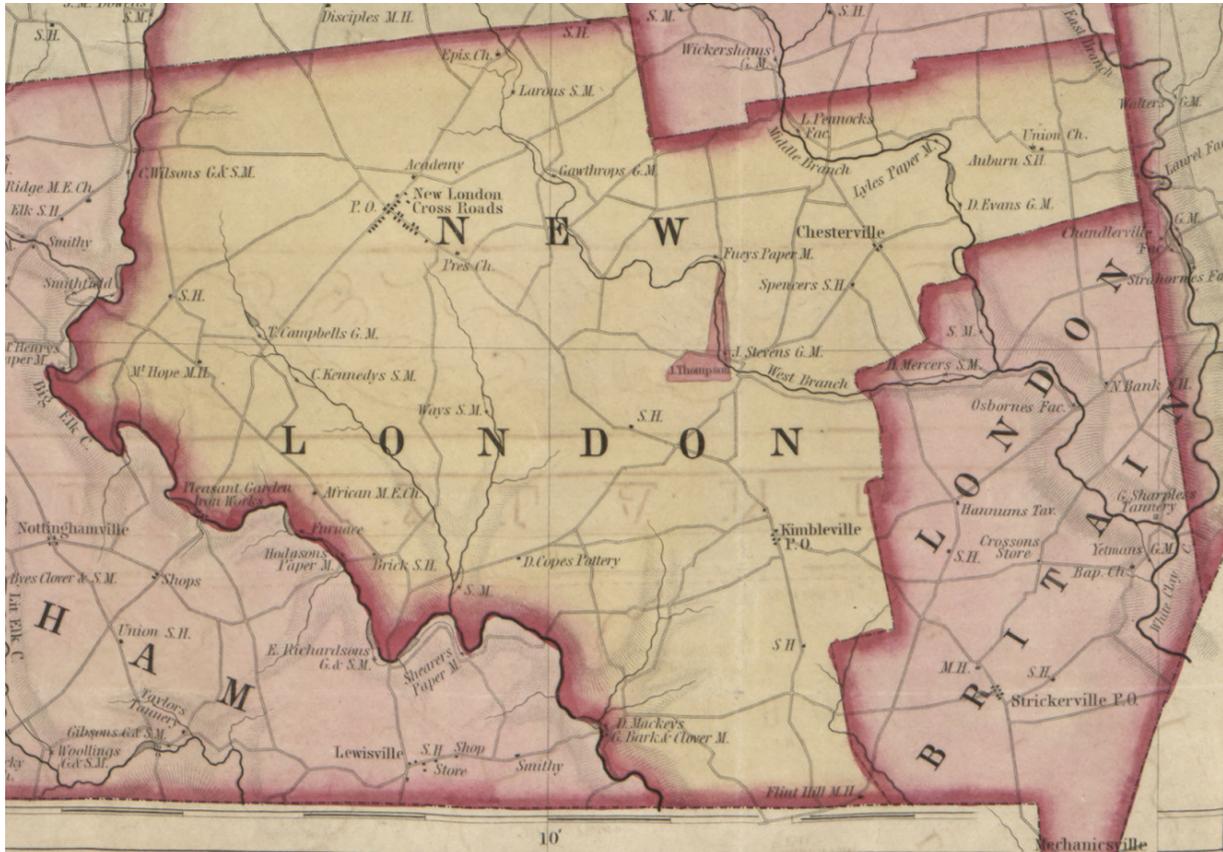


How Two Deadbeats Helped Name Franklin Township, or Did Ben Franklin Seize Your House and Farm?

When Franklin Township was created out of New London Township in 1852, more than a century after southeastern Chester County had been settled, Kemblesville and Chesterville had become decent-sized villages, though smaller than New London village, and Kemblesville especially had grown up as most villages in the area did, with a tavern and church, a blacksmith's shop and a general store, nearby mills, and a post office. The residents who petitioned for the division of New London into two townships stated that “they labor under serious inconvenience from the large extent of territory embraced within the Township and particularly from its great length, that the said inconvenience is felt in various ways and especially in the proper proportionment of the Road Taxes, in the adjustment of the accounts of the Supervisors in the attending of Township meetings, and in the transaction of Township business generally, and that a large number of the inhabitants of the said Township are favorable to a division thereof.” As we can see from a map of New London Township in the 1840s, its oldest and largest commercial, political, and population center, New London village (New London Cross Roads), was located in northwestern section of the township, comparatively distant from what is now southern and northeastern Franklin Township if you walked or used a horse to get around.



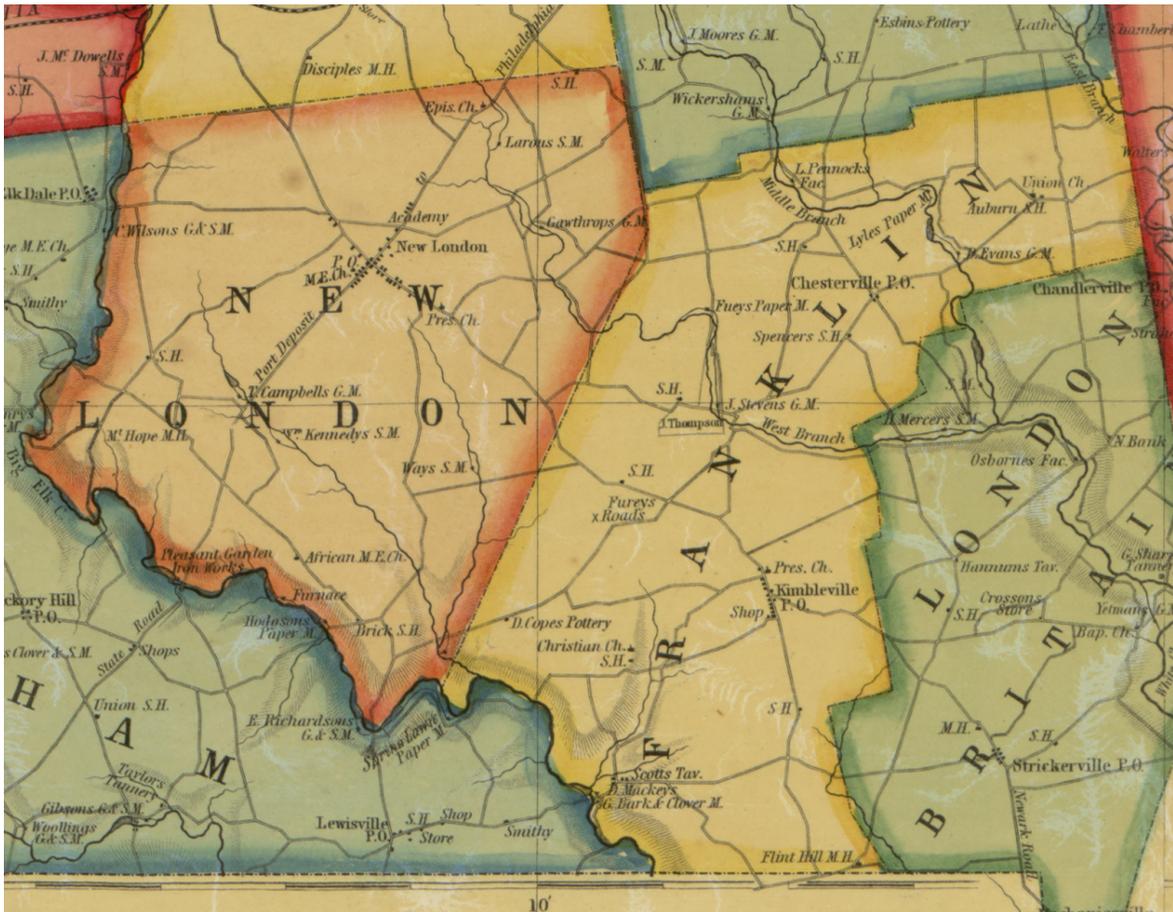
At the request of the petitioners, the county appointed a three-man commission to investigate the division of New London Township. The report by a majority of the commission confirmed that the residents wanted a division, and recommended that the township be divided, that the western section (where the village of New London was) retain the current township name, and that the eastern portion be called Franklin. Though we all know that the new township was named in honor of Benjamin Franklin, neither the petition for the new township nor the commissioners' report state that Franklin Township is named for him. Though other sources confirm that the name honors Ben Franklin, the information they offer to justify the choice conflicts, making you wonder what truth really is:

