, it's more than I do. If you do, you will send them to him, observing to insure them... Nathaniel Burwell goes on as my Heart

could wish; he & Hugh are now out on their second Trip to Shenandoe, to Settle some additional slaves on their Lands...

[Nelson to Robert Cary Esq^r & C^o]

Virginia Feb^y 21, 1772

...I observe also the Balance due from you to Col^o Carter Burwell's Est^a £626.7.6 besides 11 hhds Tob^o p^r Peterson. When the Sale of them is compleated I shall be Glad to have the Account, as We want to divide the Estate, the eldest *[illegible]* M^r Nat Burwell being of Age. It may be worth Your while to write to this Young Gentleman as his Consignments May be worth attending to.

...

[Nelson to Robert Cary Esq^r & C^o]

Virginia Feb^y 21, 1772

...I observe also the Balance due from you to Col^o Carter Burwell's Est^a £626.7.6 besides 11 hhds Tob^o p^r Peterson. When the Sale of them is compleated I shall be Glad to have the Account, as We want to divide the Estate, the eldest Son M^r Nat Burwell being of Age. It may be worth Your while to write to this Young Gentleman as his Consignments May be worth attending to. [\[1\]](#)

Illustration- Appendix #9
From Humphrey Harwood Ledger

[Ledger B, p. 13]

Col ^o Nathaniel Burwell (Ja ^s City County)		Dr		Per Contra	Cr
1778 th			1779		
March 12	To 7 Bush ^s . of lime a 1/6.		sd		
	150 bricks a 5/6 building back & mend ^q . plaster ^g 12/.	£ 1- 10-9	January 2	By all the Trees that are) Down in & about the) Whitemarsh Corn field.)	
	To 1 days labour 4/. [?] at Forcyes Quarter	4.		Also them Where Ross) Claired Below John Taylor) & in them woods)	
Novem ^r 18	To 3800 bricks a 55/. & 80 bush ^s of lime at 1/6. (for Joe Bartlet)	16. 9			
	To pilloring House 24/. & building a Chimney 90/	5.14			
	To 10 Days labour a 6/ & laying 2 harthes a 10/	3.10			
		£ 27. 7.9			£ 27. 7.9

1780	Col ^o Nathaniel Burwell	Dr		Per Contra	C ^r
Decem ^r 13 th	To plastering 135 y ^{ds} a 3 ^d (at David Brooks) & 9 Days lab ^r a 2/.	£ 2.11.3	1780 Decem ^r 23 rd	By 10 loads of old Wood @ 2/6 Withe in Ox Cart	£ 1. 5
22	To plastering 192 y ^{ds} a 3 ^d at John Gillits) & 11 D ^o of D ^o	3.10	1781 January 27	By 24 d ^o @ 2/6 (February 28 th) By 11 d ^o @ 2/6	4 7 6
			March 29	By 5 d ^o @ 2/6 (April 15 th) by 9 d ^o @ 2/6	1 15
1781 Decemb ^r 3	To 5 bush ^s of lime a 1/6. To Repairing 4 backs a. 3/	19 6	1782 January 25	By 1 d ^o @ 2/6, & By A load of your waggon 12/	14 6
	To laying 2 Harthes 6/. & Repairing 2 Others 3/	9			
1783 August 19	To 70 bush ^s of lime a 9d	2.18.6		By 4 Barrels of Corn of Daniel Hughs @ 12/	2 8

			[1782] > June 20		
Septem r 3	To 600 Bricks a 2/9	1. 2.6		By 50 Bushells of lime from Forcies @ 9 ^d	1 17 6
6	To 9 Days work of Jeary (at the Groves) Repair ^g Store House, Kitchen, & Building Steps to the Door of the Store do & Kitchen & plastering a Room in Cellar at 5/. p ^r Day	2.5	1783 Decem r 19	By 3 Waggon Loads of Wood @ [?]	1 16
			22	By 2 Barrels of Cyder @	1 16
		1784 January 8	2. 5	By 1 Waggon Load of Wood @ 12/	12
8	To 600 Bricks a 2/9 (per Joes) for the Chimney at Forcies Quarter	16.6	March 21	By 8 d ^o wood @ 12/. & A Cord of d ^o by my waggon 10/.	5 6
11	To 400 Bricks a 2/9 & building a Chimney 60/	3 11			
	To underpinning Trimmer & Laying a harth 5/. & underpin ^g End Sills 3/6	8 6			
Novem ^r 24	To plaster ^g 2 Rooms at forcies 36/ & 1 do at new Quarter 12/	2 8			£ 21 17 6
1784 June 24	To 1 bush Whitewash 2/. & Whitewashing 2 Rooms at forecies & 3 d ^o New Quarter	1 4 6	June 24 th	By A mistake in my Acc ^{ts} Rendered [?]	6 9
		22 4 3			22 4 3

Harwood Ms Ledger B, p. 13 [Ledger B, p. 76]

Col. Nathaniel Burwell		D ^r		Per Contra	C ^r
1784 Decem r 23	To 9 days work of Jerry repairing Chimney & putting in 6 backs & plastering Overseer's House a 6/. p ^d	£ 2.14.	1784 July 24	By Anthony Robard's Order Accepted	.17.6
			1785 Septem ^r 9	By 25 Hhds of Shells from Anthony Robards @ 1/3	1.11.3
1785 May 4	To 2500 bricks at 2/6 p ⁿ C & 28 bush ^s . of lime a 7.	4. 4.6	Dec ^r 15	By 25 hhds of d ^o of Israel Olvis	1.11.3
	To 6 days work at the Mill	4.10.	1786 January 12	By 288 lb of Beaf @ 5 p	6. 0.
			February 25	By your Order on John Baserear Accepted	1.18.6
June 24	To 28 buhels of lime a 7. & 6 days work building up the wall at the Mill a 6/	3. 4.			
		£ 11.18.6			£ 11.18.6
1786 March 7		£ 1.15.	1786 March 19	By 15 ½ hhds Shell of Anthony Robards @ 1/3	£ .19.42
18	To 15 do of do a 2/6 (per p. Burt)	1. 7. 6		By Shells of Bob. Willson for 6/ to be paid to Col ^o Burwell	6.
22	To 10 d ^o of do a 2/6 by Thomas Burt	1. 5.		By 8 hhds James Robards @ 1/3	6.

To 50 bushels of lime a 1/	2.10.	June 10	By 25 bushels of lime a 1/ from forces	1. 5	
May 2	To 4 bushels of white wash a 2/ & 6 bushels of lime a 1/ (p ^r Joe)	.14	July 31	By Ditto d ^o 42 hhds at John Roans	
May 4	To 8 day's work of Nat & Jeary a 5/ & 4 do of Edm: Harwood a 3/9	2.15.	October 27	By 22 hhds. Shells from Mr Burts, & wood for d ^o	1.8.6
			1787 Jan ^y 20	By a Barrel of Flower from M ^r Dv Morton 38/	1.18.
Octo 21	To 5 bushels of lime 5/ Good Bricks 3/	8.	February 28	By 95 lb of Beef @ 5	1.19.7
	To 2 days labour of Nat repairing ye Well & Kitchen Chimney 10/	10.	March 20	By a barrel of Flower 38/	1.18.
	(Carried to Folio 104)	£ 11. 4.6		(See posted fol ^o 104	£ 7.10.112

Harwood Ms Ledger B, p. 76. [Ledger B, p. 104]

	Col ^o Nathaniel Burwell	D ^r		Per Contra	C ^r
1787 March 5th	D ^r Brought from Folio (76)	£ 11. 1.6		Brought from Folio (76)	£ 7.10.112
	To 15 Bushels of Oats a 2/6	1.17.6	1787 Decem ^r 1	By Sundaryes to Ballance	5.11.02
		£ 13. 2.			£ 13. 2.0

	Col ^o Nathaniel Burwell	D ^r	1788	Per Contr	C ^r
1788 August 8th	To 2500 bricks a 30/. p ^r M for Mill Quarter barn	£ 3.15.	May 20th	By wood to Burn 20 hhds Shells at Phill Moody	£ 1.16.
Sep ^r 3	To underpinning Barn at Mill Quarter 40/	2.	July 10	By ditto for D ^o @ Anthony Robards's landing 27 hhds	£ 1.16.
	To 250 bricks a 3/. p ^r C	7.6	Septem ^r 22	By d ^o for d ^o 7 hhds John Roans	£ 1.16.
Nov ^r 20	To 35 feet of plank at the Request of M ^r Buffin to make a Coffin for old M ^{rs} Millar 2/3	2.3		By 22 Hhd's Shells from Philip Burts' a 1/3	1. 7.6
	£6.4.9		1789 Sep ^r 19	By an order drawn on you in fav ^r of Jh ^o Roberts'	16.3-
1789 June 9	To 12 ½ bushels of lime a 9 ^d building 3 Tombs 35/	2. 4.4 ½	Dec ^r 2	By an order in fav ^r of Anthony Roberts' 9/4	9.4 ½
	To mending Bole,-stove, &c. 4/	4.-		By do in fav ^r of Jn ^o Roberts' 7/6	7.6
Octo ^r 1	To 2 days work of Edm ^d Harwood underpinning Portch a 4/	8.-			
	To 16 ½ bushels of lime a 9 ^d £3.8.9	12.4 ½			£ 4.16.7 ½
		£ 9.13.6-			

See Fol^o 29 Ledger C.—postedHumphrey Harwood Ms Ledger B, p. 104 [Ledger C, p. 29.]

	Col ^o : Nathaniel Burwell	D ^r		Per Contra	C ^r
1790 Jan ^y 26 th	To am ^t of account br ^t from fol ^o 104 (prior to 23 ^d Nov. 88 ...being..... £6.4.9)		1790 March 20 th	By Cr ^s br ^t from fol ^o 104 Ledge. B	4.16.7 ½
				By an order in fav ^r of Israel Olvis 15/	£ .15.
	To am ^t of do.. from Same ..fol ^o sub-sequent to that date 3.8.9 £9.13.6 £ 9.13. 6		1791 June	By burning 100 Hhds Shells at 8 ^d for Wood	3. 6.8

	To 1 ½ bush: of Hair 2/	- 2.-	July 13	By Cash to balance to this date	3.16.10 ½
	To pulling down old plaistering & mending the lathing & plais-tering and bricking up the Sides & Back of the wooden Chimney &c..... 2.10.	£ 12.15.2			£12. 5. 6
1790 April 10	To lime from John Roan's	9. 8			
	(See fol. 62 posted)	£12.15. 2			

Humphrey Harwood Ms Ledger C, p. 29. [Ledger C, p. 62.]

	Col ° : Nathaniel Burwell	D r	C r
1792 Nov. 7	To your verbal order on me in favour of H. Harwood for tuition of your son	£1.4.-	

Humphrey Harwood Ledger C, p. 62.

~~Illustration~~ Appendix #10 Biographical Sketches

ROBERT CARTER (1663-1732)

Robert Carter was the son of Col. John Carter born 1620 in England and died 1669 at Corotoman, Lancaster County, Virginia, and his wife, Sarah Ludlow who was the fourth wife of John Carter.

Robert Carter was born at Corotoman in 1663. After the death of his elder brother he came into possession of Corotoman where he lived until his death in 1732. During his lifetime he held most of the important offices in Virginia. In 1691 he became a member of the House of Burgesses. From 1696 to 1699 he was Speaker of the House. In 1699 he became a member of the Council of Virginia and Treasurer the first six years. He was president of the Council from 1705-1711 and acting Governor 1726-1727.

As agent for the Fairfax family who held royal patent as proprietorship of North Neck Virginia lands, Carter grew wealthy by taking up lands there and elsewhere.

Carter was interested in education. He founded a scholarship at William and Mary College. Carter as "Rector of William and Mary, sustained that institution in its most trying times."

Carter was interested, also, in the religious improvement of his county. He rebuilt Christ Church, Lancaster County, at his own expense, seeing that there was a pew for himself and his family and reserving one fourth of the remaining pews for his tenants and servants. His letters are sprinkled with references to his own piety and regard for the religious education of his progeny.

Robert Carter married (1) Judith Armistead in 1688. She died in 1699. Children of this marriage were: Elizabeth Carter (1688-1734) who married (1) Nathaniel Burwell of Fair-field; and (2) Dr. George Nicholas; Judith Carter (1693-?) married Mann Page II of Rosewell in 1718; Ann Carter (1695?-?) who married Benjamin Harrison of Berkeley in 1722; and John Carter (1690-1742) of Corotoman and Shirley who married Elizabeth Hill in 1723 of Shirley.

In 1701 Carter married Mrs. Elizabeth Landon Willis (1674-1719). Children by this union were: Robert Carter (1705-1732) of Nominy Hall who married Pricilla Bladen in 1725; Charles Carter (1707-1764) of Cleve; Landon Carter (1710-?) of Sabine Hall, Mary Carter (1712-1736) who married George Braxton 1732; Lucy Carter who married Henry Fitzhugh (1) and (2) Nathaniel Harrison of Brandon, George Carter (1709-?) unmarried; Ludlow Carter (1714-?) unmarried and Sarah Carter (1711-?) unmarried.

Carter was interred in a handsome tomb just outside Christ Church, Lancaster County in August, 1732. The epitaph is in Latin. The English translation follows:

"HERE LIES

Robert Carter, Esq., an honorable man, who exalted his high birth by noble endowments and pure morals. He sustained the College of William and Mary in the most trying times.

HE WAS GOVERNOR,

Speaker of the House, and Treasurer under the most serene Princes, William, Anne, George the 1st and 2nd. Elected Speaker by the Public Assembly for six years and Governor for more than a year, he equally upheld the regal dignity and public freedom. Possessed of ample wealth, honorably acquired, he built and endowed, at his own expense, this sacred edifice, a lasting monument of his piety to God. Entertaining his friendships with kindness, he was neither a prodigal nor a

thrifty host. His first wife was Judith, daughter of John Armistead, Esq., his second Betty, a descendant of the noble family of the Landons, by whom he had many children, on whose education he expended a considerable portion of his property.

At length, full of honor and years, having discharged all the duties of an exemplary life, he departed from this world on the 4th day of August 1732, in the 69th year of his age. The wretched, the widowed, and the orphans, bereaved of their comfort, protector and father, alike lament his loss."

Sources used in compiling this sketch:

The First Gentleman of Virginia by Louis B. Wright (1940)

Robert Carter of Nomini Hall by Louis Morton (1945)

Colonial Families of the Southern States of America by Stella P. Hardy (1958)

Some Colonial Mansions, by Thomas A. Glenn, I, p. 232.

WILLIAM NELSON (1711-1772)

William Nelson, son of Thomas Nelson (Scotch Tom) and Margaret Reid was born in 1711 at Yorktown and died there November 19, 1772. He was interred in the Grace Church graveyard in Yorktown.

He married in February, 1738 Elizabeth, daughter of Nathaniel Burwell of Fairfield and Elizabeth Carter Burwell. Their children were: Thomas Nelson, signer of the Declaration of Independence (born 1738, died 1789), married Lucy Grymes; Dr. Nathaniel Nelson (1745-?), married Jane Page of North End; Col. Hugh Nelson (1750-1800) married Judith Page of North End in 1775; Robert Nelson (ca. 1752-?) married Mary 1777 and (2) Susan, daughter of Speaker John Robinson; Judge William Nelson (1754-1813) married (1) Miss Taliaferro, and (2) Abby Byrd of Westover; and Elizabeth Nelson who married Capt. Thompson.

Nelson was known as "President Nelson" as he was President of the Council, and acting President of the Colony following the change of administrations from October 15, 1770 to August, 1771.

His will was recorded at York County Court office, Yorktown, December 21, 1772.

Sources:

Genealogy of the Page Family of Virginia by Richard Channing Moore Page (1893)

The Founding and Development of Yorktown, Virginia 1691-1781, by Edward Miles Riley. Thesis as part of Doctorate (1942).

CAPTAIN THOMAS LILLY

Thomas Lilly, a sea captain, bought a lot in Yorktown in 1770. He had married Lucy, daughter of Carter Burwell. Here he lived until he was driven out by Cornwallis's forces in 1781. His claims for damages and destruction of his house was filed in "Claims for Losses of York County Citizens in British Invasion of 1781, claim #76." Lilly's daughter, Elizabeth, married William Robinson, son of John Robinson.

In 1783 Thomas Lilly and wife conveyed the lot in Yorktown to Allen Jones. In 1784 Lilly mortgaged his negroes to Nathaniel Burwell.

Sources:

Virginia Magazine of History and Biography. vol. 18, p. 229.

Tyler's *QUARTERLY Magazine*. vol. 6, p. 209.

The Founding and Development of Yorktown, Virginia, 1691-1781. by Edward Miles Riley (1942).

York County Records, Deeds 6, p. 231.

The Reverend JAMES MAURY FONTAINE

James Maury Fontaine was the son of the Reverend Francis Fontaine and Susannah Brush Fontaine. His father was minister of York-Hampton Parish and a teacher at William and Mary College.

James Maury Fontaine married Alice Burwell, daughter of Carter Burwell in 1771. She died in December, 1775, Ware Glebe, Gloucester County.

Letters in the Berkeley Papers from James Maury Fontaine to Edmund Berkeley in 1776 refer to Nathaniel Burwell wanting him to meet him in Williamsburg concerning the will of Carter Burwell.

Sources:

Berkeley papers, University of Virginia (M-62-4 CWI).

York County Records, Wills & Inventories #20, p. 1771 Estate of Rev^d Francis Fontaine 1750.

The Virginia Gazette. Purdie & Dixon, December 26, 1771 and Dixon, December 23, 1775.

The Reverend JOHN BRACKEN

Born in England 1745, John Bracken came to Virginia and was Rector at Bruton Parish from 1773-1818; President of William and Mary College 1812-1814; Master of the Grammar School at William and Mary College 1775-1779. From 1780-1783 Bracken had his own school in Williamsburg.

He married in September, 1776 Sarah Burwell, daughter of Carter Burwell, decd.

He owned several houses in Williamsburg: The Allen-Byrd House and lots to the east which included the Chiswell House and the Bracken House.

Bracken died in 1818. He was interred at Carter's Grove. There is no marker to him there.

Sources:

House History of Allen Byrd House (Research Department).

House History of Chiswell-Bucktrout House (Research Department).

Ledger of Humphrey Harwood (Archives, CWI).

[*The Virginia Gazette*](#). Purdie, ed., Sept. 13, 1776.

Dr. SAMUEL GRIFFIN

"Mrs. Judith Burwell Griffin, daughter of Carter Burwell decd., died 1769." *The Gazette* did not mention her husband's name, but she was married to Dr. Samuel Griffin. She was born in 1744.

Sources:

Berkeley Papers (M-62-4 CWI)

[*Virginia Gazette*](#), Rind, ed., November 30, 1769.

EDMUND BERKELEY II of Barn Elms

Edmund Berkeley born 1730; died 1784; married (1) Judith Randolph and (2) Mary Burwell, daughter of Carter Burwell in 1768. She died in 1796.

Source:

Berkeley Papers, University of Virginia, (M-62-4 CWI).

Excerpt from

Tyler's Virginia Biography (New York 1915), Vol. III, pp. 348-349

Booth, Edward Gilliam, son of Edwin G. Booth, and Sally Tanner Jones, his wife, was born in Nottoway county, Virginia, February 27, 1791. He attended Wingfield Academy, Dinwiddie county, Virginia, and was prepared for college by David Comfort, a Princeton graduate; attended Hampden-Sidney College two years, and afterward spent part of a session at the University of Virginia. He then went to the University of Pennsylvania, and in 1861 graduated Doctor of Medicine; enlisted in the Confederate army, Nottoway cavalry, and was at the Battle of Big Bethel; commissioned assistant surgeon in the Confederate navy and was one month on the gunboat *Beaufort*, commanded by Lieutenant William Harwar Parker. Ordered to report to Admiral Buchanan at Mobile; he was surgeon on the *Selma*, and participated in the battle of Mobile Bay, in which after a fierce fight, against great odds, the Confederate fleet was defeated, and Dr. Booth, with Admiral Buchanan and other officers, taken prisoners. They were taken to Pensacola and treated very kindly. Dr. Booth was released on parole. He was exchanged and reported to Commodore Farrand, and not long after this the war came to a conclusion. After the war he paid a visit to Europe, and on his return resided at his old home, "Shenstone," in Nottoway county, removing about 1886 to "Carter's Grove," James City county. Dr. Booth's youngest brother, A. J. Booth, was killed at Mount Jackson, while a member of the Third Virginia Cavalry. Dr. Booth married, in 1870, Clara H. Thomson, of Jefferson county, West Virginia, whose brother, the young and gallant Major James W. Thomson, of Stuart's Lighthouse Artillery, was killed near Farmville, Virginia, the day before the surrender at Appomattox.

Appendix 11

[Carter's Grove \(river side\) 1888-1906](#)

[Carter's Grove \(land side\) c. 1900](#)

[Carter's Grove Hall, c. 1888-1907](#)

[Carter's Grove \(river side\) 1907-1910](#)

[Carter's Grove \(second floor doorway\) 1907-1910](#)

[Approach to Carter's Grove, c. 1926](#)

[Carter's Grove \(land side\) c. 1926](#)

[Carter's Grove Entrance Hall, 1964](#)

[Carter's Grove West Drawing Room "The Refusal Room" 1964](#)

CARTER'S GROVE 1888-1906 [No Image]

Source: Valentine Museum: Cook Collection

CARTER'S GROVE (land side) c. 1900 [No Image]

Source: Valentine Museum: Lancaster Collection # 54

CARTER'S GROVE HALL, c. 1888-1907 [No Image]

Source: Valentine Museum: Cook Collection

CARTER'S GROVE (river side) 1907-1910 [No Image]

Source: Valentine Museum: Cook Collection

CARTER'S GROVE (second floor doorway) 1907-1910 [No Image]

Source: Valentine Museum: Cook Collection

APPROACH TO CARTER'S GROVE, c. 1926 [No Image]

Source: Colonial Williamsburg, Inc.

CARTER'S GROVE (land side) c. 1926 [No Image]

Source: Colonial Williamsburg, Inc.

(Photograph made by Metropolitan Engraving Company, Richmond, Virginia)

CARTER'S GROVE

Entrance Hall

Source: Colonial Williamsburg, Inc. [No Image]

1964

CARTER's GROVE

West Drawing Room

"The Refusal Room"

Source: Colonial Williamsburg, Inc. [No Image]

1964

~~Illustration~~ Appendix #12

NOTES ON

MERCHANT'S HUNDRED PARISH

Virginia Colonial Abstracts by The Rev. Lindsay O. Duvall Vol. IV, Series II, James City County 1634-1904: p. 47 Foreign Business & Inquisitions, 1665-1676, Ms. 1 vol. Inquisitions of James City County. p. 68

"James City County Inquisition, 20 Dec. 1666, before Miles Cary, 11 Dec. 1666, etc, John Turner, at the time of his death, was seized of a pcel of land of 30 or 40 acres in M'chants hundred parish in James City County, formerly purchased of Richard Barnhouse; John Turner left 2 sons behind him, John & George Turner, which are since dead in their minority; sd John Turner made no will & there is no heir."

Ibid ., p. 50Land Patent Book for James City County. Book 6. p. 208

"Mihill Gowree, 30 or 40 acres, scituate [1668] in Mchants hundred parrish, James Citty Co. formerly belonging to John Turner, & by him purchased of Capt. Richard Barnehouse and lately found to escheat, and by a Jury for sd. County under hand and seale of Coll. Miles Carey, 20 Dec. 1666 & now granted to sd. Gowree 8 Feb. 1668."

William and Mary Quarterly, Vol. 14, pp. 124-125, series 1. "Will of Benjamin Reade of York County October 18, 1692; proved Jany

...niece Elizabeth Chisman, daughter of Capt. Thom^s Chisman all the receipts of my land I rent of George Gill in Merchants Hundred, James City County, now in the possession of William Woodland, who is to pay 500 lbs. of sweet scented tobacco & caske per year, a lease of which sd land is in the custody of Mr. John Morse at Skiffe's Creek..."

Virginia Magazine of History , Vol. 11, p. 312.

"...Charles Barham late of Merchants Hundred, decd. (1690/91)..."

William and Mary Quarterly, Vol. 8, Series 2, p. 124. "...Thomas Montfort of York and Merchants Hundred, James City County."

