## Salem incorporated

POST OFFICE BOX 865

SALEM, MASSACHUSETTS 01970 / PHONE (617) 745-0799

78 FEDERAL STREET

House and shop belonging to

THE SPRAGUE BREWERY

by 1827

Research by, Joyce King July 1985

<sup>&</sup>quot;to preserve Historic Sites, Buildings and objects, and to work for the education of the community in the true value of the same."

## 78 Federal Street (formerly 8 Federal St.. renumbered in 1853)

BOOK 144 PAGE 81

DATE -July 12, 1784

237 pounds CONSIDERATION

GRANTOR (seller) -David and Elizabeth Cheever of Boston

Joseph Sprague of Salem, merchant GRANTEE (buyer)

A piece of land in said Salem DESCRIPTION containing forty three rods and twenty four hundredths & bounded:

> Westerly - Jerathmael Pierce 9 poles and 21 lings

Southerly - on the street 4 poles and 24 links

Easterly - land of Sprague 8 poles and 21 links

Northerly- on the north river 4 poles and 14 links Mr. Sprague

had purchased the adjoining lot, in 1767, for the purpose of building a distillery. This parcel allowed for expansion.

BOOK 175 PAGE 28

August 15, 1804 DATE -

GRANTOR (seller) -Joseph Sprague

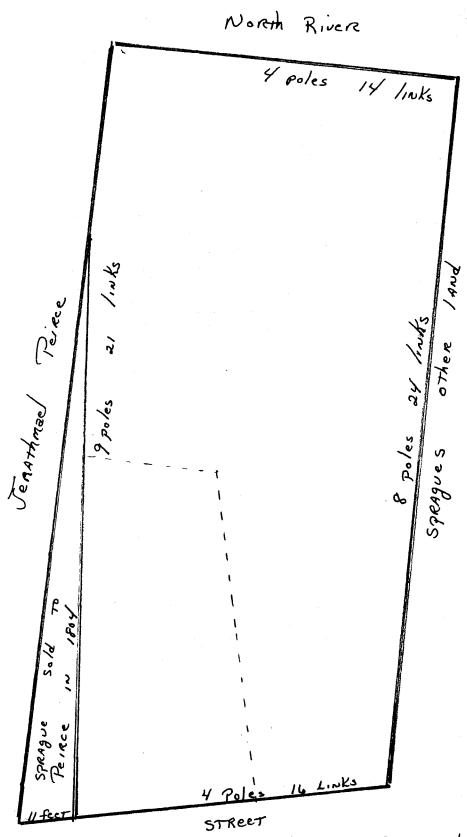
Jerathmael Peirce GRANTEE (buyer)

A certain piece or parcel of land DESCRIPTION

situate in said Salem and bounded:

Southerly - on Federal St. 11 feet Westerly - land of Peirce 114 feet, 18 inches

Northeasterly - on land of grantor 111 feet 5 inches



Broken line indicates present Bounds for 78 Federal Joseph Sprague died on Feb. 18, 1808. His real estate (probate #26033) was listed as:

Mansion house, including land under and adjoining, and Joseph Sprague Jr.'s new brick house \$15,000 Distill house, appurtenances and wharf \$500 Brick store and land \$4,000 Land under and back of Eustis and D. Osgood's shops North store at North Bridge Estate late Barr's North Bridge Land in Wenham Farm in Danvers 120 acres Land in Newburyport

BOOK 186 PAGE 27

DATE -

March 27, 1809

DIVISION -

Mr. Sprague's property was divided by his daughter Sarah Stearns, wife of William, and son Joseph Sprague