Avon Grove Remembered, published by the Avon Grove Jaycees in 1976, says “Emoch Harlem [Enoch Harlan] and Isaac H. Baily, two of the commissioners appointed to subdivide the township, suggested its name in honor of Benjamin Franklin.” Though I don't question that this statement may be accurate, as I noted the commissioners' report does not in fact state a reason for naming the township Franklin.

The *Franklin Township Comprehensive Plan* of 1991 says the township was named for Benjamin Franklin, who “was thought to have visited the area” – a brief, vague, and hedged explanation for the name that makes clear the uncertainty of those who wrote the report. The comprehensive plan of 2006 says the township was “named in honor of Benjamin Franklin, who was thought to have owned a 160-acre parcel of land in the Village of Kemblesville and frequented the area while living in Philadelphia.” Again, the statement is hedged – the writers of both plans were unclear what Franklin's relationship to the township was.

At the Chester County government website, under the Archives section, on the Township and Borough Boundaries web page, it says the township was named after “Benjamin Franklin, who owned 200 acres of unseated lands [that is, undeveloped lands, or lands not lived on by the owner] in the area prior to the Revolutionary War.” This explanation sounds more confident, but the acreage conflicts with that stated in the 2006 Comprehensive Plan.

Futhey and Cope's *History of Chester County*, which was published in 1881 and is much nearer in time to the 1852 division of New London Township, is silent on the matter, despite the fact that the book often details the origin of township names. Gilbert Cope, one of the authors, was the brother-in-law of Darlington Cope, a potter who lived in Franklin Township, and he visited and photographed the area, but the book says next to nothing about the township: “This was formed in 1852, from the southeast part of New London township.”



These sources largely agree that the township is named for Ben Franklin, but they don't agree on how much land Franklin might have owned in what is now Franklin Township, and don't make it clear where that land really was: Was the land in the part of New London Township that became Franklin Township? Did Ben Franklin visit his land, or the area generally?

Though the discrepancies might seem to suggest that the writers had relied on guesswork, or on an old timer's story, the official provincial tax records are in fact the source of some of the conflicts. The tax indexes on the Chester County website show that in 1766 Franklin paid tax in New London on an unspecified amount of acreage; in 1770 he paid tax on 160 acres; and in 1771 on 184 acres. *The Provincial Papers: Proprietary Tax Lists for the County of Chester*, an 1897 book that compiled the tax lists, says Franklin paid tax on 200 acres in 1766, 160 acres in 1767, and 184 acres in 1771. The book does not include 1770.

The first hard evidence documenting Franklin's relationship to the Township (other than the tax records) came to the attention of the Franklin Township Historical Commission when Bill Hutchings, the owner of the Kemblesville Hotel, passed along the Hotel's property history. The history stated that letters

at the Chester County Historical Society referred to land that Franklin had bought in New London Township from George McCleave. McCleave once owned the property that the Kemblesville Hotel is on, and ran a tavern. He is the first known owner of the property, aside from the London Company, the land company that originally acquired the land from William Penn. The property history says:

Letters found ... in the library of the Chester County Historical Society indicate that Benjamin Franklin bought land from George McCleave adjacent to the tavern. A letter from George Read, lawyer and signer of the Declaration of Independence and the Constitution, dated Feb. 7, 1766 to Deborah Franklin, wife of Benjamin Franklin, says "Your land bought of George McCleave lying at about 20 miles from me..." And a second letter included in with the first and undated from an unknown friend of Read's to Mr. Joseph Gray reads: "...there is a plantation adjoining McClev Tavern which now belongs to Mr. Benjamin Franklin in Philadelphia which was formerly in ye poshion [the possession] of George McCleave..." Thus McCleave sold property close to the tavern to Benjamin Franklin. It is possible that Franklin or members of his family or staff could have visited the tavern.

Finally we had some reliable confirmation that Benjamin Franklin once owned land in what became Franklin Township. We knew from the property history that McCleave had two parcels of land, one 96 acres (on a small part of which the Kemblesville Hotel now stands); the other 119 acres. Although McCleave's deeds for these parcels were not in the files, the Hotel history noted that in December 1762 the 96-acre parcel had been mortgaged to Philotesia Strettell and Amos Strettell, executors of Robert Strettell, and that that there were mortgages to William Dunlap on both parcels, made not quite six months later. The 119-acre parcel did not figure in the property history, but the other parcel was sold at a sheriff's sale in 1788 after the estate of George McCleave was seized by Robert Strettell Jones and Cadwalader Morris, administrators of the estate of Philotesia Strettell. Exactly what piece of land Franklin owned was not specified in the property history. It was presumably next to the 96-acre parcel, which included the land on which the Kemblesville Hotel now stands, assuming that the tavern stood about where the hotel now is. Did Franklin acquire McCleave's 119-acre plot, of which the property history said little, or perhaps another piece of land once held by McCleave? The acreage figures in the property history were no help in clarifying this; neither matched the 160, 184, and 200 acres Franklin was recorded as having paid tax on.