1704. [Montfort held large acreage in James City County.]

Executive Journals Council Colonial Virginia, Vol. III, p. 316. "1712 June 10th:

[...Yorkhampton & Merchant's hundred parishes ordered consolidated.]

Calendar of Virginia State Papers, Vol. I, p. 190. "1717 August 5th:

The Petition of Robert Hubbard of Warwick County, for Warrant to enquire into the Escheate of the lands of W^m Bedford late of the Parish of Merchants Hundred in James City County, who died without heirs &c. &c."

Virginia Colonial Abstracts, Vol. IV, series II, p. 93. "James City County

Land Grant Book 10, p. 461 [1717] - [50 acres in parish of Merchants Hundred James City County formerly Edward Ridley's granted to Francis Moreland near Sanders Marsh & the branch of Keith's Creek.]

NOTES ON

MARTIN'S HUNDRED PARISH

Parish Lines Diocese of Southwestern Virginia by Chas. Francis Cocke (1960) p. 116.

"Middle Plantation combined with Harrop Parish in James City County to form Middletown Parish. In 1674 Middletown and Marston Parishes were united to form the present Bruton Parish. In 1706 York and Hampton Parishes were combined into Yorkhampton Parish, with which Martin's Hundred Parish, in James City County, was united in 1712."

Virginia Magazine of History , Vol. 19, p. 387.

"...Martin's Hundred was named for Richard Martin, a distinguished lawyer, member of Parliament, and of the Virginia Company. It was 80,000 acres and was owned by the Society of Martin's Hundred, a subsidiary of the Virginia Company and was about seven miles below Jamestown."

Ibid. Vol. 15, p. 28.

"Martin's Hundred was 6 miles from Cheseayake." (Bland Papers: Miscellaneous Records 1621-23.)

Ibid. Vol. 6, p. 236.

"Martin's Hundred on James river extended from near Williamsburg to near Warwick river." [1623]

William and Mary Quarterly, Series 1, Vol. 3, p. 170.

"...In 1644 a parish between Archer's Hope Creek and Martin's Hundred comprising Harop and in James City, Farlow's Neck (subsequently King's Mill plantation) was created, and called Harop; but in March, 1657-58, this parish was united with Middleton Plantation and the two became known as Middleton parish."

Ibid. , Vol. 19, Series 2, p. 524.

" *The Colonial Churches of James City County, Virginia* , (1939) by George Carrington Mason

"...

It [Martin's Hundred] was founded in 1618, and was represented in the first Grand Assembly, held in the following year...It continued to send representatives to the General Assembly until counties were formed in 1634.

That there was a church in Martin's Hundred parish in 1638, if not earlier, is evident from a land grant, dated 10th October in that year, to David Monsell for two hundred fifty acres, bounded 'West upon land of Thos. Loveing in Martin's Hundred, north by a ridge of land whereon the Church standeth,... and south upon Keith's Creek.' The site of this early church is known and has recently been visited by the writer. It lies in a grove of large old oak and walnut trees, by the edge of a field on the north side of a dirt road leading south from U. S. Route 60, about three fourths of a mile west of Skiff's Creek (originally Keith's Creek) reservoir. Bishop Meade was able to locate the site by the presence of a tombstone recording the burial of Dr. Samuel Pond of Martin's Hundred parish in 1694,

and this stone is still there.

...The impoverished state of Martin's Hundred is shown by the report of its church wardens to the general court of Virginia in 1700, that the parish then had only ninety 'tithables,' or persons subject to tax, 'no glebe, nor other gifts for pious use, only one silver bowl for a Communion Cupp...as alsoe a silver bason, given for the use of the p'ish to Christen Children in.'

The rapid progress of early settlement in James City county is reflected in an act of February, 1644/5, creating an additional parish in the section between Martin's Hundred and Jamestown. This act provides 'by the consent of Mr. Thos. Hampton rector of James City parish, that the inhabitants of the east side of Archer's hope creeke to the head thereof, and down to Warehams ponds, should be a distinct parish of themselves,' with the privilege of uniting with Martin's Hundred parish, if they saw fit. Archer's Hope creek is now known as College Creek, and Wareham's 1 ponds have been identified with two former ponds west of Carter's Grove plantation, at the head of a small stream still known as Werrum's run. This new parish was named Harrop by an act of March, 1645/6 after the plantation of that name, originally patented by Dr. John Pott in 1631, and a church was probably built for it, but we have no record of its site. Harrop was combined with Middle Plantation parish, lying in both York and James City counties, to form the new parish of Middletown, by act of assembly of 1st April, 1658, and Middletown, in 1674, was united with Marston parish in York county to form Bruton parish..."

1. Mr. Mason states: "Warham's ponds have been identified with two former ponds west of Carter's Grove plantation, at the head of a small stream still known as Werrum's Run."

In 1632/3 John Wareham was Burgess representing Harrop and Martin's Hundred. (Hening, *Statutes* ...Vol. I, p. 203.)

Calendar of Virginia State Papers, Vol. I, p. 72: [Returns of the Vestry of Martin's Hundred Parish to James City County Court Sept. 7th 1700] [Bounds of Martin's Hundred Parish]

"In persuance off an order of Court, bearing date the seavent [sic] day of August, 1700, to us, ye Vestry of Martin's Hundred P'ish, in w^h, Amonge other things, wee are to give an account of y^e bounds of above s^d p'ish, w^h is a ffolloweth, viz: Beginning at y^e mouth of y^e mouth of K— Creeke, and so up y^e maine branch of y^e s^d Creeke, until it come at York R Road, near John Eatons, and ffrom thence alonge y^e Cart Roade until it comes beyonde y^e ffrench ordinary, neare Tho^s Quarles' Plantation, and ffrom y^e s^d Plantation to y^e mouth of Wearum's run, ¹and from thence down y^e River to y^e mouth of y^e Creeke, where it began...[Thomas Mountffoart had taken lists of tithables in 1699] wee wear in all, 91 w^h pay to publicke, and butt 90 to y^e parish,... and as for Gleabe or Gleabes, wee have none, nor other gifts for any pious use, only one silver bowl for a Communion Cup, being given to Church by one John Banbury, as allsoe a silver bason, given for y^e use of the p'ish to Cristen Children in, & given by M^r Thadeus Sumner, Snr.;..."

[Reference to the ponds dividing Archer's Hope from Martin's Hundred.]

Cavaliers & Pioneers by Nugent, p. 168. Land Patent Book #2, p. 100 James City County

Mr. William Browning, 650 acres James City County, Apl. 10th 1646,

"Within the limits of Archer's Hope, E. upon the Ponds dividing this land from Martins Hundred. 400 acs formerly granted unto George Sandis, ¹by patent 4 Dec. 1624, and by him sold to Edward Grindall [whose heirs in England sold to John Browning, father of s^d William.] 250 acres formerly granted John Jefferson in 1619, after granted John Uti by order of court, Oct. 16, 1628, & by s^d Uti by a valuable consideration sold unto s^d John Browning Nov. 27, 1629, unto all of which s^d William is now heir apparent by descent from the s^d John."

See also: "A Record of the Bray Family 1658 - ca. 1800," by Mary A. Stephenson, 1963, Research Department, CWI.

Illustration Appendix #13

NOTES RELATING TO FRENCH ORDINARY

1622	French Ordinary given as a boundary for William Barber's 596 acres, York County. (Nugent's <i>Cavaliers and Pioneers</i> , p. 318 and 480.)
1680	William Whittacre granted 400 acres, James City County and part of York for transportation of 8 persons. (Land Patent Book #7, p. 25, Virginia State Library.)
	William Whitaker came into French Ordinary via marriage to Agnes, the widow Reader. [Andrew Reader.] Reader leased it to York County for a courthouse in 1680. Used thus until 1698. (Tyler's <i>Quarterly</i> , I, p. 255.)
1686	Joseph Ring bought French Ordinary via Whitaker—35 acres. (Ibid., p. 256.)
1698	Joseph Ring bequeathed "my land & housing thereon, called by y ^e name of french Ordinary" to his son, Joseph Ring. (William and Mary Quarterly, series 1, Vol. 6, p. 149.)

1700	French Ordinary is given as bounds of Martin's Hundred Parish: In persuance off an order of Court, bearing date the seavent[h] day of August, 1700, to us, y ^e Vestry of Martin's Hundred P'ish, in w ^h , Amonge other things, wee are to give an account of y ^e bounds of above s ^d p"ish, w ^h is a ffolloweth, viz: Beginning at y ^e mouth of K— Creeke, and so up y ^e maine branch of y ^e s ^d Creeke, until it come at York Road, near John Eatons, and ffrom thence alonge y ^e Cart Roade until it comes...beyond Y ^e fFrench ordinary, near Tho ^s Quarles' Plantation, and ffrom y ^e s ^d Plantation to y ^e mouth cf Wearum's run, and from thence down y ^e River to y ^e mouth of y ^e Creeke, where it began... (<i>Calendar of Virginia State Papers</i> , Vol. I, p. 72.)
	French Ordinary noted in deed from Alexander Walker, Jr., Elizabeth Freeman and Stephen Pettus to James Bray, October 4, 1700: ...All those tracts or lands called or known by the name or names of Littletown and Utopia Containing...1280 acres more or less lyeing and being on the North side of James River in Bruton and Harrup parrish in or Neer martins hundred in James City County Bounded Vis ^t -Easterly by a small branch of James River call'd Warehams River which devides these Lands ffrom the Land of M ^r William Whitaker And Westerly by a Line of old marck's trees That begins at an old marckt Locus Standing upon the bank of James River near Harrup house which runs North Easterly cross the head of a small Branch into the woods and devides These bargained premisses ffrom the Land Late of Coll Higginson known by the name of Harrups as afores ^d And Southerly by The Main River, And Northerly into the woods Cross the Main Road which goes from Middle Plantation towards the fFrench ordinary to the Lands of Thomas Buck & the Land Late of Harrison or Cumins ¹ untill It Include the quantity above mentioned as also one other Tract...Called burnt ordinary...in New Kent... (Original Deed at Virginia State Library Archives, Acc. No. 24881; photostat CWI.)
	French Ordinary mentioned in deed from John Tullitt to Lewis Burwell: ...tract in York County southside of the head of Kin's brook of 200 acres bounded thus: Beginning at a Locust Post a corner of Hugh Norvells close by the great Road that leads from french ordinary to Williamsburgh and near the entrance into Farlors Neck path and N W 78 degrees 45' 240 poles to a red oak, thence S 100 poles near Polinses Corner white Oak and then hear head of Cattail Swamp then SE 80 degrees 68 poles SE 84 degrees 30 poles NE 23 degrees 92 poles up a run & branch NW 13 degrees 48 poles to white oak then N 56 poles...to a spring of William Sedgwicks Plantation thence to the beginning. (York County Records, Deeds & Bonds, I, p. 280.)
1717	Joseph Ring [Jr.] sold French Ordinary—40 acres on the road that leads into Merchant's (Martin's) Hundred to Joseph Walker. May 7, 1717. ...all that Tract or parcel of Land scituate lying, & being in York County afors ^d commonly called & known by y ^e Name of fFrench Ordinary & now in y ^e tenor & Occupation of Andrew Lester containing 40 acres...and bounded W by Tho. Buck, N by Jos. Walker which he lately bt. of Mary Bass, E by Th. Wade & S by Road that leads into Merchants Hundred... (York County Records, Deeds 3, p. 199.)
1723	Matthew Walker's will (1723) bequeathed French Ordinary to his daughter, Judith Walker [married Banks]. It was stated that French Ordinary was at the head of Black Swamp. ¹ (<i>William and Mary Quarterly</i> , series 1, Vol.6, p. 151.)
1745	Carter Burwell had a Quarter at Black Swamp. (Burwell Papers, see: Illustration #5, Carter's Grove report.)
1823	William Duncan to John Goodall: \$400; land on French Ordinary Road near Richard Hansford—[same as Carter Burwell to Isaac Duncan—in tax accounts.] (York County Records, Deeds 10, p. 41.)
1869	T. J. Stratton to Fanny Choles—French Ordinary or Saw Mill tract. (See: Chapter X, Carter's Grove report.)
1881	Wynne's heirs to Alfred C. Neckle, Deed of Trust, French Ordinary and Red House tracts. (See: Illustration 14, Chancery Suit.)
1884	Neckle to Bennett—329 acress—French Ordinary [Saw Mill tract] and Red House tracts. (See: Illustration #14.)

NOTES ON HALF WAY HOUSE, YORK COUNTY

1678	York County Court was held at house of Thomas Hansford at the head of Felgate's Creek. (Tyler's <i>Quarterly Magazine</i> , I, p. 254.)
1680	York County Court was held at French Ordinary which was near Half Way House. York County continued to use French Ordinary as courthouse until 1698.(Ibid. p. 255.)
1781	Thomas Wild at Halfway House—loss from British invasion —£225. 14.9. (<i>Calendar of Virginia State Papers</i> , I, 562, and York County Petitions.)
1795	William Kirby—½ interest in 250 acres, Halfway House. (York County records, Deeds 7, p. 132.)
1797	Mallory Todd to Edward Griffin 90 acres Halfway House. (Ibid. pp. 24-, 244.)
1838	Saml. Shield to Benjamin Hansford 190 acres Halfway House. (York County Records, Deeds 12, p. 260.)
1850	Richard Gilliam to — Kimbrough 73 ¼ acres Halfway House. (Ibid. Deeds 15, p. 71.)
1855	Kimbrough to James Kirby Sr. Halfway House. (Ibid. Deeds 16, p. 35.)

NOTES ON CHISKIACK PARISH, YORK COUNTY

(spelled also: Kickeyacke, Chiskeiack, Kiskiack and Cheesecake)

1632	Kickiack Borough, Captain Martian, Burgess. (Tyler's <i>Quarterly Magazine</i> , I, p. 238)
------	---

1635	George Keth, Clarke & Pastor of Kiskiake, 850 acres, Chas. River County, 29 July 1635. NE on Cheesemans Creek... (Nugent's <i>Cavaliers and Pioneers</i> , p. 29 from Patent Book L, pt 1)
1640	Rev. William Caynehoove of Checkeack, cleark, to Thomas Scarlett 50 acres lease for 13 yrs. Cheskeack Parish adjoins Utyes Creek & NW on land of John Dennitt now in possession of Wm. Barbar. (<i>Virginia Colonial Abstracts</i> , Vol. 24, p.85)
1642	Anthony Panton, minister. York & Chiskiake. (Tyler, I, p. 242)
1648	Thos. Bourne—200 acres, York Co. in Chiskyake Parish, near head of Chiskyake Creek. (Nugent, p. 178)
1700	Chiskiack Church, the second one, built of brick on Felgate's Creek—5 miles from Williamsburg. (<i>Executive Journal Council of Colonial Virginia</i> , III, p. 316)
1740	Robert Gooding was paid £1.6.0 for putting pillars to Chiscake Church. (Tyler's <i>Quarterly Magazine</i> , II, p. 205.)
1800	George C. Mason stated that Chiskiack Church was abandoned in the early 1800's. (Mason's <i>Colonial Churches of Tidewater Virginia</i> , p. 229.)
1825	Chickiack Church was used by Cambellite Baptist organization. (Ibid.)
1833	Baptist were locked out by Episcopalians who owned Chickiack Church. (Ibid.)
1843	Deed: John H. Charles to M. Bowers near Cheesecake Church. (York County Deeds 13, p. 485.)
1860-65	Cheesecake Church torn down to furnish bricks for Federal officers. (Mason, p. 229.)
1863	Campaigne Maps Army of the Potomac Map N ^o 1 Yorktown to Williamsburg prepared by command of Maj Gen George McClellan, U.S.A. in September, 1862 shows Church. (See: Illustration #20 for map.)
1874	Plat of Carter's Grove and adjoining acreage shows "Cheese Cake Road" leading north from the highway from Williamsburg to Yorktown and shows site of the church. (See: Illustration #20 for plat.)
1893	Dr. Tyler stated that the ruins of Chiskiack Church were near Half Way House. (Tyler, I, p. 238.)
	George Carrington Mason located the foundations of 60' by 30' filled with unmarked graves in the Navy Mine Depot grounds. (Mason, p. 229.)

NOTES RELATING TO CHEESECAKE PLANTATION, BURWELL'S MILL AND ADJOINING TRACTS, YORK COUNTY

William Nelson (President of the Council and Acting Governor) married Elizabeth Burwell, a sister of Carter Burwell. He died in 1772 leaving a will in which he bequeathed his wife during her lifetime a plantation called Cheesecake and at her death it would descent to his son, Hugh Nelson. An excerpt from the will follows:

...I further give to my dear wife, during her natural life, the use and profits of my Plantation in Warwick and James City Counties, commonly called Cheesecake Plantation, with the Use of the Slaves and Stocks of every kind thereto belonging, and after her decease, I give and devise the said lands, slaves and stocks and every thing else belonging thereto, to my son Hugh and his heirs forever... ¹

Hugh Nelson's will, written 1790 and recorded 1799 left all his estate in the hands of his wife, Judith Nelson. ²

In 1812 Judith Nelson, widow of Hugh Nelson, for the consideration of £475 deeded a tract of land which her husband Hugh Nelson had owned—which land was adjoining Secretary Nelson's land, William Wynne's William Nelson's, and Abraham's and the Mills Pond—all in York County. ³

The mention of Abraham's and Mill Pond and Wynne's seems to locate the land with the Quarters in York County once owned by Carter Burwell. Abraham's Quarter was noted in 1743-1745 by Carter Burwell in his Ledger and Day Book. ¹Also, the plat made in 1874 for Young B. Choles, owner of Carter's Grove at that time, shows the property of William Wynne as across the road to the north from Carter's Grove and to the east of Cheesecake Church Road and the old Church. ²All of this land lay in York County.

On Kearney's Map of the Yorktown-Williamsburg area 1781, Burwell's Mill is shown to the west of Black Swamp and to the north of the road leading by Carter's Grove to Yorktown and Warwick County. This mill was owned by the Wynne family as late as 1883. ³

Burwell's Mill as cited above most probably was the same mill built by Nathaniel Burwell in 1772. William Nelson writing to Samuel Athawes, London, ordered stones for Burwell:

Virginia Jany 6th 1772

...

M^r Burwell, who is about building a Mill, that is likely to be useful & profitable to him, hath desired Me to write to you for 2 pair of best Cologn Millstones 4 feet Diameter, & 12 or 13 Inches thick ...They are to be charged to his private Account not

to the Estate... ¹

In the Day Book of Nathaniel Burwell 1780-1790's there are many references to whisky sold by Burwell to local people and to Williamsburg people. Gabriel Maupin, Samuel Beale and John M. Galt were among the list of people from Williamsburg who bought whisky in quantities from Burwell. Beale was a large farmer and merchant, Maupin was tavern keeper and John M. Galt, a physician. Some of this whisky was made on Burwell's place and some was brought from Frederick County, Burwell's plantation there. ²

From a contract of Burwell's in 1810 to follow, it is clear that Burwell had a distillery at the same site of his Mill. The location is noted as "near the Stage road and old Brick Kiln taking in the boiling Spring." The Mill and the Distillery was leased for seven years to John Ellis and Richard Whitfield of Williamsburg:

June 13, 1810; Recorded June 18, 1810

...bounded to wit beginning at a small black walnut in the Mill Race from Thence up a Valley to a blazed pine from Thence to a white oak from thence across the stage Road to an old Brick Kiln ¹taking in the boiling Spring; from the Brick Kiln taking in a small Thicket of pines to the Mill pond, thence along the pond so as to take in the Houses and distillery, with all the waters above and below the said Mill also all and singular the ways... together with the Use of the utensils and goods mentioned in the schedule hereto annexed... from June 1 last past for seven years Thence the s^d Ellis & Whitfield paying \$250 p^r Annum viz ^t[terme given] s^d Ellis & Whitfield to put Mill & Distillery in complete repair by furnishing one pair of Stones proper and necessary for the said Mill, making a pair of flood gates to the east side of the said Pond and doing all other proper and necessary Repairs so as to put her in order for Manufacturing and grist Mill... [repairs to begin in 30 days and be completed in 12 months.]...

Thomas Sands & Randolph Roper being Called on the 13th day of June have Valued the following Property at Col^o Nathaniel Burwell's Mill as follows: 1 Pair of Burr stones about 13 Inches Thick— £33.0.0 1 large Screw and bole—5.5.-, 1 Wheat Screen about 6 ½ feet Long—12.0.0, 4 Stills 1 of 80 1 of 60 & 2 of 120 Gallons, 2 of which want a Key—60.-.-, 168 lbs of Iron—2.16.-, 1 Crow bar and hammer—1.12.6 and Scales & weights of 277 lb^s —11.10.0 [Total] £119.3.6. ²

In 1828-1829 the heirs of Nathaniel Burwell of Clarke County and formerly of Carter's Grove sold their lands in York County formerly belonging to the estate of Nathaniel Burwell to Thomas Hugh Nelson Burwell, one of the sons.

Excerpts of these sales are given below:

JAMES HAY and ELIZA, his wife to THOMAS H. N. BURWELL

October 7, 1828; recorded Jan. 14, 1829 Consideration: \$1067

A tract of land known as M of 355 2/3 acres being a part of 3265 3/4 acres belonging to the estate of Nathaniel Burwell Dec^d, and lying in York County which was surveyed agreeable to an order of the Chancery Court of Winchester dated Dec^r the 20th 1827 by Tho^s Bagby S. G. C. and apportioned to the said James Hay & Eliza his wife as part of said large tract by William McCandlish, Rob. P. Waller & Robert McCandlish appointed by the order of Chancery above referred to and by the decree of said court allotted and assigned in severalty to the said Eliza as her share of said tract of land as one of the legatees and devisees of the late Nathaniel Burwell deceased...forever. ¹

GEORGE H. BURWELL and ISABELLA to THOMAS H. BURWELL

December 29, 1828; Recorded Jan. 11, 1829 Consideration: \$1067

A tract of land...said lot is the lot drawn by the said George H. Burwell in the division of the landed estate of his father the late Col. Nath^l Burwell in York County and known as Provoes landing...forever. ²

PHILIP BURWELL and SUSAN OF FREDERICK COUNTY to Thos. H. N. Burwell

November 20, 1829; Recorded Jan. 18, 1830 Consideration: \$1067

A tract designated as O of 355 2/3 acres assigned to Philip Burwell as part of Nathaniel Burwell's estate in York County... ³

NATHANIEL BURWELL and ELIZABETH OF FREDERICK COUNTY to THOS. H. N. BURWELL

Nov. 20, 1829; Recorded Jan. 18, 1830 Consideration: \$1067

...lot of land in York County and in James City County designated by the letter K on plat—239 acres and allotted by commissioners to Nathaniel Burwell from the estate of Nathaniel Burwell, decd...forever. ¹

FRANCIS B. WHITING and MARY to THOMAS H. N. BURWELL

Jan. 1, 1829; Recorded Nov. 16, 1829 Consideration: \$1067

...lot of land York County allotted to Mary, one of the children of Nathaniel Burwell, decd. by the Commissioners...forever.
[2](#)

ROBERT C. RANDOLPH OF FREDERICK COUNTY, residuary legatee of Nathaniel Burwell of sd county, decd. to THOMAS H. N. BURWELL of Frederick County

Dec. 27, 1828; Recorded Jan. 14, 1829 Consideration: \$1067

...two lots of land, York County—lots marked *B* on plat in Winchester Superior Court of Chancery in a suit between James Hay plts vs exors. of Nathaniel Burwell...60 acres and 22 ¼ acres joining the buildings at New Quarter...forever. [3](#)

MARIA M. BURWELL, widow of Lewis Burwell, representing his children and self to THOMAS H. BURWELL

Nov. 25, 1836; Recorded Feb. 20, 1837 Consideration:

...tract in York County allotted to Lewis Burwell by Commissioners of the estate of Nathaniel Burwell, designated by the letter C ... [4](#)

THOMAS H. BURWELL, York County to HENRY EDLOE, Williamsburg

Jan. 29, 1835; Recorded April 20, 1835 Consideration: \$1600

...Mill, Mill site, Pond race called Burwell's Mill on the Main road from Williamsburg to Yorktown—20 to 25 acres adjoining the Mill House and bounded as follows: East by Susan Tinney, South by pond, West by the land of Philip L. C. Burwell and North...to the beginning...
[Edloe had leased it before 1835.] [1](#)

THOMAS H. BURWELL, Clarke County to ALLEN DAVIS, Warwick County

June 28, 1839; Recorded July 15, 1839 Consideration: \$2500

...a tract in York County called Mill Quarter of 265 acres...bounded S by the stage road leading from Williamsburg to York, W by road leading from stage road to King's Creek on the N by a straight line running S 64 ½ degrees to King's Creek thence up creek to the swamp thence up east bank of swamp S 15 ½ degrees to a tree at corner of Scervant Jones Mill lot thence along line to the stage road... [2](#)

HENRY EDLOW to SCERVANT JONES

March 17, 1838; Recorded Mch 19, 1838 Consideration: \$2500

Burwell's Mill, mill pond, race etc— 20 to 25 acres adj Mill House. [3](#)

ALLEN DAVIS to RICHARD H. WHITAKER

Aug. 12, 1842; Recorded Jan. 17, 1843 Consideration: \$2700

...a tract called Mill Quarter of 265 acres... [4](#)

PHILIP L. C. BURWELL of Frederick County to SCERVANT JONES

Jan. 1843

Consideration: \$3717

[Deed of Trust, Burwell's Mill, York County, pond and land attached.] [1](#)

SCERVANT JONES and THOS. NEWMAN to ROBERT SAUNDERS

Aug. 8, 1843

Consideration: \$2000

Burwell's Mill and Mill site which was sold by Thos. H. Burwell to Henry Edloe and by H. Edloe sold to Scervant Jones—
just off stage road from Williamsburg to Yorktown... [2](#)

~~Illustration~~ Appendix #14

[1861]

THIS DEED made the 16th day of February A. D. 1861. between Lewis Ellison and E. W. Ellison his Wife, of the County of James City State of Virginia of the One part and John H. Lee of Said County & State of the Other part: Witnesseth that the Said Lewis Ellison & E. W. Ellison his wife in consideration of the sum of four thousand five hundred dollars to grant unto the said John H. Lee all that portion of the farm called the " Grove " containing three hundred & twenty one acres, bounded on the north by the public road leading from Williamsburg to the "Grove" East by the road leading from Said public road to the "Grove Wharf" to a mulberry tree, thence to James River, South by James River, West by Welhan's run up to that part of the Grove land called " *BROWNE'S* ". Thence along the line of said land called Brownes to the Said public road from Williamsburg.

