

PATRICK McKAIG FAMILY HISTORY

Written by  
William Bauman  
C & O Canal Association Volunteer

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## PREFACE

A table of vital statistics for the Patrick McKaig family is provided at the end of this report and was initially built from “**THE MCKAIG JOURNAL, A Confederate Family of Cumberland,**” Edited and Annotated by Helene L. Baldwin, Michael Allen Mudge and Keith W. Schlegel, published by the Allegany County Historical Society, Cumberland, MD, 1984. As subsequent census reports, marriage records, obituaries, draft registration cards, etc., provided different data, the table was revised. The table and report contains data and information beyond that necessary for this Chesapeake and Ohio Canal family history in hopes it will be useful to others doing research. All text without footnotes came from the **JOURNAL** in whole or in part and I am very thankful to have it as source material. This is one of the few families to migrate east, from Ohio. This report focuses on the family involvement with the Chesapeake and Ohio Canal; other aspects, e.g. their many real estate transactions and legal cases, are omitted for brevity. This is a work in progress and new information would be most welcome.

We hope the readers will find the story interesting and contact me with additional information or corrections.

William Bauman  
C. & O. Canal Association Volunteer  
[wdbauman@visuallink.com](mailto:wdbauman@visuallink.com)

Patrick and Rachael (Starr) McKaig were the parents of ten children. Robert Stuart McKaig was born near Gettysburg, Pa., graduated from Washington College, Pa. and returned to New Lisbon, Ohio, where he had been reared. In 1829 he came to Cumberland to teach at the academy where his brother was principal, but he soon returned to New Lisbon to run a farm and mill. While thus occupied, he studied medicine and was subsequently referred to as Dr. R. S. McKaig. Their second son, Thomas Jefferson McKaig, was born Nov. 4, 1804 at Steubenville, Ohio, graduated from Washington College, Pa. in 1826, and arrived by stage coach in Cumberland on Oct. 3, 1826 with only \$1.25 in his pocket. He immediately secured the position of principal of Allegany County Academy. On Oct. 23, 1828, he married Virlinda Beall, an older sister of Priscilla Beall McKaig. While principal at the academy, Thomas J. McKaig studied law and in 1831 was admitted to the Maryland Bar and served as attorney for the B&O Railroad for thirty nine years. But we are getting ahead of the story.

The third son, William Wallace McKaig was born Jan 2, 1806 in New Lisbon, Ohio and also attended Washington College, Pa., graduating in 1828. He then returned to Ohio, studied law and was admitted to the Ohio Bar in 1831. He served one term as Clerk of the Ohio Senate and one term as the youngest member of the Ohio Senate.

The following story, a bit long, was in an Ohio newspaper describing a horrible fire in Cumberland. The story also documents the presence of Thomas J. McKaig in Cumberland in 1833 as was William McMahan, the future father-in-law to Robert Stuart McKaig. The story read: **“THE CUMBERLAND FIRE – Address to the People of the United States –** The undersigned being a committee appointed by the citizens of Cumberland to draft an address to the people of the United States, detailing the particulars of their late dreadful calamity, and the condition to which they are reduced, and of soliciting contributions in their behalf, are enabled, from their own view and from their enquiries on the subject, to make the following statement:

“The town of Cumberland is situated at the junction of Wills creek, with the river Potomac. The national road passing through the place, has given it the advantage of a great amount of travel, and large sums were expended for its accommodation. The principal Hotel was a splendid building and cost the proprietor upwards of twenty-five thousand dollars. There were two other large and commodious Hotels, well kept and provided for on the same square.

“Cumberland, being the chief town of Alleghany county, and its seat of justice, the principal mercantile business of the county was here transacted. Here also the coal from the mines is brought and deposited for transportation. The merchants, tradesmen and mechanics were all in prosperous circumstances, and were located, as near as conveniently might be, in the vicinity of the Hotels, which formed the center of business.

“The calamitous fire which forms the occasion and the subject of this address, broke out at 2 o’clock, P. M. on Sunday the 14<sup>th</sup> of April instant. It originated in a joiner’s shop, and is said to have been occasioned by a lighted cigar which a careless boy threw among some shavings. This shop unhappily stood at the north-western extremity of the business portion of the place, and a strong *north-west wind* prevailing at the same time, the flames, burning shingles and other combustibles, were carried through the heart of the town. The citizens labored first to save the building, which was frame, adjoining the shop where the fire commenced, but this soon was abandoned as hopeless. The panic then became general and uncontrollable, and each endeavoring to save his own effects carried out store goods, beds, bedding, clothing and furniture into the street – but the houses on both sides were now in full blaze, the progress of destruction

was rapid beyond conception, and those who had placed their effects in the streets were driven from them by a body of flame and scorching smoke that filled the entire space from side to side, burning up sideboards, chairs, tables, articles of male and female attire, beds and bed clothes, before the eyes of their owners.

“The next effort of the citizens, where the flames had not reached, was to carry their goods to the houses of their friends at a considerable distance from what was supposed to be the scene of danger. In the midst of these labors, what was their consternation to behold these places of refuge, even the most distant, with all the intervening houses, already on fire!

“The inhabitants now withdrew in despair to a distance from the raging element. From right to left, one unbroken sheet of flame extended full a quarter of a mile, raging and roaring like a tornado, was the awful spectacle presented to the eye. The two sections of the town were completely separated from each other: those to the west, the fate and condition of their friends beyond the flames were involved in mystery and dreadful apprehension. – Mothers were separated from their children, and wives from their husbands – but fortunately not a single life has been lost.

“In two hours and a half, seventy-five houses fronting on the principal street of town, including the three Hotels, all the stores save one, all the dwellings, shops and materials of the tradesmen and mechanics, were burnt to the ground. The whole number of buildings destroyed, including barns, stables and other buildings, cannot, it is believed, be short of one-hundred and fifty. In this brief space of time, seven hundred people have been rendered houseless and otherwise deplorably destitute. The value of property destroyed has been estimated at \$272,000, and the undersigned believe this estimate to be rather below than above the truth.

“In appealing, in behalf of the Cumberland sufferers, to the generous sympathies of their countrymen, the undersigned cherish a lively hope that the appeal will not be in vain.

“The sight of a thriving village daily increasing in all the comforts of life, reduced in so short a time to a melancholy waste of broken walls and naked chimneys, cannot fail to call forth those principles of pure benevolence that form so distinguished a characteristic of the American people.

“The following gentlemen, residing in Cumberland, constitute the committee, to receive contributions and distribute them among the sufferers, viz: John Hoye, Thomas J. McKaig, Richard Beal, Rev. L. H. Johns, Wm. McMahan and James P. Carleton. They are not among the sufferers, and have been instructed and will feel it their duty to apply all contributions received by them, to the relief of those who are most destitute. The undersigned avail themselves on this occasion to assure the public that all donations which may be entrusted to the care of these gentlemen, or either of them, will be faithfully applied and accounted for.

“John Buchanan, Abraham Shriver, Thomas Buchanan, A. W. McDonald, John McHenry, William Price, James Dixon, Frederick Schley and John King.”<sup>1</sup>

In 1839 William W. McKaig moved from Ohio to Cumberland, where he worked under his brother as an English teacher at the Academy, for fourteen months. On May 1, 1839, he married Priscilla Ellen Beall, his sister-in-law. In 1840 the brothers left the Academy and formed their own law firm of McKaig & McKaig. William W. McKaig served one term in the Maryland Legislature in 1843 and one term on the Cumberland town council in 1848.

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<sup>1</sup> *Huron Reflector*, Norwalk, Ohio, newspaper, Tuesday, 5/14/1833, p. 2.

Dr. Robert S. McKaig settled permanently in Cumberland in 1845, marrying a widow, Mrs. Sarah McMahan McArthur. He began practice as a physician with the firm McKaig & McGuire, and forwarded medical supplies over the National Pike. Dr. and Mrs. McKaig had three sons: John Van Lear, William McMahan and Robert Stuart McKaig. After the Chesapeake and Ohio Canal opened in 1850, Dr. R. S. McKaig became engaged in shipping coal from Cumberland to Georgetown as we shall see next.

In Sept. 1850, a newspaper reported: “**The First Coal by Canal** - We learn from the Cumberland Civilian that the canal boat *Southampton*, belonging to the transportation line of Messrs. McKaig & Agnew, is now loading with coal from the mines of the Frostburg Coal Company at the wharf of the Maryland Mining Company, and will depart for Alexandria in a few days.”<sup>2</sup>

Then in Oct. 1850 a newspaper reported: “**The Chesapeake & Ohio Canal.** - This great work, commenced nearly a quarter of a century ago, is at length so far completed, as to be in a navigable condition from Cumberland to tide-water. The opening was celebrated in our city on Thursday last.

“On Wednesday evening, the President and Directors of the Canal Company, the State's Agents, and a number of guests from several counties of Maryland, Virginia and the District cities, accompanied by the Independent Blues' Band of Baltimore, arrived in our city, via the Rail-road, to participate in the opening ceremonies.

“On Thursday morning at 8 o'clock, Col. Davidson's Company of Light Artillerists from the Eckhart Mines, arrived; and about one hour after, a Procession - made up of the Military, the Canal Board and guests, the corporate authorities and citizens - was formed in Baltimore Street, under the direction of Col. Pickell, of Baltimore, and marched to the head of the Canal. On arriving at this point, and after the firing of a salute by the Artillerists, William Price, Esq. on behalf of the corporate authorities and citizens, in a neat speech, welcomed the Canal Board and their guests, and congratulated them upon the occurrence of the event so long looked for - the opening of the Canal to Cumberland. Gen. James M. Coale, President of the Canal Company, responded in appropriate terms; and embraced the occasion to briefly review the history of the progress of the work.

“About 11 o'clock, the several boats fitted up for the occasion, pretty well crowded, proceeded down the Canal in the following order: Way's excursion boat, *Jenny Lind*, having on board the Canal Board and their guests from abroad; The *Charles B. Fisk*, with the Baltimore Band and a large number of citizens; Mr. Clarke's boat, with the Eckhart Artillerists and the Mechanics' Band of Cumberland; These were followed by *Southampton*, *Delaware* and *Ohio*, (of Messrs. McKaig & Agnew's Merchant's Line,) and *Freeman Rawdon* (of the Cumberland Line) all bound for Alexandria, laden with coal; and Mr. Mong's *Elizabeth*, with coal for Harper's Ferry.

“The Canal Board and their guests landed about nine miles below Cumberland, where they partook of an abundant collation, prepared for the occasion, on board the *Charles B. Fisk*. The company returned to Cumberland about 8 o'clock in the evening, delighted with the excursion.

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<sup>2</sup> *The Baltimore Sun*, Baltimore, Md., newspaper, Saturday, 8/28/1850, p. 1.

“The proceedings of the day closed with a Supper and Ball in the evening, given by citizens, at Heflefinger's Hotel.”<sup>3</sup>

From the above newspaper accounts we learn that McKaig & Agnew were already partners, in the coal transportation business; *Southampton* reached Alexandria, Va. on Oct. 17<sup>th</sup>, while the *Delaware* and *Ohio* got stuck above Dam No. 6, because of the low level of water in the canal. The latter two boats drew 4 feet of water whereas the *Southampton* drew only 3½ feet.<sup>4</sup>

The December 1850 census reported Robert S. McKaig, age 48, a merchant, as living in Cumberland, Md.<sup>5</sup> Living with him were: Sara Ann, age 44, wife; John V., age 9, son; Wm. McMahan, age 5, son; Robert S., age 2, son; Horace Sprigg, age 21, working as a Clerk; and one Servant: Hannah Mitchell, age 55.

In 1851 Robert S. McKaig and John P. Agnew, partners doing business under the name and style of McKaig & Agnew, sold five canal boats. The *Salem* was sold on March 14, 1851 for \$473 to Adam Kidwiler of Jefferson County, Virginia;<sup>6</sup> Kidwiler registered the *Salem* on March 29, 1851 as a Class C canal boat, 90 feet long, 14 feet wide, 15 inches draught empty and 50 inches draught loaded.<sup>7</sup> The *Cumberland* and 3 horses were sold on March 14, 1851 for \$666.67 to Henry Longbrake of Jefferson County, Virginia;<sup>8</sup> Longbrake registered the *Cumberland* on March 29, 1851 as a Class C canal boat, 90 feet long, 14 feet – 2 inches wide, 12 inches draught empty and 50 inches draught loaded.<sup>9</sup> The *Ohio* was sold on March 15, 1851 for \$800 to Jacob Hoover of Allegany County, Maryland;<sup>10</sup> Hoover registered the *Ohio* on March 29, 1851 as a Class C canal boat, 90 feet long, 14 feet – 6 inches wide, 12 inches draught empty and 60 inches draught loaded.<sup>11</sup> The *Delaware* was first registered on March 29, 1851 by McKaig & Agnew; then on April 9, 1851 the *Delaware*, with furniture and 3 mules, was sold for \$740 to John Mallon of Allegany County, Maryland;<sup>12</sup> and on April 12, 1851, John Mallon registered it as a Class C canal boat, 90 feet long, 14 feet wide, 12 inches draught empty and 60 inches draught loaded.<sup>13</sup> The *Westmoreland* was first registered on March 29, 1851 by McKaig & Agnew as a Class C canal boat, 90 feet long, 14 feet wide, 12 inches draught empty and 60 inches draught loaded; the *Westmoreland* was then sold on Sept. 17, 1851 for \$900 to George Bowers of Washington County, Maryland,<sup>14</sup> with no subsequent re-registration, thus we suspect George Bowers did not complete his mortgage. Copies of the mortgages are at the back of this report.

The next record found of a Robert S. McKaig was an indenture made on April 24, 1852 between Robert S. McKaig and the Borden Mining Company wherein the Borden Mining Company gave

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<sup>3</sup> *The Cumberland Alleganian*, Cumberland, Md., Saturday, 10/12/1850, p. 2.

<sup>4</sup> Unrau, Harlan D., *The Chesapeake and Ohio Canal Historic Resource Study*, p. 346.

<sup>5</sup> 1850 Census, Maryland, Allegany County, Cumberland, enumerated 12/12/1850, p. 124.

<sup>6</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 7, page 200, recorded 4/1/1851.

<sup>7</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal – 1851 to 1861*,

<http://www.candocanal.org/histdocs/register.html>

<sup>8</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 7, page 201, recorded 4/1/1851.

<sup>9</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal – 1851 to 1861*.

<sup>10</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 7, page 203, recorded 4/1/1851.

<sup>11</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal – 1851 to 1861*.

<sup>12</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 7, page 257, recorded 4/18/1851.

<sup>13</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal – 1851 to 1861*.

<sup>14</sup> Allegany Courthouse, Cumberland County, MD, Deed Book 7, page 563, recorded 9/17/1851.

Robert S. McKaig a \$3,000 line of credit and an advance of \$500 upon that line of credit with 28 mules and 30 horses as collateral.<sup>15</sup> A copy of that mortgage is provided at the back of this report. Apparently, the arrangement worked out for in the next year we read: “**Affairs in Allegany County.** - The Cumberland Journal has the following item: “*The Canal.* - Several boats, laden with coal, have already left here by canal for tide-water. There is great activity about the wharves, and the shippers are getting ready for a well sustained business throughout the season. Among those who have made most extensive preparations, we may mention Dr. R. S. McKaig, who has some twenty boats and eighty mules in readiness for the service of the Borden Mining Company.”<sup>16</sup> Notice that John P. Agnew was not mentioned, suggesting that the partnership had been dissolved.

In April of the same year, 1853, we read: “**Affairs in Allegany County.** - The Cumberland Telegraph contains the following items of news: *Ship Timber for France.* - Capt. Lucas, an agent sent out by the government of France, is now here wishing to receive proposals for the furnishing and delivery of 1,000 cords of white oak per month, sawed and split, suitable for cooper stuff, and 7,000 knees for vessels - to be delivered at any point on the canal or railroad. The timber is to be transported by the canal to Alexandria, and shipped at that port direct to France. Dr. R. S. McKaig has accepted the agency for shipping the same. He will convey it to Alexandria in his line of canal boats, and will contract with other parties for its conveyance to France. He expects to ship six hundred tons per week from Cumberland, and send out one ship load per month to France.”<sup>17</sup>

In 1853 Thomas and William McKaig and their brother-in-law, Alpheus Beall, joined five other to form the Cumberland Cotton Factory.

On April 22, 1854 Robert S. McKaig sold the canal boat *Cock Robin*, two horses and harness to James S. Trail in consideration of \$1,180;<sup>18</sup> Robert S. McKaig had registered the *Cock Robin* on April 30, 1853 as a Class C canal boat, 90 feet long, 14 feet – 4 inches wide, 14 inches draught empty and 60 inches draught loaded.<sup>19</sup> However, no re-registration has been found and so we suspect that James S. Trail did not complete his mortgage. Later that year, on Oct. 12, 1854, R. S. McKaig & A. J. Boose took a mortgage on four horses, harness and fixtures as collateral for a \$76.48 debt owed them by H. Willman.<sup>20</sup> The date of founding of the new partnership has not been found. And, on October 18, 1854 Robert S. McKaig sold the canal boat *Eveline* to James E. McDonald and Philip L. McDonald in consideration of \$1,300.<sup>21</sup> The *Eveline* had first been registered on Nov. 3, 1853 as owned by John Myers and subsequently re-registered on May 3, 1854 as a Class C canal boat, 91 feet – 6 inches long, 14 feet – 3 inches wide, 9 inches draught empty and 60 inches draught loaded, owned by Robert S. McKaig. However, a re-registration of the *Eveline* by Philip L. McDonald has not been found, suggesting that he did not complete his mortgage. By October 28, 1854 Robert S. McKaig was hopelessly in debt owing thousands of

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<sup>15</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 8, page 449, recorded 5/19/1852.

<sup>16</sup> *The Baltimore Sun*, Baltimore, Md., newspaper, Saturday, 2/26/1853, p. 1.

<sup>17</sup> *The Baltimore Sun*, Baltimore, Md., newspaper, Friday, 4/29/1853, p. 1

<sup>18</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 11, page 439, recorded 5/13/1854.

