

Three Mile Island's Troubled History: 1762-1979

by Elaine Huber

After Chernobyl, American Broadcasting Company's Paul Harvey observed that perhaps TMI was "much ado about almost nothing," and Chernobyl "little ado about much." Quite a concise summarization of Chernobyl's present . . . and quite a coincidental commentary on TMI's past. Ever since 1762 people have been dragging Pennsylvania's infamous island in and out of court in justifiably human squabbles.

The first fellow to kick up a fuss was a little-known Marylander bored with floundering around the colony's West River. Trying to satisfy himself with a wife and some more land,¹ Joseph Galloway in 1760 married teenage Hannah Cookson from Lancaster, Pennsylvania.² Marriage to her gave him a chance at her late father's four thousand acres, half of them scattered across the colony's Lancaster, York, and Cumberland counties, the rest clumped along its Susquehanna River's eastern shore, directly fronting a three-mile-long island.³

The only hitch was that Hannah was not yet twenty-one years of age. Unable to wait, Joseph spent their first wedding anniversary, not celebrating with his bride, but pestering her stepfather and Penn's Land Secretary. "Just give me my wife's two-thirds land inheritance now," he pouted.

But their argument "Why pay now for what she can have free at twenty-one?" was wasted on Joseph. He didn't care that they were well-trained land experts. He wanted what he wanted, when he wanted it, and

the way he wanted it. So his father-in-law disgustedly told the judge to give him his childish way.⁴

On September 8, 1762, Sheriff Hay made all of them watch as he drew solemn division lines across two-thirds of that long island and around some fourteen hundred shore acres.⁵

But nine quick months later, Joseph's land honeymoon was over. His family was gone. Hannah and their child were both in the grave.⁶ His land hopes were gone. Hannah's death had transferred her land rights to English heirs-at-law. His fortune might go. He owed the Penns. He owed Sheriff Hay. And he'd owe the heirs-at-law if he wanted back those lands.

It took Joseph and an executor five years to find those heirs-at-law, persuade them to resell their right, and close the deal for fifteen hundred pounds sterling.⁷ But that meant that though he had his island back, he had a bigger debt. He had borrowed those fifteen hundred pounds from his brother Samuel.

Joseph tried to round up Samuel's money by advertising a few of his less desirable tracts. But no one would buy them.⁸ So when an Indian trader offered sixteen hundred pounds for five hundred acres, Joseph sold him a two hundred acre shore tract and that two-third island. The deal was dependent though on Joseph's promise to title the island before the second payment.

Two payments later, Joseph got no cash. Instead, he had to return trader Elliot's payments until he made good on that title promise.⁹

Twenty-four years later, after fighting a Revolutionary War, raising two motherless children,¹⁰ and frittering away the rest of his assets, Joseph really did need Elliot's money.¹¹ But Judge Peters said war or not, a promise was a promise, and there'd be no more Elliot cash until there was a Galloway title.

But titles took money, and Joseph had none. And no one would give him any. So on June 7, 1798, Joseph watched the Land Office take Elliot's money for themselves and give Elliot's son the island.¹²

Elliot's son, John, might have enjoyed his two-thirds island as undisturbed as had his father if his younger brother had not mysteriously contracted Joseph's craving for cash. The year after he turned twenty-one, young William begged the court for some of his older brother's money. He felt sure the island held more acres than his brother had paid for.

William's sister and her husband decided to agree. But by the time they had fussed their way to Pennsylvania's Supreme Court, William had decided that living in uncivilized Claibourne County, Mississippi Territory, was more exciting than pushing for pennies. In May 1812, the high court made forgetting the whole thing William's legal obligation.¹³

But if William finally gave his brother a chance to enjoy his growing island wealth, death didn't. John's young widow had to twice remarry

before she could find a husband who lived long enough to help her care for her many children and stepchildren.¹⁴

Twenty years later, John's oldest son bought out his father's share and moved onto the island. But within four years, even though the island's shad fisheries should have kept him solvent, Daniel had lost his enviable two-story home to overwhelming debt.¹⁵

Generously his second stepfather rescued everything from the sheriff, but never again did the island prosper Daniel. Before he could financially recover, he had made his wife a widow and his children fatherless. So the place waited in the hands of tenants.¹⁶

