

Historic Salem incorporated

P.O. BOX 865 SALEM, MASSACHUSETTS 01970 / PHONE (508) 745-0799

7 MALL STREET

Built for

DANIEL AND PHILIP ABBOT, bakers
in 1800

Research by:
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The house at 7 Mall Street was built for Daniel Abbot and Philip Abbot, Jr. brothers and bakers, in 1800.

This determination is based on the city tax assessor valuation records and the 1868 Fuller deed, below. According to the 1800 Valuation record, page 19, Daniel and Philip Jr. were taxed, each, for 1/2 part of an unfinished house on (a short passageway from) Williams Street assessed at \$500 and \$400, respectively. One year before, in 1799, Daniel Abbot was taxed for part of a bakehouse assessed at \$250. The Common end of Mall Street had not, yet, been staked out.

Daniel married Rebecca Allen in 1796 and had two children, Rebecca, b 1796, and Daniel Jr., b 1799. Philip Jr. married Margaret (Peggy) Turner in 1810. (See "Genealogical Register of . . . Arthur Abbot of Ipswich . . .", by Rev Dr. Abiel Abbot and Rev Ephraim Abbot, James Munroe and Company, Boston, 1847, Essex Institute catalogue number 929.2 A126 A1, pages 167-171, especially bottom page 169.)

How Daniel and Philip Abbot acquired the property has not been determined. The mortgage deed and discharge from Elias Duparr to Daniel Abbot (Essex County Registry of Deeds Book 165 Page 124, enclosed) seems to be for this property and might contain a clue to its acquisition.

On April 24, 1801, Daniel Abbot mortgaged the property to John Devereaux, rigger (ECRD 167-266, enclosed), who was living on Bridge Street east of Winter Street. John Devereaux died in 1819 and the mortgage, apparently, descended to his son, Thomas Devereaux, pump and block maker. The 1830 Valuation records indicate that Thomas Devereaux began paying taxes on this property in that year - that is, he took possession of the house - and he and his family moved in shortly afterwards. Two years later, Thomas Devereaux's house on Bridge Street disappeared from the tax records. And, according to the valuation records, Mall Street was extended to the Common in 1834.

A connection between this Thomas/John Devereaux family, the Devereaux family of Marblehead, and the family of Capt. James Devereaux (residing nearby on Pleasant Street and first American merchant to do business in Japan in 1799) can not be easily found, though suspected. Both Capt. James Devereaux (1766-1846)

and Thomas Devereaux (1796-1844 of 7 Mall Street) named their sons, John James Devereaux. Middle names were extremely unusual for the late-1700 and early-1800s. Two people with the same three names living in the same neighborhood strongly suggests kinship.

Thomas Devereaux died in the mid-1840s and the property was inherited by his daughter and son-in-law, Mary Alice D. and Robert A Fuller. Mary D. Fuller died in 1852. Robert A F lived in the house until 1856. Occupants of the house from 1856 to 1868 can not be determined.

On September 28, 1868, Robert A. Fuller of Boston and Joseph Warren Fuller, his son, of North Bridgewater conveyed the property to Jesse F. Potter, tea merchant (ECRD 756-135). The mortgage deed described the property as:

"a part of said land was conveyed to John Devereaux in 1801 by deed of Daniel Abbot Recorded Book 167 Leaf 2(6)6 and descended to his son Thomas Devereaux, other parcels of said premises were conveyed to said Thomas Devereaux by deed of Holten J. Breed recorded Book 240 leaf 79 and by deed of Benjamin H. Silsbee recorded Book 332 leaf 90 and the whole of said granted premises descended to Mary Alice Fuller a daughter of Said Thomas Devereaux and from said Mary Alice it descended to her only child and son Joseph Warren Fuller and the said Robert A. Fuller join in this deed".

Jesse Potter died September 16, 1870. On August 26, 1880, his widow was forced to convey the property by mortgage default possession, to Benjamin A. Touret, mason (ECRD 1045-49). The Potters and Tourets resided in the house.

On April 4, 1905, Benjamin Touret conveyed the property to Vittlen Tarrío (ECRD 1775-412), who rented the property to the following people/families:

- 1904 and 5, John L Wilson, teamster
- 1906, James J Meyers
- 1909 through 12, Orlando S Leighton, clerk, Salem Five Cents Savings Bank

On October 16, 1912, Vittlen Tarrío conveyed the property to Mary Joyce and Margaret (O')Conner, for \$1 and other valuable considerations (ECRD 2176-543). They and all following owners resided in the house. Catherine O'Donnell lived with Mary Joyce after Margaret O'Connor's death in 1930.

On October 13, 1933, James Lynch, executor of the will of Mary Joyce, late of Salem, . . . and Catherine E Nolan, executrix of the will of Margaret O'Connor, late of Salem, conveyed the property to Carrie A. Russell, wife of John J. Russell

(ECRD 2966-429). The property was inherited by their son, John C. Russell, painter, about 1979.

On December 8, 1981, John C Russell conveyed the property to Charles S. and Judith O. Flynn (ECRD 6899-444).

