Purpose Built: The George B. Rodney House and Law Office

14-16 E. Third St., New Castle, Delaware



Elizabeth W. Garrett Town House in England and America Professor Bernard Herman December 10, 2004 Situated adjacent to Silsbæ's Alley and fronting what is now Third Street in New Castle, Delaware stands the George B. Rodney House, a high-end, Philadelphia-style townhouse finished throughout with Greek Revival architectural details. Built by Rodney in 1831, this house, significant at the time of its creation, today remains an important architectural structure for many reasons. Now occupied by the fifth generation of Rodneys to inhabit the house, the property has changed remarkably little over time and thus retains, in addition to a valuable familial association, a superb architectural connection to the past (fig. 1).

The building contract between Rodney and the builder, Jeremiah Bowman, survives intact. It not only reveals Rodney's vision for his home, but when used along with architectural investigations of the surviving structure, allows one to determine whether or not his vision was ultimately fulfilled. Sophisticated in its language and thoughtfully written, this contract speaks to a man who built a house that was somewhat out of the ordinary in style and mode for its location and date of construction. Several letters written between Rodney and his father-in-law also survive that provide further evidence for the erection of subsequent structures and the acquisition of architectural components. They also illuminate the pecuniary and familial relationship that existed between the two.

Rodney's house and the adjoining law office, built shortly thereafter, were clearly constructed for several purposes. The home would have functioned not only as a dwelling for the family and live-in servants and slaves, but also as an arena of display for the Rodneys' wealth, sophistication and cultural knowledge. The house was constructed with grand double parlors that could be used for large parties or could be closed off for private or more intimate gatherings and allowed for diverse types of socialization, an essential component for upper class homes at this time. Just as important as sociability to the Rodneys was access between the law

offices and dwelling spaces and the law offices and the courthouse, which stood cattycorner to the house on the Green.

An architectural examination of the house and law office, along with a careful reading of the building contract and accompanying documentary evidence, reveals how Rodney's vision compares with the finished product and how architecture facilitated these concepts of sociability and access. Following theoretical analysis by architectural historians Catherine Bishir, Bernard Herman, Dell Upton and sociologist Basil Bernstein, this examination will begin with a fleshing out of the elaborated, explicit code, and the implicit, restrictive code in the contractual specifications to reveal Rodney's "sense of self, and values within the context" of the New Castle community through his creation of a singular dwelling.¹

Born in Lewes, Delaware, in 1803, George B. Rodney studied law at Princeton, was admitted to the bar in 1828 and shortly thereafter moved to New Castle where he set up his law practice. He married Mary Jane Duval, the daughter of a wealthy and prominent Philadelphian, James Duval, in 1830, and together they had six children, all of whom were raised in the Rodney house. After her untimely death in 1844 he married Eliza Taylor with whom he had two children. Himself the descendent of a long and distinguished line of Delawareans, Rodney was the son of Daniel Rodney, governor of Delaware and a direct descendent of Caesar Rodney, a signer of the Declaration of Independence. His marriage to Mary Jane Duval was certainly a welcome union as it presented a mutual combination of wealth and high social standing.

¹ Building Contract between George B. Rodney and Jeremiah Bowman, 1 August 1831, Richard S. Rodney Collection, Historical Society of Delaware. Basil Bernstein as discussed by Dell Upton in Dell Upton, "Toward a Performance Theory of Vernacular Architecture: Early Tidewater Virginia as a Case Study" *Folklore Forum*, 12 (1979), 180-181. Bernard Herman, "Multiple Materials, Multiple Meanings: The Fortunes of Thomas Mendenhall" *Winterthur Portfolio* 19, No. 1 (1984), 69.