Twenty-six years later, a stepsister paid "Poppa" for Daniel's share. But within six months, she had buried her young husband and taken on his \$25,000 debt. She asked the auctioneer to help were wring dollars from her island farm, but it was a bad time to try. The whole nation had financial *rigor mortis* of its own, and no one was interested, not even the farmer on the other end of the island. Finally, in the fall of 1873, aging "Poppa" came through, again buying back into the family that two-third island.¹⁷

But five weeks after they had buried "Poppa," two daughters and a granddaughter put a knife into the island's legal peace. "Poppa" had willed all his lands to public sale. In the middle of that sale, all three women fell violently ill with suspicion that the executors might turn the estate to their own personal benefit. The only cure the ladies could think of was to legally nit-pick everything the executors did to keep things prosperous.¹⁸

It took the court nineteen months to convince the ladies to buy the place and manage it for themselves.¹⁹ But the fun of trying to keep a river fortune afloat wore out in about as much time as it had taken them to assume it. Right before Thanksgiving 1879, the three passed their headache on to a local gentleman farmer.²⁰

Old farmer James Duffy had grand ideas, but it took Duffy Jr. until 1900 to strike a mutually agreeable deed with his island neighbor.²¹ That done, he became so distracted polishing the whole island to plantation shine that he ignored the stone dam slowly rising between him and the new hydroelectric plant on the river's western shore.

But just as Duffy finished his ambitious island project, the dam caught more than his attention. It ripped open his wallet. March 8, 1904, like everyone else, Duffy was river-watching. The winter had been so severe, everyone expected high water. But he hadn't expected to watch six thousand dollars of his prized shade-grown tobacco go bobbing downriver with his sheds. Nor was he happy to find his island crushed under literal mountains of ice that dam had diverted out of its normal flow.²² First he initiated suit against the electric company.²³ Then he handed a quick deed to the first fellow who approached him about buying the ruined place.²⁴

It took the state's Supreme Court two intense trials and seven long

years to award Duffy just \$11,900. It must have been humbling for him to accept even those damages from the electric company. Testimony had revealed it was that company's disguised agent who'd lifted that island off his hands!²⁵ York Haven Water and Power Company didn't mind though. They had their island and now there would be no more trips to the judge.²⁶

And there might not have been . . .

. . . *if* York Haven hadn't put another dam on the island's east side. That sent farmer Rider to the judge, not for money, but to keep that east channel water for his shore crops. He made his point and the judge made them blow out the dam.²⁷

. . . *if* York Haven hadn't squawked about a little school tax for the island's yellow schoolhouse. Tenants with children were island renters, but to a power company ownership meant protection from suits, not education for kids. But on that point the judge wouldn't bend.²⁸

. . . *if* York Haven hadn't eventually sold their generating rights to another ambitious power company.²⁹

. . . *if* that other company, Metropolitan Edison, hadn't put its nuclear reactor No. 2 right smack on top of Joseph's 1762 squabble line. How could they have known?³⁰

. . . *if* that nauseous reactor hadn't been more impolite than Joseph Galloway. March 28, 1979, it spit its radioactive steam into its neighbors' eyes. Stinging with surprise, they did what all the rest had done . . . hurried to their highest judges. This time they hoped to bury the place. But after six years and six months of polite listening, the U.S. Supreme Court said "no."³¹

Whoever that verdict disturbs might do well to reflect on this . . . What chance is there that Chernobyl will ever get to air its grievances? Its fires were smothered with concrete.

Endnotes.

1. Joseph Galloway, cousin of the prominent Philadelphia Tory lawyer of the same name, was born December 30, 1734, the fifth child and fourth son of John and Mary Thomas Galloway, West River, Anne Arundel County, MD. His father's 1747 will specified that he was to train for "law or physick." Nowhere among the 15,000 mss. of the Galloway-Maxy-Markoe Collection in the Library of Congress has the author found any indication that Joseph ever pursued either occupation. He apparently only occasionally collaborated with his brother Samuel in large scale planting and exporting.

Birth: Galloway Ledger, Hall of Records (HR), Annapolis, MD; *Will:* Pre-rogative Court, Original Will, Box G, folder 12 (HR), recorded 4 July 1748. Another ms. copy is found in the Galloway-Maxy-Markoe Collection (GMM), folio 8073A, Library of Congress (L of C).