GRANTOR (seller) -

William and Sarah Stearns

GRANTEE (buyer) -

Joseph Sprague

DESCRIPTION -

The second of four parcels contained the lot now known as 78 Federal St. Bounded as follows viz: begining at

the southeast corner thereof about fifty eight feet more or less from the stone work of the southeast corner of brick store where the western line of the way hereafter described begins on Federal street, thence running westerly about eighty feet and five inches more or less to Jerathmael Peirce's land, bounding southerly on Federal street, thence running northerly a little westerly one hundred and ten feet and ten inches or thereabout to a stake bounding westerly on said Peirce's land, thence running by the same land a little more northerly about one hundred and eighteen feet ten inches more or less to a stake, then running easterly about seventy five feet more or less to the southwest corner of a post here the eastern boundary Line next described terminates bounding northerly by the flats, thence running southerly a little easterly about one hundred and sixty six feet one inch more or less in a straight line by the northwest corner of the 12 feet way herein after described to the north west corner of a post standing on the west side of the same ay bounding easterly partly by the same way and partly by land which the said Joseph has this day released to said Sarah, thence running southerly a little more easterly about forty seven feet six inches more or less in a line parallel with the eastern side of said store to the bound first set out from, with appurtenances, but without the buildings now standing thereon.

BOOK 247 PAGE 193

DATE -

November 20, 1827

CONSIDERATION -

\$5,000

GRANTOR (seller) -

Joseph Sprague of Salem, merchant

GRANTEE (buyer) -

William Brown of Salem, master

mariner

Punow all Men by These Punents, That I Joseph Sprague of Salem in The County of Epococ , merchant, in consideration of Five Thousand Dollars paid me by Il William Brown of the some Salean , Master Mariner , the receipt whereof I do hereby wellnowledge, do hereby give, grant, well and convey unto the said William his heirs & assigns forever cortain real estate on Federal Street in Salem aforesaid consisting of The Brewerry Establishment, including a two Story building occupied as a develling house and Shop together with the land under and adjoining and contained within The Following lines, viz, beginning at the Southeast corner thereof about Fifty eight feet from the stone work of the Southeast carner of the brick Store now owned by Haskell and Towne, where the western line of the prosage way havin after nonlioned begins on Federal Street, then curning westerly about Eighty feel and five inches to land late of Jordhoncel Seince now of George & Johnnit bounding south inty on Federal Here then unming Northerly a little westerly about one frandred and lin feet and ten inches to a orche and bounding westerly on said Johnnot, them winning by the same land a little more northerly about one hundred & eighteen feet and ten inches to a statie , then running easterly about Severily five feet to the southwest corner of a post whom the eastern boundary line next described terminates, bounding Northerty on The Flatto, then running southerly a little Easterly about one hundred and sixty six feet and one inch in a straight line by the North

west corner of a twelve feet passage way hereinafter mentioned to the northwast corner of a post standing on the west side of the same way , bounding casterly partly on Mis Stearns and faitly on said way then running Southerly a little more Easterly about Tody seven feet and six inches in a line parallel with the western side of said brick Store to The point first set out from ; as the same is described in a deed from William Stearns and Sarah his wife in her right to me of March 24. 1809 in Book 18b Leaf 27. containing about Sixty Five Poles and four fifths of a frole of land; with all the huildings of every description now standing thousan, and all the fintures belonging to said Browery buildings; and all the flat younds bying north of the promises as particularly designated in said deed: Mouning to convey use the land and flatts contained in or which can be claimed by the doed aforesaid; Saving the first described francel of estate in said deed contained; including also that one Story building on the promises occupied by Mrs. Tuttle as a Chair maker's shop; the western lines adjoining said follownor are to be as the fonces now stand. And by the deed aforesaid The said Twelve Feet Passage way between the finemises and said buck Stow is thus bounded and described "The western line of said way begins at a point on Federal Street Forty serven Feet and oix inches from The Northeast corner of a post, which corner is runuleen feet west from the northwest corner of the brick Stone and ranges with the north side of said Store from that point said line was north a little evesterty parallel with the western side of said buck store to the post last mentioned from thence it runs a little more northerly about ninety fet and six inches to the south, east comer of a first in a line which if continued should strike the northeast corner of the fromises howby conveyed; - the custern line of said way is frankled with the said wes. from line and at the distance of Twelve Seet there from throughout; which way is for the common use and communicate of the owners and occupiers of the estates thereto adjoining; and the Grandee in this deed and his heirs and assigns shall have a right to place , put, and conduct at all times suitable and proper drains in along or through said twelve