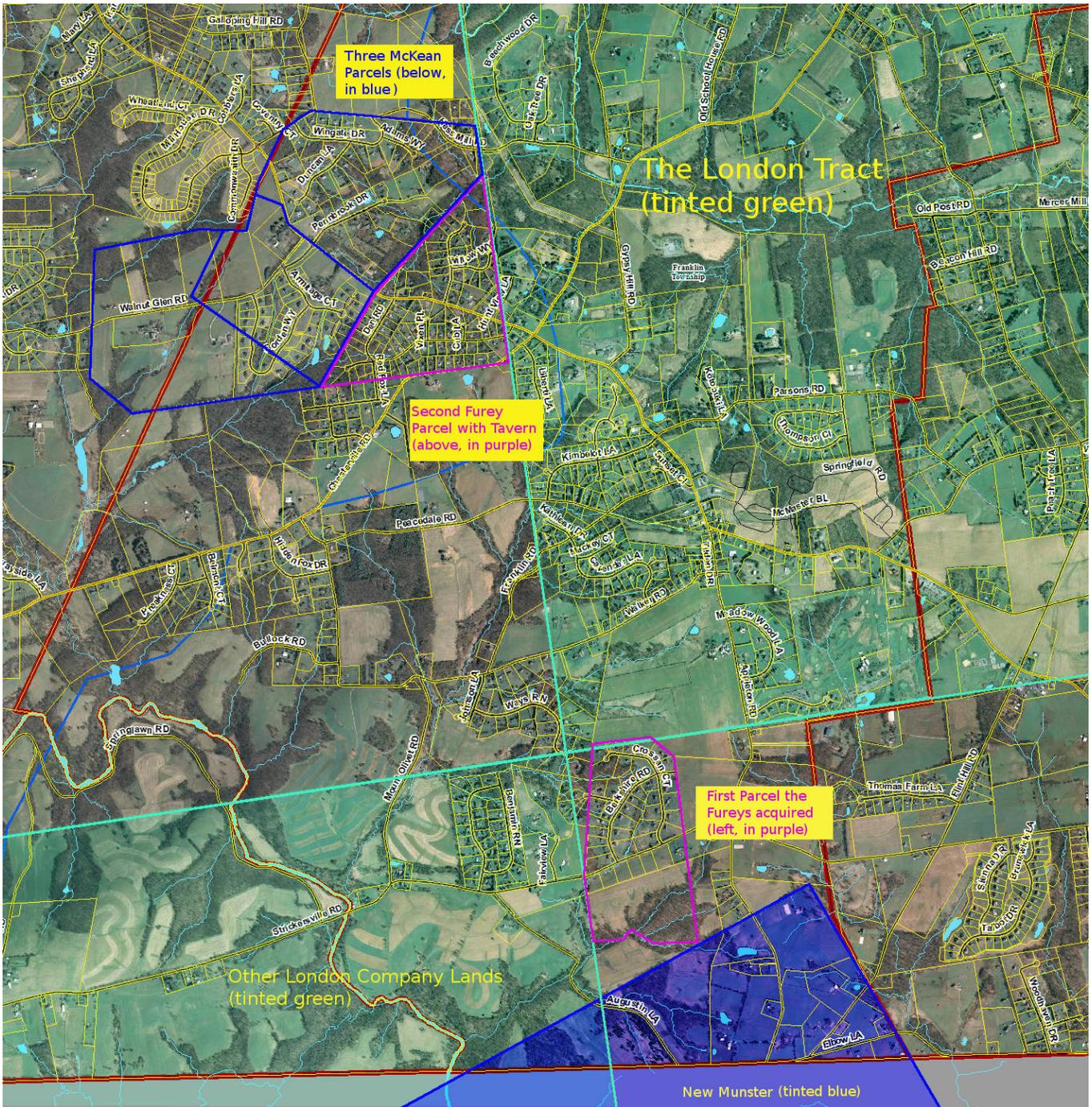
Though the exact location of McCleave's lands and Franklin's land was unclear, we did know that at least one of the two parcels was in what was known as the London Tract, or London Company Tract, because Kemblesville is in the London Tract. When southern Chester County was settled under the Penns in the early 1700s, many people purchased land directly from the Penns' agents. The London

Tract was different – it was a large tract of land that was acquired by a group of stockholders who hoped to enrich themselves by leasing the land. Because aspects of the company’s history are pertinent to our story, we’ll take a brief look at the London Company.

Sometimes called the London Land Company, the London Company had some 60,000 acres in Pennsylvania and Delaware. In 1699 Tobias Collet, Daniel Quare, Henry Goldney, and Michael Russell, four Quakers living in London, acquired the acreage from William Penn; the actual location of the lands would be determined later. The four men almost immediately added other investors to their partnership, and the company, more properly known as the Pennsylvania Land Company, was formed; it grew to include more than 470 investors. The company continued in existence until it was ordered dissolved by Parliament in 1760, though it took somewhat longer for its land to be sold off and the proceeds to be distributed. Leaseholders were forced to purchase the land they had been renting, or vacate it; most apparently purchased their land.

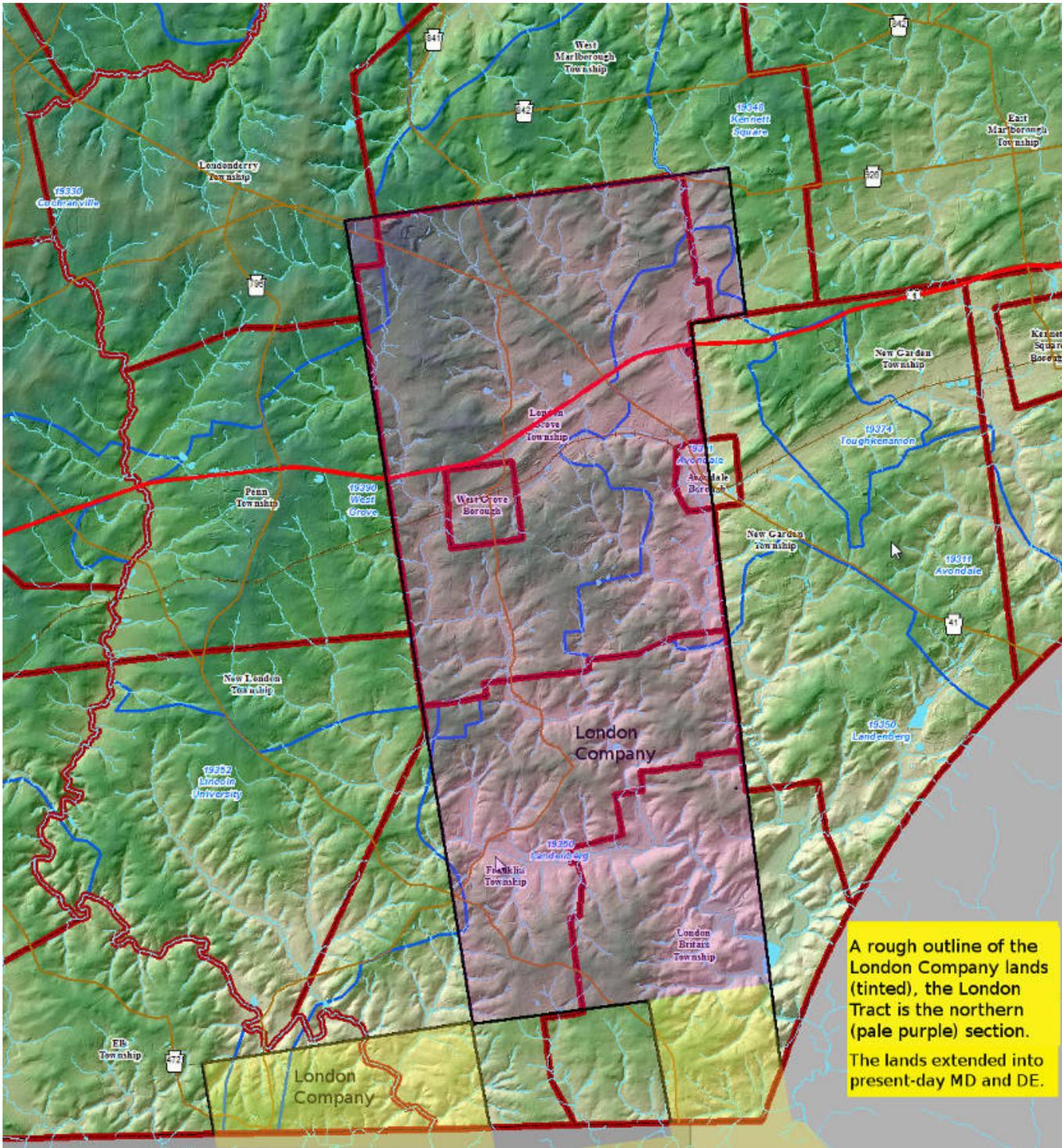
The London Tract – 16,500 acres, that with an an additional parcel in the northeast amounted to more than 17,000 acres – was located mainly in modern-day London Grove, London Britain, and Franklin, the last two of which were originally part of New London. The names of the early townships are derived from the London Tract. The patent for the London Tract was granted in 1718, and the land was parceled out beginning that year in London Grove, where the early settlers were primarily Quakers. To the south, however, the settlers were more typically Scotch Irish. In fact, on both sides of the Maryland-Pennsylvania border the Scotch Irish were a significant component of the earliest settlers. Some of the very earliest settlers in southern Chester County were actually granted land by the Calverts of Maryland; some of these settlers ended up on the parcel known as New Munster, which extended from Maryland into southern Franklin Township. The people who settled New Munster were Scotch Irish, and they were already there – either squatting or leasing – before they formally acquired the land in the 1710s.