On September 8, 1989, Charles S. and Judith Oliver Flynn conveyed the property to James A. Bailey (ECRD 10143-198).

And, in 1992, James A. Bailey conveyed the property to Robert G. Solomon and Wendi L. Goldsmith (ECRD 11460-178).

have hereto set my hand & seal this sixteenth day of September in the year of our Lord one thousand seven hundred & ninety nine. - - - Abraham White and a seal signed sealed & delivered in presence of Ebenezer Lincoln 16th September 1799 then the above named Abraham White ack. aforesaid the above Instrument by him subscribed to be his free act. - - - Ebenezer Books Just. Pacis - - -

Mass^{ts} Rec^d Sept. 30. 1799 & recorded & examined by Josiah Pickering Reg^{is}

I know all men by these presents, that Elias Dupar of Salem in the County of Essex State of Massachusetts in consideration of the sum of two hundred and seventy five Dollars to me in hand paid before the delivery hereof, by Daniel Abbot of Salem aforesaid Baker the receipt whereof I do hereby acknowledge, have given, granted, bargained and sold, and do by these presents - give, grant, bargain, sell and convey unto him the said Daniel Abbot and his heirs & assigns, One undivided moiety or half part of a piece of land situate in said Salem, and is bounded in the whole as follows, beginning at the N.E. corner of H. Williamsland then running N. 60^o E. 50^o 6 three poles & sixteen links, & bounded N. 60^o E. on the Bank of the North River, - - - Easterly on the land of Jonathan Mason, thirty three poles fourteen & a half links, & a half by fifteen feet on Isaac Verry land, then running N. 18. 30 W. forty six feet, then S. 71. 30 W. to the land of S. Gale & bounded westerly & southerly on land of B. Eaton, then running N. 21. 10 W. one hundred & eighty feet to the N.E. corner of the land of Crumby, and bounded westerly partly by S. Gales land, partly by J. Smiths, & partly by Crumby's land, then running in a straight line one hundred and eighty feet to the stakes two feet westerly of the Rope walk, then running northerly parallel with the long house fifty feet, then west south to the southeast corner of H. Williams land, & bounded on the three last lines on land of D. Abbot, then running northerly to the bank & bounded first mentioned, & bounded westerly on land of H. Williams, the other moiety belongs to William Johnson. To have and to hold the said granted and bargained premises, together with the appurtenances to him the said Daniel Abbot and his heirs and assigns forever. And I the said Elias Dupar for myself or my heirs executors and administrators do hereby covenant to and with the said Daniel Abbot and his heirs and assigns, that at the expiration hereof I am the lawful owner of said granted premises with their appurtenances, and stand seized thereof, in my own proper right as a good estate in fee simple, that I have lawful right to sell the same as aforesaid, and that there are free and clear incumbrances whosoever. And further that I or my heirs executors and administrators shall and will warrant and defend the granted premises unto the said Daniel Abbot and his heirs and assigns forever, against the claims of all people - - - Provided nevertheless if said Elias Dupar or his heirs executors or administrators shall pay said Daniel Abbot or his heirs executors administrators or assigns said sum of two hundred and seventy five dollars with lawful interest on or before the twenty fifth day of June which will be in the year of our Lord one thousand eight hundred and two, then this as also a certain bond bearing even date with these presents, given by said Elias Dupar to said Daniel Abbot of the penalty of four hundred & fifty dollars, conditioned to pay the first mentioned sum and interest at the time aforesaid, shall both be void, otherwise shall remain absolute. And Polly wife of the said Elias Dupar, for the consideration aforesaid, and one dollar more paid her by said Abbot doth release her dower in the premises to him the said D. Abbot his heirs & assigns - In witness whereof we the said Elias Dupar & Polly his said wife have hereunto set our hands & seals this twelfth day of August Anno Domini 1799. - - - The word "ninety" was erased and the word "eight" was inserted before sealing signed sealed & delivered in presence of us - - - Elias Dupar & a seal Polly Dupar & a seal Wm Olear Clerk Whiting - - -

Mass^{ts} Salem August 13. 1799 Then the within named Elias Dupar acknowledged the within written Instrument to be his free act before me Rich^d Manning Just. Pacis - - -

Mass^{ts} Rec^d Oct^r 2. 1799 & recorded & examined by Josiah Pickering Reg^{is}

Dupar to Abbot

Dupar to Abbot the mortgage acknowledge all party are paid to
 June 27. 1800 & Daniel Abbot the mortgage was given, and I hereby discharge it. Daniel Abbot
 Witness Josiah Pickering Reg^{is}

I know all men by these presents, that whereas I Jesse Doggett of the County of Norfolk & State of Massachusetts gentleman executor of the last will & testament of Jonathan Williams dec^d the Mortgage within named, have this day received of Josiah Little the Mortgage within named, the sum of four hundred & seventy five dollars in full discharge of the balance due on said Little within mentioned bond, in satisfaction of the

Discharge of Josiah Little

Book
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or title to the aforesaid premises, or their appurtenances, or to any part or parcel thereof, given
in witness whereof I the said Isaac Martin have hereunto set my hand and seal this twenty
ninth day of April in the year of our Lord one thousand eight hundred and one -
signed sealed and delivered
in presence of us - - - Isaac Martin & a seal
Isaac Mansfield }
Isaac Mansfield junr } the above instrument to be his free Act and Deed
before me Isaac Mansfield Justice of the Peace
Essex Co. April 30 - 1801 & recorded & examined by John Pickering Regr.