And the Said Lewis Ellison doth covenant with the Said John H. Lee to Warrant generally the property hereby conveyed.

Witness the following Signatures & Seals

Lewis Ellison (Seal)

E. W. Ellison (Seal)

[Recorded in James City County Court Clerk's office April 27, 1861.]

James City County and City of Williamsburg Court Records, Deed Book 1, page 480.

[1861]

THIS DEED made the 23rd day of March A. D. 1861. between Lewis Ellison and E. W. Ellison his Wife of the County of James City State of Virginia of the one part and William B. Wynne, of the said County & State of the Other part. Witnesseth that the said Lewis Ellison and E. W. Ellison his wife, do in consideration of the sum of twelve hundred dollars grant unto the said William B. Wynne a portion of the land Known as the "Grove" lying on the left hand Side of the road leading from Williamsburg Containing Sixty acres more or less bounded on the North and West by the land of said William B. Wynne called "Helicon" South by the main Road and East by the land of Richard C. Wynne conveyed to him by the parties of the first part by deed bearing even date with these presents the Said Eastern boundary having been run & Marked by the said Wm. B. Wynne & Richard C. Wynne.

And the Said Lewis Ellison doth covenant with the said William B. Wynne to Warrant generally the property hereby conveyed.

Witness the following Signatures & Seals

Lewis Ellison (Seal)

E. W. Ellison (Seal)

[Recorded James City County Court Clerk's office April 27, 1861.]

James City County and City of Williamsburg Court Records, Deed Book 1, p. 478.

[1861]

THIS DEED made the 23rd day of March A. D. 1861 between Lewis Ellison and E. W. Ellison his Wife, of the County of James City, State of Virginia of the One part and Richard C. Wynne of the Said County & State of the Other part: Witnesseth: That the Said Lewis Ellison and E. W. Ellison his Wife in consideration of the Sum of Eight hundred dollars do grant unto the Said Richard C. Wynne a portion of the land Known as the "Grove" lying on the left hand side leading from Williamsburg containing fifty acres more or less bounded on the South by the main road, East and North by the land of Rich^d. C. Wynne and West by the land of William B. Wynne, conveyed to him by the parties of the first part, by deed, bearing even date with these presents the said Western boundary having been run & marked by the Said Richard C. Wynne and William B. Wynne.

And the said Lewis Ellison doth covenant With the Said Richard C. Wynne that he will Warrant generally the property hereby conveyed.

Witness the following Signatures & Seals.

Lewis Ellison (Seal)

E. W. Ellison (Seal)

[Recorded in James City County Court Clerk's office April 27th 1861.]

[1867]

Lewis Ellison

)

To) *Trust Deed*)

Cyrus A Branch & others

1867 May 30th acknowledged in the office by Lewis Ellison & A. R.

—

Recorded in Deed Book No. 1 & examined

(Page 131) W C Yerby C

[Note: Original deed in File Box, James City County Deeds, 1853-1900. Deed Book not in existence.]

[Note: The name "Ellison" sometimes spelled with a "y" as indicated.]

Whereas a decree was pronounced by the Circuit Court for the City of Williamsburg and County of James City on the 8th day of December in the year 1866 in a certain suit in Chancery therein depending in the name and style of Henly L Taylor vs Lewis Ellyson and others in which among other things therein mentioned and decreed it was adjudged ordered and decreed as follows- "that a lien still exists upon the plantation called the Grove excepting the portions thereof sold and conveyed to John H Lee Richard C Wynne and William B Wynne for the payment of the bonds aforesaid being the unpaid purchase money thereof"- and whereas the Court did further decree- "that the said defendant Ellyson execute and deliver to Cyrus A Branch, William S. Peachy, and John Motley a deed conveying to them in trust the said real estate Called the Grove with the exception of the respective portions thereof already referred to as having been sold and conveyed by the defendant Ellyson and wife to said John H Lee, Richard C and William B Wynne to secure the payment of the bonds aforesaid described to be payable from the said defendant Ellyson to Henly L. Taylor guardian of Edward C Nannie W and Thomas Wynne and to the said Humphrey H Wynne as special commissioner

Now therefore This Deed made on this 22nd day of February in the year 1867 and in pursuance of the decree aforesaid between Lewis Ellison of the one part and Cyrus A Branch, William S. Peachy and John Motley Trustees of the second part

Witnesseth

That the said Lewis Ellison for and in consideration of the premises and for the further consideration of five dollars to him in hand paid before the ensembling and delivery of these presents the receipt whereof is hereby acknowledged doth grant unto Cyrus A Branch William S. Peachy and John Motley Trustees all of that tract of land situate in the County of James City upon which the said Ellyson now resides, and commonly known as the " Grove " excepting and saving however such portions thereof as have heretofore been sold and conveyed to John H. Lee, Richard C. Wynne, and William B Wynne as will appear by the deeds of said Ellyson and wife of record in the Clerks office of James City County Court, and bearing date respectively

Upon Trust nevertheless and to the following intents and purposes and none other. That the said Trustees hereinbefore named shall permit the said Lewis Ellison to remain in the quiet and undisturbed possession of the premises hereinbefore granted until the said Henly L. Taylor guardian as aforesaid and the said Humphrey H Wynne special Commissioner as aforesaid shall be entitled according to law to demand payment of the debts mentioned to be payable to them in the said decree of the 8th day of December 1866, to wit a bond payable to the said Henly L. Taylor as guardian of Thomas Wynne for the sum of Twenty Two Hundred and thirty two Dollars and seventy four cents, and to the said Henly Taylor guardian of Edward C Wynne a bond in the sum of Three Thousand and Eight Hundred and thirty seven dollars and fifty two cents, and to the said Henly L Taylor guardian of Nannie W. Wynne a like bond for the like sum of Three Thousand and Eight Hundred and thirty seven Dollars and fifty two cents, all of which bonds are dated Feb 16th /61, and bear interest from the 9th day of April 1860, and to the said Humphrey H Wynne a special commissioner a bond for the sum of four thousand and three Hundred and forty seven Dollars and sixty one cents of a like date and with like interest- And if the said Lewis Ellison shall not then fully pay the principal and legal interest which may then be due and payable upon the bonds aforesaid the said Cyrus A Branch William S. Peachy and John Motley Trustees or the survivor of them shall sell the aforesaid tract of land Called the Grove as hereinbefore granted, and out of the proceeds of sale shall first pay the expenses of sale and then apply the residue thereof to the payment of the aforementioned debts described to be due and payable to Henly L. Taylor as guardian of Thomas, Edward C. and Nannie W. Wynne, and to Humphrey H Wynne as special Commissioner And if the said proceeds of sale shall be more than sufficient for said purposes shall pay our [out] the balance to the said Lewis Ellison.

But no sale shall be made under this Deed until a notice of sixty days be given by posting the same at the front door of the Court House of this County and at two other public places in said County, and if required by the said Ellison shall also be published for four weeks successively in a newspaper published in the City of Richmond or Norfolk-said sale shall be for cash, and shall be made either at the front door of the Court House of this County at public Auction on a Court day or upon the premises as to the Trustees

shall seem most Conducive to the interest of all parties.

In Testimony whereof the said Lewis Ellison has hereunto set his hand and affixed his seal on the day and in the year first hereinbefore written

Lewis Ellison (Seal)

In James City County Court Clerk's office May 30th 1867

This day the foregoing deed of Trust was acknowledged before me in the office aforesaid by Lewis Ellison a party thereto and was thereupon admitted to record.

Teste

W^m C. Yerby C

[1869]

WHEREAS Lewis Ellison in obedience to a decree pronounced by the Circuit Court for the City of Williamsburgh and County of James City on the 8th day of December in the year 1866—in a Certain suit therein depending in the Name and style of " *Henly L Taylor guardian of Thomas, Edward C and Nannie W Wynne Vs Lewis Ellyson*," did on the 30th day of May in the Year 1867. Make sign seal and deliver to Cyrus A Branch, William S. Peachy and John Motley a deed Conveying to them in Trust a Certain tract of land Situate upon James River in the County of James City and State of Virginia Generally Known by the Name of the " *Grove* " with all of its buildings improvements and Appurtenances, excepting a Certain portion sold and Conveyed by the said Lewis Ellyson previous to the late war. to one John H. Lee, and also excepting a Certain other portion sold and Conveyed by the said Ellyson at the same time to one Richard C. Wynne, and Excepting also a Certain other portion thereof sold and Conveyed, at the same time by said Ellyson to one William B. Wynne, all of which aforesaid portions and parcels are fully described in deeds respectively made by said Ellyson and of record in the Clerks office of James City Co Court, to secure to Henly L Taylor Guardian of Thomas Wynne the sum of Twenty Two hundred and Thirty Two dollars and fifty two Cents to said Taylor Guardian of Edward C Wynne, the further sum of Thirty Eight Hundred and Thirty Seven and fifty Two Cents and to the said Taylor Guardian of Nannie W Wynne the further sum of Thirty Eight hundred and Thirty seven dollars and fifty two Cents, all of said sums of money evidenced by the bonds of said Ellyson, bearing date Feby 16th /61. and Carrying interest from the 9th day of April 1860. and also to secure to Humphry H Wynne the payment of a bond executed by said Ellyson to him as special Commissioner for the sum of Forty Three hundred and forty seven dollars and sixty one Cents, bearing the same date and Carrying interest from the same date.

And whereas further a Certain Thomas G. Stratton has proposed to the aforesaid Trustee to purchase the " *GROVE* " as herein before described at private sale, and has offered for the same the sum of Fourteen Thousand Dollars, to be paid as follows. One Thousand Dollars in Cash Two Thousand Dollars at the expiration of six months from the 24th day of March 1869. Two Thousand Dollars at the Expiration of Twelve months from the said 24th day of March 1869. Four Thousand and five hundred dollars on the 1st day of April 1871. and Four Thousand and five hundred Dollars on the 1st day of April 1872.

And whereas the said Henly L Taylor Guardian as aforesaid and the said Thomas Wynne, who has lately attained to lawful age and the said Humphry H Wynne regard the aforesaid sum of Fourteen Thousand Dollars a fair and adequate price for the said " *GROVE* " Farm and are willing that the same should be sold at said price, and have therefore requested the aforesaid Trustees to dispense with a public sale of the said "GROVE" and make sale thereof privately to the said Thomas G Stratton upon the terms aforementioned—And whereas further Lewis Ellyson, upon whose petition an injunction was heretofore obtained prohibiting the aforesaid Trustees from proceeding to make sale of the said " *GROVE* " Farm, according to their public advertisement, now Consents that the said "GROVE" farm, may be sold by the aforesaid Trustees to the aforesaid Thomas G. Stratton at the price aforementioned and upon the terms of payment aforesaid. and further agrees upon the Compliance by the said Thomas G. Stratton with the terms, of his purchase of the said "GROVE" Farm as herein before set forth. to deliver to him possession of the same. NOW THEREFORE, This deed made on this 12th day of April in the Year 1869, between Cyrus A Branch, William S. Peachy. and John Motley Trustees as before mentioned (and Henly L Taylor guardian as aforesaid Thomas Wynne. Humphry H. Wynne, and Lewis Ellyson who unite in the same as testimony of their Knowledge and Approval of and Consent to all of the terms and provisions thereof) of the one part and Thomas J Stratton of the Second part.

WITNESSETH — That the aforesaid parties of the first part for and in Consideration of the sum of Fourteen Thousand Dollars to them in hand paid and secured according to the terms of purchase as herein before declared do grant unto the said party of the second part, all their right, title, interest and estate whatsoever in law or equity in and to the aforementioned tract of land Called and Known by the name of the " *GROVE* " Siteuate upon James River in the County of James City and State of Virginia, the same land whereon Lewis Ellyson now resides, together with all of the priveleges, wharves, improvements or Appurtenances thereunto in any wise belonging.

In testimony whereof all the parties of the first part including the said Henly L Taylor, Thomas Wynne, Humphry H Wynne, and Lewis Ellyson have hereunto set, their hands and Affixed their Seals on

\$1400 [sic] I.R.S.[?]

Cyrus A Branch (Seal)

Jno Motley (Seal)
W^m S Peachy (Seal)
L Ellison (Seal)
H L Taylor (Seal)
Tho^s Wynne (Seal)
H. H. Wynne (Seal)

[Recorded in James City County Court Clerks office October 30th 1869. Original delivered to Young B. Choals 8th March 1871].
C.C.Dixon D.C.]

James City County and City of Williamsburg Court Records, Deed Book 2, page 358-359.

[1817]

An abstract of the title to the estate called the Grove situate in the County of James City and now in the occupancy of Young B. Choles.

Thomas Wynne the elder purchased the "Grove" as early as the year 1835 from one Lewis Burwell. From this time down to the purchase of Lewis Ellyson [illegible] 1860 it stands charged to Wynne.

2 nd	Thomas Wynne died in the year 1854, and by his last will and testament duly recorded in the Clerks office of the County Court of James City he devised to his Exor. Ro. E. Wynne the Grove to be by him sold.
3 rd	Shortly after the death of Thomas Wynne by a proper proceeding in Chancery in the Circuit Court of the City of W ^m SBurg & County of James City the Grove was ordered to be sold by the Exor. The sale was made and Lewis Ellyson became the purchaser at the price of \$ __. This was the first purchase made by Ellyson.
4 th	About the year 1859 or 1860, Ellyson having failed to comply with the terms of his purchase - the Circuit Court of W ^m SBurg & Jas City ordered a resale - Cyrus A. Branch, Lemuel and J. Bowden, were appointed Special Commissioners to make the sale. At the sale Ellyson was allowed to repurchase in consideration of giving additional security. This additional and ample security was given and Ellyson again became the purchaser. The Commissioners executed to Ellyson a deed conveying to him in fee the Grove plantation. This action of the Commissioners was reported to the Court and by it approved and confirmed.
	Lewis Ellyson then forthwith executed to the aforesaid Commissioners, under the directions of the Court a Trust deed, reconveying to them the said "Grove" farm in trust to secure the balance of purchase money.
5 th	During the war the Deed to Ellyson by the Commissioners and the trust deed were destroyed
6 th	A Suit was shortly after the war instituted to set up said Trust deed. All necessary parties were made the Cause was matured for hearing, and a decree was pronounced on the 8 th of December 1866, selling [setting] up the lost deed to Ellyson from Cyrus A. Branch Lemuel J Bowden and William S. Peachy, Commrs and the trust deed from Ellyson to the said Branch, Bowden & Peachy as Trustees reconveying to them the "Grove" to secure the balance of unpaid purchase money. Said decree then proceeded to direct Cyrus A. Branch as Special Commissioner to re-execute and acknowledge and deliver to Lewis Ellyson a deed reconveying to him the said real estate called the Grove and directed that Lewis Ellyson should thereupon make acknowledge and deliver to Cyrus A. Branch, W ^m S Peachy and Jno Motley a deed re conveying to them in trust the said real estate called the "Grove" to secure the unpaid purchase money.
	This suit pended in the Cir. Ct. of James City & City of W ^m SBurg in the name of Taylor, Gard &c. vs Ellyson & others see papers and decree also on page 70 of Chancery order Book.
7 th	The deeds required by the foregoing decree to be executed were executed and are now of Record in the Clerks office of James City Co. Court.
8 th	Afterwards the Trustees in said Trust deed from Ellyson sold in accordance with the terms of said deed, the said real estate called the "Grove" and Thomas J. Stratton became the purchaser at the price of \$24,000. ⁰⁰
	The surviving Trustees Branch & Peachy executed a deed as they were authorized to do to the said Stratton conveying to him said real estate, and Stratton thereupon executed to them a deed reconveying to them said real estate to secure the deferred purchase money.
9 th	The purchaser Stratton made default in his payments and in pursuance of the Trust Deed, the Trustees Branch & Peachy advertised the said real estate again for sale in accordance with the terms of the Trust deed. At the sale made by them Young B Choles become the purchaser at the price of \$24080. ⁰⁰
10 th	The deed from Branch & Peachy Trustees to Stratton and from Stratton to Branch & Peachy to secure the deferred purchase money are of record in the Clerks office of Jas City & City of W ^m SBurg.
11 th	This property was purchased by Thomas Wynne, and held by him as the undisputed owner for at least 20 yrs since his death, it has been sold, beginning about 1854 at least four times as a part of his estate, and his tittle [sic] has never been questioned.

Copy Abstract The Grove V ^a

T E Hubbard Sol ^c for me

James City County and City of Williamsburg Court Records. Chancery Suits, File Box 86. 1774 November 9th. Abstract made by James F. Hubbard who had searched records for Roberts as to clear title of Carter's Grove.

[1876]

To 1

Th Hon: Ro: L. Montague Judge of the Circuit Court for the County of James City & the City of W^{ms} burg -

Humbly Complaining your complainants Stephen D. Roberts & Mary A. Roberts his wife, the latter suing by the former her husband & next friend, show unto your Honor the following case.

That they are strangers in the State of Virginia—being natives of "old England" & having lived there up to about four Years ago, when they came to this country & settled in the City of New York, bringing with them their pecuniary means, which were considerable, & all being the separate estate of Your female complt: - That about the day of Oct: 1874, one Young. B. Choles then claiming to own & residing upon the farm Called the "Grove" situate in James City County State of Virginia, applied to your complts: in the said City of New York to purchase the said farm, which then consisted of the following tracts or parcels lying close & contiguous to each other, to wit: The "Grove" proper containing about 386 acres, the "Red House" containing about 181 acres & the "Saw Mill" containing about 337 acres. The said Choles represented to your Complts: that the said farm [torn]: that it con[tained] 900 acres, with a commodious dwelling house of great value & other improvements & easements, all together worth \$100,000:00 - That he had purchased the said farm in 1869, very cheap at \$24,000:00, & the only lien upon it was a mortgage of \$13,000:00 which he owed as the balance of the purchase money due there, & recommended to your Complts. James F. Hubbard Es^{qr} Atty: at Law, who he said was familiar with the title, & would give assurance that the title to the said farm was complete. Your Complts: not knowing that he, the said Hubbard, was then the atty: for the said Choles employed him to examin into & investigate the title to the said farm. - Soon thereafter, to wit: on the 9th day of Nov^r 1874, the said Hubbard wrote to Your Complts: & enclosed an abstract of title to the said "Grove" estate, representing that the title to the same was good & perfect, if the said sum of \$13,000:00, due by the said Choles as aforesaid was paid off & discharged. Your Complts: paid the said Hubbard a fee of \$200.00 for his services which he charged them - see his receipt for the same & abstract of title herewith filed. Relying implicitly upon the representations which the said Choles & Hubbard made with regard to the value of & title to the said farm, Your female Complt: was induced to purchase that part of the said farm called the "Grove" proper, containing 387 acres as aforesaid for \$20,000:00 - the said Choles representing that it alone was worth intrinsically that sum - which was to be paid in the following manner, to wit: \$2,000:00 in Cash, \$2,000:00 with interest from date, on or before the 18th day of Apl: 1875, \$3,176.65 with interest from date, on or before the 23^d day of Nov^r 1875, \$3,176.64 with interest from date, on or before the 23^d day of Nov^r 1876, \$2,646.71 with interest on or before the 24th day of Nov^r 1878, & for the further Consideration of the Conveyance of a certain Brown Stone house & lot in the City of Brooklin, State of New York, belonging to your female Complt: valued at \$7,000.00 - The said Choles on his part, was to guarantee title to the said "Grove" proper.

Your complts: further show, that to carry out & perfect the Said agreement in all its parts, particularly to guarantee & perfect the title aforesaid, the said Atty: James F. Hubbard prepared with his own hands, & had executed the following deeds (viz) - First a deed bearing date the 24th day of Nov^r 1874, from W^m S. Peachy surviving trustee, H. L. Taylor Guardian, H. H. Wynne adm^r, Tho^s Wynne, Edward C. Wynne & Nannie W. Wynne to the Said Young B. Choles - by which it will appear, that the parties of the first part conveyed all of *their right, title & interest & estate* in & to the said *entire tract of land Called the "Grove", consisting of the three separate tracts or parcels as aforesaid*, in consideration of the said Choles paying cash \$2,000.00, & the balance of the purchase money \$8,353.29 in the following installments.... Second, a deed in trust bearing even date with the first deed, from the said Young B. Choles to W^m S. Peachy & the Said James F. Hubbard trustees, - by which it will appear that the said Young B. Choles conveyed to the said Peachy & Hubbard trustees all of the entire "Grove" estate, including the said "Grove" proper, Red House tract & "Saw mill" tract to secure the payment of the aforesaid \$8,353.29 payable in three installments aforesaid. And third, a deed of the same date of the said first & second deeds from the Said Young B. Choles & Fannie Choles his wife of the first part, the said James F. Hubbard & James S. Roberts of the second part & your complts: of the third part. By the third & last deed it will appear, that the said Choles & wife conveyed to the said James F. Hubbard & Ja^s S. Roberts trustees only the "Grove" proper, which your female complt: had purchased as aforesaid, containing 387 acres as aforesaid & bounded as follows,...for the sole benefit of your female complt:, in consideration of the \$20,000.00 aforesaid, to be paid in the following manner as aforesaid,...

...Your Complts: further show, that in consequence of the said default of the said Young B. Choles, they the said Peachy & Hubbard trustees, have advertised to sell on the 12th day of June next the said "Grove" proper purchased as aforesaid by your female complt: which would be contrary to equity and good conscience, as your female complt is an alienee for value from the said Choles & wife & the said trustees should first sell such real estate which the said Choles & wife have retained, to wit: the said "Red House"

tract & "Saw Mill" tract...