To the west and south of the London Tract, many properties were acquired more directly from the Penns – unless they were acquired from the Calverts. Some of these parcels were surveyed as early as 1704, and some settlers ultimately had their lands confirmed by both Maryland and Pennsylvania. Among the earliest of the settlers in what is now Franklin Township was Susannah McKean, also known as the Widow McKean. Her sons became inn and tavern keepers and one of her grandchildren was William McKean, who held prominent posts in Delaware and Pennsylvania and signed the Declaration of Independence. Less prominent and a little later to settle was the Furey family, who acquired first one and then a second parcel of land. With the second parcel came the license for what was the first tavern in Franklin Township, at the intersection of what is now Routes 841 and 896. In the late 1700s and early 1800s that location was marked on some state and county maps as Fury's or Furey's X Roads.



Evidence of the London Tract, its size and extent, is preserved today to some degree by municipal boundaries and property lines. Both inside and outside the London Tract, the earliest properties were acquired in large blocks of acreage, typically 100 acres or more, as we know from the size of the parcels held by George McCleave. But the London Tract was huge, and locating McCleave's and Franklin's lands in the London Tract or elsewhere within Franklin Township would require more information.

We did have a host of names that might provide clues: McCleave, the Strettells, Dunlap, Jones, Morris, Read, and of course the Franklins. As the Historical Commission searched the available on-line records and indexes to find out more about George McCleave for a possible talk on Township taverns, the details discovered revealed much about McCleave and also the true story of how Ben Franklin acquired land in 18th-century New London.



Beginning in 1749, a George McCleave showed up on the tax lists in London Britain township; in 1756 the name disappeared from the London Britain list and showed up on the New London list. The name continued to show up on the New London tax lists until 1775. From 1763 to 1773, he also shows up in the tavern license applications; he was awarded a license from 1763 to 1767. And he shows up in mortgage, court, and other records. In 1748, the year before McCleave first appeared in the London Britain tax lists, a George McCleave is mentioned in the will of William McCollock of London Britain, who left his wearing apparel, or personal clothes, save his new great coat and boots, to McCleave.

In 1756 our George, as noted, moved to New London. To be honest, we can't say for sure that he moved to the township – it could be two different people – but these are the only George McCleaves on the surviving Chester County tax lists from this period. Presumably around this time McCleave leases from the London Company one or both parcels in New London that he later mortgaged. The subsequent tax, court, and mortgage records tell the next part of the story: McCleave's fortunes go up and down, but mostly down.

In 1762 McCleave mortgages his two parcels to Philotesia and Amos Strettell. The mortgages were contracted to settle a debt of £120 that McCleave owed Robert Strettell, a Quaker merchant who died in 1761 and had served as an alderman and mayor of Philadelphia and a Pennsylvania provincial councilor. Philotesia, his wife, and Amos, his son, were the executors of his estate. One mortgage was made in May and the other in December of 1762. In each the specified debt is £120, and the parcel is mortgaged to secure the repayment of £60; the money was due, with interest, a year after the date of the mortgages. Though it is possible that two debts of £120 were involved, given what we learned about McCleave's finances, it seems just as likely that the second mortgage was contracted when it began to become evident that McCleave wasn't going to be able pay the unsecured portion of his debt.

A year later, in 1763, he makes a second mortgage, involving both parcels, with William Dunlap. McCleave owes Dunlap £220; the two parcels are mortgaged to secure half that debt; £110 is due in its entirety, plus interest, one year from the date of the mortgage. This time, McCleave's wife Martha is also involved, and voluntarily consents to the mortgage, “she being of full age, secretly and apart examined and the Contents of the said Writing [that is, the mortgage] first made known unto her...” Did custom and/or caution call for the need to be sure that Martha was not being forced into agreeing to the mortgage by George? Was this the case for all wives and husbands, or only for wives married to husbands like George McCleave? Though we have read only a few of the mortgages recorded in the deed book and do not know what the standard practice was, the one other copy we have of a mortgage contracted with a husband and wife, Musgrove and Lydia Evans, uses nearly the same wording.

McCleave's mortgage made with William Dunlap acknowledges the existence of the prior mortgages held by the Strettells.

McCleave found himself in court in the spring of 1764, sued by a Thomas and Sarah Massey for a third debt, of £100. An inquisition determined that the earnings from his properties, each acknowledged as already encumbered with two mortgages, would not be sufficient to repay the debt over a seven-year period and that McCleave otherwise owned nothing that could be sold to cover the debt. The court sought to force the sale of his properties to settle the debt, but – at least initially – no buyer could be found.

McCleave's total known debt, some £440 in Pennsylvania currency, is equivalent to four times the estimated average annual household income in the Middle Colonies at about this time. Why is McCleave slipping deeper into debt? The Strettell mortgages might be the result of his acquisition of the two properties. After 1760 the London Company's leased lands, as we know, were sold off. Sales of its lands elsewhere in Pennsylvania occurred in 1761 and 1762. Perhaps McCleave bought the land he had previously rented and had to borrow from Strettell to do so. The Dunlap mortgage may have covered costs associated with the establishment of his tavern. Or, that mortgage may be due to other reasons, and McCleave perhaps went into the tavern business in hopes of making money and paying off his growing debts. McCleave's tavern no doubt looked little like the Kemblesville Hotel; it was more likely an unprepossessing log or stone structure that was also a residence. It should not have been expensive to outfit. If the tavern was meant to get McCleave out of debt, it was probably a bad idea. According to the Chester County archivist, tavern owners and millers were often in financial trouble, because they were typically chief among those who extended credit. Whatever debt McCleave incurred in buying his land and setting up his tavern may have been compounded by running the tavern, especially since there were four licensed taverns for much of this period in the New London–London Britain area.