In addition to being a father and husband, Rodney was also a well-respected attorney and was appointed chief justice of the state in 1830, a position that he ultimately declined. Some insight into his personality is obtained through an unpublished composition by Alexander Cooper, Esq., a young law student at the time he met Rodney. He described him as a man whose

private and religious life was exemplary and upright. In religion he was an ardent and zealous Episcopalian. He was a pleasing and impressive speaker at all times. He intensely loved his adopted home of New Castle and took an active part in its local improvement and progress. He had a large practice and fixed his own fees according to his judgment. His charges were exceedingly low for the services rendered. For this he was severely criticized by his fellow members of the bar – some of them going so far as to characterize him as the cheap lawyer. But it was never said that he was not a good one and among the ablest at the bar. The venerable old court house – with its ancient and interesting history – which stood within his daily view – he gazed upon with a deep and hallowed reverence and denounced every attempt to remove it to Wilmington.²

As well as housing his own large family Rodney also provided sleeping quarters in the house and outbuildings for a number of hired and enslaved people. The census records from 1840 indicate that a free white female aged 50-60, two free black females ranging in age from 10-36, an enslaved female aged 24-36, a free black male aged 10-24 and two male slaves, one aged 24-36 and the other 55-100, all lived within the Rodney property. By 1850 the demographics had changed considerably with two females, Lydia Hart, 25, and Julia Harding, 18, and one male, James Paynter, 15, living in the home. By 1860 only two women, Catherine Rainey, 34, and Jane Murphy, 56, were serving the Rodneys in some domestic capacity and living within the home. The reduction of household employees and enslaved workers throughout the years clearly correlates with antislavery sentiments as well as with a decrease of small children and household occupants (fig. 2).³

By the time Rodney built his house in 1831, Third Street (then Orange Street) had changed considerably from a late seventeenth and early eighteenth century landscape of

² Alexander Cooper, "The Bench and Bar of Delaware As I Knew Them; The Last 50 Years"

³ United States Census Records, New Castle County, Delaware: 1840, 1850 and 1860.

manufacturing activities and artisan housing. The large Scotch-Irish immigration of the 1720's and 1730's transformed this market square area, furnished the town with an expanding market and forced the development of a stronger political infrastructure. The strengthening of this infrastructure and the building of a new courthouse in 1732 attracted more professionals, including attorneys, to the area. By the time Rodney built his home, Third Street was well established as the social and cultural center of the town. Located on the Green and just across the street from the Rodney home were the Academy, the Episcopal church, and the courthouse and adjoining jail; it was the heart of the civic, religious and intellectual landscape of New Castle. In building his house Rodney joined the company of distinguished residents such as Kensey Johns, Sr., then chancellor of Delaware, and a man whom Rodney must have admired greatly, who occupied the property a few lots away on Third and Delaware. Rodney was therefore highly cognizant of his location, both literally and figuratively, within the important political and intellectual milieu of 1830's New Castle, and his dwelling was a deliberate and direct representation of his position.⁴

On August 1, 1831, George Rodney signed a contract with Jeremiah Bowman, a local New Castle builder, signifying that Bowman "in a good and workmanlike manner and according to the best of his skill and art at New Castle will substantially build and finish one house or messuage." Contained within the framework of the contract, a structure that stated such fundamentals as the parties involved, time constraints, and building dimensions, was an elaborated code of architectural instructions that required explicit and detailed explanations (appendix 1). Also included, but only detectable when used against the surviving architectural

⁴ Louise D. Heite, "New Castle Under the Duke of York: A Stable Community" (Master's Thesis, University of Delaware, 1978), 61-62. William R. Cario, "Great Expectations, Practical Accomplishments: New Castle, 1700-1750" in *350 Years of New Castle, Delaware: Chapters in a Town's History*, ed. Constance J. Cooper (New Castle: New Castle Historical Society, 2001), 55-56.

components, was a restricted code of instructions, which did not "facilitate the elaboration of meaning or the expression of individual intent." As characterized by Basil Bernstein the "expressions in the restricted code depend upon an assumed body of shared interests and identifications which remove the necessity of being explicit."⁵ By virtue of their definition, expressions resulting from this restricted code, this entity of shared interests and identifications, are only visible in the finished product and not in the written contract. This contract demonstrates that these codes can coexist within the same document and the finished product, the house, indicates the two users were successfully able to access and employ both codes.