In consideration whereof & for as much as your Complt: are entirely without remedy, save by the aid of a court of equity where matters of this sort are alone cognizable - To the end, therefore, & in order that adequate justice may be done in the premises, your Complt: pray that the said Young B. Choles & Fannie Choles his wife; W^m S. Peachy & James F. Hubbard & James S. Roberts trustees aforesaid, & the said James F. Hubbard as Exo^r of Tho^s Wynne S^r De^{cd} H. L. Taylor Guardian H. H. Wynne admi^t of Tho^s Wynne S^r D^{ed}, Edward C. Wynne & Nannie W. Wynne, & the said Kate Stanard Branch inft: aforesaid, may be made parties defts: to this bill: that the adult defts: answer the same under oath, & the inft: deft: by gd: ad letem: that the said W^m S. Peachy & James F. Hubbard trustees aforesaid, their agents, servants & all others may be enjoined & restrained from selling the said "Grove" proper on the 12th day of next June, as the said two trustees propose to do: that the title to the said "Grove" proper may be made clear & perfect by the defts:, as your Complt: are purchasers of the fee simple thereof for for [sic] more than its true value, & have actually paid \$11,048.00 part of the purchase money therefor, & which is actually more than its true fee simple value, & are entitled to demand of the vendors & all others interested therein an unincumbered title, before they pay the balance of the purchase money due thereon: that the said Young B. Choles & Fannie his wife may be made to sell the said "Red House" tract & the said "Saw Mill" tract which they have retained, to pay the balance of the purchase money due by the said Young B. Choles to the Said W^m S Peachy Surviving trustee aforesaid, before the Said "Grove" proper shall be sold for the purpose: that in as much as, the whole "Grove" Estate is responsible to pay the said balance due to the said surviving trustee, which now is only about \$6,500.00. Your Honor will only require of your Complt: a nominal penalty of the injunction bond in this case - and that your Complt: may have such further relief as justice, equity & the nature of this case may require -

...

...

An injunction is awarded according to the prayer of the pltf: bill restraining W^m S. Peachy & James F. Hubbard trustees their agents & all others from selling the farm called the "Grove" proper mentioned in the Bill until the further order of the court. But the pltf: are not to have the benefit of this order until they or some one for them shall execute before the Clerk of the Circuit Court for the County of James City & the City of W^{ms} burg in his office a bond with good security in the penalty of \$250. , conditioned to pay all such costs as may be awarded, & all such damages as shall be incurred in case this injunction be dissolved.

R. L. Henley County Judge of James City, York &c

To the Clerk of this Circuit Court
of the County of James City & City of
Williamsburg Va
May 26th 1876

[1877]

This Indenture, made this Eighth day of February A. D. 1877, between Mary A. Roberts, widow of Stephen D. Roberts, deceased. and Emma M. Roberts, Charles W. Roberts and James S. Roberts,—the last three being of lawful age and Children of the said Stephen D. Roberts, and Mary A Roberts of the County of James City and State of Virginia of the first part and John E. K. Schwenk of the County of Union and State of Pennsylvania of the Second part, Witnesseth: That for and in consideration of the sum of Fifteen hundred dollars duly paid unto them, the receipt of which is hereby acknowledged the said parties of the first part do hereby Grant and Convey to the party of the second part all of their right, title and interest in the tract of land known as the "Grove" situated in the said County of James City, State of Virginia, containing about three hundred and Eighty-Seven acres, more or less, and bounded as follows: On the South West by the James River: North by the land of J. Henry Lee: North East by the public Road leading from Williamsburg to Warwick Courthouse: and South East by the lands of James Pancost and the Blow Estate, being the same mentioned and particularly described in the deed from Young B. Choles and Fanny his wife Stephen D. Roberts and Mary A. Roberts, his wife, to James F. Hubbard and James S. Roberts, trustees, bearing date the 24th day of November 1874. and of record in the Clerk's office of the said County of James City in the State of Virginia, and also mentioned in a certain agreement made November 15th A. D. 1876 between Saml. K. Schwenk and Charles W. Roberts, and the said parties of the first part further grant convey and deliver to the said party of the Second part all stock, farming implements, interest in crops, brick machine, household and Kitchen furniture and all other personal property upon the premises.

It is particularly agreed that the said Schwenk does not assume the payment of any indebtedness whatsoever that may be due or become due from any of the parties of the first part upon the premises hereby conveyed. In testimony whereof the said parties of the first part have hereunto set their hands and seals the day and year first written.

Mary A. Roberts (Seal)
Emma M. Roberts (Seal)
Charles W. Roberts (Seal)
James S. Roberts (Seal)

[Recorded in the Clerk's office of James City County and the City of Williamsburg May 11, 1877.]

Chancery Suit: B. W. Lacy Judge [April 26, 1881]

Thomas Wynne plttf vs H. H. Wynne Deft

and

A. C. Neckel plttf vs Peachy & Hubbard Defts

The death of the plaintiff Thomas Wynne being Suggested on the motion of Nannie W. Wynne personal representative of Thomas Wynne deceased she is admitted as party plaintiff in the first named Cause, and on the motion of the said plaintiff, this Cause this day Came on to be heard together upon the papers formerly read, and the report of Commissioner Morecock filed in the first named Cause on the 11th day of April 1881 to which report no exceptions have been filed, and was argued by Council: On Consideration whereof the Court doth adjudge, order and decree that said report be and the same is hereby Confirmed. The Court doth sustain the exception heretofore taken, to the report of Commissioner Morecock filed on the 23rd day of October 1879, and on the 14th day of July 1879 respectively, and doth Confirm the said reports in all other respects so far as they are Consistent with the report of Commissioner Morecock filed in the first name Cause on the 11th day of April 1881. The Court doth further adjudge Order and decree that upon the payment by E. C. Wynne and Nannie W Wynne of the debts reported by Commissioner Morecock against the Estate of Thomas Wynne the Elder and upon the payment by the said E. C. Wynne and Nannie W. Wynne to Susan Kirby or Sydney Smith her attorney of the Sum of One hundred and twenty three dollars and thirty five cents (\$123.35) with interest thereon from July 1st 1873 and to Lucy McLean and G. W. Bryan or J F Hubbard their attorney each the sum of sixty one Dollars and sixty seven Cents, with interest from the first day of July 1873, and to Nannie W Wynne per: rep: of Thomas Wynne the sum of One hundred and three dollars and Ninety four Cents with interest thereon from the 14th day of July 1879, and upon the filing of the receipts for the said payments as heretofore directed, with the papers in this Cause, W. G. W. Farthing as Special Commissioner shall Convey by deed with special Warranty to Nannie W Wynne the tract of land in the bill and proceedings mentioned and described as the "Grove" in which deed E. C. Wynne and wife shall unite taking from the said Nannie W Wynne at the same time a Deed of Trust upon the Said tract of land to secure to the said E C Wynne the sum of (\$2598.55) with interest from the 14th day of July 1879. The Court doth further adjudge order and decree that upon the deposit by A. C. Neckel to the Credit of the first named Cause in the Marine Bank Norfolk of the sum of Three hundred dollars with interest from the first day of January 1879 and the Cost of the suit of Neckle against Peachy & Hubbard, Trustees to be taxed by the Clerk of this Court and upon the filing the Certificate of such deposit with the papers in this Cause W. S. Peachy and J F Hubbard Trustees, E. C. Wynne Nannie W. Wynne per: rep and in her own right will execute a release deed to the said A C Neckle for the two tracts of land in the bill and proceedings mentioned and described as "French ordinary and Red House tract" And it is further Ordered that Thomas Tabb pay out any funds in his hands in this Cause to W^m H E Morecock the sum of \$155.63 that being the amount of his Clerks and Commissioner fees in these Causes.

James City County and City of Williamsburg Court Records, Chancery Book 2, pp. 504-505.

[1877]

WHEREAS by a decree pronounced by the Circuit Court of James City County and the City of Williamsburg, in the Suit of "Walker vs. Wynne &c" on the 27th Novr. 1869. the real Estate of William B. Wynne was decreed to be Sold & Robert H. Armistead & William S. Peachy were appointed Commissioners to make Said Sale: And Whereas, the Said Commissioners did make such Sale, as directed by Said Decree, and W^m. W. Bryan became the purchaser of the *life estate* of the Said William B. Wynne in the tract of land Called "*Hellicon*" in James City Co., at the sum of \$500.00 and paid \$100 on account thereof which Sale was afterwards

To Wit: on the 2nd of June 1870; Confirmed by the Court and whereas by another decree pronounced in Said Suit, on the 14th October 1871 it was further ordered that, upon the payment of the bonds Executed by Said William W. Bryan for the balance due for the purchase of the *life estate* aforesaid to Said *Peachy*, Commissioner, the Said Armistead & Peachy Spl Com^{rs} should Convey the property purchased to him Said Bryan: and whereas the balance of the purchase money has been this day paid to Said Peachy Special Commissioner, under this order, the said Bryan is entitled to have the said land Conveyed to him, But the Said Bryan by his note in writing filed in the papers of this Suit has requested that the said land be Conveyed to Whitaker Lee & Ro H Lee, as is also testified by his Signature to this deed—

Now therefore This *Deed* made the twenty third day of June A D 1877. between William S Peachy & Robert H Armistead Special Commissioners of the one part, and Whitaker Lee & Robert H Lee of the other, Witnesseth: that in Consideration of the premises above mentioned, the Said William S Peachy & Robert H Armistead do grant unto the said Whitaker Lee & Robert H. Lee the *life Estate* of the Said William B. Wynne in the tract of land Called "*Hellicon*" in James City County, being the interest mentioned in the bill and proceedings of W^m B. Wynne in said land (& nothing more,) in the suit above mentioned of "Walker" v Wynne &c. which Said Peachy & Armistead were ordered to Sell. This Deed is made with Special Warranty

Witness the following Signatures and Seals

W^m S. Peachy (SEAL)

W^m B. Bryan (SEAL)

Ro H Armistead (Seal)

[Recorded in the Clerks office of James City County and the City of Williamsburg January 5th 1881.]

Original delivered to Whitaker Lee 12th day of Febry 1884 C. C. Dixon D.C.

James City County and City of Williamsburg Court Records, Deed Book 4, p. 54.

15th day of March 1884, [1884]

This Deed, made this 15th day of March 1884, between Nannie B. Wynne, party of the first part, of the County of Warwick, State of Virginia, and Robert H. Lee and Whitaker Lee parties of the second part of the County of James City State of Virginia -

Witnesseth that for and in consideration of the sum of three Hundred Dollars to the said Nannie B. Wynne in hand paid at and before the ensealing and delivery of these presents the said Nannie B. Wynne party of the first part doth by these presents grant, bargain, sell and convey with general warranty, to the said Robert H. Lee and Whitaker Lee parties of the second part, all the right, title, interest and estate, both at law and in equity, of the said Nannie B. Wynne to that certain tract or parcel of land, lying and being in the County of James City, State of Virginia known as "Helicon" upon which the said Robt. H. Lee and Whitaker Lee now resides bounded by the lands of Newman, Booth, Wynne, Nichols and others, being the one fourth interest of the said Nannie B. Wynne in said tract or parcel of land, subject to the life interest of W. B. Wynne under the will of Daniel P. Curtis dec'd of the County of Warwick, State of Virginia, to have and to hold the same to the said Robert H. Lee and Whitaker Lee and their heirs and assigns forever -

Witness the following signature & seal this 15th day of March 1884 -

Nannie B. Wynne (SEAL)

[Recorded James City County and the City of Williamsburg 10th day of August 1889.]

Examined. Rich. A. Wise Clk.

Original delivered to R. H. Lee Apl 7th 1890 R. A. Wise

James City County and City of Williamsburg Court Records, Deed Book 5, p. 197.

[Sept. 2, 1884]

Alfred C Neckle & Chlorinda, his wife of Baltimore, Maryland
to
Edwin Bennett of Baltimore
Consideration: \$1087

[...Convey tract in James City County, Virginia...that certain tract of land Called and Known as the "Red House tract" containing 171 acres more or less, and that Certain other tract of land Known as "the Saw Mill" Tract Containing 329 acres more or less, being the residue of the tract of land the Grove. For title see Deed from Young B. Choles and Wife to the said Alfred C Neckle and the conveyance, therein mentioned and referred to, which Deed is recorded in Liber No: 2 folio 217 &c. one of the Land Records of James City County, Virginia...forever in fee...]

[Recorded James City County Sept 25, 1884.]

James City County and City of Williamsburg Court Records Deed Book #4, p. 499.

[1886]

This deed made this Thirteenth day of April in the year one thousand Eight hundred and Eighty six between Thomas G. Wynne and Nannie B Wynne of the County of James City parties of the first part and G. M. Peck, Trustee party of the second part—

Witnesseth that the said Thomas G. Wynne and Nannie B. Wynne parties of the first part, do by these presents, grant and convey with general warranty unto the said G. W. Peck, Trustee party of the second part and his heirs forever. all that part of Greenmount Farm situate in the county of James City Virginia, cut off by a fence containing 100 acres and bounded on the south & East by Col George Blows Estate, separated therefrom by the Blow road, West by H. R. Harwood and north by Greenmount Farm separated therefrom by a line of cedars & a fence. In trust to secure the prompt and faithful payment of a negotiable note of even date herewith executed by the said Nannie B. Wynne, payable in one year after date at the Bank of Hampton Virginia to the order of the said Thomas G. Wynne endorsed by him and in the sum of Three hundred and Twenty Four dollars—

Witness our hands and seals this 30th day of April A.D. 1886.

Thomas G. Wynne (SEAL)

Nannie B. Wynne (SEAL)

[Recorded in the clerks office of James City County and the City of Williamsburg May 13th, 1886.]

Note holder that the Note secured by this deed of trust has been duly paid and Cancelled but lost or destroyed and cannot be

produced. T. H. Geddy Clk Dec 9-1919

Examined

Original sent by mail to George M. Peck Hampton Va May 13th 1886 Wm. H. E. Morecock C.

Satisfied and released having been paid in full Bank of Hampton Note holder by Geo. N. Wise Atty Dec 9th 1919 Teste T.H.Geddy Clk.

I hereby certify that an affidavit made by Nelson S. Groom, Pres. The Bank of Hampton Va and filed

James City County and City of Williamsburg Court Records, Deed Book 4, p. 640.

[1883]

Whereas on the 7th day of November 1883, It was decreed and ordered by the Circuit Court of the County of James City and the City of Williamsburg, in a Certain Cause or Causes therein depending on the Chancery Side of the Said Court, under the Style of Thomas Wynne Vs. H. H Wynne and A C Nickle V^s . Peachy & Armistead Trustees (that it appearing to the Court, That E C Wynne and Nannie W Wynne have paid all the money directed to be paid by decrees in Said Causes on the 26th of April 1881 and May 11th 1883) W G. W Farthing who is hereby appointed Special Commissioner for that purpose shall Convey by deed, duly acknowledged for record the tract of land in the proceedings in Said Causes more fully described: and known as the "Grove proper" to Nannie W Wynne, and that E C Wynne and Lucy A his Wife should unite in the Said Conveyance, and thereby release all their interest in the Said land.

And whereas the Said Nannie W Wynne has Sold the said tract or parcel of land mentioned and described as the "Grove" for the Sum of Seven Thousand, five hundred Dollars to E G Booth of the City of Philadelphia, State of Pennsylvania, and whereas the whole of the purchase money has been paid, or Secured to be paid to the Said Nannie W. Wynne and She has directed the Same to be Conveyed to the Said E G Booth party of the Second part.

NOW, THIS DEED made this 19th day of November in the year 1883 between, W G W Farthing Special Commissioner, Nannie W. Wynne, E C Wynne and Lucy A his wife, parties of the first part and E G. Booth of the City of Philadelphia, State of Pennsylvania party of the second part, Witnesseth, that the Said parties of the first part, in pursuance of the said decree at order in Consideration of the premises and of the Sum of One dollar to them, in hand paid by the party of the Second part at and before the Sealing and delivery of this deed, the receipt whereof is hereby acknowledged, do give, grant, bargain Sell and Convey unto the party of the Second part his heirs and assigns forever, the Said tract or parcel of land, with its appurtenances, situate and lying in the County of James City in the State of Virginia, Known as "The Grove" Containing by estimation Three hundred and Eighty Seven acres more or less, bounded North by the land of Henry Lee, South by the James River, East by the public highway leading to W^{ms} burg. South East by the land of Mulford. West by James River, and the parties of the first part, the title to the said tract or parcel of land, against them, their heirs, and all persons Claiming by through or under them will forever warrant and defend.

In testimony whereof Witness the following Signatures and Seals, the day and year above written.

W. G. W. Farthing Spl Comr. (Seal)

Nannie W Wynne (Seal)

E. C. Wynne (Seal)

L A Wynne (Seal)

The words "Five
Hundred" interlined
before signing on
20th line.

[Recorded in the Clerks Office of James City County and the City of Williamsburg on the 28th day of February 1884.]

Examined.

Original sent by mail to E G. Booth, Phil^a this 29th Feby 1884 C C. Dixon D.C.

James City County and the City of Williamsburg Court Records, Deed Book 4, p. 436.

[1890]

This Deed made the fifth day of May in the year one thousand Eight hundred and Ninety between Warren G. Elliott, Special Commissioner, party of the first part and E E. G. Booth of the County of James City in the State of Virginia party of the other part. Whereas by a decree entered on the day of the date hereof in the suit in equity now pending in the Corporation Court of the City of Norfolk wherein Emma Blacknall et als are plaintiffs and William N. Blow Adm^r et als are defendants, the said Warren G. Elliott, Special Commissioner was authorized and directed to sell and convey to the said E. G. Booth the tract of land hereinafter described at and for the sum of Three thousand dollars in Cash.

Now therefore this deed Witnesseth that the Said Warren G. Elliot, Special Commissioner, in consideration of the premises, by

virtue of the power and authority in him vested by the said decree and in consideration of the said sum of Three thousand dollars, to him in hand paid by the said E. G. Booth, the receipt whereof is hereby acknowledged, doth grant with special warranty unto the said E. G. Booth, the following property to wit: All that certain piece or parcel of land situate, lying and being in the County of James City in State of Virginia of which the late George Blow died *seised* being the same that is known as Big Neck and Grice's, Containing according to survey made in the year 1880 in the said Suit of Blacknall and Blow and to a plat returned and filed therein Six hundred and forty acres One road and twenty six poles (the piece of land known as Grice's containing about 82 acres being included therein): the land hereby conveyed is bounded on the West by the James River on the North by a creek that separates it from other lands owned by said Booth, on the East by the farm belonging to the estate of R. W. Blow, deceased, known as the Flats on which W. H. Kirby now resides and on the South by a creek separating this land from the tract known as Garrett's Neck belonging to Atala Beale of Philadelphia, Pa; the land hereby conveyed being the same that is described on the plat numbered Eight and which is an Exhibit in the said suit of Blacknall vs. Blow.

Witness the following signature and Seal.

Warren G. Elliott (SEAL)

Special Commissioner

[Record James City County and City of Williamsburg in the Clerk's office on the 6th day of May 1890.]

Examined & original delivered to E. G. Booth Nov 11th 1890 Rich^d A Wise Clk

James City County and City of Williamsburg Court Records, Deed Book 5, pp. 261-262.

[1900]

This Indenture, made this nineteenth day of March in the year one thousand nine hundred, between Edwin Bennett and Sarah Elizabeth Bennett his wife of Baltimore City State of Maryland of the first part and Alexander G. Harwood of the County of James City State of Virginia of the second part.

Witnesseth: that, in consideration of the sum of two thousand dollars, the receipt whereof is hereby acknowledged, the said parties of the first part do grant unto the said party of the second part, with special warranty.

All those two tracts or parcels of land situate, lying and being in Jamestown District James City County Virginia that is to say: First, That certain tract of land containing one hundred and seventy one (171) acres more or less known as the "Red House tract."

Second, That other certain tract or parcel of land known as the Saw Mill tract containing three hundred and twenty nine (329) acres more or less.

These two tracts of land adjoin or are adjacent to the Grove Farm now the property of Dr. Booth, being the same land conveyed to the said Edwin Bennett by deed dated 2^d day of December 1884 by Alfred C. Mickle [Nickle] & wife see D B No 4 page 499. The said Edwin Bennett covenants that he has done no act to encumber the said lands; and that he will execute such further assurance of the said land as may be requisite.

Witness the following signatures and seals.

Edwin Bennett (Seal)

Sarah Elizabeth Bennett (seal)

[Recorded in the office of the Clerk of the Court of the County & City aforesaid on the 26th day of March 1900.]

Edwin Bennet & W To DB & S A G Harwood

Examined. Original delivered to A. G. Harwood Apl 12th 1900 T. H. G. Clk

James City County and City of Williamsburg Court Records, Deed Book 7, p. 225.

1905 Brochure in Chancery Suits, File #33, James City County and City of Williamsburg Court Records. [No Image]

Piedmont *[illegible]*

[1906]

KNOW ALL MEN BY THESE PRESENTS THAT WE, Hugh S. Cumming And Lucy Booth Cumming, of Hampton, Virginia, have severally made, constituted and appointed, and by these presents, do make, Constitute and appoint Henry A. Wise our true and lawful attorney, for each of us and in each of our names, places and stead, to accept service for us of any, all and every legal process or paper of whatsoever nature, and to appear for us, or either of us, in any suit or proceeding that may hereafter be brought against us, or either of us, and also to make, execute and sign, for us or either of us, any and all legal process and papers in any and all legal proceedings whatsoever that may be necessary, in which we, or either of us, may be or may hereafter become parties; and also to institute and prosecute suits at law or in equity in our or either of our behalf; and also to make, execute and deliver any, all and every manner of deed, mortgage, conveyance, quit claim, lease or release for us, or either of us, to any, all and every interest whatsoever that we now have, or may hereafter have, in and to the properties situate, lying and being in James City County,

Virginia, and known as the "Beechwood" and "Carter's Grove" properties, and also the property situate, lying and being in the County of Nottoway, State of Virginia, and known as the "Shenstone" property.

It being the purpose of us and each of us to constitute said Henry A. Wise our general attorney, for us and each of us to do any, all and every act whatsoever that we, or either of us, in reference to either our personal or real estate, might do were we personally present, giving and granting unto our said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully and to all intents or purposes as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our said attorney, or his substitute, shall lawfully do or cause to be done.

IN WITNESS WHEREOF we have hereunto set our hands and seals the 26th. day of May in the year one thousand nine hundred and six.

Sealed and delivered in the presence of

John M. Lean

K. Toyod

Hugh S. Cumming, (SEAL)

Lucy Booth Cumming, (SEAL)

[Recorded in the office of the Clerk of the Court for the City of Williamsburg and James City County on the 1st day of March 1907.]

Examined. Original delivered to N. L. Henley Atty Mch 29, 1907 T.H.G. C.

James City County and City of Williamsburg Court Records, Deed Book 10, p. 511.

[1907]

THIS DEED, Made this 26th. day of January in the year one thousand nine hundred and seven, between A. G. Harwood and Lucy M. Harwood, his wife, of the County of James City, State of Virginia, parties of the first part, and W. H. Taylor, party of the second part,-

WITNESSETH: That in consideration of the sum of Five (5) Dollars, in hand paid, the receipt of which is hereby acknowledged and other valuable considerations, the said A. G. Harwood and Lucy M. Harwood, his wife, do grant unto the said W. H. Taylor, with Special Warranty, all that tract of land situate in Jamestown District, James City County, Virginia, containing one hundred and seventy one acres, more or less, known as the Red-house Tract, and bounded as follows, on the North and West by the King's Mill tract, on the South by the farm of one Cottom, on the South-east by the property of C. D. Lee, and on the East by the property of John Cary, being the same tract of land purchased by the grantor from one Edwin Bennett & wife, which deed is recorded in the Clerk's Office of said County in D. B. No. 7, pages 225-226.

The said A. G. Harwood covenants that he has the right to convert [sic] the said land to the grantee; that he has done no act to encumber the said land; that the grantee [sic] shall have quiet possession of the said land, free from all encumbrances, and that he, the said party of the first part, will execute such further assurance of the said land as may be requisite.

WITNESS the following signatures and seals.

A. G. Harwood, (SEAL)

Lucy M. Harwood, (SEAL)

[Recorded in the Office of the Clerk of the Court for the City and County aforesaid, on the 9th. day of February A.D., 1907.]

Examined. Original delivered to H. N. Phillips, Mch 5 1907 T.H.G. Clerk

James City County and City of Williamsburg Court Records, Deed Book 10, pp. 489-490.