It's unclear what connection led McCleave to borrow money from Robert Strettell, but his relationship with Dunlap is clearer, and the mortgage Dunlap held is key to learning why Franklin acquired land out here. Dunlap was married to Deborah Crocker, a niece of Deborah Franklin's who had been raised in the Franklin household after her mother died. Like Franklin, Dunlap was a printer, and Franklin helped him set up shop in Lancaster in 1754. In 1757, Franklin appointed Dunlap postmaster for Philadelphia while Franklin was in England as Pennsylvania's agent to Parliament and the Penn family. The previous postmaster, Franklin's son William, accompanied him to England. After Franklin left, Dunlap set up a print shop in Philadelphia (1758–67), in direct competition with his uncle's printing partner, David Hall. Though Franklin seems undisturbed about this when he writes his wife, a print shop could, under the right circumstances, be a license to print money, and Franklin could not have been

pleased. Besides being a tavern keeper, McCleave was a post rider, and that may well be how he knew Dunlap and came to borrow money from him.

Dunlap, like McCleave, had his share of money problems. The Franklin Papers note, “Dunlap fell far behind in settling his [postal] accounts and was removed from office in 1764 [that is, two years after Franklin had returned from England], but, in spite of his financial unreliability, he kept [the] record of incoming mail faithfully and, it would seem, accurately.” Alison Gavin, in “In the King's Service” (2009), notes that “Most postmasters in major American villages and towns kept sloppy accounts or no accounts at all. The position was usually a part-time job financed by the Crown, given to the local customs official, printer, bookseller, tavern-keeper – or simply anyone who was willing to do it. The colonists did not consider post officer or post rider a desirable position.” Being postmaster could be valuable, however, to a printer, who could use his franking privileges to mail his newspapers for free.

Financial problems were ever present in the colonial post office, in part because of the way the system worked. The sender of a letter could have the postage collected by the post rider from the recipient, who could refuse the letter and not have to pay. Mail might be distributed to people in areas far from a town or city by a magistrate, minister, or other traveler who had no obligation to the post office. A general shortage of currency, especially coins, also made it difficult to pay the small sums typically due upon delivery. This could be another reason why McCleave had personal debts; uncollected postage was the responsibility of the post rider or postmaster, as Franklin's own accounts show. Post riders could, however, compete with their employer by picking up mail along the routes they traveled and delivering it personally for a fee that the post office and postmaster received no portion of.

It was determined that Dunlap owed the post office £1,042; Dunlap said he owed £200 or £300. Franklin and John Foxcroft, the other postmaster for British North America, sought to collect from Dunlap, who in late 1764 wrote Franklin and Foxcroft:

...I am possessed of a certain Tract of Land of upwards of two hundred Acres, Situate in Chester County in this Province, which I value at, and am told is real[ly] Worth £500: This with Mr. Hunters Debt of £95. I am ready to make over to you on your giving me a Clearance in full [through] July 6th. last.

Apparently this proposed settlement had some inadequacies as far as Franklin and Foxcroft were concerned. Dunlap then wrote Franklin:

As I see nothing will satiate your unbounded, cruel and merciless Resentment but the entire

Destruction of a poor helpless Family, no Branch of whom, I will dare to say, ever Injur'd you in Thought, Word or Deed, I have no Favor to ask at the Hands of a Man who thirsts for nothing short of my Hearts Blood...Your Cruelty has brought on me a Disorder, (and to your Treatment alone my Orphan beggard Children will impute it,) viz. [namely] a depressed broken Heart, and its sure Consequence a deep Consumption, which I am well assur'd no Medicines can possibly conquer[...] I have only to beg that you would spare the Appellations which you are disposed to bestow upon me of Rogue, Rascal, &c. because[...]had the same indirect, ungenerous, Mean Methods been taken, (which I will assert was never before practised upon any Officer) in sifting and twisting your own Son's Post-Office Accounts as there was with mine, he would have deserved in the highest Degree, the Worst Appellation you have yet thought proper to bestow upon me....

According to a surviving draft, Franklin and Foxcroft replied:

We have read your extraordinary Letter upon which we shall make no other Observation but this, That it is not in our Power to give a Discharge for your whole Debt to the Post Office on your Payment of a Part; the Debt not being to us but to the Crown: and that If you do not immediately come to a Settlement with us, in which we are willing to give you all the Assistance we can, our Duty will oblige us to commence Suit against you, whereby the Accounts will be examined and settled by indifferent Men;[...]we have really no Interest in getting a farthing more from you than you ought to pay. Your Charge against your Predecessor you are hereby immediately called upon to make good...

Here at last we can begin to see how Franklin may have come to control property in New London. The property was offered to Franklin to cover a post office debt. But, as far as we knew, Dunlap only held a mortgage, and a second mortgage at that, on George McCleave's lands. Was that land in fact the land Dunlap transferred to Franklin and that Franklin later paid taxes on? Or was it another parcel?

James Parker, the comptroller of the colonial post office, met with Dunlap and McCleave in Philadelphia in 1764 after Franklin had left the city on his second trip to England. He wrote to Franklin:

...I got to Philadelphia next Day before Noon: I immediately applied to Dunlap's Affair, as McCleave had arrived before me: I found all the Security Dunlap had was McCleave's Bond, and McCleave could give no other Security. So I [took] McCleave's Bond for £44 [...] payable next October, with Interest, as he affirmed he could not pay any sooner as he had nothing to support

him but his Wages: Dunlap was willing to give a Deed for that Land[...] I sat down, and wrote one myself on Parchment, from the other, with the same Reserves, for Dunlap could not grant more than he had, and ... he could not redeem the Mortgage from Strettel. [...] I got him and his Wife to acknowledge the Deed before the Mayor, but his Deed has not been recorded, nor have I got either of them recorded, as I had no Orders so to do [...] Dunlap gave up his Deed to me, so I have both of them in keeping.

McCleave's mortgage with Dunlap was made in May of 1763; more than a year had elapsed, and clearly McCleave had not paid Dunlap back. We know from a footnote in the Franklin Papers that in the *Pennsylvania Journal* of September 20, 1764, and in the two following weekly issues, Dunlap advertised his Chester County lands for sale or lease. Dunlap had acquired control of the parcels specified in the defaulted mortgage. Perhaps Dunlap had done so in a deal with McCleave to settle his Massey debt as well as the mortgage; the Massey case was settled without any recorded sheriff's sale. In any case, we have no reason to doubt the Franklin Papers' assessment that the acquisition of the deeds for the McCleave properties was done to settle a post office debt and that Franklin considered it a post office matter. It is important to recognize that McCleave, Dunlap, and Franklin were all individually and personally accountable for their post office debts.

If the wages McCleave mentioned to Parker were his wages as a postal rider, it suggests that his tavern and his farming on some 200 acres had not been much of a success. The bond owed to Dunlap suggests that McCleave was not getting out of debt. Other letters confirm that McCleave was a man with problems. In January 1765 Parker writes to Franklin about the McCleave properties:

I just now received the inclosed Piece from Mrs. Franklin, who says, a Man has applied to her about [the New London properties]; but in your Absence, I don't know what to say: ... the House upon it, and some Land, is reserved by the Deed to McCleave during his Life, and I don't know any Answer I can send as I have no power [...] to do any Thing with it: I cannot help taking Notice, that while the Writer degrades the Land, he thinks a Tenant might get a Living on it, provided You would allow for Repairs: &c. I shall write about what he says[, that] they are now destroying the Place more than before, to have McCleave spoke to about it, [... It's] very possible that may be the Case, and as it is now convey'd to you, some Measures should be taken to prevent any Waste being committed on it....