<sup>19</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal – 1851 to 1861.*

<sup>20</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 11, page 507, recorded 10/16/1854.

<sup>21</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 12, page 397, recorded 12/8/1854.

dollars to his brothers Thomas J. McKaig and William W. McKaig as well as other creditors.<sup>22</sup> Instead of declaring bankruptcy, he deeded all his goods and chattels to his brothers who would then hold public and private sales to liquidate the debts. Anything left over would be restored to Robert S. McKaig. Any public or private sales resulting in cash paid by the buyer for Robert S. McKaig's property would not have been recorded, there being no need.

In Jan. 1855, a newspaper ran the following advertisement:

### TRUSTEE'S SALE

The undersigned, as Trustees, will sell at any time, at Private Sale, the following property, to wit: **Six Canal Boats, called "Three Brothers," "Ellen Bell," "Sarah Ann," "John Beal," "Kate Bruce," and the "Cock Robin," 76 Mules & Harness, 6 Horses and Harness, One Cart and 1 Dray, 2 Hay Presses, 1 Pair of Scales for weighing coal, 1 Rockaway Carriage and Harness, 1 set of Blacksmith's Tools.**

The above Canal Boats, Horses and Mules are now in good condition. The mules and horses are now in or near Cumberland, and part of the Canal Boats – the balance of the boats are on the Canal, and will be returned as soon as navigation is opened.

*The terms of sale will be cash, or part cash and the balance on credit with security to be approved by the Trustees, on such time and terms as may be agreed. Persons wishing to purchase in time for the opening of navigation on the Canal, had better purchase soon.*

THOS. J. MCKAIG, Trustee  
WM. W. MCKAIG, Trustee<sup>23</sup>

On May 9, 1855 the brothers T. J. & W. W. McKaig, Trustees of Robert S. McKaig, sold five mules to Charles Embrey for \$645.<sup>24</sup> On May 12, 1855 the brothers T. J. & W. W. McKaig, sold two canal boats, one called *Sarah Ann* and the other *Ellen Bell*, to Henry Dorgas for \$1,900.<sup>25</sup> The *Ellen Bell* had been registered by Robert S. McKaig on Oct. 5, 1852 as a Class C canal boat, 91 feet long, 14 feet – 4 inches wide, 11 inches draught empty and 60 inches draught loaded.<sup>26</sup> The *Sarah Ann* had been registered by Robert S. McKaig on Nov. 11, 1852 as a Class C canal boat, 91 feet long, 14 feet – 4 inches wide, 11 inches draught empty and 60 inches draught loaded.<sup>27</sup> Re-registration of either boat by Henry Dorgas has not been found.

Then on May 12, 1855 William W. McKaig was elected mayor of Cumberland.

On March 4, 1855 William W. McKaig, Sr. joined the Presbyterian Church as member and communicant.

On July 17, 1855, T. J. and W. W. McKaig, acting as Trustees, sold two gray mules to Peter Wolf for \$290.<sup>28</sup> Then the next day, July 18, 1855, T. J. and W. W. McKaig, acting as Trustees,

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<sup>22</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 11, page 537, recorded 10/28/1854.

<sup>23</sup> *Herald of Freedom & Torch Light*, Hagerstown, Md., newspaper, Wednesday, 1/17/1855.

<sup>24</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 275, recorded 5/12/1855.

<sup>25</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 309, recorded 5/12/1855.

<sup>26</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal – 1851 to 1861.*

<sup>27</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal – 1851 to 1861.*

<sup>28</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 358, recorded 7/20/1855.



sold two black mules to William Edwards for \$290.<sup>29</sup> That same day the brothers, acting as Trustees, sold two black mare mules to Andrew Goodwin for \$290.<sup>30</sup> And one black mare mule to James Dixon for \$145.<sup>31</sup>

On or about Sept. 2, 1855, Thomas J. McKaig, II entered Princeton College as a member of the Freshman Class, at age 15 years. Classes had already started on Aug. 9. 1855.

On Sept. 21, 1855 Thomas J. & William W. McKaig sold three mules to William P. Slicer for \$450, with the 3 mules, plus 3 horses, one canal boat called *C. T. Porterfield*, one canal boat called *Yankee of the Bay State*, and a gold watch as additional collateral<sup>32</sup> Trusteeship was not mentioned in the mortgage. The canal boat *C. T. Porterfield* had been registered first on 10/25/1852 as owned by John Chaney then on May 3, 1854 as owned by William J. Slicer; The *Yankee* had been first registered on 5/31/1851 as owned by Freeman Rawdon and then on Oct. 20, 1852 as owned by the Cumberland Coal and Iron Company.<sup>33</sup> Thus we surmise that these two canal boats were used boats having had several owners.

On Nov. 27, 1855 Thomas J. & William W. McKaig sold four [*sic.* three] mules and their harnesses to William Elder for \$580.<sup>34</sup> A boat registered prior to 1855 to William Elder has not been found, thus we suspect he was running a company boat or for hire.

On Dec. 5, 1855 T. J. & W. W. McKaig sold four mules to Henry McCoy for \$600.<sup>35</sup> A boat registered prior to 1855 to Henry McCoy has not been found, thus we suspect he was running a company boat or for hire.

And on January 16, 1856 T. J. & W. W. McKaig sold one gray horse mule to James Kennedy and Patrick H. Morrissey for \$120.<sup>36</sup> The purchase money was to be paid in installments after each trip with their boats *Emily Hoffman* and *O. W. Sturtevant*. The *Emily Hoffman* was first registered on March 29, 1851 owned by Freeman Rawdon and the re-registered on Oct. 20, 1852 owned by the Cumberland Coal and Iron Company.<sup>37</sup> The *O. W. Sturtevant* was first registered on Aug. 15, 1851 owned by Washington Coal Company and the re-registered on May 14, 1852 owned by Cumberland Coal and Iron Company.<sup>38</sup> So it would appear that both men were running company boats and just needed one extra horse.

By March 17, 1856 David G. Blair had accumulated debts beyond his ability to repay and he then relinquished all his worldly goods to William W. McKaig, as Trustee, to sell at public or

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<sup>29</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 12, page 692, recorded 7/20/1855.

<sup>30</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 12, page 714, recorded 7/25/1855.

<sup>31</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 357, recorded 7/20/1855.

<sup>32</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 12, page 818, recorded 9/25/1855.

<sup>33</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal – 1851 to 1861.*

<sup>34</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 650, recorded 11/30/1855.

<sup>35</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 687, recorded 12/8/1855.

<sup>36</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 14, page 73, recorded 1/16/1856.

<sup>37</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal – 1851 to 1861.*

<sup>38</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal – 1851 to 1861.*

private sale and the Trustee was to pay the notes in order as listed and then prorate any remaining funds among Blair's other creditors.<sup>39</sup>

In 1856 Thomas J. McKaig [Jr.] was living at College of New Jersey [Princeton] at Miss Passage's home.<sup>40</sup> Fenton B. Clabaugh, also from Cumberland, Md. was living at the same place.

On June 12, 1857, William W. McKaig was elected President of the Frostburg Coal Company at a salary of \$1,100 per annum, and remained in that position until 1864.

Apparently his brothers had resolved his earlier debts so that on April 3, 1858, Robert S. McKaig sold the canal boat *Hercules* with three mules to John Price for \$1,675.<sup>41</sup> Then on Sept. 11, 1858, because Henry Dorges was hopelessly in debt, Dorges sold four canal boats with the mules and horse, harnesses, rigging, fixtures and appurtenances to Robert S. McKaig as Trustee who in turn was to sell everything at public sale and pay the debts of Henry Dorges.<sup>42</sup> A few days earlier, on Sept. 8, 1858 Robert S. McKaig sold the canal boat *Phoenix* and 3 mules and harness & rigging to William H. Loy for \$800<sup>43</sup>

In Aug. 1857, we notice an advertisement: "J. G. STEPHENS, Has constantly on hand *Cloths, Cassmeres and Vestings*, and manufactured Clothing to order, at short notice, McKaig's Row, Baltimore Street, Cumberland, Md."<sup>44</sup> This advertisement suggests there was a series of businesses along Baltimore Street in one row/strip; today we would think of a strip mall.

Then in Feb. 1858, an advertisement: "FREDERICK MINKE, Dealer in *Boots, Shoes, Trunks, &c.*, Baltimore Street, Centre Room of McKaig's Row, Cumberland, Md."<sup>45</sup> There were at least three shops in McKaig's Row.

On Oct. 25, 1858, William W. McKaig, jr. left for Washington College of Pennsylvania where his father and two of his uncles attended. It was located in Washington, Pa. and is now known as Washington and Jefferson College.

Some good news; in Dec. 1858, a newspaper reported: "**Complimentary** – A correspondent of the Newark (N.J.) *Advertiser* speaks in highly complementary terms of the orations delivered on Saturday last by the 4<sup>th</sup> division of the senior class of Princeton college, instancing particularly, with one other, that of Thos. J. McKaig, son of Wm. W. McKaig, Esq., of this city."<sup>46</sup>

On Jan. 24, 1859, R. S. McKaig loaned William Elder \$78.80 with two mules and the furniture from two canal boats as collateral.<sup>47</sup> The next month, on Feb. 28, 1859, Robert S. McKaig sold

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<sup>39</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 14, page 124, recorded 3/18/1856.

<sup>40</sup> *College of New Jersey*, New Jersey, School Catalog, 1856, p. 14.

<sup>41</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 712, recorded 4/5/1858.

<sup>42</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 252, recorded 9/13/1858.

<sup>43</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 400, recorded 9/16/1858.

<sup>44</sup> *Democratic Alleganian*, Cumberland, Md., newspaper, Saturday, 8/15/1857, p. 1.

<sup>45</sup> *Democratic Alleganian*, Cumberland, Md., newspaper, Saturday, 2/6/1858, p. 1.

<sup>46</sup> *Democratic Alleganian*, Cumberland, MD, newspaper, Saturday, 12/18/1858, p. 3.

<sup>47</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 572, recorded 1/24/1859.

the canal boat *John H. Shaw* and all its cabin furniture and utensils to James McGraw for \$1,450.<sup>48</sup> Reading the mortgage we see that this was a rebuilt boat. The next month, on March 14, 1859, R. S. McKaig sold the canal boat *Hercules* and team of 3 horses to James T. Merchant for \$1,200.<sup>49</sup> Then on March 21, 1859, R. S. McKaig sold the canal boat *Liberty* and four mules to Charles W. Pope for \$1,500. And Robert S. McKaig, Trustee, offered at public sale the canal boats “Ellen Beall,” “R. A. Powers” and “Sarah Ann” with all the rigging and fixtures belonging to said boats at 2 o’clock, P. M., on Monday, April 4, 1859 in front of A. J. Boose’s Store, at the head of the Canal Basin, Cumberland, Md. Also 4 bay mules with 4 sets of harness.<sup>50</sup>

Brother Thomas J. McKaig was an unhappy creditor as reported: “**Meeting of Creditors of the Chesapeake and Ohio Canal.** – At a meeting of the creditors of the Chesapeake and Ohio Canal Company, held at the office of McKaig & McKaig, in the city of Cumberland, on the 25<sup>th</sup> day of March, 1859, according to a previous notice given, Thomas J. McKaig was called to the chair, and George Stubblefield was appointed Secretary.

“The object being to take some initiatory step, to call a general meeting of the creditors of the Chesapeake and Ohio Canal Company, for the purpose of memorializing the Legislature of Maryland, to pass an act for their relief, on motion of Mr. John Humbert, it was

“*Resolved*, That a committee of three be appointed by the meeting to address a letter to the creditors, as far as they are known, asking them to meet in the city of Baltimore, on Thursday, 27<sup>th</sup> day of May next, at the Fountain Hotel, at 10 o’clock, for the purpose of conferring together as to the means to be used and the relief to be asked.

“On motion of Mr. Alpheus Beall, it was

“*Resolved*, That the committee consist of Thomas J. McKaig, Dr. James Fitzpatrick and George Stubblefield.

“On motion of Mr. James Reynolds, it was

“*Resolved*, That the proceedings of this meeting be published in the papers of the city of Cumberland.

“On motion of Mr. Joseph Dilley, the meeting adjourned.

THOS. J. MCKAIG, Chairman

“Geo. Stubblefield, Secretary.”<sup>51</sup>

The sales continued: on April 5, 1859, Robert S. McKaig sold the canal boat *Robert Stewart* and 4 mules with harness to Robert C. Bamford for \$1,783<sup>52</sup> and the canal boat *R. A. Powers* to Robert C. Bamford for \$1,450.<sup>53</sup> Previously, on Sept. 13, 1858, the canal boat *Gen. Thomas J. McKaig*, Class C, 90 feet – 4 inches long, 14 feet – 4 inches wide, 9 inches draught empty, and 54 inches draught loaded, had been registered by Robert S. McKaig;<sup>54</sup> on April 12, 1859, Robert S. McKaig sold that canal boat to Martin Smith for \$1,350, collateral would include the canal boat, 2 horses, 4 mules, their harness and the boat rig.<sup>55</sup>

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<sup>48</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 668, recorded 3/1/1859.

<sup>49</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 683, recorded 3/18/1859.

<sup>50</sup> *Democratic Alleganian*, Cumberland, MD, newspaper, Saturday, 3/26/1859, p. 3.

<sup>51</sup> *Civilian & Telegraph*, Cumberland, MD, newspaper, Thursday, 3/31/1859, p. 3.

<sup>52</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 38, recorded 4/6/1859.

<sup>53</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 40, recorded 4/6/1859.

<sup>54</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal – 1851 to 1861*.

<sup>55</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 79, recorded 4/14/1859.

On June 27, 1859, Thomas J. McKaig, II graduated from Princeton at age 19 years. Both his father and mother and Uncle Thomas J. McKaig were present at the commencement and heard his graduate speech.

Robert S. McKaig's financial troubles continued in that while on July 19, 1859, he sold another canal boat, the *Prince Rupert*, to Martin Smith for \$1,500, the collateral to include the boat, 3 mules, harness and cabin rig; Robert was in debt to Patrick A. Healey and Charles C. Shriver and thus assigned this mortgage to them in the event he was unable to pay his [Robert S. McKaig's] promissory notes.<sup>56</sup> The mortgage was released on August 11, 1863. Robert S. McKaig was busy building a new steam canal boat to be called *John Beall of Georgetown* and intended to be run by a stern paddle wheel and the steam engine then in the steam canal boat *Blue Bird*. He needed a \$800 construction loan to finish removing the steam engine from one canal boat and installing it in the other and then finish the new boat.<sup>57</sup>

On Aug. 1, 1859 William W. McKaig and his son "Willie" departed for Lexington, Va. where William W. McKaig, jr. was enrolled, on Aug. 4, as a Pay Cadet in the Virginia Military Institute under Col. F. H. Smith, Superintendent. Thomas J. McKaig, II commenced studying Law on Aug. 3, 1859 in the office of McKaig & McKaig.

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<sup>56</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 272, recorded 7/29/1859.

<sup>57</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 462, recorded 11/30/1859.

**NOTICE**  
**SALE OF**  
**Canal Boats**  
**AND**  
**MULES.**

BY virtue of a deed of mortgage executed to me by Charles Reichter, dated on the 10th day of May, 1859, and duly recorded, I will sell at public sale, at A. J. Cook's Store, near the Canal Basin, in the city of Cumberland, on **Saturday, 29th of September, 1860,** at 10 o'clock, a. m. of said day, the Canal Boat

**S. M. PETRE**

for default of payment of purchase money, and for failure to run the boat as required by the mortgage.

Terms of Sale—Cash, to be paid at the time of sale.

Also,

At the same time and place, by virtue of two deeds of mortgage executed to me by R. C. Bamford, dated on the 5th day of April, 1859, and duly recorded, I will sell at public sale, the Canal Boats called

**'Robert Stewart,'**

AND

**R. A. Powers**

and 1 Bay Mare Mule, one Sorrel Horse Mule, one light Sorrel Horse Mule and four sets of harness, for default of purchase money, and failure to run the boats as required by the mortgages.

Terms of Sale—Cash, to be paid at the time of sale.

Also,

At the same time and place, by virtue of a deed of mortgage executed to me by James T. Merchant, dated on the 14th day of March, 1859, and duly recorded, I will sell at public sale, the Canal Boat called

**HERCULES**

AND

**Three Horses,**

for default of payment of purchase money and failure to run the boat as required by the mortgage.

Terms of Sale—Cash, to be paid at the time of sale.

ROBERT S. MCKAIG.

sept 15—ts

On March 31, 1860, Robert S. McKaig sold the unfinished canal boat *Julia Ann McGraw* to James McGraw for \$1,550.<sup>58</sup> Note that McKaig is to put half the hatches on now and the balance when the boat returns on her first trip with her engine on; she was a steamer. Also note that if the boat was burnt or destroyed, McGraw remained liable for the balance due on the purchase money. Then on May 19, 1860, Robert S. McKaig sold the canal boat *S. M. Petrie* to Charles Reichter for \$1,500.<sup>59</sup> On Nov. 20, 1860, Robert S. McKaig sold the canal boat *M. J. Woods* to Robert Woods in consideration of \$1,500.<sup>60</sup> On Oct. 29, 1860 the canal boat *Margaret J. Woods*, Class C, 90 feet long, 14 feet – 4 inches wide, 11 inches draught empty and 54 inches draught loaded, was registered to Robert Woods.<sup>61</sup> Apparently his canal boat business did not go well as evidenced by the adjacent advertisement wherein Robert S. McKaig held a public sale of some of the very canal boats he had sold earlier in the year.<sup>62</sup> The advertisement also ran on Thu. 10/4/60, p. 2 suggesting that the public sale was rescheduled.

The Civil War began on April 12, 1861.