[1907]

THIS DEED, Made this 28th. day of January, nineteen hundred and seven, between Edwin G. Booth, Trustee as hereinafter mentioned; Edwin G. Booth in his own right, Clara H. Booth, his wife, Lucy Booth Cumming and Hugh S. Cumming, her husband, Frances Booth Ballantine and James A. Ballantine, her husband, Henrietta Booth Wise and Henry A. Wise, her husband, Edwin G. Booth, Jr., unmarried, John Thompson Booth, unmarried, Clara Thompson Booth, unmarried, and William Harris Booth, unmarried, parties of the first part, and T. P. Bisland of the City of New York, State of New York, party of the second part,

WHEREAS, Edwin G. Booth, late of the City of Philadelphia, in the State of Pennsylvania, died, testate, seized and possessed of the tract of land hereinafter fully mentioned and described, and,

WHEREAS, Under the last will and testament of the said Edwin G. Booth, dated August 21, 1885, and duly probated in the Orphans Court in the City and County of Philadelphia in the State of Pennsylvania, an authenticated copy of which was duly admitted to probate in the Chancery Court of the City of Richmond in the State of Virginia, on the 23 day of March, 1886, a certified copy of which is duly recorded in Clerk's Office of the County of James City and the City of Williamsburg, in James City Will Book No. 2, pages 413-415, the said tract of land was devised to the said Edwin G. Booth as Trustee for his wife and children, born at the

time of the death of the said testator or afterwards, under the provisions and with the limitations therein set forth, and

WHEREAS, the said Edwin G. Booth, Trustee, on the 15th. day of December, 1906, entered into a contract in writing with the said T. P. Bisland for the sale of the said tract of land at the sum of Forty Thousand (\$40,000.00) Dollars, upon the terms and under the conditions therein set forth, and,

WHEREAS, By decree of the Circuit Court of the City of Williamsburg and County of James City, pronounced in vacation, on the 21 day of January, 1907, and the 28th. day of January, 1907, respectively, in the Chancery suit therein pending, wherein the said Edwin G. Booth as Trustee, and in his own right, was complainant, and Clara H. Booth, wife of the said E. G. Booth, Lucy Booth Cumming and Hugh S. Cumming, her husband, Frances Booth Ballantine and James A. Ballantine, her husband, Henrietta Booth Wise and Henry A. Wise, her husband, Edwin G. Booth, Jr., John Thompson Booth, Clara Thompson Booth, and William Harris Booth, were defendants, it was, among other things, adjudged, ordered and decreed, that the said Edwin G. Booth, Trustee should collect from the said T. P. Bisland the cash purchase money under the terms set forth in the said contract, the same having been filed with the bill in the said proceedings as exhibit "A", in the aggregate sum of Fifteen Thousand (\$15,000.00) Dollars, and should take from the said T. P. Bisland two bonds, each for the sum of Twelve Thousand, Five Hundred (\$12,500.00) Dollars, payable one and two years from February 14, 1907, with six per cent interest thereon payable semi-annually, with a condition in said bonds that the said T. P. Bisland should have the right to pay the same, or any part thereof, at any time before maturity, upon giving sixty days notice thereof to the said Trustee, or the said defendants, their Attys. &c., the said bonds to be made payable to the said Edwin G. Booth, Trustee, and the payment thereof secured by a deed of trust upon the said tract of land to B. D. Peachy and Norvelle L. Henley, Trustees, to be executed, delivered and recorded co-temporaneous with this deed, and that upon the collection of the said purchase money, and the execution and delivery of the deed of trust aforesaid, then that the said Edwin G. Booth, Trustee, should execute, acknowledge and deliver to the said T. P. Bisland, a good and sufficient deed on which the said Edwin G. Booth, individually, as well as all of the said defendants, should unite, conveying to the said T. P. Bisland, with General Warranty, the said tract of land, and,

WHEREAS, the said T. P. Bisland has complied with the terms of the said contract, and with the requirements in the said decrees, pronounced as aforesaid.

NOW, THEREFORE, THIS DEED WITNESSETH: That the said parties of the first part, for and in consideration of the premises and of the sum of Forty Thousand (\$40,000.00) Dollars, in hand paid and secured to be paid as aforesaid, and by virtue of the authority vested in them by the decrees aforesaid, do grant, bargain, sell and convey unto the said T. P. Bisland, his heirs and assigns forever, with General Warranty, the following described property, to-wit: All that certain tract, piece or parcel of land, with the buildings and improvements, rights, privileges and appurtenances thereto belonging, situate, lying and being in Jamestown Magisterial District, James City County, in the State of Virginia, known as "The Grove", more recently called "Carter's Grove Farm", containing, by estimation, three hundred and eighty-seven (387) acres, more or less, bounded and described as follows: On the North by the land formerly belonging to Henry Lee, now the property of Charles D. Lee, and Sarah Lee, on the South by James River; on the East by the public road leading from Williamsburg to Newport News; on the South-east by the land formerly belonging to Mulford, now the property of T. H. Stryker, and on the West by James River, the same being the land conveyed to Edwin G. Booth, Sr., by deed from W. G. W. Farthing, Special Commissioner, and others, dated November 19, 1883, recorded in the Clerk's Office of said Court in deed Book No. 4, page 436, more particularly bounded and described as follows, as shown by a plot and survey thereof made by Sydney Smith, Surveyor, as follows:

Beginning at a point formed by the intersection of the center line of the public highway leading to Williamsburg, and the North-westerly edge of Grove Wharf Road, and running thence along the North-westerly edge of said Grove Wharf Road the following courses and distances: S. 57° W., 8.80 chains; thence S. 58 ½° W. 14.95 chains; thence S. 57 ¾° W. 7.28 chains; thence S. 58° W. 10.64 chains; thence S. 57 ½° W. 10.735 chains; thence S. 40 ½° W. 5.83 chains; thence S. 87 ¼° W. 0.60 chains; thence N. 54° W., 2.06 chains; thence N. 81° W., 3.48 chains; thence N. 56 ½° W. 2.69 chains; thence N. 23° W., 2.065 chains; thence N. 39° W. 2.995 chains; thence N. 64 ½° W. 2.125 chains to a stub under a fallen mulberry tree; thence S. 39 ¾° W. 2.42 chains; to a low water mark on James River; thence along low-water mark of said river the following courses and distances: S. 37 ½° E., 22.39 chains; thence S. 44 ½° E. 7.985 chains; thence S. 38 ½° E. 12.30 chains; thence S. 34° E., 10.10 chains; thence S. 30° E. 9.96 chains; thence S. 27 ¼° E. 14.88 chains; thence S. 24° E., 9.25 chains; thence S. 18 ¾° E. 5.18 chains; to a point in the middle of the mouth of Grice's Creek: thence along the middle of said Grice's Creek, the following courses and distances, N. 56 ¼° E., 5.73 chains; thence N. 69° E., 5.37 chains; thence N. 28° E. 3.97 chains; thence N. ½° W., 4.37 chains; thence N. 11° W., 2.94 chains; thence N. 3 ¼° E., 5.02 chains; thence N. 25° E. 3.95 chains; thence N. 51 ½° E., 6.21 chains, thence N. 47° E., 3.10 chains, to a small willow tree on edge of stream; thence N. 20 ½° E., 3.02 chains to a stake in the middle of a ditch dividing the lands of the party of the first part and those of Theodore H. Stryker, and thence the following courses and distances: thence N. 17° E., 2.40 chains; thence N. 21 ¼° E., 3.82 chs., thence N. 34° E., 7.05 chains; thence N. 14° E., 3.45 chains; thence N. 11 ¼° E., 8.36 chains; thence N. 12 ¼° E., 2.55 chains; thence N. 6° E. 5.70 chains; thence N. 35° E., 1.74 chains to a point in the middle of the *public highway leading to Williamsburg, and thence along the middle of the said highway the following courses and distances; N. 19 ½° W. 11.16 chains; thence N. 29 ¼° W., 4.05 chains; thence N. 28° W., 19.395 chains; thence N. 39° W., 6.315 chains; to the point or place of beginning.*

TO HAVE AND TO HOLD, the above granted premises together with all and singular the buildings and improvements, rights, privileges and appurtenances thereto belonging, unto the said T. P. Bisland, his heirs and assigns forever.

The said parties of the first part covenant that they are seized of the said premises in fee simple; that they have a right to convey the said land to the grantee; that they have done no act to encumber the said land; that the grantee shall have quiet possession of the said land free from all encumbrances whatsoever, and that they, the said parties of the first part, will execute such further assurance thereof as may be requisite.

WITNESS the following signatures and seals.

E. G. Booth, Trustee (SEAL)

E. G. Booth (SEAL)

Clara H. Booth, (SEAL)

Lucy Booth Cumming, by

Henry A. Wise, Her Attorney, (SEAL)

Hugh S. Cumming, by

Henry A. Wise, his Attorney, (SEAL)

Frances Booth Ballentine (SEAL)

James A. Ballentine (SEAL)

Henrietta Booth Wise (SEAL)

Henry A. Wise (SEAL)

Edwin G. Booth, Jr. (SEAL)

Clara T. Booth, (SEAL)

John Thompson Booth (SEAL)

William Harris Booth (SEAL)

[Recorded in the office of the Clerk of the Court for the City of Williamsburg and James City County on the 1st day of March 1907.]

Examined. Original delivered to N. L. Henley Atty Mch 29, 1907

F.H.G. C.

James City County and City of Williamsburg Court Records. Deed Book 10, p. 512.

[1907]

THIS DEED made this 28th day of January, Nineteen hundred and seven, between T. P. Bisland and Margaret Bisland, his wife, of the City of New York, State of New York, parties of the first part, B. D. Peachy and Norvelle L. Henley, of the City of Williamsburg, Virginia, who are hereby appointed trustees, parties of the second part, and Edwin G. Booth, trustee, party of the third part,

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid, the receipt whereof is hereby acknowledged, the said parties of the first part do grant and convey unto the said parties of the second part, trustees, the following property, to-wit: All that certain tract, piece or parcel of land, with the buildings and improvements, rights, privileges and appurtenances thereto belonging, situate, lying and being in Jamestown Magisterial District, James City County, and State of Virginia, known as "The Grove", more recently called "Carter's Grove Farm", containing, by estimation three hundred and eighty seven (387) acres, more or less, bounded and described as follows:

On the North by the land formerly belonging to Henry Lee, now the property of Charles D. Lee and Sarah Lee; on the South by James River; on the East by the public road leading from Williamsburg to Newport News; on the Southwest by the land formerly belonging to Mulford, now the property of T. H. Stryker, and on the West by James River, the same being the land conveyed to the said T. P. Bisland, party of the first part, by deed from Edwin G. Booth, trustee, and others, bearing date on the 28th. day of January, 1907, to be delivered and recorded co-temporaneous herewith, to which reference is here made for a more particular description.

IN TRUST TO SECURE to the said party of the third part the payment of the sum of Twenty-five thousand Dollars (\$25,000.) as evidenced by two bonds of even date herewith, made and executed by the said T. P. Bisland, each in the sum of Twelve thousand, five hundred dollars (\$12,500.00), payable respectively to the said Edwin G. Booth, trustee, one and two years from February 14, 1907, with six per cent, interest thereon, payable semi-annually, with a condition in said bonds that the said T. P. Bisland is to have the right to pay the same, or any part thereof, at any time before maturity, upon giving (60) days notice to the said Edwin G. Booth, trustee, of his intention so to do, the said bonds being for the payment of the deferred purchase money for the tract of land conveyed to the said T. P. Bisland, as aforesaid.

The said T. P. Bisland hereby expressly waives his benefit to the homestead exemption as to the payment of the said bonds herein secured and as to this deed.

IN THE EVENT THAT DEFAULT SHALL BE MADE for sixty (60) days in the payment of the said bonds, or either of them, or the interest thereon, as aforesaid, when due and payable, or in the payment of the taxes, assessments, dues and charges upon the said property hereby conveyed, as well as the insurance premiums hereinafter provided, then the said trustees, on being required

so to do by the said Edwin G. Booth, trustee, his successors or assigns, shall sell the property hereby conveyed.

AND IT IS COVENANTED AND AGREED between the parties aforesaid that in case of a sale, the same shall be made at public auction before the Courthouse door at Williamsburg, Virginia, after first advertising the time, place and terms thereof for at least thirty days, by written or printed notices posted in front of the said Courthouse door, and at two or more other public places in the County of James City, and after advertisement for four successive weeks in the "Virginia Gazette", or some other newspaper published in the City of Williamsburg, or its vicinity, and upon the following terms, to-wit:- For sufficient cash to defray the expenses of executing this trust, including a trustee's commission of five per centum, the fees for drawing and recording this deed, if then unpaid, and to pay off and discharge the said bonds, principal and interest thereon accrued, and to pay any unpaid taxes or insurance premiums which may then be against said property, the balance, if any, to be made payable at such time and secured in such manner as the said T. P. Bisland shall, in writing, prescribe and direct, or upon his failure to give such directions, at such time and in such manner as the said Trustees shall think best. The said T. P. Bisland hereby covenants as follows: That he will not cut any marketable timber on the said premises until the first bond herein mentioned, for the sum of Twelve Thousand, five Hundred Dollars (\$12,500.00) payable one year from February 14, 1907, shall have been fully paid. That he will pay all taxes, assessments, dues and charges upon the said property hereby conveyed, so long as the said debt, or any part thereof, remains unpaid; that he will keep the buildings on the said property insured against loss by fire, for at least the sum of Ten Thousand Dollars (\$10,000.) for the further protection of this trust, said insurance to be made payable, in the event of loss, to the said trustees, and upon his failure to pay such taxes, assessments, dues and charges, as well as insurance premiums, then the said trustees, or the said party of the third part, may pay same, and any sum so paid shall, with interest from the date of payment, constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies at law or in equity by which the debt aforesaid may be recoverable.

IN THE EVENT THAT NO DEFAULT shall be made in the payment of the bonds herein secured, or in the performance of the obligations herein assumed, then, upon the request of the said T. P. Bisland, this deed shall be released to him at his own proper costs and charges.

WITNESS the following signatures and seals.

T. P. Bisland, (SEAL)

Margaret Bisland, (SEAL)

[Recorded City of Williamsburg & James City County in office of Clerk of the Court 1st day of March, 1907.]

Examined. Original mailed to H. A. Wise Atty at Law #20 Broad St. New York N.Y. F.H.G. Clk.

James City County and City of Williamsburg Court Records, Deed Book 10, p. 517-518.

[1907]

THIS DEED, Made this nineteenth day of October, in the year one thousand nine hundred and seven, between T. P. Bisland, formerly of the City of New York, in the State of New York, but now of the County of James City, in the State of Virginia, party of the first part, and MARGARET BISLAND, the wife of the said T. P. Bisland, party of the second part,

WITNESSETH, That for and in consideration of the sum of Ten Dollars in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in consideration of the natural love and affection which the said T. P. Bisland bears for his said wife, the said T. P. Bisland, party of the first part, doth grant, bargain, sell, and convey unto the said Margaret Bisland, party of the second part, her heirs and assigns forever, with General Warranty, the following described property, to-wit:

All that certain tract, piece or parcel of land, with the buildings and improvements, rights, privileges and appurtenances thereto belonging, situate, lying and being in the Jamestown Magisterial District, James City County, in the State of Virginia, known as "The Grove", more recently called "Carter's Grove Farm", containing, by estimation, three hundred and eighty-seven (387) acres, more or less, bounded and described as follows:

On the North by the land formerly belonging to Henry Lee, now the property of Charles D. Lee and Sarah Lee; on the South by the James River; on the East by the public road leading from Williamsburg to Newport News; on the Southeast by the land formerly belonging to Mulford, now the property of T. H. Stryker; and on the West by James River, the same being the land conveyed to Edwin G. Booth, Sr., by deed from W. G. W. Farthing, special commissioner, and others, dated November 19, 1883, recorded in the Clerk's Office of said Court in Deed Book No. 4, page 436, more particularly bounded and described as follows, as shown by a plot and survey thereof made by Sydney Smith, surveyor, as follows:

Beginning at a point formed by the intersection of the center line of the public highway leading to Williamsburg and the Northwesternly edge of Grove Wharf Road, and running thence along the Northwesternly edge of said Grove Wharf Road the following courses and distances:

S. 57° W., 8.80 chains; thence S. 58 ½° W., 14.95 chains; thence S. 57 ¾° W., 7.28 chains; thence S. 58° W., 10.64 chains; thence S. 57 ½° W., 10.735 chains; thence S. 40 ½° W., 5.83 chains; thence S. 87 ¼° W., 0.60 chains; thence N. 54° W., 2.06

chains; thence N. 81° W., 3.48 chains; thence N. 56 ½° W., 2.69 chains; thence N. 23° W., 2.065 chains; thence N. 39° W., 2.995 chains; thence N. 64 ½° W., 2.125 chains, to a stob under a fallen mulberry tree; thence S. 49 ¾° W., 2.42 chains to low water mark on James River; thence along low-water mark of said river the following courses and distances: S. 37 ½° E., 22.39 chains; thence S. 44 ½° E., 7.985 chains; thence S. 38 ½° E. 12.30 chains; thence S. 34° E., 10.10 chains; thence S. 30° E., 9.96 chains; thence S. 27 ¼° E., 14.88 chains; thence S. 24° E., 9.25 chains; thence S. 18 ¾° E., 5.18 chains to a point in the middle of the mouth of Grice's Creek; thence along the middle of said Grice's Creek the following courses and distances: thence N. 56 ¼° E., 5.73 chains; thence N. 69° E., 5.37 chains; thence N. 28° E. 3.97 chains; thence N. ½° W., 4.37 chains thence N. 11° W., 2.94 chains; thence N. 3 ¼° E., 5.02 chains; thence N. 25° E., 3.95 chains; thence N. 51 ½° E., 6.21 chains; thence N. 47° E., 3.10 chains; to a small willow tree on edge of stream; thence N. 20 ¼° E., 3.02 chains; to a stake in the middle of a ditch dividing the lands of the party of the first part and those of Theodore H. Stryker, and thence the following courses and distances: thence N. 17° E., 2.40 chains; thence N. 21 ¼° E., 3.82 chains; thence N. 34° E., 7.05 chains; thence N. 14° E., 3.45 chains; thence 11 ¼° E., 8.36 chains; thence N. 12 ¼° E., 2.55 chains; thence N. 6° E., 5.70 chains; thence N. 35° E., 1.74 chains, to a point in the middle of a public highway leading to Williamsburg, and thence along the middle of said highway the following courses and distances: N. 19 ½° W., 11.16 chains; thence N. 29 ¼° W., 4.05 chains; thence N. 28° W., 19.395 chains; thence N. 39° W., 6.315 chains to the point or place of beginning. The same being the property conveyed to the said T. P. Bisland by deed from Edwin G. Booth, as trustee, and others, dated January 28, 1907, duly recorded in the Clerk's office of James City County and the City of Williamsburg, in James City Deed Book No. 10, pages 512-513-514-515-516-, one interest of which was subsequently conveyed by deed from Lucy Booth Cumming and Hugh S. Cumming, her husband, dated January 28, 1907, and duly recorded in said Clerk's office in James City Deed Book No. 10, pages 634-635-636-637, to which deed reference is here made.

TO HAVE AND TO HOLD the above granted premises, together with all and single the buildings and improvements, rights, privileges, and appurtenances thereto belonging, unto the said Margaret Bisland, her heirs and assigns forever.

And the said T. P. Bisland doth covenant that he is seized of the said premises in fee simple; that he has the right to convey the said land to the grantee; that he has done no act to encumber the said land; that the grantee shall have quiet possession of said land from henceforth free from all encumbrances whatsoever; and that the said T. P. Bisland will execute such further assurances thereof as may be requisite.

WITNESS the following signature and seal:

T. P. Bisland (SEAL)

[Recorded City of Williamsburg and County of James City, 21st day of October, 1907.]

James City County and City of Williamsburg Court Records, Deed Book 11, page 90-91.

Option April 16, 1910 Option to Dec. 1. 1911

Sara A. Lee and Charles D. Lee

to

Margaret B. Bisland

...parcel of land - 325 acres being farm whereof John H. Lee died seized...

Bisland agrees to pay \$12,000; 1/3 cash on delivery of the deed, remainder in 3 installments payable 1, 2, & 3 years thereafter...

James City County and City of Williamsburg Court Records, Deed Book 12, pp. 212-213.

[1910]

THIS AGREEMENT made this 16th day of April 1910, for real estate, by and between (Miss) Sarah A. Lee and Charles D. Lee and L. R. Lee, his wife, parties of the first part and Margaret B. Bisland, party of the second part, all of James City County, Virginia, Witnesseth as follows:-

The said parties of the first part in consideration of One Hundred Dollars (\$100) to them in hand paid, the receipt of whereof is hereby acknowledged do hereby agree to grant and convey unto the said party of the second part, her heirs administrators or assigns, all that certain lot, piece or parcel of land, together with the buildings, structure and improvements thereon situate and lying and being in James City County, Virginia, in Jamestown Magisterial District, thereof containing about three hundred and twenty-five acres, more or less and being the farm whereof John Henry Lee died, seized and possessed, two-thirds of which lot of land was devised to them, the said Sarah A. Lee and Charles D. Lee, by the will of their father, the said John Henry Lee, which said will is duly probated and recorded in the Clerks office, of the Court for the said James City County, and the remaining one third of said land decended to them as heirs at law of Thomas J. Lee, deceased, and by purchase from W. H. Bailey and Rosa V. Bailey, his wife, (see deed recorded in Clerks office of James City County) and also by purchase under decree of the circuit court for the city of Williamsburg and County of James City in the Chancery Cause therein defending under the style of Charles D. Lee vs: Sarah A. Lee et als, and to which Chancery Cause, for a more particular and full description, reference is hereby made and being all of said land which was divided by partition deed between the said Sarah A. Lee and Charles D. Lee, bearing date on April 2nd, 1892 and duly of record in said Clerks office of James City County in deed book No. 5, page 467. it is understood that the said party of the

second part, her heirs, administrators or assigns avail, themselves of this option the said lot of land is to be sold in gross and not by the acre.

That The said parties of the first part agree to receive and except [sic] in full payment of the said property the sum of Twelve Thousand Dollars (\$12,000:00) one third cash on the delivery of the deed, the remainder in three equal annual installments, payable respectively one, two and three years thereafter, but with the privilege to the said party of the second part, her heirs, administrators or assigns to anticipate said deferred payments, the said deferred payments however, are to be secured by a deed of trust on the said property and to bear interest at the rate of six (6) per cent per annum.

The said parties of the first part agree to convey the said property by good and sufficient deed with General Warranty, free from all liens and encumbrances,

Provided, however, that the unless [sic] the said party of the second part, her heirs, administrators or assigns, tender the sum of three thousand and nine hundred (\$3,900.) which together with the One Hundred Dollars (\$100:00) paid this day for this option, would be in full of the cash payment, and a deed of trust duly executed for the remainder of such purchase price, on or before the expiration of six (6) months from the date of this agreement; this agreement shall be of no force of effect and the party of the second part shall forfeit the amount, this day paid on this option contract, but no further liability of any kind shall be incurred by any of the parties hereto.

The possession to be given Dec. 1st, 1911, but the parties of the first part to pay rent for same after Jan. 1st, 1911, Should the said party of the second part, her heirs, administrators or assigns desire possession of part of said farm nearest the James River at any time prior to Dec. 1st, 1911, the same is to be arranged on equatable basis.

Given under of [sic] hands and seals this day and year first above written.

Sarah A. Lee, (SEAL)

Chas D. Lee, (SEAL)

L. R. Lee, (SEAL)

[Recorded in the office of the Clerk of the Court for the City of Williamsburg and James City County on the 18th day of April, 1910.]

James City County and City of Williamsburg Court Records, Deed Book 12, pp. 212-213.

C. L. Avery and Angeline G. Avery

to

Margaret Bisland

This Agreement...[option to buy]

...All that certain piece or parcel of land, together with the buildings,...known as the Red House property, which said property adjoins the Cotton lands and Sarah A. and Charles D. Lee lands and the Kings Mill lands, and is located about one half ($\frac{1}{2}$) mile in a South easterly direction from Grove Station, and contains about one hundred and seventy one (171) acres,...

James City County and City of Williamsburg Court Records, Deed Book 12, p. 252.

[1910]

THIS DEED, Made this 6th day of June, in the year 1910, between W. H. Taylor and Anna J. Taylor, his wife, of Ludington, Michigan, and C. L. Avery, of the County of James City, Virginia, parties of the first part, and Margaret B. Bisland, of the County of James City, State of Virginia, party of the second part.