feel way under ground for the far fore of durining the land above described; which was is to be used for the above purposes and no other; all which appears in the deed aforesaid, To have and to hold The aforgranted premises to the said William Brown Ties heins and a signs, to his and their use and beharf forever: And I for myself my heirs vacculors, and administrators, do covenant with the said William Brown his heirs gassigns that I am lawfully seized in fee of the aforegranted promises; that they are free of all incurre brances; that I have good right to sell and convey the same to the said William Brow. And that I for myself my hars, executors, and administrators will warrant & defend the vance premises to the said William Biown his heirs and afrigus fourer, against the lawful claims and demands of all fursons. In witness whereof I the said forrefile and I Mangaret wife of said Joseph in consideration of the promises and of one dotte paid me by said Brown the receift of which I actinowledge) do honeby release to him and his heirs and assigns all my eight of dower in the quanted premises, have hereunts s our hands and seals this Twentieth day of November in The year of our Lord one Thousand Eich hundred and Twenty Seven. Signed scaled and delivered Margaret Sprague . . . sea in presence of us Essex for November 20. 1827. Then the above named for-Belvey Corr chi Sprague actinowledged The above Instrument to be his free E. M. Sprague act and deed before me Amos Choale Just of Peace Sover for Preceived November 20. 1827. Tifty minutes part Three Work P.M. Precorded and Examined by Amos Charle Re

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BOOK 251 PAGE 308

DATE -March 1829

CONSIDERATION \$6,410.53

GRANTOR (seller) -William and Ann Brown

GRANTEE (buyer) Salem Federal Street Brewery

DESCRIPTION All the real estate I purchased of Joseph Sprague on November 20, 1827.

Along with the Brewhouse fixtures, appendages and a one story shop and a two story dwelling house and all other buildings or erections now being thereon with all enlargements, betterments and improvements which I have made since the purchase. With all the flat grounds lying north of the premises to which I am entitled, subject to the rights granted to the Salem Mill Dam Corp.

BOOK 266 PAGE 133

DESCRIPTION

DATE -October 15, 1832

CONSIDERATION -\$4,775

GRANTOR (seller) -Salem Federal Street Brewery Corp.

GRANTEE (buyer) George S. Johonnot

Lot of land with the Brewery, a one story shop and two story dwelling house and all the other buildings thereon. The same which said

corporation purchased of William Brown on March 25, 1829.

George S. Johonnot died on March 4, 1836. His real estate inventory (probate #15169):

Mansion house on Federal Street, \$5,500.00 (80 Federal St.) Two story wooden dwelling house (78 Federal St.) and wooden shop on Federal Street (76 Federal since torn down) with brick dwelling in the rear being the estate of the late Salem Federal Street Brewery Corporation, \$4,500.00 Total real estate \$10,000.00. Personal \$74,897.84.

His will written, September 27, 1832, gave the rents and income of all his estate, real and personal, to his wife, Martha Johonnot. Martha was also authorized to make a testamentary appointment and disposition of all the real and personal estate of which George died seized of, except the amount of certain legacies.

Martha Johonnot died on May 26, 1840. Her will, written May 17, 1836, devised "to John Clark and his wife if they continue to be domstic servants in my family till my decease or unless they cease to be so from disability, the messuage situate east of mine now occupied by Amasa Wilder (now 78 Federal St.) and one-half of the parcel of land situate between said messuage and the house occupied by Mrs. Bray (house formerly 76 Federal St.) and extending back to the fence on the northerly side of said messuage to have and to hold the same to them and the survivor of them and the heirs of the survivor forever." Many monetary gifts were made. The remaning property was left to the lunatic hospital at Worcester.

John Clark died in 1852. It is of interest to note that Mr. Clark purchased the remaining portion of the Brewery property from the trustees of the State Lunatic Hospital at Worcester, on June 13, 1841, for the sum of \$1,800.

DATE - 476 PAGE 177

CONSIDERATION -\$1,710 (mortgaged for \$1,200)

GRANTOR (seller) -Nathaniel Lord the executor of the

will of Mrs. Judy Clark

GRANTEE (buyer) John H. Nichols

DESCRIPTION Messuage #8 Federal Street:

> North by land of Clark East by land of Clark South by Federal Street

West by formerly George Johonnot

The same estate bequeathed to John PREVI]OUS REFERENCE -

and Judy Clark by the last will of

Martha Johonnot.