D. Abbot
to
J. Devereaux
Mortgage
deed
(not
Quitclaim
deed)

Know all Men by these presents that I Daniel Abbot of Salem in the County of Essex State
in consideration of two hundred & ninety five dollars paid by John Devereaux of Salem
aforesaid (the receipt whereof I do hereby acknowledge) do hereby give grant sell and convey
unto the said John Devereaux and his heirs and assigns forever - A piece of land situate in said Salem
bounded as follows, to wit beginning at the northwest corner of the dwelling house, then running easterly
twenty one feet & five inches, to the land of Shallean Quinn, and bound northerly on a way of eight
feet wide, then running southerly one hundred forty two feet and six inches to the land of Saml Gale,
and bound easterly on land of said Quinn, then running westerly nineteen feet & six inches, and bound
southerly on Saml Gale land then running northerly sixty feet and bound westerly by the land of J. Smith
then running easterly twenty feet and bound northerly on land of Columbia, then running northerly
sixty feet, then westerly twenty four feet & four inches and bound on the two last lines on land of
Columbia, then running northerly eighteen feet and bound westerly on my other land, then running
easterly six feet, & bound northerly on a private way leading from Williams Street, of ten feet
wide, then running northerly five feet to the corner & bound first mentioned - together with the dwelling
house standing thereon - and all the privileges of using said private ways in common with the other
proprietors of said ways, To have and to hold the same to the said John Devereaux and his heirs
and assigns to him and their use and benefit forever. And I the said Daniel Abbot for myself & my
heirs executors and administrators do covenant with the said Devereaux and his heirs & assigns
that I am lawfully seized in fee of the premises, that they are free of all incumbrances, that I have
good right to sell and convey the same to the said John Devereaux - And that I and my heirs, executors,
and administrators will warrant and defend the same to the said John Devereaux, his heirs and assigns
forever against the lawful claims and demands of any persons - And I Rebecca the wife of said
Daniel Abbot for the consideration of ten cents more paid her by the said Devereaux, the receipt
whereof is hereby acknowledged, do release to him the said Devereaux and his heirs and assigns all her
right of dower to or in the said granted premises. In witness whereof we the said Daniel &
Rebecca have hereunto set our hands and seals this twenty ninth day of April, in the year
of our Lord one thousand eight hundred and one - Daniel Abbot & a seal
Rebecca Abbot & a seal.
signed sealed and delivered
in presence of
Philip Abbot }
Elias Dupar - } by acknowledging the foregoing instrument of him signed to be his free Act and
before me Rich^d Manning Just Peace
Essex Co. April 30 - 1801 - & recorded & examined by John Pickering Regr.

Smith wife
& Foster
to
Beverly
Town

Know all Men by these presents that we Hasadiah Smith of the town of Beverly and County
of Essex and Anna Smith his wife in her own right, and Samuel Foster gentleman of the said town
of Beverly in his own right and in behalf of Samuel Foster dec^d heirs defor^d in consideration of
the sum of fifty dollars to us paid by Josiah Gould and others a committee appointed in behalf
of the said town of Beverly for that purpose, the receipt whereof we do hereby acknowledge, do
hereby give grant sell and convey unto the said town of Beverly as now incorporated and to their
assigns forever - A certain piece of pasture land situate in said Beverly at Pauls point so called
containing eighty poles for the purposes of building an Hospital upon for the use of the town
under the following restrictions - And said land is bounded without or near the southwest part of
the old breastwork at a rock marked with initial letters of J. B. and thence running southerly
seventy six degrees east the distance of eight poles, thence turning upon a square angle and run-
ning north fourteen degrees east the distance of ten poles, then turning upon a square angle
and running north seventy six degrees west the distance of eight poles, thence turning upon a square
angle . . . and running south fourteen degrees west the distance of ten poles to the bound-
first mentioned - And that the town is to have use occupy and enjoy all the same same
right & privileges to pass to and from the above devised premises, that the said Smiths and
Fosters now have or enjoy, or are entitled to - saving always that the town nor their assigns shall
not have the liberty nor privilege to cut the rackwood off of the rocks in said Pauls point
pasture, nor carry away the sea-muck from the beach that shall collect there, and that the
town shall be at all the charge of fencing and inclosing said land when the said Smiths or Fosters
or their

JOHN
DEVEREAUX
1754-1819

| 1790

THOMAS
DEVEREAUX
1796-1844

ANN ?
DWYRE

1822?

MARY ALICE
DEVEREAUX
1826-1852

ROBERT A.
FULLER

1845

JOSEPH
WARREN
FULLER