The mortgages recorded in the deed book that McCleave contracted with the Strettells and Dunlap say nothing about allowing McCleave to stay on the property during his lifetime. Perhaps this clause came into existence as part of a deal Dunlap made with McCleave when Dunlap acquired the

lands; this clause is no doubt the “same reserves” referred to earlier by Parker when he wrote Franklin concerning the deed Dunlap and his wife had made. McCleave could not be forced off the property; the land could only be sold encumbered with the debtor who had been forced to sell it. And no one had the power of attorney needed to sell the land in Franklin's name. So Franklin, or his agent, had to pay taxes on the land, and interest on the mortgages the Strettells held, in order to preserve the Post Office's interest and protect Franklin financially.

Deborah Franklin also had something to say on the topic when she wrote her husband in January 1766:

...about that land in Chester County: I never heard you say anything but what you wrote before you left the Cape that I sent to Mr. Parker. He did the business but never said one word to me about it [...] I never knew anything till one day [after] I had been to church, when I Came home I found a letter on the table directed to me [...] from Amos Strettell, smart and short, demanding of me 18 pounds interest [...] due on that plantation. I wrote to Mr. Parker a line or two and enclosed [Strettell's] letter to me and took it to the office [...] I had not been there more than 2 minutes when Strettell came in. I told him I was quite a Stranger to the affair.... He was very short with me [...] Parker thought he should a told me something about it, but had let it slip his memory and took the deeds up with him, but then sent them down to me and said the money must be paid. So I went down and paid him the 18 pounds and I really think him one of the rudest men I ever met with. I have had one or two to hire the place but then there Comes somebody [who] says that they are rogues and will spoil the place. I did inquire in whose congregation it was in[;] they tell me in F[rancis] Allison's and that there is none but rogues all about. I paid ten shillings tax[...] George Read of New Castle was to see me. I spoke to him, to see if we could get a Chap to sell it to[,] for he says that he thinks it in the worst place in all the County. So far on that head; now for something which I hope will be more pleasing... [Note: this letter has been heavily edited to make it readable.]

George Read did follow up on Mrs. Franklin's request, and though he didn't check out the properties himself, he did not have good news for Deborah Franklin when he wrote in February:

Your land bought of Geo. McCleave lying at the distance of Twenty Miles from me I apply'd to a friend of mine ... for the necessary information respecting the conditions of the Land and for your Satisfaction inclose his Account of it – which you may depend on – under its present circumstances I think you ought not to Rent but Sell it for you will find no person to take such a

Farm that can be rely'd on – the inhabitants of that quarter are generally poor and worthless and I am convinc'd it will be more for your Interest to let it lie waste than have such Tenants.... [Feb, 7 1766, Geo. Read to D.F.; transcript in CCHS archives]

The first line of this letter may sound familiar, as it was quoted by the writer of the property history of the Kemblesville Hotel. Tactfully, the writer chose not to include anything else. The next letter, undated and addressed to a Mr. Joseph Gray, is apparently the letter Read forwarded to Deborah Franklin. It too has a familiar ring; it also was quoted by the Hotel history; it also had its best details left unquoted:

Mr. Gray as I understand that you are Wanting a plantation to rent and there is a plantation adjoining McClev tavern which now belongs to Mr. Benjamin Franklin in Philadelphia which was formerly in ye poshion [the possession?] of George McCleave[.] I cannot recommend the place to you as Being good for the Land is very poor and the fences Entirely out of Repair for the People that his [has] lived on it his [has] Destroyed all most all the good Reails [rails?] on it and is Destroying now more than formerly. So I would advise you to go to Mr. Franklin and if Hee will give you a Long Lease and Cheape Rent I think it would Do the place a great Benefit and you Might Make a Living on it providing to they would alow you for Repairing the houses and fence[.] there is a Sort of Dwelling hous But neither Barn nor Stables[...]. [Transcript in CCHS archives]

These letters confirm some important facts, and add some interesting details. Franklin, despite being off to London, now had ownership of two properties in New London, totaling 215 acres. This is recognized by all parties to the transaction, and by Amos Strettell, who goes after Deborah Franklin, not George McCleave or William Dunlap, to collect the outstanding interest on the mortgages on the land. Clearly the land was not worth what Dunlap had valued it at, and clearly Franklin had no interest in acquiring the land – he was forced to, to settle Dunlap's debt, and the acquisition was actually made by James Parker, comptroller of the Post Office. And also too clearly as well, the good folk of Philadelphia and New Castle did not have a very high opinion of our Scotch Irish predecessors in New London and Franklin. (Note: Why would Deborah Franklin write to George Read about the property? Read, who would later sign the Declaration of Independence, was one of several signers who had been educated at the academy that Francis Alison had established and run in New London, so he would have been familiar with the area. Alison is the same that Deborah Franklin refers to in one of her above letters.)

McCleave continued to operate a licensed tavern for a few more years despite his financial difficulties. He obtained his last tavern license in 1767; that year, he was also deemed an insolvent debtor on the New London tax rolls. He had other troubles as well; he was the victim of an assault and battery at the hands of Joseph Furey in May of that year. The Furey family, as mentioned earlier in this

talk, operated a competing and perhaps more successful tavern just up the road. Joseph Furey may have had a temper appropriate to his name; he is listed in a number of indictments in the court records, most for assault. This is his only recorded physical attack on McCleave, to which Furey ultimately pleaded guilty.

McCleave's problems continued into 1770, when he is listed on the tax rolls as an inmate, which indicates that he is landless. In 1771 the tax lists say he has 16 acres of land, which is perhaps the allotment he was entitled to hold for his lifetime. There does appear to be some inconsistency here – but we've already seen that the tax records have inconsistencies. Those 16 acres combined with the 184 Franklin is taxed for that year, equal the 200 acres Franklin is taxed for in 1766. In 1771 McCleave's application for a tavern license was denied, but he pursued his trade nonetheless, and was convicted and jailed – pending payment of a fine – for operating a Tippling House, or unlicensed tavern. From 1772 to 1775, McCleave is again listed as an inmate on the tax rolls, and in 1773 twelve unhappy residents of New London sign a petition against McCleave, seeking to have his unlicensed tavern, a blight on the neighborhood, suppressed. After 1775 we can find no record of McCleave's activity, good or bad, in Chester County.

In 1766, as we know, Franklin is recorded as first paying taxes to New London; since he was in England until 1775, the taxes would have to have been paid by someone acting as an agent for him, and Deborah Franklin's letter of 1766 says she has paid tax on the property. She or others must have made the tax payments of subsequent years. After 1771, however, no further taxes are paid – Had Franklin and the Post Office disposed of the land?