BOOK 525 PAGE 221

DATE -November 1855

CONSIDERATION -\$2,000

GRANTOR (seller) -John H. and S. Augustus Nichols

GRANTEE (buyer) -Martha N. Very

Lot of land with dwelling house and DESCRIPTION

other buildings bounded as:

North by land of Clark East by land of Clark South by Federal Street

West by land of Johonnot as the

building stands

BOOK 1447 PAGE 564

DATE - December 29, 1894

GRANTOR (seller) - Martha N. Very, widow

GRANTEE (buyer) - Frank W. Very of Alleghany, PA

DESCRIPTION - Lot of land and building. The same description as above, also title to the triangular piece to the west.

"For title see deed from John H.
Nichols to Martha Very Nov. 1855."

BOOK 1697 PAGE 119

DATE - JanCary 27, 1903

CONSIDERATION - \$1 and other valuable consideration

GRANTOR (seller) - Frank W. and Portia M. Very formerly of Salem, now residents of Fairfax

County Virginia

GRANTEE (buyer) - S. Augusta, Martha A. and Charlotte

Nichols

DESCRIPTION - Land and buildings. The same

property sold by Martha N. Very.

BOOK 2539 PAGE 79

DATE - December 8, 1922

CONSIDERATION - \$1 and other valuable consideration

GRANTOR (seller) - Nartha Nichols and Charlotte Nichols

(S. Augusta died before this deed)

GRANTEE (buyer) - The Essex Institute

DESCRIPTION - A certain parcel of land situate in Salem with the buildings thereon, Commencing at the southeast bound at

the notch or mark in a boundary stone, and running westerly by Federal Street to the southwesterly corner of the dwelling house on the premises; thence northerly by land now or late of the grantee, formerly of Johonnot, on two courses, as the building stands, leaving the space for eaves dropping now occupied by said buildings, to land now or late of Clark; thence easterly and southerly by said land now or late of Clark to the point begun at. Also a triangular parcel of land bound southerly by Federal Street, westerly by land now or late of the grantee, formrly of Nichols, and easterly by land now or late of Very.

BOOK 7644 PAGE 584

DATE -

January 25, 1985

CONSIDERATION

\$100,000

GRANTOR (seller) -

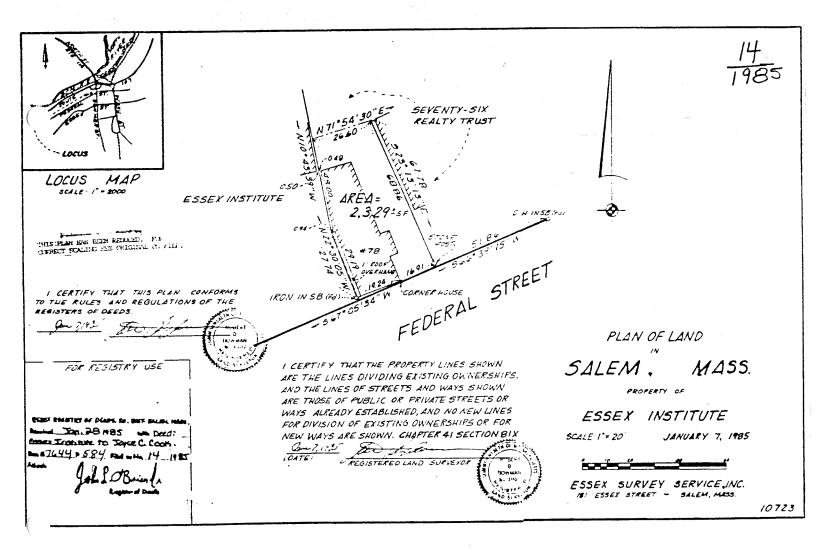
The Essex Institute

GRANTEE (buyer) -

Joyce Cook of 7 Chestnut St.

DESCRIPTION -

Land on the northwest side of Federal Street as on plan.