At the start of the Civil War, William Wallace McKaig, jr. was a cadet at Virginia Military Institution. He was born May 5, 1842. He enlisted as a 1<sup>st</sup> Lieutenant in Company A, Maryland 2<sup>nd</sup> Cavalry; at the time of his enlistment, he was 5'-11" tall, fair complexion, gray eyes, and light hair. He did fight in the 1<sup>st</sup> Battle of Bull Run on July 18, 1861, he survived but two of his fellow cadets did not. During the war, he was promoted to Captain, and did survive. He died on Oct. 17, 1870 in Cumberland, Md., his obituary remains to be found.

On June 8, 1861 Cumberland was quietly but effectively put under military occupation by Col. Lew Wallace who led his Indiana Zouaves into the city during the early morning hours. Cumberlanders soon

<sup>58</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 36, recorded 4/3/1860.

<sup>59</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 45, recorded 5/28/1860.

<sup>60</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 462, recorded 11/24/1860.

<sup>61</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal – 1851 to 1861.*

<sup>62</sup> *Civilian & Telegraph*, Cumberland, Md., newspaper, Thursday, 9/27/60, p. 2.

had to accustom themselves to the presence of six to eight thousand Union troops and to all that such subjugation meant. On August 26, 1861, secessionist State Senator Thomas J. McKaig was captured in Cumberland.

On August 18, 1862, Robert S. McKaig sold the canal boat called *Clara Bradley* to C. D. Bradley for \$1,500.<sup>63</sup> Two days later, when the mortgage was recorded, Robert S. McKaig assigned the mortgage to John C. Mitchell. An explanation has not been found. Back on Dec. 10, 1860, Lewis Hettenhouser had registered the canal boat *J. F. McCulloh* as Class C, 90 feet long, 14 feet – 6 inches wide, 12 inches draught empty, and 54 inches draught loaded. Apparently Mr. Hettenhouser had some financial difficulties and on Dec. 4, 1862 he took what today we would call a home equity loan on his boat, the *J. Floyd McCulloh*, from Robert S. McKaig in the sum of \$386.63. It may also have been a way to pay for repairs on the boat; unstated in the mortgage.

On Apr. 2, 1863 Robert S. McKaig sold the canal boat “Keystone” to William Hall of Indiana County, Pa., in consideration of \$1,800.<sup>64</sup> Then on June 23, 1863, Robert S. McKaig had recorded that Robert Woods sold the three horses specified in his mortgage of Nov. 20, 1860 and has purchased in their place four mules, presumably from Robert S. McKaig because there was no change in the basic mortgage.<sup>65</sup>

In July or August, 1863, his son, John V. L. McKaig, age 22, white, a Clerk, unmarried, born in Maryland signed up for the Civil War Draft Registration.<sup>66</sup>

Aug. 24, 1863, Mr. & Mrs. William W. McKaig and their son, Alpheus Beall McKaig, left Cumberland for Baltimore and Mount Saint Mary’s College at Emmitsburg, Pa. Beall arrived at Emmitsburg on Sept. 1<sup>st</sup>, by stagecoach from Baltimore

Later that year, on Oct. 14, 1863, Robert S. McKaig sold the canal boat *Neptune* to Lewis Hettenhouser for \$676.<sup>67</sup> A similarly named boat had been registered on April 3, 1851 as Class D, 81 feet – 9 inches long, 13 feet - 7½ inches wide, 12 inches draught empty and 47 inches draught loaded, owned by Kephart & Davis, of Loudoun County, Virginia.<sup>68</sup> We cannot be certain if it was the same boat or how Robert S. McKaig came in possession of it; but a price of only \$676 clearly indicates a used boat.

March 24, 1864, William W. McKaig, Jr. was captured in Hampshire Co., W. Va., put on a train at Sir John’s Run and brought to Cumberland; he was then put in the Guard House. March 26<sup>th</sup>, William W. McKaig, Jr. was put on another train for Camp Chase, a Union P.O.W. camp near Columbus, Ohio. April 9<sup>th</sup>, William W. McKaig, Sr. ordered to vacate his office for the use of the Provost Marshall on April 12<sup>th</sup>. May 1, 1864 marked William and Priscilla McKaig’s 25<sup>th</sup> wedding anniversary.

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<sup>63</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 20, page 299, recorded 8/20/1862.

<sup>64</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 218, recorded 4/3/1863.

<sup>65</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 223, recorded 6/23/1863.

<sup>66</sup> U. S., Civil War Draft Registrations Records, 4<sup>th</sup> Congressional District, Class 1, enumerated July & Aug. 1863, p. 21.

<sup>67</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 311, recorded 10/17/1863.

<sup>68</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal – 1851 to 1861.*

In 1864 Robert S. McKaig had canal boats valued at \$1,000, on which the tax rate was 2%, and he paid \$20.<sup>69</sup> In 1864 he was a Retail Dealer and paid \$10 in tax and a Boat Builder and paid \$25 in tax; total \$35.<sup>70</sup>

On July 20, 1864, a Cumberland newspaper reported that: “Drs. B. A. Daugherty, George Stubblefield and R. S. McKaig and family, W. O. Sprigg, Esq., and family and Mrs. W. W. McKaig and family were last week arrested by the military authorities. Drs. McKaig, Stubblefield and Daugherty were sent to the military prison at Wheeling, Va., and Wm. O. Sprigg and family, and Mrs. Wm. W. McKaig and family, the family of Dr. R. S. McKaig were sent beyond the Federal line.”<sup>71</sup> Some hope of relief occurred later that month when the same newspaper reported: “By order of the military authorities, Wm. O. Sprigg, Esq. and family, who had been ordered across the lines, returned to this city on Friday last. The orders in the case of the other parties sent South and to the military prison at Wheeling have not been revoked.”<sup>72</sup>

In September 1864, the same newspaper reported: “Dr. R. S. McKaig, who has for the past several weeks been incarcerated in the military prison at Wheeling, Va., has been released and returned home.”<sup>73</sup>

The Civil War ended on April 9, 1865.

Robert Platt, who had been using the canal boat *R. Stewart*, owned by Robert S. McKaig, on April 18, 1865 borrowed \$300 from R. S. McKaig using Platt’s canal boat team of two horses, two mules, their harness, rigging and boat rig as collateral.<sup>74</sup> Platt could continue to use the canal boat while repaying the loan, however the repayment terms or times were not mentioned. Back on August 12, 1857, Robert S. McKaig had registered the Scow, *R. Stewart* as Class C, 90 feet long, 14 feet – 6 inches wide, 7 inches draught empty and 54 inches draught loaded.<sup>75</sup> Presumably, this was the same 8 year old canal boat Robert Platt was using in 1865.

Starting on Nov. 1, 1865, the SECOND NATIONAL BANK OF CUMBERLAND began advertising that it was then prepared to do a general Banking business – William W. McKaig was listed as a *Director*.<sup>76</sup>

In 1866 Robert S. McKaig had canal boats valued at \$1,492, on which the tax rate was 2-2/5%, or \$35.81 total tax.<sup>77</sup> On March 30, 1866, Hiram S. Sellers sells his household furniture and boat

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<sup>69</sup> U. S. IRS Tax Assessment List, Maryland, Cumberland, 1864.

<sup>70</sup> U. S. IRS Tax Assessment List, Maryland, Cumberland, 1865.

<sup>71</sup> *The Alleganian*, Cumberland, Md., newspaper, Wednesday, 7/20/1864, p. 2.

<sup>72</sup> *The Alleganian*, Cumberland, Md., newspaper, Wednesday, 7/27/1864, p. 3.

<sup>73</sup> *The Alleganian*, Cumberland, Md., newspaper, Wednesday, 9/7/1864, p. 3.

<sup>74</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 711, recorded 5/1/1865.

<sup>75</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal – 1851 to 1861*.

<sup>76</sup> *The Alleganian*, Cumberland, Md., newspaper, Wednesday, 1/17/1866, p. 3.

<sup>77</sup> U. S. IRS Tax Assessment List, Maryland, Cumberland, 1866.

building tools to Robert S. McKaig for \$76.<sup>78</sup> In 1867 – 1868, Robert S. McKaig was listed as a Boat Builder in Cumberland, Md.<sup>79</sup>

By 1867 Thomas J. McKaig, Jr. was an attorney and counsellor-at-law at 37 Lexington St., Baltimore, Md.<sup>80</sup> He was so listed in both 1868 and 1870.

On Feb. 24, 1869, Cornelius Slack established a line of credit (up to \$10,000) at the Second National Bank of Cumberland with promissory notes endorsed by Thomas J. McKaig.<sup>81</sup> The purpose of the line of credit has not been found.

The 1870 census reported Robert McKaig, age 68, who was in the merchandising business with real estate valued at \$30,000 and a personal estate valued at \$10,000 living in Cumberland, Md.<sup>82</sup> Living with him were: Sarah, age 64, wife, who had real estate valued at \$8,000; John, age 28, son, working as a clerk at a Coal Wharf; William, age 24, son, a lawyer; Robert, age 21; John McMahan, age 68, [father-in-law], a retired lawyer, color blind; Jane Sprigg, age 71; Van Lear Sprigg, age 26, and three Servants: Mary Cook, age 40; Thomas Cook, age 16 and Amy Wilmer, age 40. This census report lists Maryland as the birth place for John McKaig.

On August 31, 1870, Robert Stuart McKaig II died and was buried in Rose Hill Cemetery, Cumberland, Md. An obituary has not been found.

In 1871 Thomas J. McKaig, Jr. was listed as living at 48 St. Paul St., Baltimore, Md. and was also listed in 1872 and 1873.<sup>83</sup> He was also listed as being on the Board of Visitors and Governors, St. John's College, Annapolis, Md. for 1871 through 1876.<sup>84</sup>

On July 23, 1872, Sarah Ann McMahan McKaig died and was buried in Rose Hill Cemetery, Cumberland, Md. Her obituary read: “**DIED** – McKaig – at 8 o'clock p. m., on the afternoon of the 23<sup>rd</sup> instant, Mrs. Sarah McKaig, wife of Dr. R. S. McKaig; aged 67 years.

“Mrs. McKaig was born in this city and was the daughter of William McMahan, deceased, one of the early citizens of Cumberland, and for many years a prominent merchant here. She was the sister of the late Hon. John V. L. McMahan.

“Mrs. McKaig lived the life of a Christian. She remarked to her pastor a short time before her death that she was not afraid to die.

“The funeral will take place on Thursday morning at 10 o'clock. Friends of the family are invited to attend.”<sup>85</sup>

On March 10, 1873, Morak Smith, registered the canal boat “R. S. McKaig” Class C, 91 feet long, 14 feet 4 inches in width, 14 inches draft empty and 54 inches draft loaded.<sup>86</sup> The canal

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<sup>78</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 24, page 283, recorded 3/30/1866.

<sup>79</sup> Maryland State Gazetteer and Business Directory, Published by Geo. W. Hawes, 1867-68, p. 511.

<sup>80</sup> *Maryland Gazetteer and Business Directory*, Baltimore, Md. 1867, p. 348.

<sup>81</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 28, page 553, recorded 2/24/1869.

<sup>82</sup> 1870 Census, Maryland, Allegany County, District 6, enumerated 6/28/1870, p. 31.

<sup>83</sup> *City Directory*, Baltimore, Md., 1872, p. 791.

<sup>84</sup> *St. John's College*, School Catalog, 1871 thru 1876.

<sup>85</sup> *The Daily Times*, Cumberland, Md., newspaper, Wednesday, 7/24/1872, p. 4.

<sup>86</sup> “Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal, 1873, 1874, 1875.”



boat “R. S. McKaig” departed Cumberland on 4/2; 5/7; 5/22; 7/10; 8/10; 9/11 and 9/22/1873 with coal for Georgetown or Washington.<sup>87</sup> Then on Dec. 22, 1873, J. V. L. McKaig, in consideration of \$1,067.70, bought the canal boat “Dr. R. S. McKaig” from Richard Coulehan.<sup>88</sup> He was to make installment payments of \$40 per trip from Cumberland to Georgetown, Washington or Alexandria. A transcribed copy of the mortgage is provided at the back of this report. It would appear that John V. L. McKaig bought a used canal boat at the end of the 1873 boating season. No record of the canal boat was found in 1874 or 1875.

On April 9, 1873 John V. L. McKaig, residing in Cumberland, registered the canal boat “Charles W. Adams” hailing out of Cumberland, Class A, 92 feet long, 14 feet breadth, 15 inches draft empty and 54 inches draft loaded.<sup>89</sup>

On June 6, 1873, J. V. L. McKaig, in consideration of \$2,028, bought the canal boat “J. R. Miller” from Frederick Mertens.<sup>90</sup> He was to make installment payments of \$40 per trip from Cumberland to Georgetown, Washington, Alexandria or any other point until the entire purchase money, with interest, is fully paid. A transcribed copy of the mortgage is provided at the back of this report. It was reported that on Friday 9/26/1873, the canal boat “J. R. Miller” had departed Cumberland with 112 tons 12 cwt. of Consolidation Coal Company coal for Washington.<sup>91</sup> No record was found for that canal boat in 1874 or 1875. It could have been sold and renamed.

In August, 1873 a newspaper reported: “**Improving** – Mr. John V. L. McKaig, who returned from Virginia day before yesterday, reports the health of his brother, Wm. McMahan McKaig, greatly improved. He is at Orkney Springs at present.”<sup>92</sup>

In August 1874, a newspaper reported: “We notice that an extensive addition is being made to McKaig’s foundry, formerly Beall’s, corner of Centre and Harrison streets. This new building is to be of brick and of the same dimensions in height and depth as the present structure, and is designed for a machine shop the present accommodations being entirely inadequate for the purpose. This argues well for the manufacturing interest of our city in this particular branch of industry, and it always affords us pleasure to chronicle these signs of prosperity.”<sup>93</sup>

The canal steam boat “Alpha” descended past Lock 75 on 5/24; 7/1; 7/15; 7/30; 8/17; 9/8; 9/20; 10/3; 10/17; 11/8 and 11/30/1875.<sup>94</sup> On July 24, 1875, John V. L. McKaig, in consideration of \$2,200, bought the canal steam boat “Alpha” from Doerner & Bender.<sup>95</sup> He was to make installment payments of \$90 each month of the boating season. A transcribed copy of that mortgage is provided at the back of this report. It appears that he bought the canal boat in mid-season and kept it running for the balance of the 1875 boating season.

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<sup>87</sup> “Canal Trade 1873,” Transcribed by William Bauman, [www.candocanal.org/histdocs/index.html](http://www.candocanal.org/histdocs/index.html).

<sup>88</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 42, page 244, recorded 12/27/1873.

<sup>89</sup> “Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal, 1873, 1874, 1875.”

[www.candocanal.org/histdocs/index.html](http://www.candocanal.org/histdocs/index.html)

<sup>90</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 41, recorded 6/12/1873.

<sup>91</sup> *The Daily Times*, Cumberland, Md., newspaper, Saturday 9/27/1873, p. 4.

<sup>92</sup> *The Daily Times*, Cumberland, Md., newspaper, Saturday, 8/30/1873, p. 4.

<sup>93</sup> *The Daily Times*, Cumberland, Md., newspaper, Friday, 8/14/1874, p. 4.

<sup>94</sup> “Register of Boats Descending Past Lock 75 – 1875,” [www.candocanal.org/histdocs/index.html](http://www.candocanal.org/histdocs/index.html).

<sup>95</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 45, page 265, recorded 8/20/1875.

In 1876 R. S. McKaig was listed as a farmer living at 16 Bedford St., Cumberland.<sup>96</sup> Living with him were: J. V. L. McKaig, working in the coal business; and W. McMahan McKaig, attorney-at-law, with an office at 54 Baltimore St.

In March 1876, a newspaper reported: The "Alpha," the machinery for which was patented by Mr. J. T. Hill, of this city, was built here at the yard of Messrs. Doerner & Bender in the fall of 1874. It made one trial trip that fall and ran regularly last season. It is a two-propeller boat with a good rate of speed and excellent carrying capacity. It is now owned by Mr. John [V. L.] McKaig.<sup>97</sup> Then in May 1876, a newspaper reported: So far as we know, there have not been any races hitherto for a long distance between the canal steamers, except last year, when the H. T. Weld chased the Alpha from Georgetown to the Monocacy, when the Alpha met with an accident to her smoke stack, compelling her to stop. The Weld then went by, with flames shooting three or four feet above the mouth of her smoke stack.<sup>98</sup>

Then in July a newspaper reported: **The Alpha** yesterday started down the canal on her second trip this season. The Alpha can race with the best of them if she takes a notion.<sup>99</sup> Then the story: **A Long Race.** - The Alpha, commanded by Captain John [V. L.] McKaig, arrived in this city last evening about six o'clock. Close behind her followed the Star No. 1. The Star chased the Alpha all the way from Georgetown up. The race was very exciting; again and again the Star would approach the Alpha, and again and again the Alpha would slip away. When about a mile below Cumberland, the fireman of the Alpha, thinking that he would have steam enough to carry her to Cumberland, drew his fire. At this juncture the Star came up snorting and tearing along with a full head of steam, and would certainly have passed the Alpha and been proclaimed joyful victor at the close of the long and eventful struggle, had not Capt. McKaig detected the danger at once and let on full what steam he had, carrying the Alpha in just a little ahead.<sup>100</sup> The steamer "Alpha" then left Cumberland on June 16, 1876, with Captain Reed in charge; suggesting a repossession had taken place.<sup>101</sup>

**Mortgagee's Sale**  
OF  
**STEAM CANAL BOAT.**

BY VIRTUE OF THE POWER vested in us by a deed of mortgage from J. V. L. McKaig, dated July 24, 1875, and recorded among the land records of Allegany county in Liber T L, No. 45, folio 265, &c., we will offer at public sale, in front of Wickard's auction room in Cumberland, Md., at 10 o'clock, a. m., on

**THURSDAY, THE 9th DAY OF  
AUGUST, 1877,**

That elegant fast canal steamer called  
**"THE ALPHA,"**

together with all the machinery, rigging, &c., now on said boat.  
Terms of sale—Cash.  
**WEYAND DOERNER,  
RICHARD BENDER,**  
Mortgagees.  
W. M. PRICE, Attorney. [Jy 28-77]

<sup>96</sup> City Directory, Cumberland, Md., 1876, p. 64.