Deborah Franklin's surviving letters contain no further information about the properties; she died in late 1774, before her husband returned from England. Franklin, meanwhile, had been dismissed as deputy postmaster as tensions rose in advance of the Revolution. The case of the Hutchison letters, in which Franklin played a role in the distribution and publication of the confidential letters of the royal governor of Massachusetts, had made it too apparent that his sympathies were turning toward favoring a break with Britain, and he was forced to endure an abusive denunciation before the privy council.

Franklin arrived in Philadelphia in 1775, and subsequently sought to settle his accounts with his former employer, the British Post Office. In October 1776, Amos Strettell presented Franklin with an accounting of the interest he had been paid and was owed on the McCleave properties. Strettell was owed four years interest on the two properties; Deborah Franklin had paid the accumulated interest in 1768 and John Foxcroft had done so in 1772. Franklin and/or the British Post Office was clearly recognized as still having control of the lands.

Franklin included the accounting from Strettell as part of his settlement of accounts for his tenure as colonial postmaster, and according to the account books, Franklin owed £973 sterling to the Post Office, which he offered to pay to Foxcroft. Foxcroft declared he had no authority to accept payment for the Post Office, and refused it. Franklin, meanwhile, had already been appointed postmaster general under the Continental Congress; he served in that post from 1775 to 1776, when he was appointed commissioner to France. Much of the British postal system, whose mails were being harassed and seized by rebellious colonists, essentially ceased to function in the Thirteen Colonies by the end of 1775.

The last we hear of the New London properties in the Franklin Papers is in 1776, when Franklin attempts to settle his accounts with the British post office, and this is the last we hear anywhere of any association between Benjamin Franklin and the lands of George McCleave. Franklin left for France shortly after, and did not leave France to return to America until 1785. Toward the end of his life, Benjamin Franklin noted that he was still owed some £800 in postage, and this despite the fact that his tenure as postmaster in colonies had been a successful and ultimately profitable one.

The property history for the Kemblesville Hotel says the Dunlap mortgage was settled and does not figure in the Inn's history, but we know that this is not exactly true – Dunlap acquired the properties, then lost them to Franklin, though those deeds were apparently never recorded. Between Amos Strettell's last visit to Franklin in 1776 and the sheriff's sale of both properties in 1788, at which point both Amos and Philotesia Strettell were dead, there is little evidence of any news or transactions respecting the properties. We do know that in 1787 the proceedings that led to the sheriff's sale were initiated. The sheriff's deed for each parcel states that they were part of the estate of George McCleave. Was the claim of Franklin and/or the British Post Office on the properties lost in the turmoil of the Revolution? Certainly Franklin, having lost his colonial post office job, would no longer have had any interest in the McCleave properties. The claim to the properties could have been inherited by Franklin's successor as British postmaster, Hugh Finlay, but even before the Revolution began in earnest the British Post Office was a dead-letter office. It is hard to imagine that any concern for debts owed to it survived the Revolution.

The two sheriff's sales in 1788 led to Robert Correy's acquisition of both properties. A George Correy signed the 1773 petition against McCleave's tippling house, and we have separate evidence – from the will of George Correy's brother – that a Robert Correy, son of George Correy of New London, did exist. Alternatively, this could be that brother, also named Robert Correy, who lived in Philadelphia but owned large tracts of land in Chester and other counties. In any case the Correy family had finally rid themselves of McCleave and his tippling house. The general location, however, was commercially viable

despite McCleave's lack of success there; the land later became the site of the more attractive and successful red-brick inn and tavern run by the Kimble family in the 1800s.

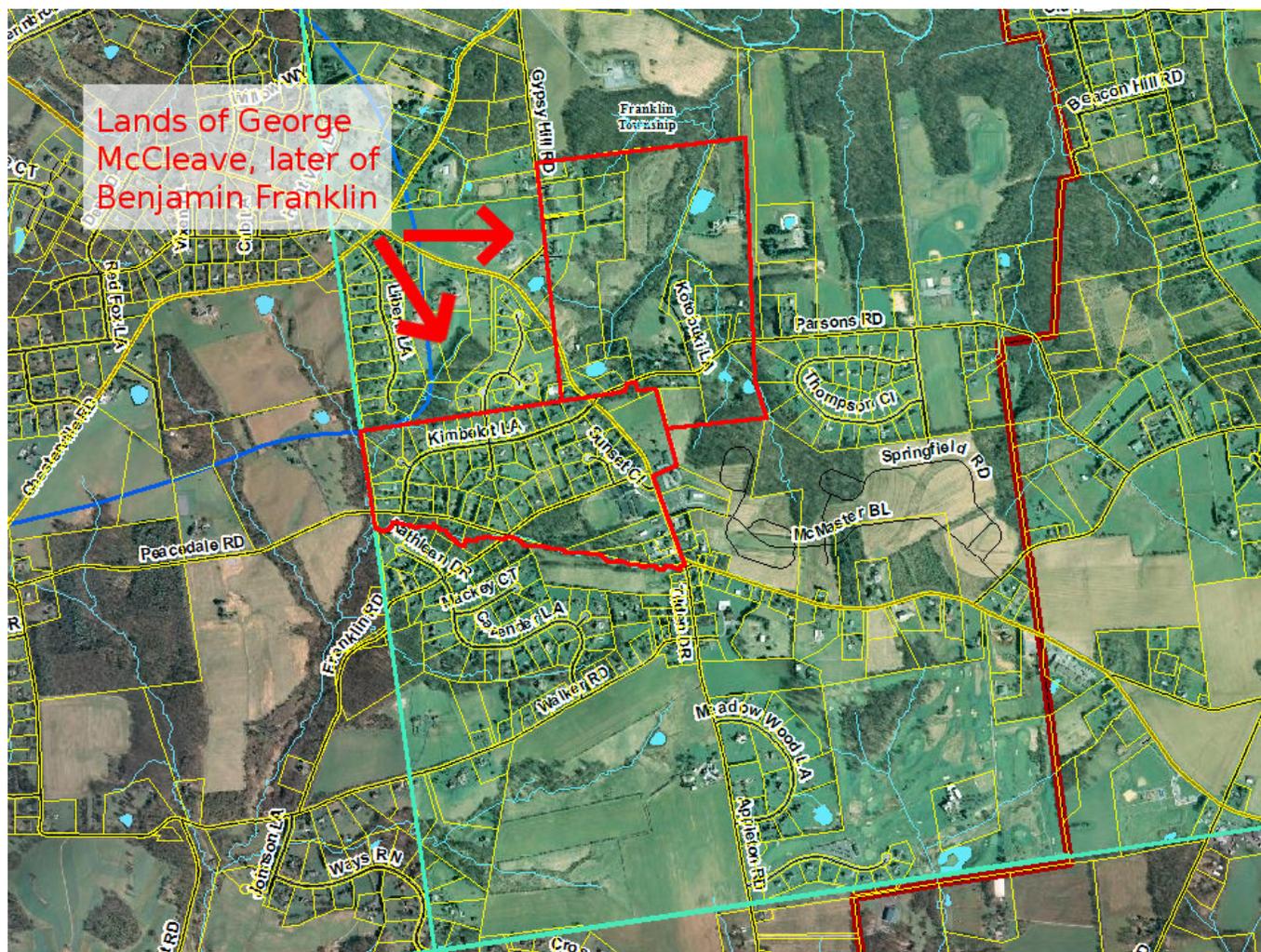
Dr. Carl Woodward, speaking in 1940 at the Franklin Institute on the subject of "Benjamin Franklin – Adventures in Agriculture," restated the nature of Franklin's relation to the lands he held in New London and Franklin townships quite succinctly:

...the land was poor and the dwelling in need of repair, ... the tenants had destroyed the fences, ... there were neither barn nor stables, ... the neighbors were generally poor and worthless, and ... the Franklins would be better off if they could get rid of it.... So is our picture of Benjamin Franklin the Farmer deflated!Instead of the country gentleman, proprietor of an experimental farm in the rich marl-belt of New Jersey, we find him the owner of a dilapidated, wornout place in an undesirable neighborhood!