## NOTES:

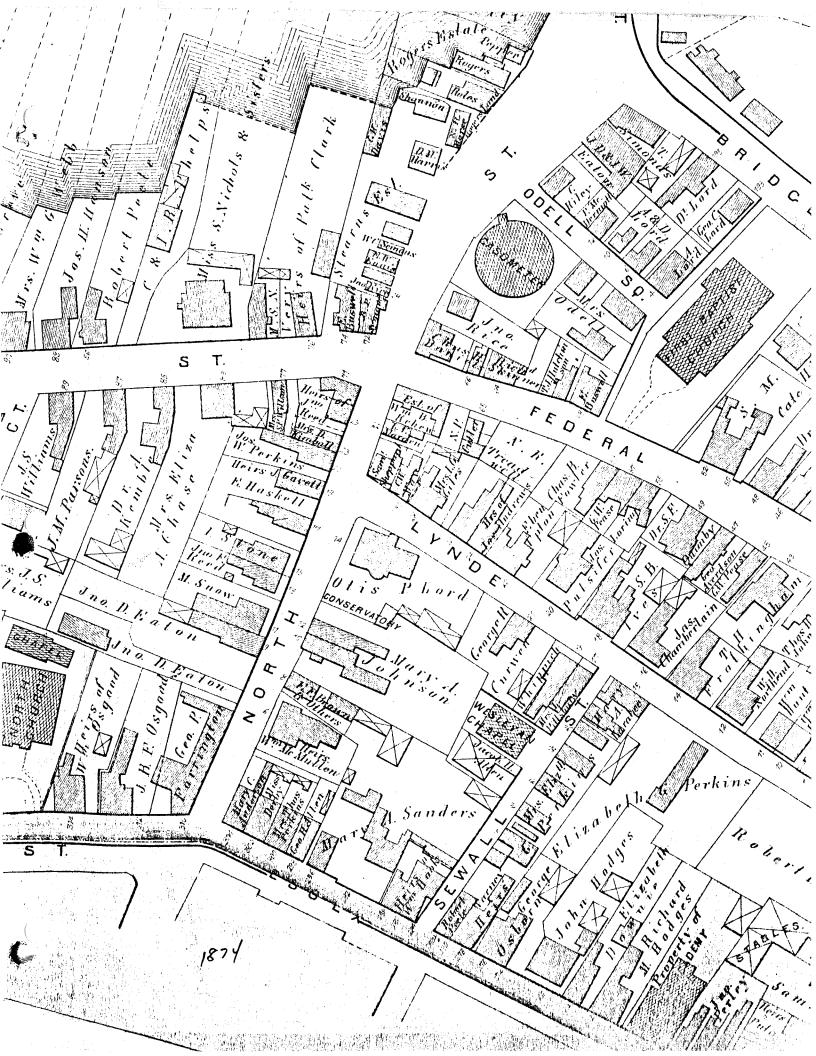
It is difficult to place an exact date on this house since the Brewery records were not saved. The division, of 1809, between Sarah Stearns and Joseph Sprague does indicate that there were buildings on the lot at that time, but no description or clue to ownership is given (it is probable that they were the Eustis and D. Osgood shops mentioned in Joseph Sprague Sr.'s probate. Many sources have been used to try to verify this, but up to this time nothing has been found.) Until further documentation is found it is impossible to know if the owners removed their buildings at the request of Mr. Sprague or if he purchased them before the 1827 transfer. The Sprague deed to William Brown clearly describes the house now called 78 Federal St. and is the basis for the 1827 date.