<sup>97</sup> *Daily Alleganian and Times*, Cumberland, MD, newspaper, Monday, 3/6/1878, p. 4.

<sup>98</sup> *Daily Alleganian and Times*, Cumberland, MD, newspaper, Thursday, 5/25/1876, p. 4.

<sup>99</sup> *Daily Alleganian and Times*, Cumberland, MD, newspaper, Saturday, 6/3/1876, p. 4.

<sup>100</sup> *Daily Alleganian and Times*, Cumberland, MD, newspaper, Friday, 6/16/1876, p. 4.

<sup>101</sup> *Daily Alleganian and Times*, Cumberland, MD, newspaper, Saturday, 6/17/1876, p. 4.

Apparently J. V. L. McKaig was not able to keep up the installment payments and this steamer was repossessed in July 1877 and put up for public sale as evidenced by the adjacent advertisement.<sup>102</sup> The advertisement ran daily from July 28 until the sale on Aug. 9, 1877. It is reasonably certain that the Public Sale occurred as scheduled; but in the absence of a mortgage, which would be listed in the Land Records of Allegany County, the boat was probably sold for cash, thus no mortgage would have been required. The steamer “Alpha” spent the next several months operating as an excursion boat; she was converted from having two propellers to having just one, the new owners probably wanting to do a bit of local steaming before departing for Georgetown. The “Alpha” did depart on August 20, 1876 with Capt. McKaig and on October 8, 1876 and December 1, 1876 with Capt. Reed.

Apparently John V. L. McKaig was not able to make the installment payments or to perform the covenants in his canal boat “Dr. R. S. McKaig” because Richard Coulehan advertised a Mortgagee's Sale of the boat for Wednesday, May 22, 1878 at 10 o'clock a.m., in front of Wm. Wickard's auction room, Baltimore Street.<sup>103</sup> After the auction of the canal boat “Dr. R. S. McKaig,” its name was changed to “Peter Sinclair.”

William McMahan McKaig served in the Maryland State House of Delegates in 1878.

John Van Lear McKaig died on April 22, 1879, age 38, in Frederick, Frederick County, Md. He was buried in Rose Hill Cemetery, Cumberland, Md. In April 1879, a newspaper reported: “Dr. Robert McKaig, with his son, Mr. Wm. M. McKaig, also Messrs. B. F. M. Hurley and D. P. Miller, arrived last night on the 1 o'clock train.”<sup>104</sup> The next day the newspaper reported: “**the Late J. V. L. McKaig** – the body of the late J. V. L. McKaig, (who died in Frederick on Tuesday) arrived in this city yesterday evening on the 4:30 train, and was conveyed to his father's residence on Bedford street. The funeral will take place this evening at the First Presbyterian church, the cortege leaving the house at 3:34 p. m.”<sup>105</sup>

The 1880 census reported Robert McKaig, age 78, widowed, a Farmer, living in Cumberland.<sup>106</sup> Living with him were: Wm. M., age 34, son, a Lawyer, and a Servant: Mary Cook, age 50.

By 1880 Thomas J. McKaig, Jr. had joined with Howard Munnikhuysen doing business as McKaig & Munnikhuysen, attorneys, at N. W. Corner Calvert and Fayette Street, Baltimore, Md.<sup>107</sup> Similarly for 1881 and 1883.

On August 8, 1880, William McMahan McKaig was given a commission as Aid-de Camp to the Governor of Maryland, with the rank of Colonel.<sup>108</sup>

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<sup>102</sup> *Daily Alleganian and Times*, Cumberland, MD, newspaper, Friday, 7/28/1876, p. 4.

<sup>103</sup> *Daily Alleganian and Times*, Cumberland, MD, newspaper, Wednesday, 5/15/1878, p. 4. The ad was first placed on May 10, 1878.

<sup>104</sup> *Daily Alleganian and Times*, Cumberland, MD, newspaper, Wednesday, 4/23/1879, p. 4.

<sup>105</sup> *Daily Alleganian and Times*, Cumberland, MD, newspaper, Wednesday, 4/24/1879, p. 3.

<sup>106</sup> 1880 Census, Maryland, Allegany County, Cumberland, enumerated 6/10/1880, p. 30.

<sup>107</sup> *City Directory*, Baltimore, Md., 1880, p. 530.

<sup>108</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 54, page 520, recorded 8/5/1880.

Robert Stuart McKaig died on Nov. 28, 1883 and was buried in Rose Hill Cemetery, Cumberland, Md. An obituary has not been found.

In 1884 Thomas J., William W. and A. Beall McKaig were listed as lawyers with office at 4 Washington St., Cumberland, Md.<sup>109</sup> Thomas J. and A. Beall McKaig lived at 153 Baltimore St. and William W. McKaig boarded at Hotel Elberon. Merwin McKaig was an iron foundry machinist and boiler maker at Centre St. corner of Harrison and boarded at Queen City Hotel.

Priscilla Ellen Beall McKaig died on Nov. 5, 1885, her obituary remains to be found.

William McMahan McKaig served as a member of the Maryland State Senate in 1888.

In 1890 Wm. McM. McKaig, attorney-at-law, had his office at 7 Washington St. and boarded at Windsor [Hotel].<sup>110</sup> He was elected Mayor of Cumberland in 1890.

William McMahan McKaig was elected to represent Maryland's 6<sup>th</sup> District in the United States House of Representatives from 1891 to 1895.

On May 14, 1892, William McM. McKaig, attorney, took the oath as administrator of the estate of his brother, John V. L. McKaig, deceased. And on May 14, 1892, provided \$500 bond money as administrator to his brother's estate. On June 6, 1893, he filed his Final Report as Administrator of the John V. L. McKaig Estate. Those documents are copied at the back of this report.

In 1899 Wm. McM. McKaig was still boarding at Windsor Hotel.<sup>111</sup>

In 1907 Wm. M. McKaig was still listed as a lawyer, boarding at 183 Washington St.<sup>112</sup> On June 6, 1907 William McMahan McKaig died and was buried in Rose Hill Cemetery, Cumberland, Md. His obituary read: "**THE PASSING OF W. M'M. M'KAIG – Death Came Last Night at the W. Md. Hospital** – William McMahan McKaig died at the Western Maryland Hospital in this city at 10 o'clock last night, aged about sixty years.

"Gen. McKaig was a son of the late Dr. Robert S. McKaig, and was born in this city where he resided all his life. He never married, and although a lawyer of considerable ability and experience, he had not practiced it as a profession for many years. He was a gentleman of irreproachable character and was always popular with the masses of the people because of their confidence [illegible]. McKaig was an ardent Democrat and held numerous offices of honor and trust, and always acquitted himself creditably. His first appearance in public life was as city attorney under Mayor Withers in 1877, and next as a member of the House of Delegates in 1879, his colleagues being Messrs. J. B. Oder, Patrick Carroll and Wm. Brace, Jr. He was elected to the State Senate in 1887, to fill a vacancy caused by the death of the late Hon. A. Beall McKaig, his cousin. He was elected to the office of mayor in 1890, and resigned the office in 1892 to

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<sup>109</sup> Cumberland, Md., City Directory, 1884, pp. 74 & 75.

<sup>110</sup> Cumberland, Md., City Directory, 1890, p. 111.

<sup>111</sup> Cumberland, Md., City Directory, 1899, p. 151.

<sup>112</sup> Cumberland, Md., City Directory, 1904, p. 349.

enter the House of Representatives to a seat in which he had been elected over the Hon. Louis E. McComas.

“Two years later he was re-elected to Congress, defeating Hon. George L. Wellington in that gentleman’s first campaign.

“While in the State Senate he endeavored to pass a law framed after the Australian ballot law but did not succeed in having it enacted. Later a law similar to the one he had drawn was passed, and at the first election held under it he became mayor of the city.

“Gen. McKaig while a member of the House, secured the passage of the act establishing a Federal District Court in Cumberland, and originated the measure which finally terminated in the erection of the government building in this city.

“Much to his honor, Gen. McKaig not only voted in the House against the bill providing each member with the services of a secretary at the expense of the public, but never took advantage of the act which authorized him to receive the salary of the position himself in the event of his preferring not to appoint a personal secretary.

“He was very affable in manner and possessed the faculty of making friends in a wonderful degree, and readily impressed the public with faith in his sincerity and honesty.

“He assisted in organizing a military company in this city in 1878, called the Volteguers, his colleagues being Col. Henry J. Johnson and Hon. Wm. Brace, and in which he held the position of first lieutenant. In 1880 Governor Wm. T. Hamilton honored him with an appointment on his staff, with the rank of brigadier general, and the title remained with him to the end.

“For a number of years Gen. McKaig had been in declining health, suffering from some nervous affection, finally developing locomotor ataxia. He made his home in the Windsor Hotel in this city, until his enfeebled condition prompted his removal to the hospital.

“He was a member and a trustee of the First Presbyterian Church, of this city, where the funeral services will take place at four o’clock Saturday afternoon. The interment will be in Rose Hill cemetery.

“The following gentlemen will act as active pallbearers: Robert Clary, W. H. Shepherd, J. W. S. Cochrane, Hugh McCleave, J. L. Griffith, Robert H. Gordon, Albert Charles and J. P. Gaffney.

“The honorary pallbearers will be Judge A. H. Boyd, Danial Annan, Samuel Smith, W. J. Muncaster, Robert Shriver, Ferdinand Williams and J. W. Thomas.”<sup>113</sup>

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<sup>113</sup> *The Evening Times*, Cumberland, Md., newspaper, Friday, 6/7/1907, p. 1.

VITAL STATISTICS OF PATRICK McKAIG, Jr. FAMILY

Name	Rel.	Birth	Married	Died	Born in
<b>Patrick McKaig, Jr.</b>	hus	8/19/1762		10/22/1831	Ireland
<b>Margaret King (1<sup>st</sup>)</b>	wife			1799	
<b>John McKaig</b>	son	7/13/1792	11/16/1820	4/12/1845	Pennsylvania
<b>Isabella McKaig (Armstrong)</b>	dau	3/27/1794	4/2/1816	1842	
<b>Patrick McKaig, Jr.</b>	hus	8/19/1762	3/13/1800	10/22/1831	Ireland
<b>Rachael Starr (2<sup>nd</sup>)</b>	wife	1760		12/8/1846	Pennsylvania
<b>Margaret McKaig</b>	dau	9/15/1800	11/2/1824	5/31/1863	Pennsylvania
<b>Robert Stuart McKaig, Sr.</b>	son	3/4/1802		11/28/1883	Pennsylvania
<b>Thomas Jefferson McKaig</b>	son	11/4/1804	10/23/1828	5/6/1882	Ohio
<b>William Wallace McKaig</b>	son	1/2/1806		6/22/1880	Ohio
<b>Rachel McKaig</b>	dau	2/9/1808		12/8/1846	Ohio
<b>James McKaig</b>	son	12/7/1810			Ohio
<b>Elizabeth McKaig</b>	dau	4/27/1812			Ohio
<b>Clement V. McKaig</b>	son	7/12/1815	8/24/1842	10/7/1889	Ohio
<b>Mary Ann McKaig</b>	dau	8/4/1817		3/19/1885	Ohio
<b>Martha Caroline McKaig (Nye)</b>	dau	9/26/1823	10/1/1846	12/19/1881	Ohio
<b>William McMahan</b>	hus		12/31/1795	9/2/1840	Virginia
<b>Sarah Van Lear</b>	wife	1765		8/1809	Pennsylvania
<b>Jane Duncan McMahan (Sprigg)</b>	dau	1793		1872	Maryland
<b>John Van Lear McMahan</b>	son	1800		1871	Maryland
<b>Mary Agnes McMahan</b>	dau	1802		10/6/1836	Maryland
<b>Sarah Ann McMahan</b>	dau	8/8/1805		7/23/1872	Maryland
<b>End of 1<sup>st</sup> Generation</b>					
<b>Robert Stuart McKaig, Sr.</b>	hus	3/4/1802	1845	11/28/1883	Pennsylvania
<b>Sarah Ann McMahan</b>	wife	8/8/1805		7/23/1872	Maryland
<b>John Van Lear McKaig</b>	son	1841		4/22/1879	Ohio
<b>William McMahan McKaig</b>	son	7/29/1845		6/6/1907	Ohio
<b>Robert Stuart McKaig, Jr.</b>	son	4/11/1849		8/31/1870	Maryland
<b>Thomas Jefferson McKaig</b>	hus	11/4/1804	10/23/1828	5/6/1882	Ohio
<b>Verlinda Beall (1<sup>st</sup>)</b>	wife	1802		1872	Maryland
<b>Thomas Jefferson McKaig</b>	hus	11/4/1804		5/6/1882	Ohio
<b>Margaret Ann Tilghman (2<sup>nd</sup>)</b>	wife	5/28/1822			
<b>Nina Lamar McKaig</b>	dau	12/19/1861			Delaware
<b>Frisby Tilghman McKaig</b>	son	1865		8/25/1921	Maryland

Name	Rel.	Birth	Married	Died	Born in
<b>William Wallace McKaig, Sr.</b>	hus	1/2/1806	5/1/1839	6/22/1880	Ohio
<b>Priscilla Ellen Beall</b>	wife	1810		11/5/1885	Maryland
<i>Thomas Jefferson McKaig, Jr.</i>	son	3/17/1840	1882	1886	Maryland
<i>William Wallace McKaig, Jr.</i>	son	5/11/1842	1865	10/17/1870	Maryland
<i>Alpheus Beall McKaig</i>	son	9/3/1847		1886	Maryland
<i>Merwin McKaig</i>	son	8/23/1849	1880	1927	Maryland
<b>Rev. Clement V. McKaig</b>	hus	7/12/1815	8/24/1842	10/7/1889	Ohio
<b>Jane Bailey Laughlin</b>	wife			7/26/1860	
<b>End of 2<sup>nd</sup> Generation</b>					
<b>Thomas Jefferson McKaig, Jr.</b>	hus	3/17/1840	8/24/1882	2/1/1886	Maryland
<b>Ada Norman</b>	wife	8/5/1845		1/14/1889	Maryland
<b>William Wallace McKaig, jr.</b>	hus	5/5/1842	1865	10/17/1870	Maryland
<b>Laura Hughes</b>	wife				
<i>Reginald Hughes McKaig</i>	Son	1867			
<b>Merwin McKaig</b>	hus	1849	1880	1927	Maryland
<b>Florence Pearre</b>	wife	1857		1915	
<i>William Wallace McKaig, III</i>	son	1882	1907	1963	
<b>End of 3<sup>rd</sup> Generation</b>					
<b>William Wallace McKaig, III</b>	hus	1882	1907	1963	
<b>Lalitta Isabella Nash</b>	wife	1888		1940	

Allegany County Courthouse, Cumberland, MD, Deed Book 7, page 200, 4/1/1851.

At the request of McKaig & Agnew the following Mortgage was recorded April 1<sup>st</sup> 1851.

This Indenture, made this fourteenth day of March in the year eighteen hundred and fifty one, between Adam Kidwiler of Jefferson County in the State of Virginia of the one part, and Robert S. McKaig and John P. Agnew of Allegany County & State of Maryland of the other part. Whereas the said Adam Kidwiler now stands indebted unto the said Robert S. McKaig and John P. Agnew, doing business as partners under the firm of McKaig & Agnew, in the sum of four hundred and seventy three dollars, current money due upon seven several promissory notes all dated on the 17<sup>th</sup> day of March 1851. The first in the sum of seventy five dollars and payable thirty days after date, the second in the sum of seventy five dollars and payable sixty days after date, the third in the sum of seventy five dollars and payable ninety days after date, the fourth in the sum of seventy five dollars and payable four months after date, the fifth in the sum of seventy five dollars and payable five months after date, and the sixth in the sum of seventy five dollars and payable six months after date, the seventh in the sum of twenty three dollars and payable seven months after date, being for the balance of the purchase money Canal Boat hereinafter mentioned.

Now This Indenture, Witnesseth that the said Adam Kidwiler in consideration of the said notes and for the better securing the payment of the same to the said McKaig & Agnew, and their assigns, and also in consideration of the further sum of five dollars current money to him in hand paid by the said McKaig & Agnew at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, he the said Adam Kidwiler hath granted, bargained, sold and by these presents doth grant, bargain & sell unto the said Robert S. McKaig and John P. Agnew, doing business under the name of McKaig & Agnew & their assigns, a certain Canal Boat for or on the Chesapeake and Ohio Canal named and marked "Salem." To have and to hold the said Canal Boat named "Salem" as now named unto the said Robert S. McKaig & John P. Agnew, as partners doing business under the firm of McKaig & Agnew and to their administrators and assigns forever. Provided always and it is hereby declared to be the true intent & meaning of these presents that if the said Adam Kidwiler do and shall well and truly pay or cause to be paid unto the said McKaig & Agnew their executors, administrators & assigns, the said several promissory notes above recited at the time and on the day the said notes shall each become severally due & payable with all interests & costs that may accrue on the same, then and in such case these presents and every matter & thing herein contained shall cease and be utterly null & void.

In witness whereof the said Adam Kidwiler hath hereunto subscribed his name and affixed his seal on the day & year first above written.

Signed, Sealed & Delivered in  
presence of  
John White.

Adam Kidwiler {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered that on this fourteenth day of March 1851 before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid, personally appeared the above named Adam Kidwiler who is personally known to me to be and professing to be the identical person named and described in the above mortgage deed, and acknowledged the same



to be his act & deed. And at the same time and place also appeared the said Robert S. McKaig and John P. Agnew, partners doing business under the firm of McKaig & Agnew, the mortgagees in said mortgage, and made oath that the consideration therein set forth is true and bona fide as the same are therein set forth.

John White, J. P.

Received at the time of offering the foregoing mortgage for record twenty five cents in lieu of the State of Maryland Stamp Tax on the same.

Henry Bruce, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 7, page 201, 4/1/1851.

At the request of McKaig & Agnew the following Mortgage was recorded April 1<sup>st</sup> 1851.