Catherine Bishir notes that in a traditional community a private building agreement was most often a verbal agreement; the building itself was in many ways conventional to that region and the arrangement between the builder and client reliable enough that a written and witnessed contract was unwarranted. While New Castle was not a "traditional" community by the 1830's, it was small enough that Bowman and Rodney were undoubtedly acquainted and that Rodney was familiar enough with Bowman's work and character to hire him in the first place. Therefore, the necessity of a contract that was not only signed by the builder and client but also witnessed can have several meanings. Because Rodney was an attorney he knew that a written contract would protect his own interests and, if necessary, would have been admissible in a court of law. Also, Rodney planned to build a structure that was out of the ordinary, a deviation from the traditional buildings of New Castle, and therefore required particular instructions.⁶

The first relatively standard specification made by the client was that the building was to be brick, two stories tall, with a width of 27 feet and a depth of 39 feet. The next stipulation

⁵ Basil Bernstein as cited by Dell Upton in Dell Upton, "Toward a Performance Theory of Vernacular Architecture: Early Tidewater Virginia as a Case Study" *Folklore Forum*, 12 (1979), 180-181.

⁶ Catherine W. Bishir, "Good and Sufficient Language for Building" *Perspectives in Vernacular Architecture, IV*, ed. Thomas Carter and Bernard L. Herman (Columbia and London: University of Missouri Press, 1991), 46.

affirmed Rodney's intention to shift from the traditional framework when he noted that the "walls are to be 14 inches thick, except for the southwest walls, which are to be 9 inches thick." The differing wall thicknesses are the first indication that, though not explicitly stated, Rodney planned to build something along the thinner southwest wall. Rodney also stipulated that the downstairs "be laid into 2 parlors and an entry with chimneys on the southwest end, 2 windows in front 12 light...with marble sills and headpieces. 2 windows in the back parlor of the same size and one door in the back parlor in the end instead of a window in each room." Although houses featuring double drawing rooms or parlors were stylish and not atypical among the well-to-do by 1830, Rodney ensured their existence by including their arrangement along with specification that one door be placed in the back parlor in the end instead of windows. What we now know is that Rodney was planning all along to build his law office adjacent to the southwest side of the house with a private entry through the back parlor or dining room. The fact that this intended arrangement was not explicitly stated in the contract clearly demonstrates that Rodney and Bowman also had an implicit or verbal understanding of the overall design (fig. 3).⁷

Also stated in the contract were specifications pertaining to the foundation, structure, and particular building materials to be used. The "basement and the cellar were to be built of stone 7-1/2 feet deep with two inside walls, one next to the entry running front to back... and the other dividing the house longitudinally to be of brick 9 inches and running to the garrett floor." Rodney noted that "the joists of the first floor to be oak 11 inches deep," while "the first story to be made 11 feet high," the second story 10 feet high and the floors of both stories to be 1-1/4 inch Carolina pine. Other specific details were included such as the desire for "a cellar door in the backyard," rather than at the front of the house where they appear in many Philadelphia

⁷ Building Contract between George B. Rodney and Jeremiah Bowman, 1 August 1831, Richard S. Rodney Collection, Historical Society of Delaware

homes of this same style. Another unusual feature, by virtue of its inclusion, was "an aperture sufficient for wood...at the end of the alley." Aligned with this aperture in the cellar is an arched opening, a fancier, more time-consuming and more expensive feature to construct than the only other square opening located in the cellar. Without the contract to specify the function of this aperture and arched entry, it might be difficult to determine, some 170 years later, what they were designed for. Again, while the aperture for wood was explicitly stated, the differences in arched versus squared entries are distinctive and important enough that Rodney must have verbally instructed Bowman as to their appearance (fig. 4).⁸

Rodney's language is just as explicit when outlining the layout of the second floor rooms. He desired "three rooms to communicate by small size doors between the front and back chambers and a single door between the front room and the one over the entry." One would assume that the front chamber, by virtue of being connected to what was most probably a dressing room, was the best chamber, even though the architectural details and marble mantels are of the same finish in both rooms. However, this front chamber was also connected by a doorway, which could be locked from the bedroom, to a small room above the law office. The room above the office may have been used to house either a nursemaid or child-care giver or $d_0 \bigcup_{i \le i \le i} u \le i$ perhaps provided sleeping or workspace for a law clerk. Since this doorway would make the front chamber less private and though unusual, was not mentioned in the contract, it seems that it may have been an afterthought (fig. 5).⁹

The inclusion of window specifications also provides another clue to the transformation and adaptation of the building. There were to be "3 windows front of the size and finish of those below, 2 windows back, and two in the end all the same size and double hung." There are indeed

⁸ Ibid.