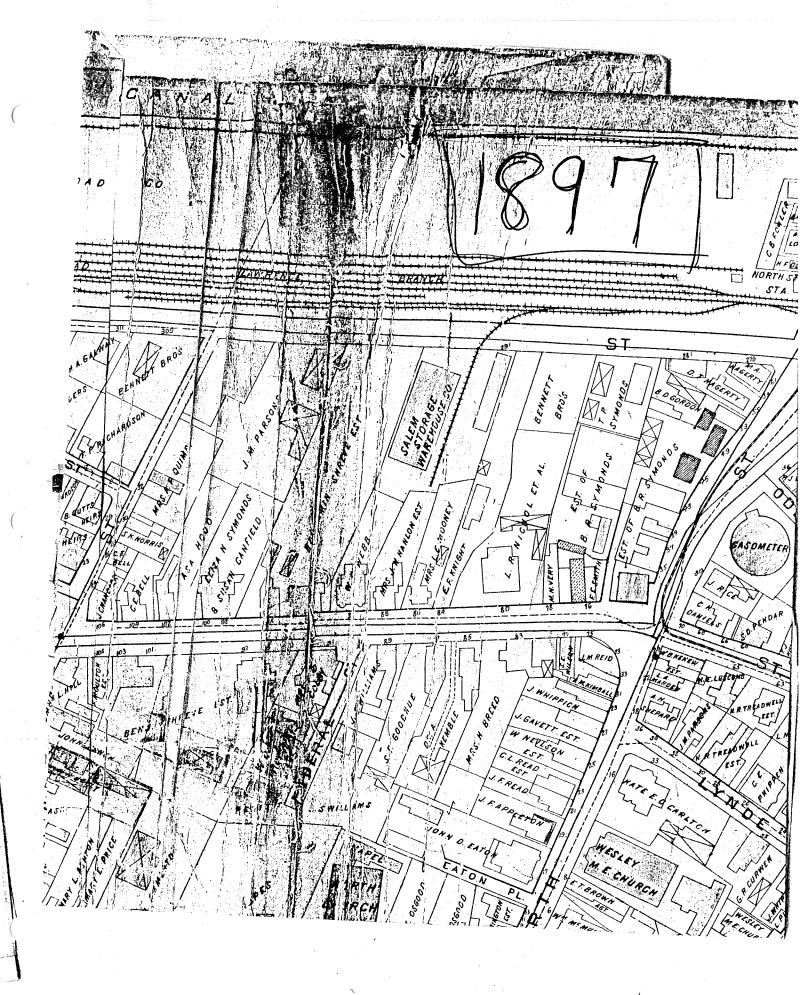
78 Federal Street PERIOD: FEDERAL
"This two-story plus hip roof, wooden house is very simple with little exterior trim. The main entrance in the yard is through an enclosed pedimented porch." (Salem Historic District Study Committee Investigation)

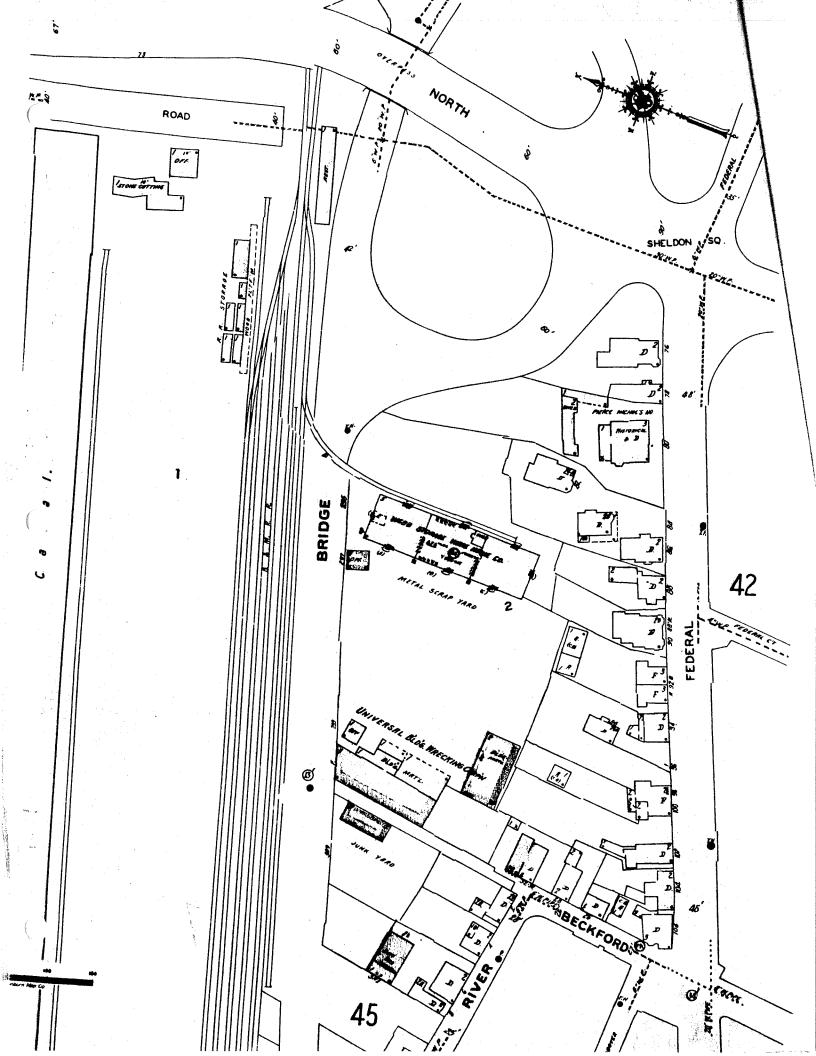
"There is a small house on Federal St. at number seventy-eight adjoining the Peirce-Nichols house, which the Institute has recently purchased from the Misses Nichols. The house is at present being put in repair in order that we may derive some income therefrom, but I trust the day is not far distant when it will be possible for the Institute to raze this house, thus extending the grounds of the Peirce-Nichols house and opening a more extended view of the great mansion." (The Essex Institute Annual Report for the year 1923)