WITNESSETH: That for and in consideration of the sum of Five Thousand (\$5,00.00) Dollars, in hand paid or secured to be paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said parties of the first part do grant, bargain, sell and convey unto the said party of the second part, with Special Warranty, the following property, to-wit:

All that certain tract of land situate in Jamestown District, James City County, Virginia, containing one hundred and seventy-one (171) acres, more or less, known as the "Red-house tract", and bounded as follows: on the North and West by the Kings Mill tract; on the South by the farm of one Cotton; on the South east by the property of C. D. Lee; and on the East by the property of John Cary, deceased., the same being the tract of land conveyed to the said W. H. Taylor by deed from A. G. Harwood and Lucy M. Harwood, his wife, dated January 26, 1907, and recorded in the Clerk's Office of James City County and the City of Williamsburg, in James City Deed Book #10, pages 489-90, to which reference is here made.

SECOND: A saw mill now located upon the said property, and all the buildings, machinery, belting, engine, boiler and implements, and tools located therein and pertaining thereto.

BUT IT IS DISTINCTLY UNDERSTOOD AND AGREED that the said parties of the first part reserve unto themselves, their executors, administrators or assigns, the standing timber on said land, and the lumber already sawed thereon, and further reserve the right to remove therefrom either or both within the period of twelve months from the date hereof, and the right to enter upon the said land for that purpose.

The said parties of the first part covenant that they have the right to convey the said land and said property to the grantee; that they have done no act to encumber the same; that they are seized of said land in fee; and that the grantee shall have quiet possession of said land and said property from henceforth, free from all encumbrances, and that they, the said parties of the first part, will execute such further assurance there-of as may be requisite.

WITNESS the following signatures and seals.

In present of-	W. H. Taylor, (SEAL)
H. C. Hutton-	Anna J. Taylor, (SEAL)
Grace H. Gordeon,	C. L. Avery, (SEAL)
as to W. H. Taylor.	

[Recorded in the office of the Clerk of the Court for the City of Williamsburg and County of James City on the 13th day of June, 1910.]

James City County and City of Williamsburg Court Records, Deed Book 12, p. 273.

June 6, 1910

Margaret B. Bisland, James City Co.

to

Norvell L. Henley, Wmsburg

Deed of Trust

171 Acres known "as Red-house tract" bounded N & W by King's Mill tract; S by farm of one Cottom; SE by C. D. Lee and E by property of John Cary decd-; also a saw mill now located on sd property...the same being conveyed to Margaret B. Bisland by deed from W. H. Taylor and Anna J. Taylor, his wife, and C. L. Avery...

James City County and City of Williamsburg Court Records, Deed Book 12, p. 275-276.

[1910]

THIS DEED, Made this 6th day of June, 1910, between Margaret B. Bisland (unmarried) of the county of James City, Virginia, party of the first part, and Norvell L. Henley, of the city of Williamsburg, Virginia, who is hereby appointed Trustee, party of the second part.

WITNESSETH: That for and in consideration of the premises and the sum of one dollar in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, the said party of the first part doth grant and convey unto the said party of the second part, the following property, to-wit:

All that certain tract of land situate in Jamestown District, James City County, Virginia, containing one hundred and seventy-one (171) acres, more or less, known as the "Redhouse tract", and bounded as follows: on the North and West by the Kings Mill tract; on the South by the farm of one Cottom; on the Southeast by the property of C. D. Lee and on the East by the property of John Cary, deceased., and also

A saw mill now located upon the said property, and all the buildings, machinery, belting, engine, boiler and implements, and tools located therein and pertaining thereto; the same being the property this day conveyed to the said Margaret B. Bisland by deed from W. H. Taylor and Anna J. Taylor, his wife, and C. L. Avery, to be delivered and recorded cotemporaneous herewith, and to which reference is here made; the true intent and purpose of this deed being to secure a part and parcel of the purchase money for the aforesaid property.

But it is distinctly understood and agreed that the standing timber on said land, and the lumber already sawed thereon, is not included in this conveyance, but it is made subject to the right of one C. L. Avery to remove the said timber and lumber within the period of twelve months from the date hereof, and the right to enter upon the said land for that purpose.

IN TRUST TO SECURE to the holder of the hereinafter described note the payment of the sum of Twenty-five Hundred (\$2500.00) Dollars, as evidenced by a negotiable note of even date herewith, made by the said Margaret B. Bisland negotiable and payable to the order of W. H. Taylor, at the Peninsula Bank of Williamsburg, Virginia, on or before twelve months after date, in the said sum of Twenty-five Hundred Dollars, with interest thereon from date; the consideration of the said note being a part of the purchase money for the aforesaid tract of land.

IF DEFAULT BE MADE in the payment of the said note when it becomes due and payable, then the said Trustee, upon the request of the holder of said note, shall sell the property hereby conveyed, or so much thereof as may be necessary, and it is covenanted and agreed between the parties aforesaid, that in case of a sale, the same shall be made at public auction in front of the courthouse door at Williamsburg, Virginia, after first advertising the time, place and terms of sale for at least thirty days, by written or printed

notices posted at said courthouse door and at two or more other public places in said county of James City, and upon the following terms, to-wit: For sufficient cash to defray the expenses of executing this trust, including a trustees commission of five per centum upon the gross proceeds of such sale, the fees for drawing and recording this deed, if then unpaid, and to pay off and discharge the said note, principal and interest thereon accrued, the balance, if any, to be made payable at such time and secured in such manner as to the said trustee may seem best.

The said party of the first part covenants to pay all taxes, assessments, dues and charges upon the said property hereby conveyed, so long as she or her heirs or assigns shall hold the same, and in the event of her failure so to do, then the said trustee, or the holder of said note, may pay same, and any sum so paid shall, with interest from the date of such payment, constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies at law or in equity, by which the debt aforesaid may be recoverable.

IF NO DEFAULT BE MADE in the payment of the aforesaid note, or in the performance of the covenants herein contained, then upon the request of the party of the first part, this deed shall be released at her own proper costs and charges.

WITNESS the following signatures and seal.

Margaret B. Bisland, (SEAL)

[Recorded in the office of the Clerk of the Court for the City of Williamsburg and James City County on the 13th day of June 1910.]

Examined. Original Mailed to Dr. W. H. Taylor Ludington, Mich June 18-1910 T.H.G., Clk

Sold under D. of T. Dec 18 1911 by N. L. Henley Tr to W. H. Taylor D.B.13, pp. 101 T.H.G., Clk.

James City County and City of Williamsburg Court Records, Deed Book 12, p. 275.

[1911]

THIS DEED, Made this 18th day of December, 1911, between Norvell L. Henley, of the City of Williamsburg, Virginia, trustee as hereinafter set forth, party of the first part, and W. H. Taylor, of Ludington, State of Michigan, party of the second part.

WHEREAS, Margaret B. Bisland, unmarried, of the County of James City, Virginia, by deed bearing date on the 6th day of June, 1910, and recorded in the Clerk's Office of the City of Williamsburg and County of James City, in James City deed book #12, page 275-6, did convey to the said Norvell L. Henley, who was thereby appointed trustee, in order to secure the payment of the sum of Twenty-five Hundred (\$2500.00) Dollars, evidenced by note of even date with said deed, made by the said Margaret B. Bisland, and payable to the said W. H. Taylor, twelve months after date, with interest thereon from date the following property, to-wit.

All that certain tract of land situate in Jamestown District, James City County, Virginia, containing one hundred and seventy one (171) acres, more or less, known as the "Redhouse" tract, and bounded as follows: on the north and west by the Kings Mill tract; on the south by the farm of one Cottom; on the southeast by the property of C. D. Lee; and on the east by the property of John Cary, deceased.

Also a saw mill located upon said property, and all the buildings, machinery, belting, engines, boilers and improvements, and tools located thereon or pertaining thereto. By which deed of trust the said Norvell L. Henley, trustee, was empowered on the failure of the said Margaret B. Bisland, to pay the said note, or the interest thereon, when due and payable, to sell the above described property, upon being required so to do by the holder of said note; and

WHEREAS, the said Norvell L. Henley, trustee, as well as the said W. H. Taylor, were subsequently made parties to a chancery suit pending in the Circuit Court of the City of Williamsburg and County of James City, under the short name and style of Elsie M Kauser et als against Josephine A. Dewey et als; and

WHEREAS, default having been made in the payment of the said note evidencing the said sum of money, in execution of the trust aforesaid, and being required so to do by the holder of the said note, and authorized and directed by the decrees of the said court in the said chancery cause entered on June 13, 1911, and on October 11, 1911, did, on the 11th day of December, 1911, after having advertised the time, place and terms of sale for more than thirty days, by printed notices posted at the front door of the courthouse at Williamsburg, Virginia, and at more than two other public places in the said County of James City, in accordance with the terms prescribed by said deed of trust and said decrees, expose to sale, at public auction, to the highest bidder, before the courthouse door at Williamsburg, Virginia, the property above described, at which sale the said W. H. Taylor, by Mrs. W. H. Taylor, his wife, having made the highest bid therefor, became the purchaser of said property, at the price of one thousand (\$1,000.00) Dollars, and having complied with the terms of said sale by paying the costs of said sale and having the balance of the proceeds applied on the aforesaid note as authorized and directed by said court, has requested that the same be now conveyed to him, and.

WHEREAS, the said court, by its decree pronounced in said cause on the 14th day of December, 1911, authorized and directed the said Norvell L. Henley, trustee, to execute and deliver to the said W. H. Taylor, a good and sufficient deed, properly acknowledged for recor[d]ation, conveying to him with Special Warranty, the foresaid property [sic].

NOW, THEREFORE, THIS DEED WITNESSETH that the said Norvell L. Henley trustee as aforesaid, in the performance of his

duties as trustee, and in compliance with the decrees aforesaid, and in consideration of the premises and the sum of one thousand dollars, paid and distributed as aforesaid, doth grant, release and convey unto the said W. H. Taylor, his heirs, and assigns forever, with Special Warranty, the said property hereinbefore mentioned and described, the same being all the property conveyed by the deed of trust aforesaid.

WITNESS the following signature and seal.

Norvelle L. Henley, (Seal)

Trustee

[Recorded in the office of the Clerk of the Court for the City and County aforesaid, on the 22nd day of Dec. 1911.]

James City County and City of Williamsburg Court Records, Deed Book 13, pp. 101-102.

[1910]

On September 24, 1910 T. H. Stryker, who had been appointed curator on the estate of Margaret Bisland, deceased, rented a part of the Carter's Grove house to Charles Durbin Hauk:

That portion of the Carters Grove house lying east of the main hall, including the upper and lower hall, and all rooms on the east side thereof, together with the privilege of the yard, and the right to use two stalls in the second barn from the dwelling house, and sufficient room for feed and for vehicles in last said building, situate in James City County, Virginia, from the 27th day of September 1910, for the term not to exceed six months from the said 27th day of September, 1910, yielding therefor, during the said term, the rent of Fifteen Dollars per month, payable monthly in advance.... [Hauk agreed to use 1 pair of grey mares, of the appraised value of \$150; 1 surry and top, of the appraised value of \$35; 1 set of carriage harness, of the appraised value of \$25; 1 runabout, rubber tire, of the appraised value of \$5; 1 single wagon, of the appraised value of \$10; 1 wagon harness, of the appraised value of \$2.50 and 1 ½ tons of coal, of the appraised value of \$9;] to be cared for and used by the said Charles Durbin Hauk until a sale of the personal effects of the said Margaret B. Bisland, that at the time of such sale, he will bid for each of said articles at least the appraised value thereof, regardless of the condition of same at such time.... ¹

James City County and City of Williamsburg Court Records Chancery Suits, Box 47

Elsie M. Kauser et als vs Josephine A. Dewey et als Will of T. Percival Bisland (Will Book 2, p. 451) recorded Feb. 1908.

Carter's Grove T. P. Bisland's estate and Margaret Bisland's estate.

Margaret Bisland to Charles W. Wetmore—deed of trust 1908.

Bisland & Wetmore, executors of Estate of T. P. Bisland, decd. 1909.

Inventory and Appraisement of estate of Margaret Bisland, decd. 1910.

T. H. Stryker, curator, to Charles Durbin Hauk 1910 rent contract.

Estate of T. P. Bisland Schedules A, B, C showing property of decedent within and without the State of New York and debts due and owing the decedent 1909.

Deposition of T. H. Stryker and Arthur Saunders March, 1912.

James City County and City of Williamsburg Court Records

Deed E. G. Booth to T. P. Bisland—Carter's Grove— \$40,000 (Jan 28, 1907)

Deed of trust Bisland & wife to Peachy & Henley, trustees to secure two bonds each \$12,500 to Booth with int. (Deed Book 10, p. 517—Jan. 28, 1907).

Deed T. P. Bisland to wife (Deed Book 11, p. 90) Oct. 1907.

Executors—C. W. Wetmore & Margaret Bisland (Circuit Court Order Book 4, p. 396).

Deed of trust by Mrs. Bisland to C. W. Wetmore to secure \$10,000 paid out to husband's heirs by Mrs. Bisland (Deeds 11, p. 302) April, 1908.

Settlement of T. P. Bisland's estate April 12, 1909 (Common Law Order Book #4, p. 540). Personal estate in itemized statement—\$32,928.89 Will Book 2, pp. 479-483).

Curator, appointed—Theo. H. Stryker for estate Mrs. Bisland, decd. (Clerk's Fiduciary Order Book #1, p. 40. Sept. 15, 1910).

Will Book II pp. 684-686

Fiscal Acct - Settlement of Estate of T. P. Bisland by Charles W. Wetmore, only surv. exor. (Recorded June 14, 1916 J C Ct.)

[1928]

THIS DEED, Made this 21st day of January in the year 1928, between A. G. Harwood and Lucy M. Harwood, his wife, of James City County, Virginia, parties of the first part; and Archibald M. McCrea, of Lawrenceville, Virginia, party of the second part.

WITNESSETH: That for the consideration of the sum of Ten (\$10.00) Dollars, together with other valuable consideration, the receipt of which is hereby acknowledged by the grantors, the said parties of the first part do hereby grant and convey with general warranty unto the said party of the second pary [sic] the following described real estate, to-wit:

All that certain parcel or tract of land together with all improvements thereon and all rights, ways, easements, privileges and appurtenances thereto belonging, situate, lying and being in Jamestown Magisterial District, James City County, Virginia, commonly known as as [sic] "Carter's Grove", estimated to contain 388 1/3 acres, more or less, and more particularly bounded and described as follows:

On the north and north-west by the land formerly belonging to Henry Lee, now or formerly the property of Charles D. Lee and Sarah Lee; on the west and south-west by James River; on the south and south-east by the land formerly belonging to Mulford and more recently belonging to T. H. Stryker and on the east and northeast by the concrete state highway leading from Williamsburg to Newport News, the said parcel or tract of land being composed of the "Carter's Grove" tract abd [sic] two small parcels containing one acre and one-third of an acre, respectively, adjoining each other and abutting on the said concrete state highway and lying between said Highway and the old dirt road, which is now closed and abandoned and ehich [sic] prior to the construction of the said concrete State Highway constituted the eastern boundary of said "Carter's Grove"; the aforesaid two small parcels having been acquired and added to said "Carter's Grove" tract for the express purpose of giving said "Carter's Grove" tract an unbroken frontage on said concrete state highway.

The said "Carter's Grove" tract, with the exception of the aforesaid two small parcels, is more particularly described by metes and boundes by reference to a certain plat of survey made by Sydney Smith, Surveyor, in a certain deed from Edwin G. Booth, Trustee, and others, to T. P. Bisland, dated January 28, 1907, and recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia, in Deed Book 10, page 512, and is the same land that was conveyed to Curtis, Harwood and Bickford, a non-trading partnership composed of S. R. Curtis A. G. Harwood and R. G. Bickford, by B. D. Peachy and Norvell L. Henley, Trustees, by deed dated May 2, 1911, and recorded in the aforesaid Clerk's Office in Deed Book 12, page 561; and the same land in which the said R. G. Bickford and S. R. Curtis and their respective wives, conveyed all their right, title and interest to the said A. G. Harwood, by deed dated January 28, 1913, and recorded in the aforesaid Clerk's Office in Deed Book 14, page 48.

The said parcel containing approximately one acre is the same parcel of land conveyed to the said A. G. Harwood by W. E. Cole, and wife, and other, by deed dated November 22, 1923, and recorded in the aforesaid Clerk's Office in Deed Book 21, page 197; and the aforesaid parcel containing one-third of an acre, more or less is the same parcel of land conveyed to the said A. G. Harwood by Effie C. Wynne, and M. W. Wynne, her husband, by deed dated December 20, 1923, and recorded in the aforesaid Clerk's Office in Deed Book 21 page 272.

Reference is hereby expressly made to all of the hereinabove mentioned deeds for a more particular and accurate descriptopm [sic] of the lands hereby conveyed. And it being expressly understood between the parties that the land hereby conveyed is sold and conveyed in gross and not by the acre.

The said A. G. Harwood covenants that he has the right to convey the said land to the grantee; that he has done no act to encumber the same, that the grantee shall have quiet possession thereof, free and clear of all encumbrances and that he will execute such further assurance of said premises as may be requisite.

WITNESS the following signatures and seals.

A. G. Harwood, (Seal)

Lucy M. Harwood, (Seal)

[Recorded in the office of the Clerk of the Court for the City and County aforesaid, on the 23rd day of January, 1928.]

EX Original delivered to Ashton Dovell, Aty. 2-24-28

Va. B. Dep. Clk.

James City County and City of Williamsburg Court Records, Deed Book 24, p. 112.

Illustration #15

OUTSTANDING ARTICLES ABOUT CARTER'S GROVE

Edith Tunis Sale, *Manors of Virginia In Colonial Times* (1909), pp. 172-182.

Robert A. Lancaster, *Historic Virginia Homes and Churches* (1915), pp. 53-57.

William Rotch Ware, "Carter's Grove," *The Georgian Period* (1923), pp. 70-71 and 62-65.

Elsie Lathrop, *Historic Houses of Early America* (New York, 1927; repr. 1935), pp. 77-80.
 Edith Tunis Sale, *Colonial Interiors*, 2nd series, (1930).
 Thomas T. Waterman and J. A. Barrows, *Domestic Colonial Architecture of Tidewater Virginia* (1932).
 W. Duncan Lee, "The Renaissance of Carter's Grove," *Architecture*, April, 1933.
 Augusta Owen Patterson, "In Residence at Carter's Grove," *Town and Country*, April 15, 1933.
 Arthur Oswald, "A Colonial House in America - Carter's Grove, Virginia," *Country Life* (London), December 30, 1933.
 Elizabeth Valentine Hundley, *Peninsula Pilgrimage* (1941), pp. 281-282.
 Richard Pratt, *A Treasury of Early American Homes* (1946).
 Thomas Tileston Waterman, *The Mansions of Virginia 1708-1776* (1946), pp. 180-192.
 Thomas T. Waterman, *The Dwellings of Colonial America* (1950).
 Hugh S. Morrison, "Carter's Grove, James City County," *Early American Architecture* (1952), pp. 343-349.
 Samuel Chamberlain, "America's Most Beautiful House," *This Week*, April 3, 1955.

Excerpts from Elsie Lathrop's Historic Houses of Early America (1927).

Elsie Lathrop visited Carter's Grove sometime around 1911-1912. ¹She wrote:

A recent owner painted this exquisite hall in red, white and blue, but a later owner removed this disfigurement, and restored it to its original beauty.

...There are four large rooms on each floor, and the last owner to occupy the house connected the dining room with the old kitchen, formerly a detached building...

The panelling and woodwork of the first floor rooms are painted white, as so often in old houses, except in the dining room and hall, where all is in the natural finish. In the drawing room overlooking the river is a marble mantle, said to be the first ever brought to the United States. This is one of the Virginia Drawing rooms claiming to be the scene of Washington's proposal to the Widow Custis. ²

"HISTORIC CARTER'S GROVE" ¹

About eight miles below Jamestown, on the north side of the James River, stands the noble old brick mansion of Carter's Grove, one of the finest surviving examples of a Colonial Virginia country house. Apart from its architectural value, which is of the highest order, it is of interest as the home of the Burwells, a family distinguished throughout the colonial period by substantial personal worth, rather than outstanding genius, and indisputably one of "the First families of Virginia."

Until recently, Carters Grove was only accessible by means of the roughest of country roads and was little known to the general public. It is now easily reached by a new concrete highway extending from Old Point Comfort to Richmond, and a handsome sign invited the traveler to make a visit which is well worth the small fee charged by the owner for an inspection of the historic house. The visitor turns his back on modern life and sees, far beyond the broad fields of the plantation, at the end of the avenue of fine old cedar, and locust trees, and framed in the foliage of "The Grove" the colonial doorway of the ancient brick "great house", wide open with true Virginia hospitality, so that he can see through the house, to the grey-blue waters of the James.

The colonial English planter knew how to choose a site for his mansion. Standing on high ground seventy feet above the river, and a quarter of a mile from its banks, the house commands an impressive view of the James River and the opposite shore, seven miles beyond. The grove, for which the plantation was named, surrounded the house on the land side, and a row of magnificent yellow poplars, widely spaced so as not to obstruct the view of the river, stands in front of the house. Beyond these trees the ground slopes gently down in the successive terraces of the ancient "sunken garden". In the spring, the terraces are dotted with clumps of wild narcissus, perhaps descended from the flowers of the formal garden of colonial times, while the great poplar trees are very beautiful in full bloom, with yellow tulip blossoms studding their foliage from top to bottom.

The mansion is of brick, two stories high, with a steep hipped roof pierced by two massive chimneys, and has two one-story brick wings, gable roofed, with wide chimneys, and quaint dormer windows. The main building was built by "King Carter" about the year 1722.

Both the wings are extremely quaint and attractive structures. They are the same size, about twenty-one by forty feet, and differ only in arrangement.

The wings were originally detached, but the south wing, containing the kitchen, was joined to the main house by a recent owner who died before work on similar passage to the north wing had proceeded any further than the cutting of a door in the north wall of the mansion, which has since been bricked up.

The exterior of the main building is of red home-burned brick mentioned above, but the doors and windows trimmed with a fine, small, light red face brick which was probably imported from England. Both entrances were formerly reached by semicircular

doorsteps of white marble but the front steps have been replaced by a piazza extending entirely across the front of the building.

Architecturally, the chief glory contained in the great hall and the dining room, which are full panelled from floor to lofty ceiling in native yellow pine, stained to match the black walnut dentil cornice and chair rail, and still further darkened by age. These yellow, pine panels, sawed from the heart of wonderful longs. such as Virginia's forest no longer produce, have a beauty of grain and a clear width which compel a degree of admiration usually reserved for rarer woods such as mahogany. The great hall extends the full depth of the house, and is divided by a wide panelled archway, the front hall and the back one. The front part is twenty-four feet wide, and the rear part fourteen feet.

The archway and door opening out of the front hall are flanked by fluted pilasters with handcarved capitals of great beauty of design, and a similar treatment is used for the dining room fireplace.

The rear hall contains, the stairway, which has a handsome mahogany rail. This stair has historical as well as architectural interest as it exhibits the only scars left on the old house by the two great wars of which this section of Virginia formed decisive battleground. These scars are in the shape of deep gashes on the banister made by Tarleton as he rode up the steps on his horse, a seemingly favorite stunt since he did the same thing in each house that he occupied. The house is divided into four rooms on each floor, the lower rooms being full panelled and the upper ones having panelled chimney breasts. Each room has a marble mantel, but only in the drawing room does the original mantle still remain intact. This marble is the first piece that was brought to this country from Italy.

Considering the wars and years which have passed over this old home, its state of preservation is remarkable, but Carter's Grove, with its modern equipment has been granted a new lease on life and usefulness.

LONG MAY IT WEATHER THE STORMS OF LIFE AND STAND AS AN INSPIRATION TO THE BUILDING OF HOMES THAT ENDURE." ¹

REMAINS OF CARTER'S GROVE LANDING, c. 1900

Source: Valentine Museum: Cook Collection [No Image]

Illustration- Appendix #16

TREBELL'S LANDING

(called GROVE LANDING WHARF later)

1779 [in spring]

...

Colonel Pickering, Commissary General to the continental army, and Commodore James Barron, were stationed at Trebell's Landing, near Burwell's ferry.