⁹ Ibid.

three windows in the second floor front, two in the back, but only one window in the end. There were never any windows planned for the southwest end of the front chamber because a two-story law office was to be subsequently built along that wall. Instead, a niche for a large clothes press was built on the right side of the fireplace and the aforementioned door built on the other. The two windows "in the end" were built in the southwest wall of the back chamber because as the law office was intended to have been one room deep and two stories high, no structure would have impeded a window view. As seen today the back chamber has only one window on the southwest wall, to the right of the fireplace, while the space to the left of the fireplace is now a closet. What appears to have happened is when the Rodneys built a two-story addition onto the back of the law office, the second story obstructed the one window, and the area was therefore built out flush to the fireplace and a closet added in the space (fig. 6).¹⁰

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Other instructions detailed in the contract were for Bowman "to build adjoining to the dwelling a brick back building or kitchen 16 feet long and 14 feet wide and connected with the house by a passage 8 feet square." The building and passage were to be two stories and the walls nine inches thick. Also included were instructions for a "private stairway thro the passage and a stove room at the corner of the kitchen with a door onto it from the passage and a small window." The passage or piazza were indeed built according to most of the stipulations; interestingly, the stove room, although it seems to have been built, but no longer exists, never functioned in the way in which it was intended. Also, the corner into which this small room was built is curved, an architectural feature that corresponds with 1830's kitchens. It allowed more light and likely had aesthetic impulses as well. This curved corner, while clearly a conscious design choice, is mentioned nowhere in the contract, indicating that it was at this time an

10 Ibid.

accepted architectural device that did not necessitate specification, or that it was agreed upon verbally. According to the present resident, Judge Richard Cooch, there were partition walls in the corner, but they were removed several years ago. While the evidence for the rooms exists, what does not survive is any evidence for a stove (burn marks on the floor) or a stove pipe (a circular hole in the wall or evidence of a small chimney). This appears to be one of the few instances where a stipulation made in the contract never came to fruition. Perhaps the Rodneys decided that the kitchen fireplace would have provided enough warmth and they chose instead to use the space as a china closet or preparation area for food going to the dining room (fig. 7).¹¹

Another specification suggesting deviation from a traditional plan is the inclusion of two dormer windows in the front of the house rather than the usual one. This detail endorses Rodney's intention to finish the garret with three rooms, each having its own source of light and ventilation through the windows. Although today the garret is finished in three rooms, two chambers and a bathroom in the front, Judge Cooch remembers when the garret consisted of only two rooms and the bathroom was created out of the front chamber corner. This clearly indicates that what Rodney stipulated in the contract was either never completed that way, due perhaps to time or money, or that he changed his mind during construction, preferring a large front room to two smaller ones.

While extremely detailed in many aspects, the contractual language also speaks to commonly held notions of values and expectations shared by Rodney and Bowman. As in archaeology, what does not appear, or in this case that which goes unstated, is just as interesting and important as what is specified. For instance, no mention is made of the open staircase that begins in the center of the hall and runs up to the garrett. This must have been a feature that

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¹¹ Ibid.

Bowman was expected to complete "in a good and workmanlike manner and according to the best of his skill and art." While both parties may have verbally agreed upon the basics of the staircase, the rest, such as the handrail, baluster, and spindles were clearly left to the builder's discretion.