2. Joseph in 1758 had planned marriage with Mary King Barnes, daughter of Col. Abraham Barnes, St. Mary's Co., MD. After Miss Barnes without explanation broke the engagement, Joseph first swore indifference, than on September 30, 1760 married Hannah Cookson, daughter of Lancaster, PA's late surveyor-magistrate Thomas Cookson and stepdaughter of Mary Thompson Cookson Stevenson, by then the second wife of York, PA surveyor George Stevenson.

Contract of marriage: Richard Murray to Samuel Galloway, 23 December 1758, Samuel and John Galloway Papers, New York Public Library (NYPL); *Engagement broken:* Joseph Galloway to Samuel Galloway, 6 January 1759, Cheston-Galloway Papers (microfilm), (CGP), MD Historical Society (MHS), Baltimore, MD; *Marriage:* Marriage Records, Christ Church, Philadelphia, PA.

3. Thomas Cookson's 1753 will specified that if either daughter preceded the other in death, the remaining one was to receive a double third of his lands. At her young sister Margaret's death, Hannah received $\frac{2}{3}$ right to her father's 5 Lancaster lots, 2 York Co. tracts, 8 Cumberland Co. tracts and 9 eastern Susquehanna River shore tracts which immediately fronted and followed the length of the island now known as TMI. The island's 334½ acres were added to the estate after October 10, 1755, when Cookson's executor followed through on Cookson's December 4, 1749, request to buy the island by purchasing the necessary warrant in trust.

Will: Thomas Cookson, 15 March 1753, Lancaster Co. (LC) Will Bk. B-1-1; *Inventory of lands:* Thomas Cookson Estate Folder (TCF), Capt. Richard Peters Papers (RPP), Historical Society of PA (HSP); *Purchase request:* Thomas Cookson to Richard Peters, 4 December 1749, LC Papers 1724-1772, HSP; *Warrant:* Entry #273, Bureau of Land Records (LR), PA Historical and Museum Commission (PHMC).

4. Joseph Galloway to Samuel Galloway, 29 September 1761, GMM, Vol. 4, L of C; George Stevenson to Richard Peters, 4 October 1766, TCF, RPP, HSP.

5. Certified extract from original in LC Court of Common Pleas (CP), dated 5 February 1762 and extracted 7 August 1798, Lancaster Co. Historical Society (LCHS); Execution of Writ, 9 September 1762, TCF, RPP, HSP.

6. Soon after the land division, Hannah needed "bark" treatments for recurring "smart fevers." On May 17, 1763, Rev. Peters indicated he had just completed a long administration account for Joseph Galloway of MD who had married Hannah Cookson. The reversionary right deed Cookson heirs-at-law granted Galloway clearly specified that a minor Galloway child was deceased about the time Hannah died.

Fever: Joseph Galloway to —, 27 December 1762, GMM, Vol. 6, L of C; *Administration:* Richard Peters to William Smith, 28 May 1763, "Notes and Queries," letter, PHMB, Vol. 10, 350; *Deed:* LC Deed Bk. N-42, 21 May 1768.

7. Rev. Richard Peters agreed that during his June 1764-December 1765 continental trip for medical treatment he would locate and counsel Cookson's heirs-at-law. The TCF at HSP contain certified 1764 copies of Richmond and Sunderland Parish Records that validate Mary Cookson Lindsay as Cookson's only surviving sister and her two living daughters, Hannah Lindsay and Sarah Rawlings, as the heirs-at-law. Notations on the documents indicate that on December 28, 1764, John and Sarah Rawlings and Hannah Lindsay met with Rev. Dr. Peters at Flathouse No. 21, Liverpool where Rev. Dr. Peters

promised the heiresses he would negotiate a just value on their reversionary right if they sold it to Galloway.

March 16, 1767, Rev. Dr. Peters prepared an estate business letter for Galloway to take to England and personally close the deal. However, apparently Rawlings shortly showed up in Philadelphia and after extended haggling resold Galloway his prior lands on May 21, 1768, at £500 sterling more than Galloway had first offered.