Benjamin Franklin did acquire land in New London; it was indeed in that part of New London that later became Franklin Township. The land was acquired from William Dunlap, Deborah Franklin's niece's husband, a printer and one-time postmaster of Philadelphia, who was forced to turn over the property as part of a deal to satisfy his debts to the colonial Post Office, which was headed by Benjamin Franklin and John Foxcroft. Dunlap had acquired the land from George McCleave, a post rider and tavern keeper who was perennially in debt. Franklin, though out of town and soon out of the country, became the owner thanks to a deed drawn up by James Parker, comptroller of the Post Office. Franklin's ownership of the properties was not formally recorded, but this was not uncommon at the time; Dunlap's deed also was not recorded. We do not know when and how Franklin's relationship with McCleave's lands ended, or whether Hugh Finlay, Franklin's successor as colonial postmaster and a British loyalist, ever concerned himself with the properties. When the property was seized and sold in the late 1780s to satisfy the mortgages held by the Strettell heirs, the ever insolvent George McCleave was still, ironically, the owner of record.

There is another significant item that we learned from the mortgages in the County archives and from property research archived at the Chester County Historical Society. We can now say for certain where the McCleave/Franklin properties were. Not only were they in what is now Franklin Township; both were also in that part of the Township that was part of the London Tract. The properties were adjacent: One was largely on what is now the west side of Route 896, and the other largely on the east side; both were on the north side of what became Kemblesville. The first roughly encompassed the properties from the Kemblesville Hotel north to the homes along Kimblelot Lane, plus the Methodist church across 896.

The second included the properties located between Parsons Road and PECO's Clay Substation (at Gypsy Hill and Chesterville roads) as well as a couple parcels immediately south of Parsons Road.



Finally, did Ben Franklin visit this area, as some local documents suggest, and we'd certainly like to believe? From the mid-1750s to the mid-1780s Franklin was in America for two relatively brief periods of time. In November 1762 he returned to Philadelphia from England; he set sail back to England in November 1764. In May 1775 he returned to Philadelphia; 18 months later he left for France, in October 1776. In 1764 Franklin had set out from Philadelphia by the time James Parker oversaw the acquisition of McCleave's lands from Dunlap, and as the correspondence indicates, Franklin, his wife, and Parker had not seen the properties before they were handed over. When Franklin returned in 1775 he was almost immediately named a Pennsylvania delegate to the Second Continental Congress, and that July was named Postmaster General by the Congress. Franklin proposed a plan for a national government, which was not adopted, and was involved in the design of the national currency, the efforts to acquire munitions, the planning for the defense of Philadelphia, and other activities too many to name. In

October 1775 he went to Massachusetts on a mission to General Washington. He was appointed by Congress to the committee that wrote the Declaration of Independence. And in the same period he also sought to settle his accounts with the British Post Office, a move that should have ended his financial interest in the lands.

It seems unlikely that Franklin would have traveled out here, to visit properties denigrated in all the reliable correspondence he and his wife had received, or stopped in for a drink at McCleave's now unlicensed tavern on such a trip. He had better and greater and more pressing things to do. In the late 1780s, when the Strettell heirs seized the lands to cover the unsettled debts of George McCleave, Franklin was back in America and Philadelphia, but he did not assert any claim on the properties or express any interest in them in his surviving letters. We can't say for sure that he didn't visit the vicinity of modern-day Kemblesville, or Franklin and New London townships, at some point during his life, but it seems unlikely that he did so when he owned land here.

Summary of Additional Comments Made When this Talk Was Given a Second Time:

When this talk was presented in Franklin Township in October, 2015, the late Ralph Olivier, a long-time member of the Township's Historical Commission, raised an interesting point. He noted that at least some of the land encompassed by McCleave's properties was quite hilly, and suggested that it was not suitable for agriculture, and, he continued, this may account for why McCleave failed to make a go of farming.

Though the letters quoted in the talk suggest that McCleave was engaged in destructive practices (destroying fences, for example) and may not have bothered to build a barn or stable, it's certainly possible that these shortcomings were the result of a greater failure due to the challenges and frustrations of farming difficult ground. The question is in many ways impossible to answer, since we cannot return to the mid-18th century and check up on McCleave. Some days after Ralph's comments, however, it occurred to me that we can hint at what the answer might be, in terms of the ground's suitability for farming.

Although the lands are no longer farmed, and have been parceled out into house lots in many areas, aerial photographs from 1937, which are available online through the Penn Pilot Photo Centers at Penn State, can show us whether the land was suitable for agriculture in the 1930s. An examination of the lands held by McCleave (outlined in red; see next page) shows that in 1937 they were indeed being farmed, and in one case one of the fields is in the process of being harvested (see yellow arrow; the

harvesting is obvious when the image is enlarged but is not visible at the level of detail that is shown here). So, we know that the ground, at least in some parts of the McCleave properties, could be farmed.



Some days or weeks later my thoughts returned to the aerial photograph, and it occurred to me that the photograph suggested something else. The Historical Commission's investigation of McCleave, Dunlap, and Franklin had been sparked by the property history provided us by the owner of the Kemblesville Hotel, and though no one believed that McCleave's tavern survived in any way, shape, or

form in the current hotel, we had not given any thought to whether the hotel's location was in fact a likely location for McCleave's tavern.

My own sense of where the tavern might have been had in many ways been determined unthinkingly by the current hotel and modern landscape, and I think we assumed that McCleave's tavern probably had been sited very close to the present location of the hotel. But Kemblesville, as a village, dates to the early 1800s, when McCleave was dead. The village as presently constituted, however historic, is not a reliable guide to life in this area in the second half of the 1700s. If you look at the 1937 aerial photograph and the two properties McCleave owned, I believe that it becomes evident that the site of the Cavender House (as it is called in our historic resource surveys; yellow circle), or somewhere else more centrally located on the properties, would be a better, more natural location for McCleave's tavern and farmhouse than the far southeastern corner of the lands (where the Kemblesville Hotel is presently located). Interestingly, the Cavender House has an obviously older section, now located in what has become the back of the house. And although the Cavender House currently faces Peacedale Road, the older back portion faces New London Road (Route 896).

This is not to say that that older section was the tavern, but neither do we have enough information currently to say it wasn't. We don't have an assessment of the age of the back portion of the Cavender House, so we do not know if it is old enough to qualify as a tavern candidate. And we don't have any description of McCleave's home and tavern to compare the Cavender House to. But the house does seem better sited, in terms of the McCleave properties, for a house and tavern at a time when the village of Kemblesville did not exist.