Also omitted from the contract was any mention of specific interior woodwork or finish details. Built into the area on either side of the parlor and dining room fireplaces are jamb cupboards outfitted with shelves and finished with locks (fig. 8). Used for the storage of books or other valuables, these cupboards are a relatively common feature seen throughout the Mid-Atlantic area and they appear in many New Castle homes as well. Their presence again attests to the use of a restricted code between the builder and the client. As a familiar and expected detail, their implementation required no written specification. What is written, however, is that the double parlors "are to be finished in the modern style with folding doors" and "that the materials of both buildings...to be entirely finished in a neat and modern style." This lack of detail again points to a shared cultural concept, or the use of a restricted code, when determining what was stylish and modern. Just as Bowman knew to create a curved kitchen corner, he also knew to what extent Rodney expected the interior to be well-finished. What he does specify in the parlors, folding doors, rather than pocket doors, indicates Rodney's unwillingness to gamble on what Bowman might think appropriate.¹²

It appears to be George Rodney's voice, and perhaps the voice of his father-in-law who apparently served as a mentor and factor, that we hear most clearly in the contract, an indication that he served as his own architect. Bernard Herman notes that Kensey Johns, Rodney's neighbor who also built an attached office, also acted as his own architect - "a practice common

¹² Ibid. Information on jamb cupboards obtained in conversation with Bernard Herman.

account.¹⁵ Another letter from Duval dated January of 1833 reveals that the house may not have been finished until around that time (appendix 3). Duval informs Rodney that "Mrs. Duval just gave me the account you gave to her for the cost of the house... there is about three hundred dollars due yet, for which I enclose you a check on the Bank of the United States" (appendix 3). If the plastering was completed in May of 1832 and money was still owed in January of 1833, it becomes clear that while the building was rapidly erected with a large and skilled work force, it took considerably longer to complete the finish and detail work.

This letter certainly gives the impression that Duval was doing more than simply coordinating the purchase of marble steps and mantles; he may have been footing the bill for the building endeavor. Perhaps the home was a wedding present to his daughter and new son-in-law, or perhaps part of a dowry of sorts. James Duval was a very wealthy man and the 1850 census, recorded after his death indicates that his widow had an estate valued at \$30,000.00 while Rodney's own estate at that time was valued at \$5,000.00.¹⁶

In the same March 1832 letter referencing the marble mantles Duval also refers to the adjoining law office and outbuildings when he reminds Rodney that "I think you ought to endeavor to get the well dug and also the cistern; you must make your own arrangement for building the shed and office on the best terms you can, your plan for the office a good one I think." The latter part of this letter discloses that Duval did only intend to help fund the dwelling house, leaving the erection and payment of the law office to Rodney's own accord. No contractual evidence survives for either the office or the shed, leaving the builder(s) unknown. It seems likely, however, that Bowman also participated in the construction of these buildings. In

¹⁵ Letter from James Duval to George B. Rodney, March 20, 1832, Richard S. Rodney Collection, Historical Society of Delaware. Bernard L. Herman, "Kensey Johns and His Carpenters," 75. Building Contract between George B. Rodney and Jeremiah Bowman

¹⁶ Letter from James Duval to George B. Rodney, January 18, 1833 Richard S. Rodney Collection, Historical Society of Delaware. U.S. Census records, 1850.

the house contract Rodney writes that "Jeremiah Bowman shall substantially build and finish one house or messuage" with a messuage being a dwelling house together with its outbuildings. Rodney certainly meant for him to build the house, piazza and kitchen, but it is unknown if the shed and other outbuildings were implicitly understood to have been part of that arrangement.¹⁷

The documentary evidence implies that the law office was started up at least nine months after construction on the house had already begun, but as we have determined, its existence was planned from the very beginning. Originally built as a two-story building, one room deep, the office had a double entry at the front for clients, which opened into a room heated on one side by a small stove. At the back of the room was a small hallway, which led on one end to the dining room of the house and on the other to a winder stair. The rear wall of the hallway was, when built, a masonry wall. At some point during the nineteenth century an addition was put onto the back of the back chamber window. The addition can clearly be seen on the outside of the southwest office wall where there is a vertical separation in the bricks; during this time the masonry support wall at the back of the hallway was taken out and a stud wall put in. Although the exact date of this building episode is unknown it likely coincides with Rodney's son, John H. Rodney, joining his father's law practice in 1863 (fig. 10).¹⁸