(*Virginia Historical Register*, Vol. I, p. 79)

1781

Commodore James Barron...senior officer of the State Navy [was] to collect all the officers under him, and all the small craft of every description that he could find in James river at Trebell's Landing, which was made the Head Quarters of this assemblage, and preparatory to the now expected arrival of the Northern army under Gen. Washington...

(Ibid. Vol. III, p. 202)

1781 Oct. 6th

...Col. John Pryor to Col. William Davies [Camp before York]: "Our Landing now is Trebell"—pray have directions given to craftsmen accordingly."

(*Calendar of Virginia State Papers*, Vol. 2, p. 529)

1781 TREBELL'S LANDING

At Trebell's Landing, one mile southwest, the artillery and stores of the French and American armies for the siege of Yorktown were landed, September 1781. These were conveyed by land (six miles) to Yorktown. The troops disembarked at the landing near Williamsburg.

(*State Historical Markers of Virginia* (1948) p. 128 (6th edition).

1781 [The March upon Cornwallis]

...

REMAINS OF CARTER'S GROVE LANDING, c. 1900

Source: Valentine Museum: Cook Collection [No Image]

It only remained now for Washington's troops to reach Lafayette's force at Williamsburg, and march down upon Cornwallis...By the 18th (September) they were off, heading down the Chesapeake for the landings nearest Williamsburg on the James. Scammell's light infantry were the first to arrive, and they disembarked at the College Landing, about a mile from Williamsburg, on the College or Archer's Hope creek. The French landed in the vicinity, at Jamestown Island, and at Burwell's Ferry, the present King's Mill Wharf, one mile below the mouth of Archer's Hope. The stores and artillery were unloaded at Trebell's, or the present Grove Wharf, three miles below Burwell's and six miles from Yorktown, these points being precisely located on the accompanying map, made by Major Kearney in 1818...

(*The Yorktown Campaign and The Surrender of Cornwallis 1781*, by Henry P. Johnston (1881) pp. 101-102.)

1783

William Trebell paid tax on 107 acres in James City County.

(Land Taxes James City County.)

1802

William Trebell paid tax on 107 acres in James City County.

(Ibid.)

1803

Carter Burwell paid tax on 107 acres of land via Trebell.

(Ibid.)

1818

Trebell's Landing as of 1781 shown on U. S. Survey Map of the Peninsula by Major James Kearney.

(See: Kearney Map, copy in Johnston, p. 101.)

(See also: [Illustration #20.](#))

1816 THE NORFOLK AND RICHMOND STEAM-BOAT, 1816 ... THE STEAM-BOAT POWHATAN

...To leave Norfolk every Monday and Thursday (after dinner) at 3 P.M. and arrive at Richmond at 1 o'clock, P.M. of the succeeding day. To leave Richmond every Wednesday and Saturday (after breakfast) at 9 o'clock A.M. and arrive at Norfolk at 6 o'clock, A.M. of the of the succeeding day...Passengers can be taken off or landed at any point on the route between Norfolk and Richmond...and...passengers may be conveyed to the towns and public places situated on the River, such as Smithfield, Williamsburg, &c.

(*The Lower Norfolk County Antiquary*, Vol. 4, pp. 49-54, taken from *Norfolk and Portsmouth Herald*, October 21, 1816.)

1841

Pocahontas, Capt. Lewis Parrish, two trips to Richmond from Norfolk each week.

(Emmerson's *Steam Navigation in Virginia and North Carolina Waters* (1950), p. 109.)

1848

Thomas Wynne who owned Carter's Grove stated that "he had erected a wharf and bridge a few years ago as a steamboat landing, has hack service to Williamsburg and Yorktown and is carrier of the mails from Grove Wharf to these places."

(James City County Petitions.)

Wynne petitioned the General Assembly to be allowed to repair the wharf.

(James City County Petitions.)

1851

Thomas Wynne paid taxes on a wharf built—valuation \$1700.

(James City County Tax Lists.)

1854

Wynne paid tax on a wharf assessed at \$1217.

(Ibid.)

1857 Feb. 12

DESTRUCTION OF WHARFAGE...We learn that the ice has carried away the Grove Wharf on James River, and has slightly injured Allen's...

(*Weekly Williamsburg Gazette*, Feb. 12, 1857.)

July 1

The Steamer *Comet* plies between Richmond and Norfolk stopping at all wharfs on the James River.

(Ibid. July 1, 1857.)

1860

Lewis Ellison who lived at Carter's Grove owned two stage coaches.

(See: Chapter on Ellison in Carter's Grove report.)

1860

James River boats touch Grove daily.

(*Richmond Whig* , Feb. 21, 1860.)

Road to the east of Grove leads to Grove Wharf.

(Ellison to Lee, deed. See: Carter's Grove report.)

1862

Campaigne Maps Army of the Potomac, map No. 1: Yorktown to Williamsburg prepared by command of Maj. Gen. George B. McClellan, U.S.A. in September 1862. Grove Wharf, King's Mill Wharf noted. See: Illus. #20.

1868

Summer Arrangement for Richmond, Fortress Monroe and James River Landings on and after March 22, 1868, the new and elegant U.S. mail Steamer ANTELOPE, Capt. Z. C. Gifford leave Norfolk for Richmond Tues. Thurs., & Sat. at 6 A.M. touching all landings on James River...

(*Norfolk Day Book*, John R. Hathaway, ed., Vol. 16, No. 97, April 22, 1868, p. 4.)

1868

[Ellison's effort to sell Carter's Grove]

"The wharf is attached to the premises, at which James River boats regularly stop, and is the source of considerable profit to the farm..."

(Broadside in Chancery Suits, James City County records, File Box #13: Sept. 21, 1868.)

1874

Steamer *John Sylvester* from Norfolk to Richmond goes three times each week, touching Portsmouth and Landings on the James River.

(*Norfolk Landmark* , Nov. 29, 1874.)

1896

Grove Wharf shown on a Map of the James River-route of Bay-Line Steamers.

(Map in Research Department.)

1898

Steamer *Pocahontas* , Norfolk to Richmond-three times each Week.

1907

Percival Bisland, owner of Carter's Grove, to Margaret Bisland, deed—gives Grove Wharf Road as a boundary for Grove Plantation.
(James City County and City of Williamsburg Court Records, Deeds 11, pp. 190-191.)

1910

Remains of Grove Wharf, a photograph by Cook.
(Valentine Museum, Cook Collection.)

~~Illustration~~ Appendix #17

Excerpts from The Virginia Gazette , W. C. Johnston, Editor and Publisher, Williamsburg, Virginia

March 2, 1907

Dr. E. G. Booth, former owner of Carter's Grove, is storing his furniture at the home of Miss Sherwell on Palace Green.

March 16, 1907

Dr. E. G. Booth, who recently sold Carter's Grove, will spend a few days at his old home in Nottoway...

April 13, 1907

Dr. E. G. Booth, formerly of Carter's Grove is now enjoying himself at his old home in Nottoway.

July 13, 1907

The infant son of Rev. and Mrs. W. A. R. Goodwin continues very ill to-day. His parents took him to Carter's Grove and spent a couple of days with Mr. & Mrs. Bisland. The change improved the child, but to-day he was taken worse.

October 5, 1907

Big Neck & Grice's sold by H. M. Keer of Norfolk to G. S. Briggs & Co. of Norfolk for \$11,900.

January 4, 1908

T. P. BISLAND DEAD

After an illness of only a few months with tuberculosis, Mr. T. P. Bisland, owner of Carter's Grove, passed away on Christmas day. Mr. Bisland came here with his family after purchasing Carter's Grove. He made many friends in his adopted home. The remains were taken to Baltimore for burial.

July 4, 1908

Mrs. Bisland is entertaining friends from patterson, N.J. at Carter's Grove. Her guests are Miss Murry and Miss Butler.

Miss Louise Harrison and several young friends were guests at Carter's Grove last Sunday.

July 11, 1908

Mrs. Randolph Harrison has returned from a visit to Mrs. Bisland at Carter's Grove.

Mrs. J. B. Spencer is spending some time at Carter's Grove the guest of Mrs. Bisland.

July 26, 1908

Miss Murray & Miss Mary Butler who have been visiting at Carter's Grove, left for Natural Bridge.

August 15, 1908

Miss Highland and Mrs. Woodall of Baltimore, who have been visiting Mrs. Bisland at Carter's Grove, have returned home.

August 29, 1908

Miss Nicholson of Baltimore is visiting Mrs. Bisland at Carter's Grove.

September 12, 1908

Mrs. Bisland now has as her guest her sister Mrs. Combs and child, of Chicago.

September 26, 1908

Miss Nora Macon is visiting Mrs. Bisland at Carter's Grove.

October 3, 1908

Mrs. Bisland of Carter's Grove spent Wednesday in Richmond.

October 17, 1908

Mrs. Bisland returned to her home at Carter's Grove, Tuesday, from a visit to relatives in New York.

November 21, 1908

Miss Nora Macon is a guest at Carter's Grove where she will remain until Christmas.

November 28, 1908

Mrs. Bisland of Carter's Grove visited the Misses Garrett Tuesday.

January 21, 1909

Mrs. Bisland & Miss Mary Nicholson of Baltimore in Richmond Monday.

January 28, 1909

Mrs. Bisland, Miss Nora Macon and Miss Nichols will leave the coming week for New York and from there to Chicago to spend two months with Mrs. Bisland's sister.

February 4, 1909

Mrs. Margaret Bisland and Miss Nora Macon left Monday for Chicago.

June 23, 1910

Property Transfers

Mrs. Margaret Bisland has purchased "Red House" tract in lower James City, containing 171 acres, paying therefor \$5,000. This tract was bought outright, not by option. It belonged to W. H. Taylor, of Ludington, Mich.

October 13, 1910

Colonial Portland Cement Corp. which some months ago secured options on the farms of C. D. Lee, D. D. Cottom and others, has renewed all the options this week for another six months. The option money was \$100 in each case.

This cement company is chartered under the laws of Virginia and the principal offices are in Alexandria.

November 3, 1910

Library to Open Saturday

The Free Public Library will be opened in the Peachy Block on Saturday afternoon, Nov. 5th, at 3 o'clock. The E. C. A. has purchased the private library at Carter's Grove, thus adding over 250 volumes of the best classical and modern fiction as well as valuable histories, poetical works, essays and books of travel....

[November 17, 1910 issue of The *Virginia Gazette* has an article about million dollar cement plant to be erected near Yorktown.]

February 9, 1911

Free Library Busy Place

...Since the purchase in November of the library at Carter's Grove the list of books has been increased by a most generous gift of two hundred volumes from Mrs. Elizabeth Bisland Wetmore, a well known writer and sister of the former owner of Carter's Grove....

March 2, 1911

JAMES CITY FOR ROAD

[Re proposed Richmond-Newport News sand and clay road.]

...

Mr. A. D. Hauk, of Carter's Grove, who is connected with the cement corporation, was called upon and promised to give it his support financially and otherwise. He said he and his company were of course interested and while he could not speak for the corporation, he felt assured that it would encourage the building of the highway in every manner possible.

April 6, 1911

BIG SALES AT COURT MONDAY

...

Among the big land sales advertised for next Monday is Carter's Grove, the historic James River farm. This tract is expected to bring over \$50,000, so some idea may be had of its importance.

July 3, 1913

GIFT TO LIBRARY

The Free Public Library has received a photograph of her brother, the late Percival Bisland, of Carter's Grove, from Mrs. Wetmore, his sister. In this way Mr. Bisland's face will become familiar to many readers who are already accustomed to see his name on the fly-leaf of the books which his sister so generously gave to the Library as a memorial to him.

March 25, 1915

BOOKS FOR PUBLIC LIBRARY

Mrs. Wetmore who is now in England recently sent 18 books and her sister, Miss Bisland, mails frequent volumes from Switzerland.

Excerpts from

The Virginia Gazette, W. C. Johnston, Editor and Publisher Williamsburg, Virginia

November 12, 1920

For the first time in ten years Dr. & Mrs. Edwin G. Booth had with them at one time their sons: Capt. Edwin G. Booth of Constantinople, Dr. John Thompson Booth of Ashland, and Lieutenant Commander William Harris Booth, U.S.N. and now judge advocate aboard the cruiser Michigan, stationed at Philadelphia.

...Monday afternoon Captain Booth, Commander Booth, their parents, Miss Clara Booth, Miss Lottie Garrett and Mrs. Van F. Garrett visited Carter's Grove, the old Booth home for twenty-three years.

December 16, 1920

Commander William Harris Booth, U.S.N., has been transferred from the battleship Michigan to the Minnesota in the Pacific squadron. Commander Booth is the son of Dr. and Mrs. Booth of this city, and has a sister, Mrs. Ballentine, living in San Francisco.

February 10, 1921

Dr. Edwin G. Booth, 82 years old—is living in the Wythe House.

March 31, 1921

Dr. E. G. Booth has received an interesting letter from his son, Capt. Edwin Booth, who is stationed in Constantinople. Capt. Booth is connected with the U. S. Shipping Board.

July 21, 1921

Dr. & Mrs. Booth were visited in Williamsburg by their daughter, Mrs. Hugh Cuming. Mrs. Cuming is the wife of the Surgeon-General U. S. Health Service.

IMPRESSIONS OF CARTER'S GROVE And the BOOTH FAMILY 1

Dr. Robert Gilchrist Robb, long professor of Chemistry at William and Mary College, visited Carter's Grove many times when a student of the College in 1891-1892. We include his impressions of Carter's Grove and the Booth family:

[Robert G. Robb, William and Mary College to his father, Philip L. Robb of Gay Mont, Caroline County, Virginia.]

October, 1891

...I met Dr. Edwin G. Boothe today and he is very nice to me, and invited me to come down and see his son, who is about my size, whenever I got a chance and that he would make it all right with Pres. Tyler, as he is a member of the board of visitors. He says that he lived in an old colonial house about 200 yards from the river, and that he and his son are very fond of hunting and that he keeps hounds, setters, horses, boats and guns...

Feb. 28, 1892

...Yesterday morning Dr. Booth's son, Edwin, drove Wilcox (a boy just about my size) and myself down to the Grove, and we have had a very nice time. Dr. Booth's house is a beautiful old stone [sic] house standing back about 300 yards from the James river, which is about 3 miles wide here. Dr. Booth was not at home, but Mrs. B. was very nice to us. There were also in the house Miss Henrietta Booth, Edwin and two other boys about the size of Bernard. It was so rainy that we could not go rowing on the James river, as we wanted to do. However, we had a very nice time playing cards and nearly every kind of game I ever heard of. The Booths live in great style. They always have 3 or 4 courses at dinner etc. and keep a carriage and a beautiful pair of bays just for driving and riding. Mrs. Booth intended to drive up to church today, and bring us up in the carriage, but it was so rainy that she could not come, so Wilcox and myself came up on the train this evening and got here at five o'clock. I like Edwin very much and I think that I will go down there again some time this spring....Dr. Booth invited Lightfoot Brooke down to the Grove too, but he was sick, so he could not go.

Nov. 20, 1892

You must write to me again before long and let me know just when you will come. Dr. Booth sent his best regards to you and says you must certainly come down to The Grove while you are here. I spent last night there with Edwin and drove back this morning in time for church. We did not leave here until after the societies were over, and it was after 11 o'clock when we got there.

STORIES AND LEGENDS OF CARTER'S GROVE ¹

TARLETON

~~General~~ Colonel Banastre Tarleton's association with Carter's Grove during the latter days of the Revolution has been told many times in secondary sources. The earliest version of the story of Tarleton or his men being at Carter's Grove so far as the writer could find is found in R. A. Lancaster's *Historic Virginia Homes and Churches*. Mr. Lancaster refers to Tarleton thus:

Along the hand-rail may still be seen the gashes made by the sabres of Tarleton's men, who paid their respects to Carter's Grove when raiding Virginia during the Revolution. ²

Another version has it in this way:

On the mahogany stair rail are many scars made during the Revolution by the savage General Tarleton. One story says that while occupying the house as his headquarters, he ordered some of his men who were upstairs to come down, and when they did not obey promptly enough to suit him, he rode up the broad, low stairs on his horse, hacking at the banister rail with his sword as he rode. He and his men of course plundered the place before leaving. ³

It is a fact of history that ~~General~~ Colonel Tarleton in 1781 marched his dragoons to Burwell's Ferry on the James River which landing place is about one and a half miles from Carter's Grove. Henry B. Carrington writing in 1876 in *Battles of the American Revolution 1775-1781* made this comment:

Within six miles of Williamsburg the next morning, a sharp skirmish ensued. The Queen's Rangers (Simcoe) had marched down the Chickahominy, guarding the British rear and right flank. They were closely pressed by the American advance guard under Colonel Butler, supported by Wayne. La Fayette says, "the whole British army came out to save Simcoe." Tarleton had marched to Burwell's Ferry on the James River, and says, "Before the horses were unbridled, the sound of musketry and cannon announced the commencement of an action at the outpost, and Lord Chewton soon afterwards delivered Earl Cornwallis' order for the cavalry and mounted infantry to repair with expedition to the army, who were already moving to the relief of Lieutenant-colonel Simcoe..." ¹

A reproduction of Raeburn's lithograph of Banastre Tarleton hangs in the Office wing at Carter's Grove as a fitting reminder of Tarleton's reputed visit there in 1781.

STORY OF THE REFUSAL ROOM AT CARTER'S GROVE

Just how or when the "Refusal Room" at Carter's Grove got its name is not known. In many books ranging from the 1900's to the present this drawing room is called the "Refusal Room."

Legend has it that both George Washington and Thomas Jefferson were refused in this room. Mary Cary is supposed to have declined the hand of Washington and sometime later, Jefferson was refused in marriage by Rebecca Burwell, "the fair Belinda."

Mary Cary was the daughter of Wilson Cary of Ceeley's Warwick County. She married Edward Ambler of Jamestown.

Rebecca Burwell was the daughter of Lewis Burwell of Fairfield, Gloucester County. She married Jacquelin Ambler of Jamestown.

AMUSING STORY TOLD BY A FORMER HOSTESS AT CARTER'S GROVE

ca. 1933

In the entrance hall at Carter's Grove on the east and west wall facing are two large paintings by LeBrun: *Peace* and *Plenty*. *Peace* portrays a Rubens-like voluptuous figure surrounded by five cherubs and near the bottom of the portrait is a lion. Miss Collier, the hostess, was conducting a group of tourists when she stopped them in mid-hall with the purpose of lecturing to them on the finely carved stair, Ionic columns and superb panelling when a tourist interrupted: "Who is the lady in the picture?" Miss Collier noted for her quickness in repartee replied: "That is Mrs. McCrea and the five cherubs represent her five daughters." But the tourist was not fully satisfied. She asked: "Why do they have a lion in the picture?" "Oh," said Miss Collier. "The lion represents Mr. McCrea."

STORY OF THE DUEL FOUGHT AT CARTER'S GROVE

William Oliver Stevens in *Old Williamsburg* (1938) mentions a story connected with Carter's Grove. According to Stevens "two hotbloods went into one of the rooms and fought out their grudge with swords, one of whom fell mortally wounded."

STORY OF THE PIRATES

Another legend has it that two pirates were buried in the cellar at Carter's Grove.

STORY OF CARTER'S GROVE DURING THE CIVIL WAR

During the Civil War Carter's Grove was owned by Lewis Ellison. It has come down through the family that Ellison who came from Maryland sided with the South in the fraternal struggle but his brother, James Ellison, fought on the Northern side. Lewis Ellison's wife's mother and several of her sisters came to Carter's Grove for the duration of the War thinking at the time that they were escaping from the theatres of war to more peaceful habitation. Such did not prove to be the case, however. Williamsburg changed hands between Federal and Southern possession some six times and Carter's Grove came in for changes also. Sometimes Confederate troops were encamped in the fields surrounding the house. At night some of the soldiers would come to the house, sing and dance with the young ladies there. And, perhaps, the next week the Federals had taken possession. Mr. Ellison's mother-in-law died at Carter's Grove during this period and two children of his sister-in-law, Mrs. Sharp, died there also.

STORY OF THE WHITE CARNATIONS

"Ghost" Rips Carnations
To Bits in Old Mansion
Litters "Refusal Room" Where Mary Cary said No
To George Washington—It's "Of Mice Or
Men," But Traps Catch No Mice

[By the Associated Press]

Williamsburg Va., June 24—It should be simple to identify the "ghost" of Carter's Grove if they ever see him—he'll be destroying a white carnation.

Thus far that's the only sign left in two rooms visited by the "something" at the historic old mansion on the James river—white carnations stripped from their stems and strewn in profusion over the floors.

Deep Mystery To Owner

Mrs. Archibald McCrea, owner of Carter's Grove, a gathering place for the elite since Virginia was a colony, said today it was indeed true that something was coming in at night to blight her blooms, but what or why she could not guess. And she wouldn't venture an explanation on why only white carnations in a bedroom and the "refusal room" are being torn asunder.

The "refusal room," so called because of legends that in this room pretty Mary Cary declined the marriage proposal of George Washington, and a north-wing bedroom are the only places where the flowers are torn from their vases. The thing has been going on for some time now.

Mice?—Traps Say No

A practical florist said mice might be the answer, but baited traps went unsprung through the night.

John Coleman, the white-haired old Negro butler, said "ghosts," but you can't set a trap for ghosts.

Mrs. McCrea is still seeking a solution. She says she will find it if the white carnation supply holds out.

The Evening Sun, Baltimore, Md., June 22, 1939.

N.O.B.

Norfolk, Virginia

September 8, 1942

Dear Miss Mollie:

You did something real and very grand for us yesterday, though you could not know. At the time we ourselves were not conscious of what was happening. Before we could understand, it was necessary that we return to the surroundings that have been a part of my existence for the past eight months. This evening as I was returning from duty, to my Barracks, in the early twilight I suddenly saw the Saltillo blue sky, and realized that for a great while I had taken no real pleasure in the beauty around me. The jagged shilouettes looming above the horizen were the same symbols of that International Murder that has so penetrated our lives, but today they no longer depressed me. Something had happened to change my outlook.

Since that cold, blustry day in January when I left my home, my friends, and every optomistic plan I had made for the future, to do my infinitesimal part in the protection of those possessions which we hold to be our natural right and heritage, the joy of living had gone from me. I had loved simple things; the glory of a Texas sunset; the mighty majesty of a Gulf Hurricane; the peace of Tortilla Flat on a winter evening, when a man's possessions could become animate; the music of a woman's voice, the warm, hearty pressure in the handclasp of a friend. These comprised my wealth.

But though the choice was my own, the burden of giving up my acquisitions was heavy on my shoulders, and my first months in the Navy were hard to take. I saw no familiar faces, and the desire to make new friends seemed completely dead within me. Everything around me was marked with the stamp of the great god Mars, and represented a side of life completely foreign.

When the opportunity came to bring Nestor up to fill a place here in the same duty assignment, I grabbed it. We had lived together for several years, and had shared our loves, our troubles, and our fun. Like me, his duty call had been magnified by the slow starvation, through the war, of a business into which he had put much effort, and no little part of his soul, and he was ready to get into the fight. His arrival was a tonic for me.

But his spirit too had felt the chill, steely, fingers of the Pestilence, and though we didn't talk about it, we both had the feeling that our world had suddenly gone all wrong.

There was no longer any real desire to sit and dream and to look at the stars, just because they were stars, to listen to the symphony of the wind in the trees, or to even be a part of Life if living meant the death of the spirit.

It was all so jumbled, and there was no peace. We fired no guns, we raised no barricades, we steered no course to battle. Ours is the stodgy task of making preparations for those who go out to achieve those heroic deeds, but the Blight was on us, just the same. We discussed those things we had always discussed, we drank our beer, we saw the usual movies, but deep down underneath, our hearts were not in what we did.

Then one night we found the Morecocks, Miss Agnes, Miss Kitty, Miss Pinkie. And in their home, which they so generously shared with us, we found the peace we had missed. It has been such a haven, so rich an escape from the stern realities of the moment, that even now such good fortune hardly seems possible. Their sweetness, their rare understanding, gave us a feeling that we were in our own home again. There dreams could be dreamt, and the problems of the future seemed less important. We found many things that we had left behind; simplicity, affection, the small flame whose light changes a house into a home.

It was yesterday evening, when we first came to Carter's Grove, that our complete return to Living was achieved. There we found our pattern for the future, though we didn't know then, as I have said before.