This Indenture, made this fourteenth day of March in the year one thousand eight hundred and fifty one, between Henry Longbrake of Jefferson County in the State of Virginia of the one part, and McKaig & Agnew of Allegany County and State of Maryland of the other part. Whereas the said Henry Longbrake owes and stands justly indebted unto the said Robert S. McKaig and John P. Agnew, partners doing business under the name & style of McKaig & Agnew, in the sum of six hundred & sixty six dollars and sixty seven cents, due upon several promissory notes all dated on the seventeenth day of March in the year eighteen hundred and fifty one, the first in the sum of seventy five dollars and payable thirty days after date, the second in the sum of seventy five dollars and payable sixty days after date, the third in the sum of seventy five dollars and payable ninety days after date, the fourth in the sum of seventy five dollars and payable four months after date, the fifth in the sum of seventy five dollars and payable five months after date, the sixth in the sum of seventy five dollars and payable six months after date, the seventh in the sum of seventy five dollars and payable seven months after date, the eighth in the sum of seventy five dollars and payable eight months after date, the ninth in the sum of sixty six dollars and sixty seven cents, and payable nine months after date being for the balance of the purchase money of the Canal Boat and the three horses hereinafter named.

Now This Indenture, Witnesseth that the said Henry Longbrake in consideration of the said notes and for the better securing the payment of same to the said McKaig & Agnew, and their assigns, and also in consideration of the further sum of five dollars current money to him in hand paid by the said McKaig & Agnew at or before the sealing and delivery of these presents the receipt whereof the said Henry Longbrake doth hereby acknowledge, he the said Henry Longbrake hath granted, bargained & sold and by these presents doth grant, bargain & sell unto the said Robert S. McKaig and John P. Agnew, doing business under the name of McKaig & Agnew, & their assigns, a certain Canal Boat for or on the Chesapeake and Ohio Canal named and marked "Cumberland." To have and to hold the said Canal Boat named "Cumberland" as now named unto the said McKaig & Agnew, and their assigns a certain Canal Boat for or on the Chesapeake and Ohio Canal named and marked "Cumberland," and three horses now attached to the said Boat. To have and to hold the said Canal Boat called and named "Cumberland," and the said three horses thereto attached, unto the said McKaig & Agnew as partners as aforesaid and to their administrators & assigns forever. Provided always and it is intended to be the true intent and meaning of these presents and of the parties hereunto that if the said Henry Longbrake do and shall well & truly pay or cause to be paid unto the said McKaig & Agnew, their executors, administrators or assigns, the said sum of six hundred and sixty six dollars and sixty seven cents in the said promissory notes mentioned at the times and on the days said notes shall each become severally due and payable with all interest & costs that may accrue thereon the same, then and in such case these presents and every matter & thing herein contained shall cease and be utterly null & void.

In witness whereof the said Henry Longbrake hath hereunto subscribed his name and affixed his seal on the day & year first hereinbefore written.

Signed, Sealed & Delivered in

presence of  
John White.

Henry Longbrake {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified that on this fourteenth day of March in the year eighteen hundred & fifty one before me the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared Henry Longbrake, he being personally known to me to be person who is named and described as and professing to be the party mortgagor named in the foregoing Mortgage or instrument of writing, and acknowledged the same to be his act & deed for the purposes therein mentioned. And at the same time and place also appeared the said Robert S. McKaig and John P. Agnew, partners doing business under the name & style of McKaig & Agnew, the mortgagees in said mortgage, and made oath that the consideration therein mentioned is true and bona fide as therein set forth.

Acknowledged before

John White, J. P.

1851 April 1<sup>st</sup>, Received fifty cents the State of Maryland Stamp Tax on the above at the time of offering the same for record.

Henry Bruce, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 7, page 203, 4/1/1851.

At the request of McKaig & Agnew the following Mortgage was recorded April 1<sup>st</sup> 1851.

This Indenture, made this fifteenth day of March in the year one thousand eight hundred and fifty one, between Jacob Hoover of the County of Allegany & State of Maryland of the one part, and McKaig & Agnew of the County & State aforesaid of the other part. Whereas the said Jacob Hoover owes and stands justly indebted unto the R. S. McKaig & John P. Agnew, partners doing business under the name & style of McKaig & Agnew, in the sum of eight hundred dollars, due upon seven several promissory notes dated on the fourth of January & twenty fourth of February, first of April, May, June, July & August eighteen hundred & fifty one, the first in the sum of one hundred and seventeen dollars and payable twelve months after date with interest from date, the second in the sum of one hundred dollars payable thirty days after date, the third in the sum of one hundred dollars payable thirty days after date, the fourth in the sum of one hundred dollars payable thirty days after date, the fifth in the sum of one hundred dollars payable thirty days after date, the sixth in the sum of one hundred dollars payable thirty days after date, the seventh in the sum of eighty three dollars payable thirty days after date, being for the balance of the purchase money of the Canal Boat "Ohio."

Now This Indenture, Witnesseth that the said Jacob Hoover in consideration of the said notes & for the better securing the payment of same to the said McKaig & Agnew, and their assigns, and also in consideration of the further sum of five dollars current money to him in hand paid by the said McKaig & Agnew at or before the sealing and delivery of these presents the receipt whereof the said Jacob Hoover doth hereby acknowledge, he the said Jacob Hoover hath granted, bargained & sold & by these presents doth grant, bargain & sell unto the said McKaig & Agnew, and their assigns, his lot or parcel of ground situate & being in the town of Cumberland in Allegany County, State of Md., and described as follows, to wit: Beginning at a stone marked number 15 being the end of the first line of Lot number 14 on the West of Market Street in Shriver's Addition to the town of Cumberland and running with said street South twenty six degrees & one half degree west forty feet, then North sixty three degrees and one half degree West one hundred & twenty feet to Hill Street, then with it North twenty six degrees and one half degrees East to the second line of Lot number 14, then by a straight line to the beginning, together with the dwelling house and all other buildings on the said Lot with all the privileges appurtenances thereunto belonging. To have and to hold the said lot & dwelling house and all other buildings thereon with the privileges & appurtenances thereto belonging to the said McKaig & Agnew, partners as aforesaid & to their administrators and assigns forever. Provided always and it is intended to be the true intent and meaning of these presents and of the parties hereunto that if the said Jacob Hoover do and shall well & truly pay or cause to be paid unto the said McKaig & Agnew, their executors, administrators or assigns, the said sum of eight hundred dollars in the said seven promissory notes mentioned at the times and on the days said notes shall each become due and payable and all interest & costs that may accrue on the same, then and in such case these presents and every matter & thing herein contained shall cease & be utterly null & void.

In witness whereof the said Jacob Hoover hath hereunto subscribed his name and affixed his seal on the day & year first hereinbefore written.

Signed, Sealed & Delivered in  
presence of John White, J. P.

Jacob Hoover {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified that on this fifteenth day of March in the year eighteen hundred & fifty one before me the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared Jacob Hoover, he being personally known to me to be person who is named and described as and professing to be the party mortgagor named in the foregoing Mortgage or instrument of writing, and acknowledged the same to be his act & deed for the purposes therein mentioned.

At the same time & place also appeared the said Robert S. McKaig & John P. Agnew, partners doing business under the name & style of McKaig & Agnew, the mortgagees in said mortgage, and made oath that the consideration therein mentioned is true and bona fide as therein set forth.

Acknowledged before

John White, J. P.

1851 April 1<sup>st</sup>, Received fifty cents in lieu of the State of Maryland Stamp Tax on the above at the time of offering the same for record.

Henry Bruce, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 7, page 257, 4/18/1851.

At the request of McKaig & Agnew the following Mortgage was recorded April 18, 1851.

This Indenture, made this 9th day of April in the year 1851, between John Mallon of Allegany County & State of Maryland of the one part, and Robert S. McKaig & John P. Agnew, partners trading under the name of McKaig & Agnew of the County and State aforesaid of the other part. Whereas the said John Mallon now stands indebted unto the said McKaig & Agnew in the sum of seven hundred and forty dollars upon ten several promissory notes drawn by the said John Mallon in favor of the said McKaig & Agnew all bearing date on the 9th day of April 1852 and the first note payable thirty days after date for the sum of seventy five dollars, the second payable sixty days after date for the sum of seventy five dollars, the third payable ninety days after date for the sum of seventy five dollars, the fourth payable four months after date for the sum of seventy five dollars, the fifth payable five months after date for the sum of seventy five dollars, the sixth payable six months after date for the sum of seventy five dollars, the seventh payable seven months after date for the sum of seventy five dollars, the eighth payable eight months after date for sum of seventy five dollars, the ninth payable nine months after date for the sum of seventy five dollars, and the tenth payable ten months after date for the sum of sixty five dollars.

And whereas the said John Mallon is willing to execute these presents for the purpose of securing the aforesaid notes, Now therefore This Indenture, Witnesseth that the said John Mallon for and in consideration of the indebtedness upon the said ten notes and for the better securing the payment of same and also in consideration of the further sum of five dollars current money in hand paid by the said McKaig & Agnew to the said John Mallon at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained & sold, released and confirmed and by these presents doth grant, bargain & sell, release and confirm unto the said McKaig & Agnew or their assigns, a certain Canal Boat called the "Delaware," fourteen feet wide & ninety feet long and of about ninety tons burthen and the furniture of said Boat and also one black mule, one brown mule & one dark bay mule, and three sets of harness all of which were this day purchased of the said McKaig & Agnew by the said John Mallon and for the payments of the said notes above listed were given for the balance of the purchase of the same. To have and to hold the said Canal Boat, furniture, mules and harness unto the said McKaig & Agnew, & their assigns forever. Provided always and it is the true intent and meaning of these presents and of the parties hereunto that if the said John Mallon his executors, administrators and assigns shall well and truly pay or cause to be paid unto the said McKaig & Agnew, or their assigns, the above recited several promissory notes at the time and upon the days thereof shall each become due and payable with any interest that may accrue on the same, without any deduction or abatement whatsoever, then and in that case these presents and every matter & thing therein contained shall cease and be utterly null & void.

In witness whereof the said John Mallon hath hereunto subscribed his name and affixed his seal on the day & year aforesaid.

Signed, Sealed & Delivered in  
presence of John White

John Mallon {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified that on the 9th day of April 1851 before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally

appeared John Mallon, who is personally known to me to be the identical person named and described as the grantor in the above indenture of mortgage, and acknowledged the same to be his act & deed.

And at the same time and place also appeared before me the above named Robert S. McKaig and John P. Agnew, the mortgagees in the said indenture of mortgage, and made oath that the consideration mentioned in above mortgage is true and bona fide as therein set forth.

John White, J. P.

Received at the time of offering the foregoing mortgage for record fifty cents in lieu of the State of Maryland Stamp Tax on the same.

Henry Bruce, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 7, page 563, 9/17/1851.

At the request of McKaig & Agnew the following Mortgage was recorded Sept. 17<sup>th</sup>, 1851.

This Indenture, made this seventeenth day of September in the year one thousand eight hundred and fifty one, between George Bowers of Mercerville, Washington County in the State of Maryland of the one part, and McKaig & Agnew of Allegany County and State of Maryland of the other part. Whereas the said George Bowers owes and stands justly indebted unto the said Robert S. McKaig and John P. Agnew, partners doing business under the name & style of McKaig & Agnew, in the sum of nine hundred dollars, due upon thirteen several promissory notes all dated on the twenty first day of August in the year eighteen hundred and fifty one.

The first in the sum of seventy dollars payable thirty days after date. The second in the sum of seventy dollars payable sixty days after date. The third in the sum of seventy dollars payable ninety days after date. The fourth in the sum of seventy dollars payable four months after date. The fifth in the sum of seventy dollars payable five months after date. The sixth in the sum of seventy dollars payable six months after date. The seventh in the sum of seventy dollars payable seven months after date. The eighth in the sum of seventy dollars payable eight months after date. The ninth in the sum of seventy dollars payable nine months after date. The tenth in the sum of seventy dollars payable ten months after date. The eleventh in the sum of seventy dollars payable eleven months after date. The twelfth in the sum of seventy dollars payable twelve months after date. The thirteenth and last in the sum of sixty dollars payable thirteen months after date, (all to bear interest) from date, being for the balance of the purchase money of Canal Boat hereinafter named.

Now This Indenture, Witnesseth that the said George Bowers in consideration of the said notes & for the better securing the payment of same to the said McKaig & Agnew, and their assigns, and also in consideration of the further sum of five dollars current money to him in hand paid by the said McKaig & Agnew at or before the sealing and delivery of these presents the receipt whereof the said George Bowers doth hereby acknowledge, he the said George Bowers hath granted, bargained & sold and by these presents doth grant, bargain and sell unto the said McKaig & Agnew & their assigns, a certain Canal Boat for or on the Chesapeake and Ohio Canal named and marked "Westmoreland." To have and to hold the said Canal Boat called & named "Westmoreland" unto the said McKaig & Agnew, as partners as aforesaid, and their administrators and assigns forever. Provided always and it is intended to be the true intent and meaning of these presents & of the parties hereunto that if the said George Bowers do and shall well & truly pay or cause to be paid unto the said McKaig & Agnew, their executors, administrators or assigns, the said sum of nine hundred dollars in the said thirteen several promissory notes mentioned at the times and on the days said notes shall each become severally due and payable with all interest and costs that may accrue thereon the same, then and in such case these presents and every matter & thing herein contained shall cease and be utterly null & void.

In witness whereof the said George Bowers hath hereunto subscribed his name and affixed his seal on the day & year first hereinbefore written.

Signed, Sealed & Delivered in  
presence of John White

George Bowers {Seal}



State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified that on this seventeenth day of September in the year eighteen hundred & fifty one before me the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared George Bowers, being personally known to me to be person who is named and described as and professing to be the party mortgagor named in the foregoing Mortgage or instrument of writing, & acknowledged the same to be his act & deed for the purposes therein mentioned. At the same time & place also appeared the said Robert S. McKaig and John P. Agnew, partners doing business under the name & style of McKaig & Agnew, the mortgagees in said mortgage, & made oath that the consideration therein mentioned is true and bona fide as therein set forth.

Acknowledged before

John White, J. P.

Received at the time of offering the foregoing mortgage for record fifty cents tin lieu of the State of Maryland Stamp Tax on the above.

Henry Bruce, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 8, page 449, 5/19/1852.

At the request of the Borden Mining Company the following Mortgage was recorded May 19th 1852.

This Indenture, made this 24th day of April in the year eighteen hundred and fifty two, between Robert S. McKaig of Allegany County and State of Maryland of the one part, and the Borden Mining Company, incorporated by an act of Assembly of the State of Maryland, of the other part. Whereas the said Borden Mining Company have agreed to advance from time to time as the said Robert S. McKaig may require, certain sums of money to the said Robert S. McKaig not to exceed at any one time the sum of three thousand dollars, of which sum of three thousand dollars, the sum of five hundred dollars has been already advanced and paid by the said Company to the said McKaig. And whereas the said Robert S. McKaig is desirous to secure the payment of the said sum of five hundred dollars, now advanced and the said further advancements to be made hereafter as aforesaid, he has therefore executed these presents.

Now This Indenture,, Witnesseth, that the said Robert S. McKaig for and in consideration of the premises, and for and in consideration of the further sum of five dollars, current money, to him in hand paid by the said Borden Mining Company, at of before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said Robert S. McKaig hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Borden Mining Company, its successors and assigns, twenty eight mules and thirty horses, now used by the said Robert S. McKaig on the Chesapeake and Ohio Canal in transporting coal. To have and to hold the aforesaid twenty eight mules and thirty horses unto the said Borden Mining Company, its successors and assigns forever. Provided always and these presents are upon this condition that if the said Robert S. McKaig, his executors of administrators, shall and do well and truly pay or cause to be paid unto the said Borden Mining Company, its successors or assigns, the said sum of five hundred dollars now or heretofore advanced and the said further advancements of the said Borden Mining Company to be hereafter made as aforesaid, on or before the fifteenth day of September eighteen hundred and fifty two, with legal interest on the same from the time of advancement, then and in such these presents and every matter and thing herein contained shall cease, determine and be utterly null and void to all intents and purposes, anything herein contained to the contrary notwithstanding.

In testimony whereof the said Robert S. McKaig has hereunto subscribed his name and affixed his seal on the day and year just above written.

Signed, sealed and delivered in  
presence of John White

R. S. McKaig {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 24th day of April eighteen hundred and fifty two, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, aforesaid, personally appeared Robert S. McKaig, who is personally known to me to be and professing to be the party grantor in the above mortgage named and described, and acknowledged the same to be his act and deed. And at the same time and place before me also appeared Albert C. green, Agent and Superintendent of the said Borden Mining Company, the mortgagee in the above mortgage

named, and made oath that the consideration mentioned in the foregoing mortgage is bona fide as therein set forth. In testimony whereof I have hereunto set my hand on the day and year aforesaid.

John White, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 11, page 439, 5/13/1854.

At the request of R. S. McKaig the following Mortgage was recorded May 13<sup>th</sup> 1854.

1854, May 13<sup>th</sup>, Received seventy five cents in lieu of the State Stamp Tax on the following at the time of offering the same for record.  
Horace Resley, Clerk

This Indenture, made this 22<sup>nd</sup> day of April in the year eighteen hundred and fifty four between James S. Trail of Frederick County and State of Maryland of the one part and Robert S. McKaig of Allegany County and State of Maryland of the other part.