The only other building for which we have existing or photographic evidence is the shed mentioned by Duval. A 1905 photograph illustrates the likely building, what appears to have been a stable to house horses and a carriage (fig. 11). Located on the 1891 Sanborn Fire Insurance Map, the building disappears sometime between 1912 and 1923. The map also

¹⁷ Letter from James Duval to George B. Rodney, March 20, 1832. Building Contract between George B. Rodney and Jeremiah Bowman. Definition of messuage from Oxford English dictionary

¹⁸ Conversation with Bernard Herman

decided what type of house was suitable for his daughter and her new husband. Rodney was also undoubtedly making a statement to the city of New Castle that he was a learned, capable and urbane attorney, and one who could successfully handle his client's needs.¹⁹

In many ways this is a house that speaks to sociability with the interior spaces serving as arenas of display. The fine paneled woodwork on the door surrounds and lining the side of the main staircase, the marble mantels with fluted decoration cut into the lambs-tongue molded pediments, and the immense folding, paneled doors that serve to separate the double parlors all emphasized and spoke to Rodney's wealth and knowledge (fig. 12). His high status was reinforced when a visitor to the home ascended five blue marble steps, "the very handsomest", when arriving at the Rodney's front door. Before entering, the visitor might have noticed that the marble headpieces above each front window were decorated at each corner with paterea, a decorative technique continued inside the house. Not only was the home fashionable, but it was built and finished with the finest materials available.

Managing sociability within these interior arenas of display was done with a series of architectural buffers. For instance, the unheated entry could be completely shut off from the rest of the first floor, creating a waiting area of sorts for those who were either on business or others not invited into the more polite spaces. The dining room and front parlor, the two rooms that compose this arrangement of the double parlor space, could be accessed in a number of different ways. The front parlor was the most private as it could be partitioned off from the back dining room by the folding doors and from the hall by a single, hinged door. The dining room was reached in a series of ways. Two doorways from the hall led into this room. The door closest to

¹⁹ Letter from James Duval to George B. Rodney, March 1833. Interestingly, almost identical marble are seen in a house located at 334 Spruce Street in Philadelphia and in 19 E. Second Street located just across the Green and Market area in New Castle. They differ only in that Rodney's mantels contain an extra fluted design indicating that they were a bit more costly.

the front door provided access to guests and the homeowners. The smaller door near the piazza provided access for the servants carrying dinnerware, food and beverages. A third point of access to the dining room is from the law office hallway.

A guest's purpose for being at the Rodney home would dictate what kind of access they had and how many rooms they would enter. Interestingly, the Kensey Johns office, upon which the Rodney office was likely modeled, was accessed from the house through a door in the entry hall (fig. 13). Although Rodney had the option to design his office and house with the same sort of more private entry, he clearly chose access through a family room, the dining room. By the 1830's dining rooms were often outfitted with bookshelves and thus served as an alternate, and more formal, workspace. By making this room the connecting point to the office, Rodney must have had this dining room/ library workspace concept in mind, an arrangement that reinforced the front parlor as the most formal and most private space.

Just as the interior architecture served to join spaces together while simultaneously denoting hierarchy, the exterior architecture also worked in a similar fashion helping to distinguish the office from the dwelling while still providing a unifying effect. The two buildings are upon first glance united by the fact that they are both brick structures enclosed within a black picket fence. Upon further inspection, however, important details are strikingly different leaving no question in the visitors mind what activities occur in which space. The house is completed in decorative Flemish bond while the office is finished in common or running bond, with the exception of a single course of Flemish bond separating the first and second floor (fig. 14). The entries are also dissimilar with a set of five marble steps indicating access to the home with only a single step requiring entry to the office. The law office door is decorated above with only a plain, square top with lights, a direct contrast to the highly ornamented circular

fanlight above the door to the house (fig. 15). While these features do not necessarily set the two buildings in opposition to one another, they do serve to distinguish space and function, while the building materials, fence and identical capitals running along the roofline of both structures provide a unifying effect.