Promise: Richard Peters to Edward Shippen, 1 December 1766, TCF, RPP, HSP; *Estate letter:* Richard Peters to Joseph Galloway, 16 March 1767, TCF, RPP, HSP; *Personal deal:* Richard Peters to Joseph Galloway, 16 March 1767, TCF, RPP, HSP; Joseph Galloway to Samuel Galloway, 10 June 1767, CGP, MHS; Richard Peters to Edward Shippen, 1 December 1766, TCF, RPP, HSP; *Deed:* John Rawlings et al. to Joseph Galloway, 21 May 1768, LC Deed Bk. N-42.

8. Galloway spent most of December 1768-February 1769 traveling through Cumberland trying to sell land. After nearly dying with sudden pleurisy at Lancaster, he hurried home without enough cash to repay what Samuel had loaned him.

See Samuel Galloway to Andrew von Bristol, 8 April 1767, Samuel Galloway Letterbook 1766-1772, Container 75, L of C; Samuel Galloway to James Russell, 10 October 1768, CGP, MHS; Joseph Shippen to Samuel Galloway, 24 February 1769, Samuel and John Galloway Papers, NYPL.

9. On June 25, 1772, Daniel Elliot gave Galloway a bill of exchange for £800 as a one-half payment on 500 acres Galloway was to make up between one patented shore tract of 210 acres and the lower $\frac{2}{3}$ of the island. Not titled, the island was not included in the LC P-1-230 deed but in an Articles of Agreement of same date (GMM, Vol. 12) that specified that before Elliot made the second of five yearly payments, Galloway was to have titled the island. Having failed to do so, Galloway on May 6, 1774, issued Elliot a bond for £320, the amount of yearly payments Elliot had already made; the bond was to be withdrawn when Galloway completed title.

Bond: 6 May 1774, GMM, Vol. 13, L of C; Articles of Agreement 25 June 1772, GMM, Vol. 12, L of C; David Lynn to John Galloway, 11 November 1797, GMM, Vol. 26, L of C.

10. Beginning in the spring of 1774, correspondence between members of the Galloway and in-law Ringgold families makes reference to the despicable conduct of the "Major," (rank Galloway served under during the Revolution) in relation to some female acquaintance. On July 10, 1774, a daughter Mary Galloway was born. On May 3, 1776, shortly after being commissioned a 2nd Major of the South River Battalion of Militia for Anne Arundel Co., MD, Galloway's first will specified superficial care for a Sarah Birkhead of whom Mary was born and who was then "big with child." As this Sarah appears in no further legal documentation with Galloway, and as this author has yet to find any record of a wedding, one may wonder whether Galloway's children were born of a temporary alliance.

Major: Benjamin Galloway to T. Ringgold, 7 April 1774, Samuel and John Galloway Papers, NYPL; T. Ringgold to —, 8 February 1774, Samuel and John Galloway Papers, NYPL; *Birth:* Cemetery Records, Rose Hill Cemetery, Cumberland, Allegany Co., MD; *Will:* 3 May 1776, GMM, Vol. 14, L of C; *Commission:* 22 January 1776, MD Archives, XI, 103.

11. To satisfy an outstanding debt, Galloway on November 11, 1784, gave his nephew John Galloway a £3000 lien on his West River plantation. After further financial mismanagement, he in October 1794 executed a deed of trust to John and to his son-in-law Capt. David Lynn. The lien John held on Joseph's lands almost equaled the lien Capt. Lynn figured Joseph held on Elliot's lands after 23 years of non-payment. However, since Joseph had never titled Elliot's island, he could claim little from Elliot's estate.

Bond: Joseph Galloway to John Galloway, 8 November 1784, GMM, Vol. 18, L of C; *Trustees:* Rough draft of deed of trust, October 1794, Joseph Galloway to John Galloway and David Lynn, Gift Collection D634, folder 12, HR; *Lien:* David Lynn to John Galloway, 11 November 1797, GMM, Vol. 26, L of C.

12. "The patents will not issue, Mr. Galloway will not pay them and Mr. Lowrey will not pay Mr. Galloway. . ." pretty well sums up the struggle that finally was resolved when on June 7, 1798, John Galloway as attorney for Joseph Galloway acknowledged that the purchase money that had been required to title the island had been given to Galloway to give to the Land Office and that Joseph Galloway now conceded that the title should be issued to Col. Lowrey in trust for Elliot heirs.