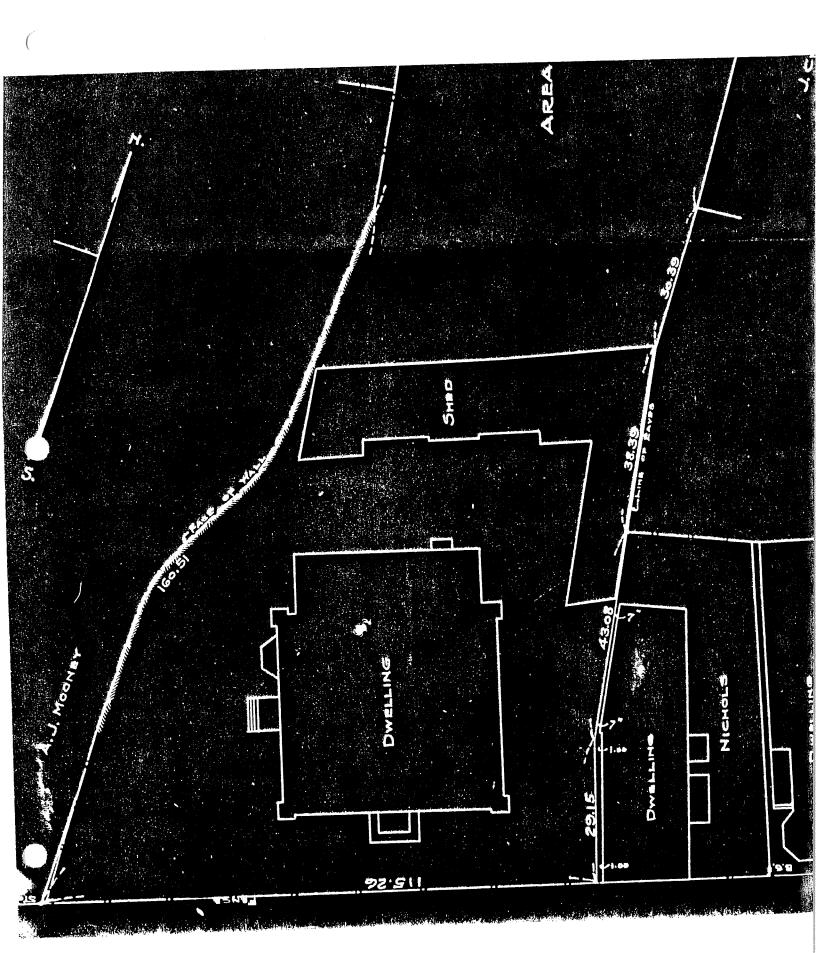
The Essex Institute has several photos of this house in their collection.