Sociability, presentation of self, and internal access were all equally important considerations in the arrangement of the house's interior spaces. Likewise, access between the house, law office and courthouse was as equally well thought out by Rodney. As previously noted, the homeowner had several options for entry into the offices. The most likely was through the door in the dining room, which leads into the small hallway and into the front and back offices. When the back office was added it was built with a door in the rear corner allowing access for either the attorneys or a servant directly from the back yard or the kitchen area. (fig. 16) This arrangement provided ease of service activities without one having to pass through the polite spaces of the house. The client would have entered the offices in a much different fashion, by way of the double door entrance, passing first through a solid paneled door into a small vestibule, and then through another door with twelve panes of glass composing the upper half (fig. 17). This arrangement would allow Rodney to view the visitor or client before admitting them into his office. Under special circumstances, if the front office was in use for instance, a client might enter through the front door and pass through the dining room to gain entry into the back office.

Access to and from the courthouse was also very important and numerous attorneys settled in the streets surrounding the civic arena including Rodney, Kensey Johns and Samuel Platt who lived in 19 E. Second Street in the 1850's. As Alexander Cooper reminisced, Rodney's tenure on the Green was greatly impacted by "the venerable old court house – with its ancient and interesting history – which stood within his daily view – he gazed upon with a deep and hallowed reverence." He would have enjoyed not only quick and easy access to the court, but the spatial correlation between the two buildings, one where law was practiced and the other where justice was served, would have impacted Rodney as well as the clients he assisted (fig. 18).

The Rodney house today remains an important component of the New Castle landscape. It stands as a testament to continued family ownership and as a reminder of the important role that the Green, the former civic and intellectual nucleus, played within the town. The structures themselves, as important survivals of material life, tell us much about the way in which people lived and moved within the interior and exterior spaces. When used concurrently with the building contract they allow a deeper understanding of Rodney's intent as well as an informative deconstruction of the client/builder dialogue. This evidence thus allows a rare understanding of the financial agreements set forth between a man and his father-in-law, as well as the shared cultural expressions and articulations of individual intent as demonstrated in the contract. Most importantly, however, the material manifestations of George Rodney's building effort illustrates his deliberate efforts to place himself within the civic and intellectual milieu of New Castle and to occupy a dwelling suitable for a man of his position, wealth and intellect.



Fig. 10 Law office and dwelling as seen today



Fig. 11 View of stable or "shed" mentioned in letter from James Duval







Fig. 14 Flemish bond on dwelling house to right; common or running bond on law office to left. Note how identical capitals running along roof line serve to unite the two structures.





Fig. 15 Doorway to office at left; doorway to house at right.



Fig. 18 Top, view from Rodney house and law office to courthouse; below, view from courthouse to Rodney property

Be it remembered that this day of August 1, 1831 it is agreed between George B. Rodney and Jeremiah Bowman both of the town of New Castle in man? Men? And form following. To which the said Jeremiah Bowman for the consideration herinafter mentioned doth for himself, his heirs, executors and administrators covenant with the said Geo. B. Rodney his executors, administrators and apigns. That the said Jeremiah Bowman shall and with all reasonable dispatch after the date hereof in a good and workmanlike manner and according to the best of his skill and art at New Castle will and substantially build and finish one house or messuage of the dimensions following viz a two story brick house twenty-seven feet in front by 39 feet in depth. The walls to be 14 inches thick except the south west end which is to be of nine inches. The northeast end to be stripped. The first floor is to be laid off into 2 parlors and an entry with chimneys in the SW end. 2 windows in front, 12 light, 12 by 16 with marble sills and headpieces. 2 windows in the back parlor of the same size and one door in the back parlor in the end instead of a window in each room. These rooms are to be finished in modern style with folding doors. The entry will be about 7 feet, 7 in wide in the clear and front door about 3ft 6 in in the clear with a marble sill and circular top. The joists of the first floor to be of oak 11 inches deep and elevated 4 feet ?. The basement and cellar to be built of stone 7-1/2 feet deep with sufficient ventilation on every side, cellar door in the back yard, and at the end of the alley an aperture sufficient for wood ? then an also to be 2 inside walls - one running from front of the back wall and next the entry. The other dividing the house longitudinally to be of brick 9 inches thick and running to the garrett floor. The first story is to be made 11 feet high. The second ten feet with joists 10 inches deep and divided into three rooms having three windows front of the size and finish of those below. 2 windows back, and 2 in the end all the same size and double hung. The 3 rooms to communicate by small size doors between the front and back chambers and a single door between the front room and the one over the entry. The garrett to be finished in 3 rooms with 2 dormer windows front and one back and 2 windows in the SW end, one in the NW end and small windows in the 2d garrett and a window in the NE end in the second story.