Not issue: David Lynn to John Galloway, 27 November 1797, GMM, Vol. 26, L of C; *Resolution:* Philadelphia Lot Book, Patent P-5-85, 7 June 1798, LR, PHMC; Joseph Galloway Estate Book, 1797-1805, GMM, Container 87, L of C; Lowrey Account with John Galloway, Ms., LCHS, 7 June 1798.

13. November 30, 1807, William Elliot petitioned PA's Dauphin Co.'s (DC) Orphan's Court (OC) for monetary remuneration. However, by January 6, 1811, he had released his claim and was in Claibourne Co., Mississippi Territory. The PA Supreme Court on May 25, 1812, confirmed the OC decision that John's ownership was valid and secure.

OC: DC OC Dkt. C-197; *Claim release:* DC Deed Bk. T-1-82; *Supreme Court:* DC OC Dkt. C-197.

14. After John's July 21, 1820, death, Elizabeth Elliot remarried Major Michael Brenneman who died on August 2, 1826. After her March 1828 remarriage to Abraham Greenawalt, Elizabeth had become mother or step-mother to children from five families.

15. "Alias Levari Facias," int. from February 6, 1844, John S. Gish for the use of Jacob M. Haldeman vs. Daniel Elliott, #54, August Term, 1844, Dauphin County Courthouse, Harrisburg, PA (DCC-H).

16. No record has been found that Daniel's estate was of sufficient amount to even process it in the normal court procedures.

17. *Stepsister deed:* Abraham Greenawalt to Lafayette K. Saylor, 22 March 1871, DC Deed Bk. S-5-611; *Death:* 23 September 1871, from obituary, Philadelphia Inquirer, 25 September 1871; *Auctioneer:* DC OC Dkt. S-49, 60, 62, 125.

18. *Death:* 11 August 1875; *Nit-picking:* LC OC Bk. 1876-76, p. 508, 19 June 1876; LC Accounts and Reports (A-R), Bk. 32, p. 351, 17 November 1876; LC A-R, Bk. 33, p. 172, 16 February 1877.

19. Abraham Greenawalt estate to Elizabeth Saylor, Ella Bardwell and Catharine Bardwell, 15 January 1878, DC Deed Bk. M-4-447, (DCC-H).

20. Elizabeth Saylor, Ella Bardwell and Catharine Bardwell to James Duffy, 11 November 1879, DC Deed Bk. S-5-614.

21. William Shireman et al. to James Duffy, 18 March 1900, DC Deed Bk. P-10-290.

22. Ice flood, March 8, 1904. Detailed in about 1000 pages of court transcript from James Duffy vs. York Haven Water and Power Company, Dkt. 161, March Term 1906 (DCC-H). Newspapers of the period and locality also detail the record-setting local catastrophe.

23. James Duffy vs. York Haven Water and Power Company, Dkt. 161, March Term 1906, (DCC-H).

24. James Duffy to Henry W. Stokes, 26 April 1905, DC Deed Bk. E-12-214.

25. James Duffy vs. York Haven Water and Power Company, Dkt. 161, March Term 1906, (DCC-H); *Harrisburg Patriot News*, 2 May 1905 had speculated right after the first deed that the deal was done through an agent. The second deed, Henry W. Stokes to York Haven Water and Power Company, 19 May 1905, DC Deed Bk. M-16-558, confirmed the agent transfer as did testimony in Dkt. 161.

26. Intent corroborated by testimony in York Haven Water and Power Company vs. Londonderry Twp. School Dist., Equity Dkt. 593, (DCC-H).

27. John Rider vs. York Haven Water and Power Company, Equity Dkt. 448, (DCC-H).

28. York Haven Water and Power Company vs. Londonderry Twp. School Dist., Equity Dkt. 593, (DCC-H).

29. York Haven Water and Power Company to Metropolitan Edison Company, 15 September 1924, DC Deed Bk. Y-20-379.

30. Construction began on Unit No. 1 on 4 January 1968; commercial operation began in September 1974. Unit No. 2 went on line in December 1978.

31. October 2, 1985, the U.S. Supreme Court lifted the ban that had kept TMI's undamaged Unit No. 1 idle for six years and six months after the March 28, 1979, nuclear accident at its Unit No. 2 reactor.