While we were enjoying ourselves to the limit of our capacity, as we revelled in the charm and beauty of a House that did justice to its Mistress; a Voice rich, sensuous, and reassuring spoke softly to our sub-conscious. The festivity of the evening drowned the sound of the Voice, but the words penetrated through, and tonight as I walked through the twilight, they came back to me like the fragment of a song returns to haunt the mind.

Because Old Houses are very near to my heart, and because Carter's Grove is the King of all I have known, I listened to its sage expoundings, and revered them.

"You think your whole world has gone to smash", the Old House said, "you who are young and faint of heart, but I tell you, in my time I have seen worlds come and go, and I have lived to tell a tale. Two and a half centuries ago, almost, I was born in a country that was just beginning. My coming into being was long and arduous, and my creators came from great distances to make me what I was to be. When I was finished I must have looked somewhat gaunt and awkward, standing here alone in the wilderness that was around me. But the pride of my Master, and the joy of my young Mistress, for whom I had been created, inspired me, and their love and care gave me confidence to hold my head proudly high. From my vantage point on these broad acres I looked down to the waters of the James, and saw ships arriving after long journeys, bearing rare treasures with which I was to be adorned. When they departed they took with them the products of this land, and even far away, I became famous and many came to pay me homage.

Under my care, children grew and lived and loved, and their lives became a part of me, and I a part of them. And slowly the strange, grim, world around me began to take on new grace and beauty, and I felt that some of that beauty arose because of me, and I was glad.

Suddenly, almost in a day, my peaceful, happy life was torn completely apart, and my world collapsed. Strangers came down on us in boats, and drove my loved ones away, devastated my lands, and destroyed my treasures. For a time they took possession of me, and I was no longer loved. The future looked very black, and I thought that I would perish. My hopes, like yours, were almost gone.

Then one day my tormentors left me, and I was quite alone, and for a space of time, almost forgotten. The sunlight sent groping fingers down through my wounds. I became a haven for rats, and worms, and beasts of the field. I wanted to die for my world was gone. Suddenly my coma was lifted. On my stair rail I felt the warmth of a familiar hand that touched my wounds softly, in the same manner that you today placed your hands on the scars of those same wounds. I felt soft footsteps hesitate, then climb the stairs, and the friendliness of their pressure sent faint tremors of life from the tops of my great broken chimneys to the depths of my plundered wine cellars.

From that moment life came back to me, and I knew again loving care and tenderness. I was restored to even greater beauty than before, and in time many of my wounds were completely healed. Families again grew under my care, and life was good.

Just as I was beginning to believe that the evil days had been only a ghoulish nightmare, my world tumbled around my shoulders again, and once more I felt the harsh heel of the invader. Again I was a victim of theft and despoilation; I saw bloodshed and death. But this time, my faith was stronger, and though the second scourge was most grievous, I bowed my head, and kept my spirit, waiting and hoping for the return of my loved ones.

Again my tormentors left me, again I was forgotten for a while. The days passed and no one came to bind my wounds. Slowly they

enlarged and festered, until my faith gave way to despair, and my spirit weakened greatly. My fields lay idle and untended, and an ominous quiet was over the land.

The first day I felt again the scrape of footsteps on my threshold was dreary, cold, and rainy, but even so, I sprang out of my lethargy, brushed off my cobwebs, and waited breathlessly for a sign of recognition. The intruder stopped at the door, apparently hesitant to enter. Shortly he was followed by others. I was puzzled. Obviously, these were not my enemies; could they be my family, to whom I presented so poor an appearance that they feared to return to my sheltering embrace? I tried to pull myself back into a semblance of my former loveliness, but the pain of my wounds made my effort a sad one at best.

Slowly these strangers entered. To my horror and humiliation, they inspected me from cellar to garret, and I could feel their curious gaze directed at my old, gaping sores. But there was no understanding, patient hand to bendage my wounds, no balm of tears to soothe my pains. They stayed, and brought with them weird, ugly things that took the place of my adornments.

Days passed, and months and years, and slowly my wounds were rudely patched by these strangers, but there was no love for me in their work. Gradually I realized that my former Masters were gone forever, and my despair was more profound than in the early days. Complete destruction would have been far preferable, but such a panacea was denied me.

Through the years I existed, a broken, hollow shell, without visible evidence of life or hope, but deep inside me, a faint flicker of hope still burned. Families came and went, but none had the feel of my loved ones. Some made alterations, which were done without love, and only served to increase my ugliness. The depths came to me when my rich panels were covered over with paints in garish blues and whites and reds, and a long monstrous piazza, the fashion of the moment, was built across my face, destroying my last claim to dignity and harmonious proportion.

Early one morning as I slumped sluggishly in my bed of weeds. I became idly curious about a couple who had approached me and were apparently discussing me interestedly. They went away, but on the following day the woman returned. There was something about her that was vaguely familiar, but it was not until she entered the hall and laid a warm, understanding hand on my stair rail that I felt an almost forgotten surge of life in my atrophied timbers. It couldn't be possible - after all these years - but there was that same glowing tingle.

With a Herculean effort that shattered two panes of glass in my windows and sent new plaster cracks across my smoky, dingy ceilings, I pulled myself together and tried to give her a regal welcome, even daring to hope that she might be able to look behind my countless blemishes, and see my beauty.

Many times in the next few weeks my lady returned and brought her gentleman with her. There was something about the musical ring of her tiny feet as they beat an ecstatic tattoo across the ancient pine floors that set my heart to beating again. Each time she left me I was desolate. Would she fail to return? Could it be possible that she had failed to see what I so hoped she would?

Then, when she had stayed away for a longer time than usual, my sepulchral silence was broken by the noise of many vehicles approaching down the rutted lane leading from the highway. Apprehensively I peered from under a hanging shutter that obscured my vision, in an attempt to determine the reason for such a clatter. Men were coming by the dozens; And in their midst was my lady. The first clasp of her hand around the tarnished door-knob told me my future. I was going to live again; At that moment I knew the greatest happiness that can come to an Old House.

Today you see me alive, serene, and majestic again. My head is proudly reared to catch the first rays of glorious Virginia sunlight in the morning, and to bid neighborly farewell to its last shafts as they sink in the silver waters of the James in the evening. The paint that once obscured my priceless panelling is gone like my old wounds; both have left on me the rich mark of age and experience, and thereby have increased my beauty beyond that which was bestowed on my at my creation.

Tonight the warmth of generations of lives protected under my roof-tree is reflected in my floors, my walls, my ceilings, and in the very air you breathe, and gives you the feeling of hospitality for which I am justly famed. The love of two persons, and the labor that their love brought forth, has restored to me my spirit and my faith and hope.

In a like manner your world will some day come back to you if you have the patience and fortitude to endure through blood and steel and tears."

As the twilight faded into darkness, so faded the words of the Old House. I walked into the Barracks and was no longer disturbed by my hundred shipmates, nor my lack of peace or ability to see a livable future. In such a manner was our hope for our future restored in us.

In grateful appreciation, I am

Your most humble servant and admirer,

Erle Rawlins

This is the letter I started before but didn't finish. Last night on duty my heart was so full of you and Miss Kitty, and Carter's Grove that I had to tell someone about it. I have related poorly what the Old House told me, but I know it has spoken to you so many times that you will be able to read what I have left out. Thank you again for being such a wonderful person. I'm not much of a typist.

Please forgive the errors.

ER

Dear Miss Mollie:

These thoughts of Erle express far better than I ever could my feelings for Carter's Grove and you.

Nestor DuVail

Genealogy Charts

Carter family

Cary - Harwood - Wynne family

Spotswood family

No Page numbers

~~Illustration~~ Appendix #20

MAPS WHICH NOTE BURWELL OR GROVE WHARF

- 1751
Joshua Fry and Peter Jefferson's "A MAP OF THE MOST INHABITED PART OF VIRGINIA..." published in London, 1751. The names of *Burwell*, *Bray*, *Burwell* between Archer's Hope Creek and Skiff's Creek on James River. Carter's Grove is the *Burwell* most easterly on map. Colonial Williamsburg, Inc.
- 1781
Major James Kearney's Map 1818 of Carter's Grove section of James River as it was in 1781. Copy taken from Johnston's *The Yorktown Campaign and The Surrender of Cornwallis 1781* (New York 1881).
- 1781
Lafayette Position from Sept. 8-26, 1781. Original: French National Archives, Service technique de genie Carte #74. Source: Warrington Dawson.
- 1781
Carte De La Campagne De La Division Aux Ordres Du M^{rs} De S^t Simon En Virginie Depuis Le 27^{bre} 1781. Source: Newberry Library, Chicago, Ayer Collection #238.
- 1781
A PLAN OF THE ENTRANCE OF CHESAPEAKE BAY with JAMES and YORK RIVERS *wherein are shewn* the Respective Positions (*in the beginning of October*) 1.° OF THE BRITISH ARMY Commanded By LORD CORNWALLIS, AT GLOUCESTER and YORK in Virginia: 2.° of the American and French Forces under General Washington, 3.° and of the French Fleet under Count de Grasse. Source: The William L. Clements Library, Ann Arbor, Michigan
- 1782
Map by Desandrouins. Armee de Rochambeau, 1782. CARTE des Environs de Williamsburg en Virginie on les Carme's Francaise et Americane ont Campe's en Septembre 1781. Source: Warrington Dawson. Original: Paris, War Genie, Service Technique du Genie, #47 facsimile 8, Carte 29.
- 1782
Map by Desandrouins. Plan of the Vicinity of Williamsburg, showing the Camps of the Armies of the French and Americans. Sheet #3. Original: War Office, Paris. Source: Warrington Dawson.
- 1862
Brig. Gen. A. A. Humphrey's Campaign Maps, Army of the Potomac, Map #1. Yorktown to Williamsburg, prepared by Command of Major General George B. McClellan, Commanding, Army of the Potomac. Shows Grove Wharf, King's Mill Wharf, Church, Half Way House. Source: U. S. Coast Survey Charts, Washington, D. C.
- 1875
Plat of Carter's Grove - colored (1874) in Chancery Suits, File #33, James City County and City of Williamsburg Court Records: Choles vs Branch, Peachy and Motley, Commissioners for Estate of Thomas Wynne, deceased.
- 1896
Map of JAMES RIVER ROUTE of the BAY LINE (Baltimore Steam Packet Company), STEAMER VIRGINIA, 1896. *Grove Wharf* indicated. Source: H. D. Cole
- 1907
Plat drawn by Sydney Smith (1907) for Dr. Edwin G. Booth, James City County. Taken from court records James City County.
- 1751 Joshua Fry and Peter Jefferson's
"A MAP OF THE MOST INHABITED PART OF VIRGINIA..."
Published in Lond, 1751. Colonial Williamsburg, Inc. [no image]
- 1781 Major James Kearney's Map 1818 of Carter's Grove section of James River as it was in 1781. Copy taken from Johnston's *The Yorktown Campaign and The Surrender of Cornwallis 1781* (New York 1881). [no image]
- 1781 Lafayette Position from Sept. 8-26, 1781. Original: French National Archives, Service technique de genie Carte #74. Source:

Warrington Dawson. [no image]

1781 Carte De La Campagne De La Division Aux Ordres Du M^{rs} De S^t Simon En Virginie Dupuis Le 27^{bre} 1781. Source: Newberry Library, Chicago, Ayer Collection #238. [no image]

1781 A PLAN OF THE ENTRANCE OF CHESAPEAKE BAY with JAMES and YORK RIVERS...

Source: The William L. Clements Library, Ann Arbor, Michigan [no image]

1862 Brig. Gen. A. A. Humphrey's Campaign Maps, Army of the Potomac, Map #1, Yorktown to Williamsburg,... Source: U. S. Coast Survey Charts, Washington, D. C. [no image]

1875 Plat of Carter's Grove - colored (1874) in Chancery Suits, File #33, James City County and City of Williamsburg Court Records. [no image]

1782 Map by Desandrouins. Armeé de Rochambeau, 1782....

Original: Paris, War Genie, Service Technique du Genie, #47 facsimile 8, Carte 29. Source: Warrington Dawson. [no image]

1782 Map by Desandrouins. Plan of the Vicinity of Williamsburg, showing the Camps of the Armies of the French and the Americans. She #3. Original: War Office, Paris, Source: Warrington Dawson. [no image]

1896 Map of JAMES RIVER ROUTE of the BAY LINE (Baltimore Steam Packet Company), STEAMER VIRGINIA, 1896. James City County and City of Williamsburg Court Records. [no image]

1907 Plat drawn by Sydney Smith (1907) for Dr. Edwin G. Booth. James City County and City of Williamsburg Court Records. [no image]

Footnotes



[^] 1. *Virginia Magazine of History and Biography*, Vol. 6, p.6.

[^] 2. Ibid. p. 10.

[^] 1. Ibid. p. 21.

[^] 1. Frederick County Court Records, Will Book No. 2 (Superior Court), p. 404.

[^] 1. James City County Court Records, Will Book 7, pp. 178-193.

[^] 1. New Quarter, one of Carter's plantations in York County. Later owned by Carter Burwell, his grandson by the will of his grandfather, Robert Carter. M.A.S.

[^] 1. Moidore - a Portuguese gold coin worth c. \$3.27.

[^] 1. Diary of Robert Carter 1722-1727, Alderman Library, University of Virginia (M-113 CWI).

[^] 1. Daughter of Nathaniel and Elizabeth Carter Burwell. See: Will of Nathaniel Burwell.. ~~illus~~ Appendix #1.

[^] 1. Robert Carter Letter Books, Alderman Library, University of Virginia (M-113 CWI).

[^] 1. Carter Family Letter Book 1732-1781, Alderman Library, University of Virginia (M-62-8 CWI).

[^] 1. The *Builders Dictionary* in 2 volumes was printed by A. Bettesworth & C. Hitch; and S. Austen (London) 1734. A copy of this edition is in the Kocher Collection (CWI).

[^] 1. The *Builders Dictionary* in 2 volumes was printed by A. Bettesworth & C. Hitch; and S. Austen (London) 1734. A copy of this edition is in the Kocher Collection (CWI).

[^] 1. Mann Page II married (2) in 1718 Judith, daughter of King Carter and sister of John and Charles Carter. Mann Page III married 1743 Alice Grymes. John and Charles Carter, executors of Mann Page's estate on November 10, 1733 ordered from Messrs. Hayward & Chambers, merchants in Madeira, wood fit for Tables or Wainscoting to be worked up in Colonel Page's House.

[^] 1. Jones Papers, Library of Congress (M-22-1 CWI).

[^] 1. Burwell Family Bible Records (Berkeley Papers, Alderman Library film 3, University of Virginia). (M-62-3 CWI.)

[^] 1. *Virginia Magazine of History and Biography*, Vol. 31, (1933), pp. 357-359.

[^] 1. Burwell Papers, Account Book of Carter Burwell 1738-1755 (M-96-1 CWI).

[^] 2. Wheatley lived in Williamsburg and had a shop there. He worked on the Capitol building.

[^] 3. Edward Hansford was a carpenter. See: His account to follow.

[^] 4. Could find nothing further unless this Sumpter was Stephen Sumpter, New Kent County.

[^] 1. William Vanner was a bricklayer and glazier. There was a suit between Vanner and John Richardson, painter, in 1753 in York County. (York County Records, J & O #1, p. 416). Vanner died in 1755. In his inventory of November 20, 1756 is listed "1 set of Bricklayers tools @ 26/ and 1 Glaisier Diamond @ 21/6." (Ibid. Wills & Inventories #20, p. 461.)

^ 2. Thomas Wharton, bricklayer, was employed by Carter Burwell in 1739 at 7/ per day. (Burwell Papers M-96-1.)

^ 3. William Wynn [Wynne] was a bricklayer from Warwick County. He appears in A. Craig's Acct. Book as "M^r Wynne Bricklayer Warwick County."

^ 4. Burwell had employed M^r Sandiford's men in 1739. They came to work July 25th and made 94,000 bricks. (Burwell Papers M-96-1.)
"Mr. Sanders was paid for hire of his men in 1734 by Thos. Jones (Jones Papers, Library of Congress.)

^ 5. James Skelton, builder, worked on the Capitol. In 1720 he built church wall St. Peters Church, New Kent. (*Vestry Book of St. Peters Church*, pp. 174-175.)

^ 1. This item under heading "Cash paid away."

^ 2. Hansford was a carpenter. See: his account to follow.

^ 1. Captain Matthew Johnson of the Pretty Sally according to the *Virginia Gazette* was expected in Virginia June 13, 1751; Aug. 16, 1751; May 22, 1752; July 10, 1752 and Nov. 10, 1752.

^ 2. Baylis took over Wheatley's contract. See: Chapter III.

^ 1. Hugh Morrison's *Early American Architecture* (New York 1952).

p. 442 " *Richard Munday, amateur architect*

The name of Richard Munday is associated with many buildings of Newport in the early eighteenth century. Little is known of his life. He married a Newport girl in 1713 and by 1719 appeared in the civic records as an innkeeper and house carpenter. He built Trinity Church, the fine Colony House, the Daniel Ayrault House, and very probably the Sabbatarian Meeting] House and several Newport residences."

p. 445. "Richard Munday undoubtedly designed and built some houses. One of them, according to legend, was the great stone country house of Captain Godfrey Malbone, alleged to have resembled the Colony House; but it burned in 1764...Just before his death, Munday designed a house for the Newport merchant Daniel Ayrault; a crudely drawn plan of this house survives (See fig. 250), and the contract and specifications drawn up in May, 1739, between Ayrault and Richard Munday and Benjamin Wyatt, 'housewrights,' is an interesting document of eighteenth-century building practices. But Munday died in 1739, before the Colony House was completed; in that same year Peter Harrison, his talented successor, made his first voyage to Newport as a young man of 23."

We include the data about Richard Munday of Newport because his name was the same as Richard Munday who worked on Carter's Grove. Was there any connection between these two?

^ 1. Burwell Ledger 176441776 (98 pages) [Carter Burwell's Estate]. M-96-2 CWI.

^ 1. Burwell Papers, Carter Burwell Account Book 1738-1755 (M-96-1 CWI).

^ 1. James Taylor had been apprenticed to John Richardson, carpenter from Yorktown. In the Jerdone Accounts (1750-1752) John Richardson, carpenter, bought tools from Jerdone amounting to £2.4.-. Taylor was sent to buy these tools from Jerdone: "1 white best tenent saw, pr cornish planes, 1 spring plain, 1 pr. grooving plains and 6 lbs glue." In 1751 Richardson furnished Carter Burwell with painters. (M-96-1).

^ 1. York County Records, Deeds 1, p. 242.

^ 2. Ibid. Deeds & Bonds 2, p. 53.

^ 3. Burwell Papers (M-96-1).

^ 1. Diary of Robert Carter (M-113 CWI). As Mrs. Burwell was living at Fairfield at this date, New Quarter would be near or on the York River—south shore. Fairfield is in Gloucester on north bank of the York.

^ 2. Burwell Papers (M-96-1).

^ 3. Thomas Doswell, was overseer at New Quarter & Abrahams.

^ 1. *Page Family* by R. C. M. Page (1893) p. 17.

^ 2. Burwell Papers (M-96-2, CWI).

^ 1. James City County Land Tax, Originals in Virginia State Library. (M-1-56 CWI and M-1-57 CWI.)

^ 1. James City County Personal Property Tax, Originals in Virginia State Library. (M-1-55 CWI.)

^ 1. Excerpts from the Burwell Papers (M-96-2 CWI).

^ 1. Married John Bracken

^ 1. William Nelson Letter Book 1766-1775, Virginia State Library (M-60 CWI).

^ 1. Note Mason's above citation, concerning Werrum's Run.

^ 1. Dr. Lyon G. Tyler in *The Cradle of the Republic* (1906), p. 235, says "adjoining Littleton are some deep ravines & bottoms once owned by George Sandys, the part called in a patent to him 'Utopia' still known as Utopia Bottoms."

^ 1. Will of Nicholas Cumins 1656 York County: wife, Ellen; Robert Harrison, son-in-law.

^ 1. Black Swamp is identified as located on plat of Carter's Grove done in 1874—about a mile or more north of Carter's Grove across the road which goes from Williamsburg to Hampton. It flows into Felgate's Creek. See: plat in ~~Illustration~~ Appendix #20.

^ 1. York County Records, Wills & Inventories #22, pp. 132-136.

[^] 2. Ibid. Wills & Inventories #23, pp. 545-546.

[^] 3. Ibid. Deeds 8, p. 158 (April 20, 1812).

[^] 1. See: ~~Illustration~~ Appendix #6 and #8 for Carter and Nathaniel Burwell's ownerships of Abraham's and Mill Quarters.

[^] 2. See: ~~Illustration~~ Appendix #20 for copy of plat found in Chancery Suits, James City County and City of Williamsburg Court Records.

[^] 3. See: ~~Illustration~~ Appendix #20, and Chapter VI.

[^] 1. Letter Book of William Nelson (M-60 CWI) January 6, 1772. Nelson had been guardian and executor of Carter Burwell's estate. Nathaniel Burwell reached his majority in 1771.

[^] 2. Burwell Papers (M-96-2 CWI).

[^] 1. It is most probable that this old brick kiln was the kiln at which Carter Burwell's brickmakers made the brick used in building Carter's Grove mansion. Bricks were being made on his place as early as 1739-40.

[^] 2. York County Records, Deeds 8, pp. 50-55.

[^] 1. York County Records, Deed Book 11, pp. 2-4. Search was made into the Chancery Court of Winchester for this plat to no avail.

[^] 2. Ibid., p. 4.

[^] 3. Ibid., p. 91.

[^] 1. Ibid., Deeds 11, pp. 93-94.

[^] 2. Ibid., pp. 73-74.

[^] 3. Ibid., pp. 5-6.

[^] 4. Ibid., Deeds 12, p. 184.

[^] 1. York County Records, Deed Book 12, p. 34.

[^] 2. Ibid. p. 411.

[^] 3. Ibid. p. 294.

[^] 4. Ibid. Deeds 13, p. 392.

[^] 1. Ibid., p. 383

[^] 2. Ibid., p. 501.

[^] 1. James City County and City of Williamsburg Court Records, Chancery Suits, File Box 33.

[^] 1. James City County and City of Williamsburg Court Records, Chancery Suits, File Box 47, Kauser vs Dewey.

[^] 1. On p. 79 Miss Lathrop wrote: "...it [Carter's Grove] was falling out of repair when an elderly gentleman bought the place, put it in perfect order, installed a heating plant, and settled down to enjoy his beautiful home. He lived only two years, and his widow sold it. It was then bought by several men together, who farm the rich lands, but the house is occupied only by a caretaker and her family...." Curtis, Harwood & Bickford bought Carter's Grove in 1911. They sold it to Harwood in 1913, so Miss Lathrop was referring to these three men "who farm the rich lands". They bought it from the widow of T. Percival Bisland in 1911.

[^] 2. Tradition has it that Washington proposed to Mary Cary and not Martha Custis in this drawing room.

[^] 1. This pamphlet was written, we surmise, by Curtis, Harwood and Bickford (1911) when trying to sell Carter's Grove. It was found in an Antique Shop in New Jersey ca. 1958 by a friend of Mrs. Sally D. Eddy, of Carter's Grove and given to her.

[^] 1. The value of this article is the reference about the office wing: "...the south wing, containing the kitchen, was jointed to the main house by a recent owner who died before work on similar passage to the north wing had proceeded any further than the cutting of a door in the north wall of the mansion, which has since been bricked up." Percival Bisland, owner 1907-1908, joined the kitchen wing to the main house. We did not know that he had begun to join the north wing to the main house prior to his death in 1908. However, a picture found in the Valentine Museum, Lancaster Col., #55, shows the door cut in the north wing with work thereabout. M.A.S.

[^] 1. Robb Papers, William and Mary College Archives. James S. Patton, Washington, D. C., called the writer's attention to these letters.

[^] 1. Research has found no source material to prove the authenticity of these stories.

[^] 2. *Historic Homes and Churches of Virginia* by Robert A. Lancaster (1915) p. 54. Mr. Lancaster was Secretary of the Virginia Historical Society, Richmond, for many years.

[^] 3. *Historic Houses of Early America* by Elsie Lathrop (1927) p. 79.

[^] 1. *Battles of the American Revolution 1775-1781* by Henry B. Carrington (1866) p. 604.