The first and second floors to be of 1-1/4 Carolina pine. The whole house to be comfortably finished except the parlor mantels and front steps which are not ? and to have 2 coats of paint. The said Jeremiah Bowman is also to build adjoining to the dwelling a brick back building or kitchen 16 feet long and 14 wide and connected with the house by a passage 8 feet square. The house and passage is to be of 2 stories in height of 9 & 8 feet. The walls to be nine inches having 2 windows and a door below and 3 windows above. There is likewise to be a private stairway thro the passage and a stove room at the corner of the kitchen with a door onto it from the passage and a small window. The materials of both buildings to be furnished by and the whole to be entirely finished in a neat and modern style by the said Jeremiah Bowman as early as he can and not to be delayed beyond the 25 of June nest. In consideration whereof the said Geo. B. Rodney doth for himself his excs. And adms. Well and truly to pay unto the said Jeremiah Bowman his epx. And adms. The sum of three thousand and one hundred and ninety-five dollars in a manner following to wit. Seven hundred dollars upon the laying of the joists of the second floor. Seven hundred when the whole building shall be covered in. Seven hundred when the floors are all laid. Seven hundred dollars when the plastering is completed and the balance when the building shall be entirely finished according to this contract and possession given. Witness on hand and seals the day and ? first mentioned in presence of W. Cooper. Signed Geo. B. Rodney and Jeremiah Bowman

Bibliography

Primary Sources:

Latrobe Survey of New Castle, Delaware, 1804 Private Collection of Rodney family and Rodney house documents, Richard R. Cooch Rodney Family Papers, Richard S. Rodney Collection, Historical Society of Delaware Sanborn Fire Insurance Maps United States Census Records: 1840, 1850, 1860

Secondary Sources:

Ayers, James. Building the Georgian City. New Haven: Yale University Press, 1998.

- Bishir, Catherine W. "Good and Sufficient Language for Building." In Perspectives in Vernacular Architecture, IV, ed. Thomas Carter and Bernard Herman, 44-52. Columbia: University of Missouri Press, 1991.
- Cario, William R. "Great Expectations, Practical Accomplishments: New Castle, 1700-1750." In 350 Years of New Castle, Delaware: Chapters In A Towns History, ed. Constance J. Cooper, 35-68. New Castle: New Castle Historical Society, 2001
- Cooper, Alexander. "The Bench and Bar of Delaware of Delaware As I Knew Them: The Last 50 Years." Unpublished. In collection of Richard R. Cooch
- Garrett, Elisabeth Donaghy. At Home: The American Family, 1750-1870. New York: Harry N. Abrams, 1990.
- Heite, Louise D. "New Castle Under the Duke of York: A Stable Community." M.A. Thesis, University of Delaware, 1978.
- Herman, Bernard L. "Multiple Materials, Multiple Meanings: The Fortunes of Thomas Mendenhall." *Winterthur Portfolio 19* (Spring 1984): 67-86.
- Lanier, Gabrielle M. and Bernard L. Herman. Everyday Architecture of the Mid-Atlantic, Looking at Buildings and Landscapes. Baltimore: The Johns Hopkins University Press, 1997.
- Smith, Thomas Gordon. John Hall and the Grecian Style in America: A Reprint of Three Pattern Books Published in 1840[The Cabinetmakers' Assistant, A Series of Select and Original Modern Designs for Dwelling Houses, and A New and Concise Method of Hand-Railing]. New York: Acanthus Press, 1996.
- Upton, Dell. "Toward a Performance Theory of Vernacular Architecture: Early Tidewater Virginia As a Case Study." In *Folklore Forum 12*, ed. Simon Bronner and Stephen Poyser, 173-196. 1979.