Witnesseth that whereas the said Robert S. McKaig and the said James S. Trail on the 15<sup>th</sup> day of April 1854 entered in to an agreement in writing by which the said McKaig sold to the said Trail a certain Canal boat named "Cock Robin" and two horses with harness for the horses for the sum of eleven hundred and eighty dollars by which said agreement the said McKaig was to give the said Trail regular employment in freighting coal from Cumberland to Alexandria with said Boat whenever the Canal is in navigable order & when there is no unavoidable delay and to allow and pay the said Trail one dollar and twenty five cents per ton and if the said Trail is delayed more than twenty four hours at any one time at either end of the canal (Sundays being always excepted & provided the Canal is navigable & there is no other unavoidable cause for delay) the said McKaig is to allow and pay the said Trail six dollar per day demurrage for such detention & have the said Boat caulked and made ready for navigation the said Trail on his part agrees that he will freight regularly, punctually and constantly for the said McKaig until the said Boat is paid for as is hereinafter specified and to keep a good and skillful crew on said Boat to keep her in good order and to make his trips regularly and in as short time as day boats can do and to allow to be retained by or to pay over to the said McKaig fifty cents on each ton of freight carried by the said Boat which said fifty cents per ton is to be placed to the credit of the said Trail in part payment of the said Boat, horses and harness and to pay interest on the balance or back payment of the said purchase money from the day of sale until the whole is paid the balance of the one dollar & twenty five cents per ton for freight after deducting the pay for his supplies, provisions, feed, &c. is to be paid over by the said McKaig to the said Trail at the end of each round trip at which time the said fifty cents per ton of freight carried is to be on the purchase money as aforesaid the said Trail is to keep a good and sufficient team to said Boat all of which will more fully appear by reference to the said agreement and the said James S. Trail being desirous to secure to the payment of the said purchase money for said Boat, horses and harness, to the said R. S. McKaig & to secure the performance of the covenants in said agreement to be performed by him and on his part as above recited he hath executed these presents.

Now This Indenture, Witnesseth that the said James S. Trail for and in consideration of the premises and the further sum of one dollar current money in hand paid by the said Robert S. McKaig at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged hath granted, bargained & sold and by these presents doth grant, bargain and sold unto the said Robert S. McKaig his executors, administrators and assigns, the aforesaid Canal Boat called "Cock Robin," two horses and harness for three horses. To have and to hold the aforesaid Canal Boat, two horses and harness unto the said Robert S. McKaig, his executors, administrators and assigns. Provided always and it is declared to be the true intent and meaning of these presents that if the said James S. Trail shall and will, well and truly, perform and fulfill

all the matters and things on his part to be performed as above recited and specified more particularly specified in said agreement & shall well and truly pay or cause to be paid the said McKaig the said sum of eleven hundred and eighty dollars by freighting coal or the payment of the money on or before the termination of the next navigable or boating season and all interest, costs and charges on the same then and in such case these presents and every matter and thing herein contained shall cease and be utterly [null] and void to all intents & purposes, anything herein contained to the contrary notwithstanding.

In witness whereof the said James S. Trail hath hereunto subscribed his name and affixed his seal on the day and year first above named.

Signed, Sealed & delivered

In presence of John White.

James S. Trail {Seal}

State of Maryland, Allegany County.

On this 22<sup>nd</sup> day of April 1854 before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared the above named James S. Trail who is personally known to me to be and professing to be the party grantor named and described in the above deed of mortgage and acknowledged the same to be his act & deed. And at the same time also appeared before me the above named Robert S. McKaig the mortgagee in the said mortgage named and made oath that the consideration set forth in the said mortgage is true and bona fide as therein set forth.

John White, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 11, page 507, 10/16/1854.

At the request of R. S. McKaig & A. J. Boose this Mortgage recorded Oct. 16<sup>th</sup>, 1854.

This Indenture, made this twelfth day of October, 1854, between H. Willman now in Allegany County & State of Md. of the first part & R. S. McKaig & A. J. Boose doing business under the firm & style of McKaig & Boose of the County & State aforesaid of the second part, whereas the said H. Willman to party of the first part now stands indebted unto the said McKaig & Boose the parties of the second part, in the sum of Seventy Six dollars & forty eight cents with interest for which he has given his note dated Oct. 11<sup>th</sup>, 1854 at one day after date which note was given for goods, merchandize & produce purchased of the said McKaig & Boose prior to the date of said note & whereas the party of the first part is anxious & desirous to secure to the party of the second part the payment in full of the above recited note and interest now indenture Witnesseth that the said party of the first part in consideration of the premises and for & in consideration of the further sum of five dollars current money in hand paid by the said McKaig & Boose at and before the sealing & delivery of these presents the receipt whereof is hereby acknowledged has granted, bargained & sold & by these presents do grant, bargain and sell unto the said McKaig & Boose their heirs or assigns his five horses now attached to the Scow called "Wm. Bierd" to wit three gray horses and one black horse being the only horses now owned by me with all their harness, fixtures, appurtenances thereunto belonging to have and to hold the above described horses & harness & fixtures unto the said McKaig & Boose their heirs or assigns forever, provided always and it is declared to be the true intent & meaning of these presents that if the said H. Willman shall, will & truly pay or cause to be paid unto the said McKaig & Boose their heirs & assigns the said sum of Seventy Six dollars & forty eight cents with interest from the 11<sup>th</sup> Oct. 1854 in accordance with the provisions of his aforesaid note without failure, deductions or abatement whatsoever than & from thence forward this deed of Mortgage & every matter herein contained shall be null & void or otherwise to remain in full force and virtue in law. In Witness whereof the said H. Willman has hereunto subscribed his name & affixed his seal on the day & year first written.

Signed, Sealed & delivered in  
Presence of Andrew Gonder

H. Willman {Seal}

State of Maryland, Allegany County.

On this twelfth day of October 1854 before the subscriber a Justice of the Peace of the State of Maryland in & for Allegany county aforesaid personally appeared the above named H. Willman who is personally known to me to be & professing to be the party grantor in the above deed of Mortgage named acknowledged the same to be his act and deed and at the same time & place also appeared before me R. S. McKaig & A. J. Boose the Mortgagees in the said Mortgage deed named above and made oath that the consideration set forth in the said Mortgage is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 11, page 537, 10/28/1854.

At the request of Thomas & William McKaig the following Mortgage recorded Oct. 28<sup>th</sup>, 1854.

This Indenture, made this twenty eighth day of October eighteen hundred and fifty four between Robert S. McKaig of Allegany County and State of Maryland of the one part & Thomas J. McKaig and William McKaig of the County and State aforesaid of the other part. Witnesseth whereas the said Robert McKaig is largely indebted to several persons on bond note account and otherwise. And whereas the said Thomas J. McKaig and William W. McKaig have become sureties for the said Robert S. McKaig on several notes two to Isaac Becker of Hampshire County, Virginia, one for one thousand dollars and the other for fifteen hundred dollars with interest and the said William W. McKaig has endorsed a note in the Mineral Bank of Maryland for the said Robert McKaig for the sum of one thousand dollars bearing date the 11<sup>th</sup> day of September 1854 and the said Thomas J. McKaig has endorsed two notes in the Mineral Bank for the said Robert S. McKaig one for five hundred dollars bearing date the 23<sup>rd</sup> day of October 1854 and the other for one hundred and ninety 24/100 dollars bearing on date herewith and whereas also the said Robert S. McKaig stands indebted to the said Thomas J. McKaig for cash paid for him at the Mineral Bank and for cash loaned him at different times which on settlement this day is found to be eight thousand one hundred dollars and whereas the said Robert J. McKaig is also indebted to the said William W. McKaig for cash loaned him and for money paid for him in the sum of eleven hundred and twenty dollars and fourteen cents. And whereas also the said Robert J. McKaig is in debt unto several and sundry persons in the way of trade and in the regular course of his business. Now therefore Witnesseth that in consideration of the premises and of the sum of five dollars current money to him in hand paid by said Thomas J. McKaig and William W. McKaig at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, the said Robert S. McKaig hath given, granted, bargained and sold unto the said Thomas J. McKaig and William W. McKaig, their executors, administrators and assigns, all and singular the boats, mules and harness, horses and harness, goods, wares, merchandise, rights, credit, bonds, bills and accounts hereinafter specified, to wit: Seven canal boats now on the Chesapeake and Ohio canal, one called the "Cock Robin," one the "Ellen Bell," one the "Sarah Ann," one the "Kate Bruce," one the "Three Brothers," one the "John Beall," one the "Eveline," with them and each of their fixtures and furniture. The last name boat, the "Eveline," has been sold to J. E. & J. T. McDonald who have executed a mortgage on said boat to secure the payment of the purchase money which said mortgage is herewith assigned and conveyed. Also seventy six mules, the number not exactly known, but all the mules the said Robert S. McKaig now owns are included herein and all the harness for such and every said mules as used on the Chesapeake and Ohio Canal, also six horses now in possession of the said Robert S. McKaig and the harness for each as used on said canal or otherwise, one colt and dray, two hay presses, one pair scales for weighing coal, one Rockaway and harness, one set of Blacksmith tools, one lot of ground on the margin of the basin of the Chesapeake and Ohio Canal in the town of Cumberland now occupied by said Robert S. McKaig in the boating business as purchased by him from John Young with all the improvements thereon situate in the Town of Cumberland, one stable in Alexandria built by permission of the Canal Company on the ground of said Company, also all my right, title, interest, claim or demand both in law and equity of, in and to the goods, wares, merchandise and fixtures, books, accounts, notes, bonds or other evidence of debts now being in the store or storehouse of the said Robert S. McKaig and A. J. Boose who are doing business as

partners in said store, merchandising and all doings due to the said firm. Also all claims, rights, credits, accounts or other evidences of debt due to said Robert S. McKaig in his individual capacity, also all the household and kitchen furniture now being in the dwelling house of the said Robert S. McKaig, the necessary bed and bedding and wearing apparel of himself and family excepted. To have and to hold all and singular the said boats, mules, harness, goods, chattels, rights, credits, wares. Merchandise and other property hereinbefore granted, bargained and sold mentioned or intended so to be unto the said Thomas J. McKaig & William W. McKaig, their executors, administrators and assigns and all the right, title, estate and interest of him the said Robert S. McKaig either in law or equity therein or thereto unto the said Thomas J. McKaig and William W. McKaig, their heirs, executors, assigns intended to and for the uses, purposes and trusts following and to and for no other use, interest or purpose; that is to say in trust that the said Thomas J. McKaig and William W. McKaig, their executors, administrators may sell and dispose of all or any part of the aforesaid property at public or private sale for cash or any credit as they in their judgment may judge most expedient and the proceeds of said sale to apply first the pay the expenses of this trust, secondly to pay the notes on which the said Thomas J. McKaig and William W. McKaig and the security or securities endorser or endorsers as therein before stated and also the said sum of eight thousand one hundred dollars with interest to the said Thomas J. McKaig as herein before stated and also the said sum of eleven hundred and twenty dollars and fourteen cents to the said William W. McKaig as herein before stated. And kindly to keep separate the accounts due the partnership or store and to apply the assets or debts due to the said partnership with the whole proceeds of the sale of the goods, wares, merchandise to apply to the payment of the debts of the said partnership creditors so that as far as the same can be ascertained, the goods now on hand may go exclusively to the creditors of the partnership and formerly to divide the balance that may be on hand after paying as above and passed among all the other creditors after the said Robert S. McKaig, until the full amount of his debts is paid, if the proceeds of said property should be sufficient to pay the same and if any thing remains, to pay the same over to the said Robert S. McKaig when all his debts are fully paid. In witness whereof the said Robert S. McKaig hath hereunto set his hand and affixed his seal the day and year first above written.

Signed, sealed and delivered  
in presence of Andrew Gonder

R. S. McKaig {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered that on this 28<sup>th</sup> day of October eighteen hundred and fifty four before me the subscriber a Justice of the Peace of the State of Maryland legally certified and sworn in and for Allegany County aforesaid Robert S. McKaig, he being known to me personally to be the person who is named and described as and professing to be a party grantor to the foregoing deed or instrument and doth acknowledge the said indenture or instrument of writing to be his act and deed. And at the same time and place also appeared before me the said Thomas J. McKaig and William W. McKaig the grantees personally known to me in said indenture named and made oath that the consideration set forth in said deed or indenture is true and bona fide as therein set forth, the said Thomas J. McKaig meaning to the same deed him and the said William W. McKaig him as aforesaid and all for which they are liable for.

Acknowledged & sworn before Andrew Gonder.

Received Six dollars State of Maryland Stamp Tax at the time this deed was offered for record.

H. Resley, Clerk



Allegany County Courthouse, Cumberland, MD, Deed Book 12, page 397, 12/8/1854.

At the request of Robert S. McKaig the following mortgage was recorded December 8<sup>th</sup>, 1854.

Received seventy five cents State of Maryland Stamp Tax at the time this Mortgage was offered for Record.  
H. Resley, Clerk

This Indenture, made this 18<sup>th</sup> day of October in the year 1854 between James E. McDonald and Philip L. McDonald now in Allegany County and State of Maryland of the first part and Robert S. McKaig of the same County and State aforesaid of the second part. Whereas the said James E. & Philip L. McDonald the parties of the first part now stand indebted unto the said Robert S. McKaig the party of the second part in the sum of thirteen hundred dollars with interest on the same from the date for the purchase money of a Canal Boat named "Eveline" purchased from the said McKaig by the said McDonalds by a certain agreement in writing between them dated on the 17<sup>th</sup> day of August 1854 reciting that the said McDonalds have purchased the said Canal Boat named "Eveline" for the sum of thirteen hundred dollars with interest from date to be paid to the said McKaig in freighting on said Canal at one dollar and twenty five cents per ton of which fifty cents per ton on each load is to be credited on the price of the boat so sold as aforesaid and seventy five cents per ton to be paid over to the said McDonalds in cash at the end of each trip the said McDonalds are to run the boat for the said McKaig in the Frostburg & Borden lines at the option of the said McKaig and to keep on said boat always a good team and a good and sufficient crew and to make trips regularly and in good time when there is no unnavigable detention and to run her night and day when the water is in order and they may be required to do so and to keep the boat in good repair at all times and to execute a mortgage on the boat to secure their performance of the agreement aforesaid as by reference to the said above recited agreement in writing will once more freely appear the said McDonalds are to have the benefit of the increases of the price of freight for transportation that may be hereafter given beyond the price above named which is to be executed and applied on payment of the boat in the same manner as the fifty cents per ton above specified and the said McDonalds the parties of the first part being desirous to secure the payment of the said purchase money on said boat to said McKaig and to secure the performance on their part of the above recited agreement have executed this. Now This Indenture, Witnesseth that the said parties of the first part in consideration of the premises and for and in consideration of the further sum of five dollars current money to them in hand paid by the said R. S. McKaig at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted, bargained and sold and by these presents do grant, bargain and sell unto the said Robert S. McKaig his heirs and assigns the above named Canal Boat called and known by the name "Eveline" now running on the Chesapeake and Ohio Canal with all the fixtures, furniture and appurtenances thereunto belonging. To have and to hold the above described Canal Boat named "Eveline" with the furniture and fixtures unto the said Robert S. McKaig his heirs and assigns forever. Provided always and it is declared to be the true intent and meaning of these presents that if the said James E. and Philip L. McDonald or either of them shall well and truly pay or cause to be paid unto the said Robert S. McKaig his heirs and assigns the said sum of thirteen hundred dollars with interest from the said 17<sup>th</sup> day of August 1854 in an accordance with the provisions of the said agreement in writing above recited and shall in all things well and faithfully perform the said agreement between them and the said McKaig in the manner and terms stated in the preamble to this mortgage and expressed in said

agreement without any failure, deduction or abatement whatsoever then and from thenceforth this deed of mortgage and every matter and thing herein contained shall be null and void, otherwise to remain in full force and virtue in law. In witness whereof the said James E. McDonald and Philip L. McDonald have hereunto subscribed their names and affixed their seals the day and year first above written.

Signed, sealed and delivered  
in presence of  
Andrew Gonder

P. L. McDonald {Seal}  
James E. McDonald {Seal}

State of Maryland, Allegany County, to wit:

On this 18<sup>th</sup> day of October in the year 1854 before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared the above named James E. McDonald and Philip L. McDonald who are personally known to me to be and professing to be the party grantors in the above deed of Mortgage named and severally acknowledged the same to be their respective act and deed. And at the same time and place also appeared before me Robert S. McKaig the mortgager in the said Mortgage deed named and made oath that the consideration set forth in the said mortgage is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 12, page 692, 7/20/1855.

At the request of T. J. & W. W. McKaig this mortgage was recorded July 20<sup>th</sup>, 1855.

This Indenture, made this 18<sup>th</sup> day of July 1855 between William Edwards of the County of Allegany and State of Maryland of the first part and T. J. & W. W. McKaig, Trustees of R. S. McKaig of the County and State aforesaid of the second part. Whereas the said Wm. Edwards stands indebted unto the said T. J. & W. W. McKaig, Trustees as aforesaid, in the sum of two hundred and ninety dollars current money upon his obligation in writing duly executed on a stamped paper and dated the 18<sup>th</sup> day of July 1855 which said obligation was given for two Black mules sold to him and delivered by the said McKaigs and the said Edwards being desirous to secure the payment of the said two hundred and ninety dollars with interest which is to be paid in installments of twenty five dollars for each trip on his Boat on Chesapeake and Ohio Canal and which said boat is to be run regularly, constantly whilst the Canal is navigable as will more fully appear by reference to said note or obligation of the said Wm. Edwards, he hath executed this mortgage. Now This Indenture, Witnesseth that the said Wm. Edwards for and in consideration of the premises and for the further sum of one dollar current money to him in hand paid by the said parties of the second part at or before the sealing and delivery of these presents, the receipt whereof us hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns, two Black mules now in his, the said Wm. Edwards, possession and employed in running his boat the "Georgianna Darrow" on the Canal to have and to hold the said two Black mules aforesaid unto the said parties of the second part and their heirs and assigns. Provided it is understood and declared to be the true intent and meaning of these presents that if the said Wm. Edwards shall well and truly pay to the said parties of the second part the said sum of twenty five dollars per trip of his said boat and shall run his boat regularly and constantly on the Canal as aforesaid & shall continue the same until the whole of said note or obligation aforesaid is fully paid with the interest thereon, this Mortgage to be null and void, otherwise to remain in full force and virtue in law. In witness whereof the said Wm. Edwards has hereunto subscribed his name and affixed his seal the day and year above written.

Signed, Sealed and delivered  
in presence of J. B. Widener

William Edwards {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered that on the 18<sup>th</sup> day of July 1855 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared the above named Wm. Edwards who is personally known to me to be the person named and described as the grantor in the above Mortgage and acknowledged the same to be his act and deed; and at the same time and place also appeared before me a Justice as aforesaid T. J. McKaig on of the Trustees and grantees above named in said Mortgage and made oath that the consideration set forth in said mortgage is bona fide as therein set forth. In testimony whereof I have hereunto subscribed my name the day and year above written.