TO ALL PEOPLE to whom these Presents shall come, Greeting Pain Chenor KNOW YE, That the David Chenor of Borton in the Country of Saint Chenor of Suffer Seguere & Starab wife of rail David in her right to mise for and in Consideration of the Sum of two hundred & Mirty seven yourness for Suraque

For and in Consideration of the Sum of two hundred a thirty over porunds to we in Hand before the Ensealing hereof, well and truly paid by foresh Sprague of Colom in the Country of Spece merchant

the Receipt whereof I do hereby acknowledge, and my self therewith sully satisfied and contented; and thereos, and of every Part and Parcel thereos, do exonerate, acquit and discharge time the said Insolin Sprague the Sprague the Heirs, Executors and Administrators, sorver, by these Presents: HAVE given, granted, bargained, sold, aliened, conveyed and confirmed; and by these Presents; Do freely, sully and absolutely give, grant, bargain, sell, alien, convey and confirm unto him the said longish apriling the Heirs and Assigns sorver, I niew of land in said latent containing forty three reds to Timerity four limited the down and westerly me said of farathmach Tierce nine poles to triverity one sinks of the chain Southerly on the freet four poles to faite so links instruly on fand of said squague eight poles a fixteen links instruly southerly on the north river four poles to southern links vaid northern bounds to extend as far on the state of vaid rivers of southern bounds to extend as far on the state of vaid rivers of the same

To HAVE and to HOLD the faid granted and bargained Premises, with all the Appurtenances, Privileges and Commodities to the same belonging, or in any wise appertaining, to the faid service straight of the service straight of th

FURTHERMORE David Checros Many Cheever his wife
for the said David Checros Many Cheever his wife
Executors and Administrators, do Covenant and Engage the above-demised Premises to him the said
the lawful Claims or Demands of any Person or Persons whatsoever, sorever hereaster to Warrant, Secure and Desend by these Presents. In the said the said David Cheever hereaster to Warrant, Secure and Elizabeth have herete details hand to deal this swelfth day of said them Dominis Checker based theorem to deal
eighty four Dominis Checker based Cheever ba deal
signed dealed & Desired Strategical Strateth Cheever ba deal
in presence of my Infosh Cot of 1784 Then David Cheever
fame Brown & Strateth his wife personally appeared &
Strateth Gray specially acknowledge the above instrument
they them full scribes to be their free act and Deed
by them full scribes to be their free act and Deed

KNOW ALL MEN BY THESE PRESENTS that we, Martha Nichols and Charlotte Sanders Nichols, both of Salem in the County of Essex, Commonwealth of Massachusetts, both being unmarried, in consideration of one dollar and other valuable considerations paid by the Essex Institute, a corporation duly organized according to law and having a place of business in said Salem, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain sell and convey unto the said Essex Institute, a certain parcel of land situate in said SALEM with the buildings thereon, bounded and described as follows: - Commencing at the southeast bound at the notch or mark in a boundary stone, and running westerly by Federal Street to the southwesterly corner of the dwelling house on the premises; thence northerly by land now or rate of the grandes, forward of Johnsot, on two courses, as the build ing stands, leaving the space for eaves dropping now occupied by said builfings, to land now or late of Clark; thence easterly and southerly by said land now or late of Clark to the point begun at. Also a triangular parcel of land bounded southerly by Federal Street, westerly by land now or late of the grantee, formerly of Nichols, and easterly by land now or late of Very. See deed from Frank W. Very to the undersigned and to our deceased sister, S. Augusta Nichols, dated January 27th, 1903, and recorded in the Essex South District Registry of Deeds, book 1697 gage 119. Also see Pro bate proceedings upon the estate of the said S. Augusta Nichols. TO HAVE AND TO HOLD the granted premises, with all the privileges and appurtenances thereto belonging, to the said Essex Institute and its successors and assigns, to their own use and behoof forever. And we hereby for ourselves and our heirs, executors and administrators, covenant with the grantee and its successors and assigns, that we are lawfully seized in fee simple of the granted premises; that they are free from all incumbrances; excepting a mortgage of \$3,000. to the Salem Savings Bank which said grantee hereby assumes and agrees to pay; that we have good right to sell and conve the same as aforesaid; and that we will and our heirs, executors and administrators shall warrant and defend the same to the grantee and its successors and assigns forever against the lawful claims and demands of all persons, except as aforesaid. IN WITNESS WHEREOF we the said Martha Nichol and Charlotte Sanders Nichols hereunto set our hands and seals this eighth day of December in the year one thousand nine hundred and twenty two. (seal) Martha Nichols Signed and sealed in presence of ) Charlotte Sanders Nichols (seal) ) Wm. D. Chapple

December 8th, 1922.

Then per-