

## A Place Called Whippany

*The history and contemporary times of Hanover Township, by: Leonardo A. Fariello*

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photo 2016, by Tori Petrillo

## Whippanong Burying Yard

The Whippany Burying Yard is the oldest graveyard in north central New Jersey. It contains the oldest dated colonial artifacts in Morris County. It was established in 1718, before the United States was conceived, before New Jersey was a state, and before Morris County was founded. Two of Morris County's first governing judges and many Revolutionary War soldiers are buried in this historic yard. It is listed on the National Register of Historic Places.

The land was donated by John Richards for a "meeting house, schoolhouse, burying yard, training field, and for public use." Mr. Richards was the first person buried here. The Burying Yard contains over 300 marked graves. One hundred fifty people rest in unmarked graves, memorialized by a monument "Known only to God."

The graveyard is legally, publically owned, but no particular entity or institution is named in the deed. The grantee is interpreted to be the "Christian friends and neighbors in Whippanong." It was formally maintained and administered by the Whippany Cemetery Association until its maintenance and administration was transferred to the Township of Hanover in 1976.



***The Oldest Dated Colonial  
Artifact in Morris County, NJ  
Whippanong 1718***

—Photo by Manfred Saul

## ***Deed of the Whippany Burying Yard***

The Whippany Burying Yard is more than a cemetery—it is hallowed, public land. It was granted “for a meeting house, schoolhouse, burying yard, training field, and such like public uses.” No specific grantees were named except “neighbors, who shall covenant.” It was given for “all times forever hereafter to have, hold, use, occupy, possess, and enjoy . . . without any manner of hindrance, molestation, eviction, ejection, or denial of use.” It can “not be given, granted, bargained, sold, alienated, exchanged, or leased.” No monetary or valuable considerations were given in exchange for the land—it was conveyed “in consideration of love, goodwill, and affection.” It was granted under “the reign of our sovereign Lord George, by the Grace of God, of Great Britain, France, Ireland, King, Defender of the faith and etc.”

The deed is as follows:

To all Christian people to whom these presents shall come, greetings and etc.

Know yee that I, John Richards of Whippanong in the County of Hunterdon in the province of New Jersey, Schoolmaster,

for which and in consideration of the love, good will, and affection which I have and do bear toward my Christian friends and neighbors in Whippanong, aforesaid.

And also for the desire and regard I have to promote and advance the public interest, especially of those who shall, or may, mutually covenant by subscription to erect, build, and place upon the land by these presents granted, a decent and suitable meeting house for the public worship of God,

have given and granted, and by these presents, do fully, freely, and absolutely give, grant, alien, convey, and confirm from me, my heirs, executors, and administrators forever unto these presents of my neighbors as aforesaid, who shall covenant by subscription and to their heirs and successors forever—

One certain piece or tract of land containing three acres and one half situated, lying and being in the Township of Whippanong on the part commonly called Parcippanong on the northwestward side of the Whippanong River,

beginning sixteen rods and a half distance above my house I dwell in; at a white oak tree standing by the path side near the river, marked on two sides; from thence . . . etc., etc.

To have and to hold the said hereby granted land with the appurtenances: only for public use, benefit and improvement, for a meeting house, schoolhouse, burying yard, training field, and such like public uses to those the said covenantors by subscription and their heirs and successors forever.

Furthermore, it is the true intent and meaning of the grantor and grantee in these presents that the said granted premises is not to be given, granted, bargained, sold, alienated, exchanged, leased to farm lot, or converted to the particular use or improvement of any person or persons, neither for public advantage or any other whatsoever or by any way of means whatsoever alienated or reverted from the public use and improvement as aforesaid,

and I, said John Richards, do for myself, my heirs, executors, and administrators, covenant, promise, and grant to and with the said grantees who have made themselves so, or hereafter shall make themselves so by their subscribing, their heirs and successors forever shall and may, from time to time, and all times forever hereafter have, hold, use, occupy, possess, and enjoy the above said land and promise to use above said without any manner of lot hindrance, molestation, eviction, ejection, or denial of use.

I, the said John Richards, my heirs, executors, administrators, or assignees, of, by, or from any other person or persons whatsoever by, from, or under us, or by any of our means, act privately, title, or procurement, in witness whereof,

I have hereto unto set my hand and seal the second day of September, anno 1718 and in the fifth year of the reign of our sovereign Lord George, by the Grace of God, of Great Britain, France, Ireland, King, Defender of the faith and etc.

John Richards

Signed, sealed and delivered in the presence of Jovidiah Buckingham and John Cooper.

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