J. B. Widener

Allegany County Courthouse, Cumberland, MD, Deed Book 12, page 714, 7/25/1855.

At the request of T. J. & W. W. McKaig this mortgage was recorded July 25<sup>th</sup>, 1855.

This Indenture, made this 18<sup>th</sup> day of July 1855 between Andrew Goodwin of Allegany County, Maryland of the one part and Thomas J. McKaig & W. W. McKaig, Trustees of R. J. McKaig of the County and State aforesaid of the other part. Whereas the said Andrew Goodwin stands indebted unto the said Thomas J. McKaig and William W. McKaig, Trustees as aforesaid, in the sum of two hundred and ninety dollars current money upon his obligation in writing dated on the 13<sup>th</sup> day of July 1855 for two black mare mules sold to him and delivered by the said McKaigs. And the said Andrew Goodwin having this day paid twenty five dollars on said mules and obligation made being desirous to secure the payment of the remaining two hundred and sixty five dollars with interest which is to be paid in installments of twenty five dollars for each trip of his boat on the Chesapeake and Ohio Canal and which said boat is to be run regularly whilst the Canal is navigable as will more fully appear by reference to said note or obligation of the said Goodwin will more fully appear he hath executed this Mortgage. Now This Indenture, Witnesseth that the said Andrew Goodwin for and in consideration of the premises and for the further sum of one dollar current money to him in hand paid by the said parties of the second part at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their affairs two black mare mules now in his, the said Goodwin's, possession and employed in moving his boat on the Canal. To have and to hold the said two Black Mare Mules aforesaid unto the said parties of the second part and heirs and assigns. Provided it is understood and declared to be the true intent and meaning of these presents that if the said Andrew Goodwin shall well and truly pay to the said parties of the first [*sic* second] part the said sum of twenty five dollars per trip on his boat and shall run his boat regularly on the Canal as aforesaid and shall continue the same until the whole of said note or obligation aforesaid and which is duly stamped or written on stamped paper is fully paid with the interest thereon then this Mortgage to be null and void, otherwise to remain in full force and virtue in law. In witness whereof the said Andrew Goodwin has hereunto subscribed his name and affixed his seal on the day and year first above written.

Signed, Sealed and delivered  
in presence of J. B. Widener

Andrew Goodwin {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered that on this 14<sup>th</sup> day of July 1855 before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared the above named Andrew Goodwin who is personally known to me to be the person named and described as the grantor in the above Mortgage or note, acknowledged the same to be his act and deed and at the same time and place also appeared before me a Justice as aforesaid William W. McKaig on of the Trustees and grantees above named in said Mortgage and made oath that the consideration set forth in said Mortgage is bona fide as therein set forth. In testimony whereof I have hereunto subscribed my name on the day and year aforesaid.

J. B. Widener, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 12, page 818, 9/25/1855.

At the request of T. J. & W. W. McKaig this mortgage was recorded September 25<sup>th</sup>, 1855.

This Indenture, made this 21<sup>st</sup> day of September in the year 1855 between William P. Slicer of the County of Allegany and State of Md., of the first part and T. J. & W. W. McKaig of the County and State aforesaid of the other part. Whereas the said William P. Slicer by his obligation in writing bearing date on the 21<sup>st</sup> day of September 1855 stands indebted unto the said T. J. & W. W. McKaig and their assigns in the sum of four hundred and fifty dollars current money for the purchase money of three mules this day sold and delivered and to be paid with interest from this date in installments of twenty five dollars at the expiration of each trip to be made on the Canal by the boat and mules of the said Slicer who is to keep his said Boat constantly and regularly running on said Canal, whilst the same is navigable as will more fully appear by reference to the said bond or obligation in writing which is duly stamped according to the act of Assembly of Maryland and for the purpose of securing the payment of the aforesaid sum of money and interest he has executed this mortgage. Now This Indenture, Witnesseth that the said William P. Slicer for and in consideration of the premises and in consideration of the further sum of five dollars current money to him in hand paid by the said T. J. & W. W. McKaig at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents doth grant, bargain and sell unto the said T. J. & W. W. McKaig and their assigns three dark bay mules with their harness, one brown mare, one bay horse, one black horse, one Canal Boat called "C. T. Porterfield" and one other Canal Boat called "Yankee of the Bay State" and also one gold watch with hunter case. To have and to hold the aforesaid mules, horses, Canal Boats and gold Watch unto the said T. J. & W. W. McKaig their executors, administrators and assigns forever. Provided always and it is declared to be the true intent and meaning of these presents that if the said William P. Slicer do and shall well and truly keep his said Canal Boat or boats with the mules aforesaid constantly and regularly running on the Chesapeake and Ohio Canal when the same is navigable and shall well and faithfully pay the said sum of twenty five dollars per trip at the expiration of each trip to the said McKaigs or their assigns until the said full sum of four hundred fifty dollars, with interest, from this date is fully paid and shall in all things perform his said agreement or obligation aforesaid without any deduction or abatement whatsoever than this Mortgage to be null and void, otherwise to remain in full force and virtue in law, the said Slicer to have the possession and use of the said mules from this date and the said Gold Watch to be delivered and remain in possession of the said W. W. McKaig until the debt aforesaid is paid. In witness whereof the said William P. Slicer has hereunto subscribed his name and affixed his seal on the day and year first above written.

Signed, Sealed and delivered  
in presence of Andrew Gonder

Wm. P. Slicer {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered that on this 22<sup>nd</sup> day of September 1855 before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally [appeared] William Slicer who is personally known to me and professing to be the party grantor named in the foregoing Mortgage and acknowledged the same to be his act and deed. And at the same time and place also appeared before me William W. McKaig one of the mortgagees named in the

aforegoing mortgage and made oath that the consideration set forth in said mortgage is bone fide as therein set forth.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 275, 5/12/1855.

At the request of W. W. & T. J. McKaig this mortgage was recorded May 12<sup>th</sup>, 1855.

This Indenture, made this 9<sup>th</sup> day of May 1855 between Thomas J. McKaig and William W. McKaig, Trustees of Robert S. McKaig of Allegany County of the first part and Charles Embrey of Williamsport in the county of Washington in the State of Maryland of the second part. Whereas the said parties of the first part have this day sold unto the said Charles Embrey the five following mules at the following prices, to wit: one gray stud mule at one hundred and thirty dollars, one spotted mule at one hundred and twenty five dollars, and one sorrel mule at one hundred and thirty dollars, and two brown mules at one hundred and thirty dollars each making two hundred and sixty dollars for the two brown mules and making the sum of six hundred and forty five dollars for the whole five mules to be paid as follows: the said Charles Embrey having now a new canal boat called the "Charles Embrey" for the propose of transporting coal and other freight on the Chesapeake and Ohio Canal to and from Cumberland to Alexandria and other points on the canal, the said Embrey has agreed to start the said boat at once to carry coal and to keep the same continually employed in running trips whilst the Canal is navigable and to pay to the said McKaigs, the parties of the first part, or their assigns the sum of fifty dollars at the end of each trip of the said boat until the whole of the purchase money aforesaid is fully paid for the said five mules with interest on the said purchase money from this date, until the whole is paid and to execute this mortgage to the said McKaigs on the said five mules to secure the payment of the said purchase money with this agreement or understanding that upon the failure of the said Embrey to make any of the payments aforesaid at the time the same became due the said Embrey is to return the said mules in as good condition as he receives the same, and the said McKaigs shall have the right to take possession of the said mules at any time after the failure to pay as aforesaid.

Now This Indenture, Witnesseth that the said Charles Embrey for and in consideration of the premises & for the further sum of five dollars current money to him in hand paid by the parties of the first part the receipt whereof is hereby acknowledged. He the said Charles Embrey hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the first part or their heirs or assigns the aforesaid five mules above described and which are now in the possession of the said Embrey in the town of Cumberland.

To have and to hold the aforesaid five mules above described unto the said parties of the first part their heirs & assigns forever. Provided always and it is the true intent and meaning of these presents and of the parties hereto that if the said Embrey shall keep his said Canal Boat continually running whilst the canal is navigable and shall pay to the said parties of the first part or their assigns the said sums of fifty dollars each trip as aforesaid & continue the same until the said sum of six hundred and forty five dollars, the purchase money, and the interest thereon is fully paid and shall in all things perform the agreement on his part as set forth in the preamble to this mortgage and any matter and thing shall be void anything herein contained to the contrary notwithstanding.

In witness whereof the said Charles Embrey hath hereunto subscribed his name & affixed his seal on the day and year first above written.

Signed, Sealed & delivered  
in presence of Andrew Gonder.

Charles Embrey {Seal}

State of Maryland, Allegany County, Sct.

Be it remembered and it is hereby certified that on this 9<sup>th</sup> day of May in the year 1855 before the subscriber a Justice of the Peace of the State of Maryland in and for the county aforesaid, personally appeared the above named Charles Embrey who is personally known to me to be and professing to be the party grantor in the above mortgage deed & acknowledged the same to be his act and deed. And at the same time also appeared the above named William W. McKaig grantee in the above mortgage deed and made oath that the consideration set forth in the above mortgage is bona fide as therein set forth.

Andrew Gonder, J. P.

Received fifty cents State of Maryland Stamp Tax on the above when offered for record.

Horace Resley, Clerk



Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 309, 5/12/1855.

At the request of T. J. & W. W. McKaig this mortgage was recorded May 12<sup>th</sup>, 1855.

This Indenture, made this 11<sup>th</sup> day of May 1855 between Thomas J. McKaig and William W. McKaig of Allegany County and State of Maryland of the first part and Henry Dorgas of the County of Washington and State of Maryland of the second part. Whereas the said Henry Dorgas now stands indebted unto the said parties of the first part in the sum of nineteen hundred dollars current money for the purchase money of two Canal Boats called the "Sarah Ann" and the "Ellen Bell" sold by the said parties of the first part to him on the 14<sup>th</sup> day of April 1855 to be paid by the said Henry Dorgas by processing and transferring to the said parties of the first part two notes on John G. Stone, both dated May 30<sup>th</sup> 1855, one payable nine months after date for the sum of five hundred and twenty five dollars with interest from date and one other note payable five months after date for two hundred dollars with interest from date and both said notes are guaranteed by the said Dorgas to be paid at maturity and the said Dorgas hath agreed to run the said Canal Boats regularly and continually in the Coal trade from Cumberland to Alexandria or Washington whilst the Canal is navigable and to pay to the said McKaigs twenty five dollars per trip on each boat or fifty dollars per trip on both boats and to pay interest on the nineteen hundred dollars until all is paid and to execute a mortgage on the said two Boats and four mules & two horses now belonging to the said Dorgas to secure the payment of the money and notes aforesaid and the performance of the aforesaid agreement on his part. Now This Indenture, Witnesseth that the said Henry Dorgas for and in consideration of the premises and in consideration of the sum of five dollars current money in hand paid by the parties of the first part to the said Dorgas the receipt of which is hereby acknowledged he the said Henry Dorgas hath granted, bargained and sold unto the said parties of the first part their heirs and assigns the aforesaid two Canal Boats called the "Sarah Ann" and "Ellen Bell" now in his possession and using or running on the Canal in transporting coal and other freight also one gray horse, one black horse, two dark bay mules and two mouse colored mules now belonging to him and attached to and running in said Boats as the teams on said Canal. To have and to hold the above described two Canal Boats, two horses and four mules unto the said parties of the first part and their assigns forever. Provided always and it is declared to be the true intent and meaning of these presents that if the said notes shall be paid by the said John G. Stone at their maturity and the said Henry Dorgas shall pay or cause to be paid the said sum of twenty five dollars on each trip made and to be made by each of the said boats and keep them regularly and continually running and making trips on said Canal whilst the same is navigable until the whole of said sum of nineteen hundred dollars and interest is fully paid as aforesaid and shall fully perform the terms of his agreement on his part as above set forth in the preamble to this mortgage then and in such case this mortgage and every matter and thing herein contained shall cease and be utterly null and void to all intents and purposes and the said Henry Dorgas for himself and his executors and administrators do hereby covenant, promise and agree to and with the parties of the first part their heirs and assigns that the said Henry Dorgas shall and will well and truly pay or cause to be paid unto the said parties of the first part the aforesaid sum of nineteen hundred dollars with the interest on the same at such times and after such manner as is hereinbefore set forth and agreed upon the payment thereof. In Witness whereof the said Henry Dorgas hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Signed, Sealed and delivered  
in presence of Andrew Gonder

Henry Dorgas {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified that on this 11<sup>th</sup> day of May 1855 before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared the above named Henry Dorgas who is personally known to me to be and professing to be the party grantor in the above mortgage named and acknowledged the same to be his act and deed and at the same time also appeared William W. McKaig one of the grantees in the above Mortgage named and made oath that the consideration set forth in the above mortgage is bona fide as therein set forth. In Testimony whereof I have hereunto set my hand on the day and year aforesaid.

Andrew Gonder, J. P.

Received one dollar state stamp on the foregoing instrument when offered for Record.

H. Resley, Clerk.

Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 357, 7/20/1855.

At the request of T. J. & W. W. McKaig this mortgage was recorded July 20<sup>th</sup>, 1855.

This Indenture, made this 18<sup>th</sup> day of July 1855 between James Dixon of the County of Jefferson, Virginia of the first part and Thomas J. & W. W. McKaig, Trustees of R. S. McKaig, of the County of Allegany and State of Maryland of the second part. Whereas the said James Dixon stands indebted to the said Thomas J. McKaig & W. W. McKaig, Trustees as aforesaid, in the sum of one hundred and forty five dollars current money upon his note or obligation written on duly stamped paper and dated the 18<sup>th</sup> day of July 1855 for one black mare mule sold and delivered to him the said McKaigs and the said Dixon having this day paid twelve dollars and fifty cents on said mule and obligation and being desirous to secure the remaining one hundred and thirty two dollars and fifty cents, with interest, which is to be paid in instalments of twenty five dollars per month as will more fully appear by reference to said note or obligation of the said Dixon he hath executed this mortgage. Now This Indenture, Witnesseth that the said James Dixon for and in consideration of the premises and for the further sum of one dollar current money to him in hand paid by the said parties of the second part at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns two mules now in his, the said Dixon's possession, and employed in running his boat on the Canal. To have and to hold the said two mules aforesaid unto the said parties of the second part and their heirs and assigns. Provided, it is understood and declared to be the true intent and meaning of these presents that if the said James Dixon shall well and truly pay to the said parties of the second part the said sum of twenty five dollars per month and shall continue the same until the whole of the said note or obligation aforesaid is fully paid with the interest thereon, then this mortgage to be null and void, otherwise to remain in full force and virtue in law. In Witness whereof the said James Dixon has hereunto subscribed his name and affixed his seal the day and year above written.

Signed, Sealed and delivered  
in presence of J. B. Widener

his  
James X Dixon {Seal}  
mark

State of Maryland, Allegany County, to wit:

Be it remembered that on this 19<sup>th</sup> day of July 1855 before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid [appeared] the above named James Dixon who is personally known to me to be the person named and described as the grantor in the above mortgage and acknowledged the same to be his act and deed. At the same time and place also appeared before me the Justice aforesaid Thomas J. McKaig on the Trustees and grantees above named in said mortgage and made oath that the consideration set forth in said mortgage is bona fide as therein set forth. In testimony whereof I have hereunto subscribed my name on the day and year above written.

J. B. Widener, J. P.

Received ten cents additional for the State of Maryland Stamp Tax when this mortgage was offered for Record.

H. Resley, Clerk.

Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 358, 7/20/1855.

At the request of T. J. & W. W. McKaig this mortgage was recorded July 20<sup>th</sup>, 1855.

This Indenture, made this 17<sup>th</sup> day of July 1855 between Peter Wolf of Washington County, Md., of the one part and T. J. & W. W. McKaig, Trustees of R. S. McKaig, of the County of Allegany and State of Md. of the other part. Witnesseth whereas the said Peter Wolf stands indebted to the said Thomas J. McKaig and W. W. McKaig, Trustees aforesaid, in the sum [of] two hundred and ninety dollars current money upon his obligation in writing dated on the 17<sup>th</sup> July 1855 and which said obligation is written on duly stamped paper, the said obligation being given for two gray mules sold and delivered to him by the said McKaigs. And the said Peter Wolf having paid this day twenty five dollars on said mules and obligation and being desirous to secure the payment of the remaining two hundred and sixty five dollars with interest which is to be paid in installments of twenty five dollars per month on each mule sold with interest from date as will more fully appear by reference to said note or obligation of the said Peter Wolf, he hath executed this mortgage. Now This Indenture, Witnesseth that the said Peter Wolf for and in consideration of the premises and for the further sum of one dollar current money to him in hand paid by the parties of the second part at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and to their assigns two gray mules now in his, the said Peter Wolf, possession and employed in running his boats on the Chesapeake and Ohio Canal. To have and to hold the said gray mules aforesaid unto the parties of the second part and to their heirs and assigns. Provided it is understood and declared to be the true intent and meaning of these presents that if the said Peter Wolf shall well and truly pay to the said parties of the second part twenty five dollars per month on each mule and shall continue the same until the whole of said note or obligation aforesaid is fully paid with the interest thereon then this mortgage to be null and void, otherwise to remain in full force and virtue in law. In Witness whereof the said Peter Wolf has hereunto subscribed his name and affixed his seal on the day and year first above written.

Signed, Sealed and delivered  
in presence of J. B. Widener

Peter Wolf {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered that on this 17<sup>th</sup> day of July 1855 before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared the above named Peter Wolf who is personally known to me to be the person named and described as the grantor in the above mortgage & acknowledged the same to be his act and deed. And at the same time and place also appeared before me a Justice as aforesaid Thomas J. McKaig one of the Trustees and grantees above named in said mortgage and made oath that the consideration set forth in said mortgage is bona fide as therein set forth. In testimony whereof I have hereunto subscribed my name on the day and year aforesaid.

J. B. Widener.

Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 650, 11/30/1855.

At the request of T. J. & W. W. McKaig this mortgage was recorded November 30<sup>th</sup>, 1855.

This Indenture, made this 27<sup>th</sup> day of November 1855 between William Elder of Allegany County and State of Maryland of the one part, and Thomas J. McKaig and William W. McKaig of the same County and State aforesaid of the other part. Whereas the said William Elder now stands indebted unto the said Thomas J. McKaig and William W. McKaig and their assigns in the sum of five hundred and eighty dollars with interest from date upon his certain note or bond in writing bearing date on the 1<sup>st</sup> day of July for four [*sic* three] mules sold to him and which said sum of money is to be paid in certain installments of thirty dollars each trip to be made by his scow or boat on the Chesapeake and Ohio Canal which is to be kept constantly and regularly on said Canal until said sum of money and interest is fully paid, as by the said note or bond which is duly executed on paper stamped according to law will more fully appear. And the said William Elder being desirous to secure the payment of the said note or bond hath executed these presents.

Now This Indenture, Witnesseth that the said William Elder in consideration of said debt or sum of five hundred and eighty dollars specified in said note or bond, and for the better securing the payment of the same, with interest to the said Thomas J. McKaig and William W. McKaig and their assigns according to the terms and conditions of said note or bond, and also in consideration of the further sum of five dollars current money to him in hand paid by the said T. J. & W. W. McKaig at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Thomas J. McKaig and William W. McKaig and their assigns one dark bay or brown mule and harness and also two bay mules and two sets of harness for the same, now in the possession of the said William Elder and used on the Canal.

To have and to hold the above described mules and harness unto the said Thomas J. McKaig and William W. McKaig and their assigns forever. Provided always and it is the true intent and meaning of these presents, and of the said parties thereunto, that if the said William Elder his executors or administrators shall pay or cause to be paid unto the said Thomas J. McKaig and William W. McKaig and their assigns the said sum of five hundred and eighty dollars current money specified in said bond above recited to be paid [in] certain installments or payments with interest from the 1<sup>st</sup> day of July 1855 on said purchase money, which said installments or payments of thirty dollars are to be paid at the end or expiration of each trip of his scow or boat on the Canal and to run said Boat regularly and constantly on said Chesapeake and Ohio Canal whilst the same is navigable until said note or bond and interest is fully paid, then and from thenceforth this deed of mortgage shall cease and be utterly void.

In witness whereof the said William Elder hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Signed, Sealed and delivered  
in presence of Andrew Gonder

William Elder {Seal}

State of Maryland County, to wit:

Be it remembered that on this 27<sup>th</sup> day of November 1855 before the subscriber a Justice of the Peace in and for Allegany County aforesaid personally appeared the above named William Elder who is personally known to me to be the grantor in the above deed of mortgage and named and

acknowledged the same to be his act and deed and also appeared before me the above named William W. McKaig, one of the grantees in the above mortgage named, and made oath that the consideration set forth in said mortgage is bona fide as therein set forth.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 687, 12/8/1855.

At the request of T. J. & W. W. McKaig the following mortgage was recorded Dec. 8<sup>th</sup>, 1855.

This Indenture, made this fifth day of December in the year 1855 between Henry McCoy now in Allegany County and State of Maryland of the one part and Thomas J. McKaig and W. W. McKaig of the same County and State aforesaid of the other part. Whereas the said Henry McCoy now stands indebted to the said T. J. & W. W. McKaig in the sum of five hundred dollars upon his bond or contract for the sale or part of the purchase money of four mules sold to him for the sum of six hundred dollars, and also upon his promissory note for one hundred dollars to be executed by the said Henry McCoy with security on said note, said bonds and note both bearing date on the fifth day of December 1855 and said bonds being written and executed on paper duly stamped according to law. And whereas the said Henry McCoy having received the said four mules into his possession is willing to secure the payment of said bonds aforesaid and hath therefore executed this mortgage.

Now This Indenture, Witnesseth that the said Henry McCoy in consideration of the aforesaid debt of five hundred dollars and for the better securing of the payment thereof with interest to the said T. J. & W. W. McKaig their executors, administrators and assigns according to the conditions of said bonds aforesaid and also in consideration of the further sum of five dollars current money to him in hand paid by the said T. J. & W. W. McKaig at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said T. J. & W. W. McKaig their heirs and assigns, two bay mules and also two other dark bay or brown mules now in possession of the said McCoy with four sets of harness and which were purchased from the said McKaigs.

To have and to hold the above described four mules and harness unto the said T. J. & W. W. McKaig their executors, administrators and assigns forever. Provided always and it is the true intent and meaning of this mortgage that if the said Henry McCoy do and shall well and truly pay or cause to be paid unto the said T. J. & W. W. McKaig or their assigns the said sum of five hundred dollars specified in said bonds above referred to according to the terms therein specified by paying to the said McKaigs the sum of twenty five dollars in installments or payments at the expiration of each trip of his boat on the Chesapeake and Ohio Canal and shall keep a boat constantly and regularly running on said Canal carrying freight at all times when said Canal is navigable together with interest on the said bonds from the said fifth day of December 1855 and not fail to have and procure and keep a boat running on said Canal as above stated until the above bond and interest thereon is fully paid up and satisfied, then this mortgage to be null and void, otherwise to remain in full force and virtue in law.

In Witness whereof the said Henry McCoy hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Signed, Sealed and delivered  
before me Andrew Gonder

Henry McCoy {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered that on this 5<sup>th</sup> day of December 1855 before the subscriber a Justice of the Peace for the State and County aforesaid personally appeared the above named Henry McCoy who is personally known to me to be the party grantor named in the foregoing mortgage and

acknowledged the same to be his act and deed. And at the same time also personally appeared before me William W. McKaig one of the grantees in the above mortgage named and made oath that the consideration set forth in the above mortgage is bona fide as therein set forth.

Andrew Gonder, J. P.



Allegany County Courthouse, Cumberland, MD, Deed Book 14, page 73, 1/16/1856.

At the request of Thomas J. & W. W. McKaig this mortgage was recorded Jan. 16, 1856.

This Indenture, made this 16<sup>th</sup> day of January in the year 1856 between James Kennedy and Patrick H. Morrissey of the County of Allegany and State of Maryland of the first part and Thomas J. McKaig and William W. McKaig of the same County and State of the second part. Whereas the said parties of the first part being indebted unto the said parties of the second part in the sum of one hundred and twenty dollars on the purchase money of a certain gray mule sold to them by the parties of the second part, the said parties of the first part executed two bonds or agreements dated on the 24<sup>th</sup> day of July in favor of the parties of the second part for the sum of sixty dollars each with interest from date, to be paid as follows: the sum of six dollars and twenty five cents to be paid on each bond or agreement aforesaid at the expiration of each of the first and second trips after the date of said bonds of their Canal Boat called the "Emily Hoffman" and "O. W. Sturtevant" and the further sum of ten dollars to be paid on each trip thereafter at the expiration of each trip of said Boats severally thereafter until both bonds and the interest thereon should be paid and that said boats should be kept continually running trips whilst the Canal is navigable as by reference to said bonds will more fully appear and whereas the said parties of the first part afterwards, to wit, on the 8<sup>th</sup> day of November 1855 paid the sum of twelve dollars and fifty cents which is credited on said bonds, and are now desirous to execute this mortgage to secure the payment of the balance on said bonds and the interest thereon and the performance of their said agreement in said bonds specified.

Now This Indenture, Witnesseth that the said parties of the first part in consideration of the premises, and of the further sum of one dollar current money to them in hand paid by the said parties of the second part at or before the sealing and delivery of these presents the receipt of which is hereby acknowledged they, the said parties of the first part, have granted, bargained and sold and by these presents do grant, bargain and sell unto the said parties of the second part their heirs and assigns one gray horse mule and which was purchased by the said parties of the first part from the said parties of the second part on the said 24<sup>th</sup> day of July 1855 and now in their possession and which has been used by them on the Chesapeake and Ohio Canal in towing canal boats.

To have and to hold the said gray horse mule unto the said parties of the second part their heirs and assigns forever. Provided always and it is declared to be the true intent and meaning of these presents that if the said parties of the first part shall well and truly pay or cause to be paid to the said parties of the second part or their assigns the said sum of money specified in above recited bonds or agreements with the interest that may be due thereon at the times and in the amounts specified therein and shall well and truly keep their said boats running on the Chesapeake and Ohio Canal and carrying freight therein at all times when the said Canal is navigable until the said bonds and interest thereon is fully paid, then this mortgage and every matter and thing herein contained shall cease and be utterly null and void to all intents and purposes.

In witness whereof the said James Kennedy and Patrick H. Morrissey have hereunto set their hands and seals on the day and year first above written.

Witness

J. B. Widener

James Kennedy {Seal}

Patrick H. Morrissey {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered that on this 16<sup>th</sup> day of January in the year 1856 before the subscriber a Justice of the Peace of the County and State aforesaid personally appeared the above named James Kennedy and Patrick H. Morrissey who are personally known to me to be the persons named as the grantors in the above mortgage and severally acknowledged the same to be their respective act and deed. And at the same time also personally appeared before me, Justice of the Peace as aforesaid, William W. McKaig one of the grantees named in the above mortgage and made oath that the consideration set forth in the above mortgage is bona fide as therein set forth. In testimony whereof I have hereunto subscribed my name on the day and year aforesaid.

J. B. Widener, J. P.

Received ten cents State of Maryland Stamp Tax when this mortgage was offered for record.

H. Resley, Clerk.

Allegany County Courthouse, Cumberland, MD, Deed Book 14, page 124, 3/18/1856.

At the request of Wm. W. McKaig this deed of trust was recorded March 18<sup>th</sup>, 1856.

This Indenture, made this 17<sup>th</sup> day of March in the year 1856 between David G. Blair of the County of Allegany and State of Maryland of the first part, and William W. McKaig of the same County and State aforesaid of the other part. Whereas the said David G. Blair now stands indebted unto Isaac Richards in the sum of five hundred dollars upon a promissory note drawn by him in favor of the said Richards or order and endorsed by Aza Beall and Jesse Kerns dated on the 13<sup>th</sup> day of March 1855 at twelve months after date for the sum of five hundred dollars and which said note is now due intestate and remains unpaid and the said Beall and Kerns are held liable for the payment of the same and whereas the said David G. Blair is also indebted unto the Cumberland Mutual Insurance Company in another sum of two hundred and fifty dollars upon his promissory note dated on the 9<sup>th</sup> day of November 1855 and endorsed by the said Jesse Korns and payable sixty days after date for the said sum of two hundred and fifty dollars and which said note is also intestate and unpaid and the said endorser held liable for the same.

And whereas the said David G. Blair is also indebted unto Mary Ann Stoup in the sum of five hundred dollars upon a certain promissory note drawn by said Blair and payable to and endorsed by John Everett and dated on the 17<sup>th</sup> day of February 1855 at twelve months from date with interest from date. And also on one other note executed to same party and endorsed by said Everett for three hundred dollars dated same time in April 1855 with interest from date. And whereas also the said David G. Blair is also indebted unto Mary Ann Dannison in another sum of about one hundred and fifty dollars with interest after credit given on said note, which said note was drawn and signed by the said D. G. Blair and V. A. Buckey and payable to said Mary Ann Dannison and is now filed in the Clerk's office in the suit lately brought on said note in Court, all of which will more fully appear by reference to said notes above recited. And whereas the said David G. Blair is desirous to secure the payment of the said notes, and to indemnify the said Aza Beal and Jesse Korns and John Everett the endorsers on said notes, hath executed this deed of trust. Now This Indenture, Witnesseth that the said David G. Blair in consideration of the premises and of the further sum of five dollars current [money] to him in hand paid by the said William W. McKaig at or before the sealing and delivery of these presents the receipt whereof the said David G. Blair doth hereby acknowledge hath granted, bargained and sold and by these presents doth grant, bargain and sold unto the said Wm. W. McKaig his executors, administrators and assigns all the goods, chattels, wares and merchandise of whatsoever kind or description now being and remaining in the Store Room owned and occupied by the said David G. Blair on the South Side of Baltimore Street in the City of Cumberland and also the following property, to wit:

[Transcriber's Note: the cited list was not included in this document.]

To have and to hold the above described property unto the said William W. McKaig his executors, administrators and assigns in trust nevertheless for the payment of the foregoing described debts and indemnify the said Aza Beal, Jesse Korns and John Everett the endorsers who are liable for the same in the following order and terms, that is to say, that if the said David G. Blair shall fail to pay the above recited debts with all interest and costs that may be due them in the order in which they are above named on or before 18<sup>th</sup> day of March in the year 1856, then it is hereby consented, authorized and agreed by the said David G. Blair, that the said William W. McKaig shall proceed to sell either at private or public sale, all the aforesaid goods, wares and merchandise and leaseholds and personal property above described or intended to be so and

premises to said sale or sales of the said property is sold at public sale or any percent thereof the said Trustee shall give public notice for ten days previous to said sale, on the personal and leasehold property and twenty days on the real estate of the time, place & terms of sale which terms shall be cash on all sums less than ten dollars and six months credit with interest on all sums over ten dollars with notes and approved security and out of the proceeds of said sale or sales, the said Trustee shall first pay the costs and reasonable commission in executing this Trust, and secondly he shall pay the said also recited notes in the order priority above named, that is first the above note endorsed by Aza Beall and Jesse Korn for five hundred dollars with interest and costs, then the note of two hundred and fifty dollars and interest thereon and endorsed by the said Jesse Korn, and thirdly the notes of five hundred and three hundred dollars due to Mary Ann Stoup, with interest and costs and endorsed by John Everett, and fourthly to pay the said note due to Mary Ann Dannison drawn by the said D. G. Blair and V. A. Buely, and the interest thereon and the balance to pay over to the creditors generally of the said D. G. Blair in full, if the said balance will be sufficient to pay in full and if not sufficient to pay in full then the said Trustee shall count the said balance after the payment of the aforesaid debts presented in this Deed of Trust pay prorata or in equal dividends or proportions on all said debt.

In witness whereof the said David G. Blair hath signed his name and affixed his seal on the day and year aforesaid.

Signed, Sealed and delivered  
in presence of Andrew Gonder

D. G. Blair {Seal}

The interlineations having been made before signing & sealing.

State of Maryland, Allegany County, to wit:

Be it remembered that on this 17<sup>th</sup> day of March 1856 personally appeared before me the subscriber a Justice of the Peace of the State and County aforesaid. David G. Blair the party grantor in the foregoing deed and who is personally known to me to be and professing to be the party grantor in said deed or instrument of writing named and acknowledged the same to be his act and deed for the purposes therein mentioned. And at the same time personally appeared William W. McKaig the grantee aforesaid and made oath that the consideration set forth in the aforesaid deed is true and bona fide as therein set forth.

Acknowledged & sworn before  
Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 712, 4/5/1858.

At the request of Robert S. McKaig this Mortgage was recorded April 5, 1858,

This Deed of Mortgage, made this 3<sup>rd</sup> day of April in the year 1858 between John Price of the County of Allegany and State of Maryland and Robert S. McKaig of the same County and State aforesaid. Whereas the said John Price by his agreement in writing made under his hand and seal and dated on the 2<sup>nd</sup> day of March in the year 1858, stands indebted unto the said Robert S. McKaig in the sum of sixteen hundred and seventy five dollars, on balance of purchase money for one canal scow, called "Hercules," with all the cabin rig and fixtures and three mules known as the Her Kishinev mules, being one bay and two black mules with their harness purchased by the said Price from the said McKaig for the sum of eighteen hundred and twenty five dollars to be paid as follows, to wit: the sum of one hundred and fifty dollars to be paid in cash (which was then and there paid) and the sum of sixty dollars to be paid for each and every trip of said boat when made, with interest on all the deferred payments, until the whole is paid. And the said John Price by said article of agreement further bound himself to run the said boat or scow, regularly and constantly in conveying coal from Cumberland to Alexandria for the Frostburg Coal Company or for such other company as the said McKaig may direct and to run her in connection with the said McKaig's boats and also to keep the said boat in good repair and running order (the said McKaig first delivered her to him in good order) and to keep a good and skillful and sufficient crew, to take the best possible care of both the boat and team and to keep the same constantly running whenever and whilst the Chesapeake and Ohio Canal is in navigable order. And if the said McKaig should assist him to get another mule, then the said Price bounds himself to run the said boat night and day and until that time he bound himself to run the boat down in daytime and to run back to Cumberland night and day. And it was further agreed that the title to the boat and team was to remain in the said McKaig until the boat and team is fully paid for and to secure the payment of the price aforesaid of the same, the said Price agreed to give to said McKaig a mortgage on the said boat and team, cabin rig, fixtures and harness and to run said boat in accordance with the rules and regulations of the line of boats in which she runs or the regulations imposed by said McKaig upon his other boats and that she is to have all the privileges enjoyed by the said McKaig's other boats and that any failure on the part of the said Price to fulfill all the stipulations of said agreement and to be governed by the rules and regulations of the line should mark a forfeiture on his part of the benefits and privileges of this agreement, and that in that case, the property should revert immediately to the said McKaig. All of which will more fully appear by reference to said article of agreement above recited.

Now this Mortgage Deed Witnesseth that the said John Price in consideration of the premises and of the sum of one dollar in cash paid to him by the said Robert S. McKaig, does hereby bargain and sell to the said Robert S. McKaig the aforesaid Canal Boat or Scow called the "Hercules" and all the cabin rig and fixtures and three mules known as the Her Kishinev mules, being two black and one bay mule with their harness and now being at Cumberland in said Allegany County, Maryland. Provided that if the said John Price shall pay the said sum of sixteen hundred and seventy five dollars, with the interest thereon to the said Robert S. McKaig his heirs and assigns by paying the said sum of sixty dollars for each and every trip run by said boat and team and keep the said boat and team regularly and constantly running in conveying coal or other freight from Cumberland to Alexandria whenever and during the time the Chesapeake and Ohio Canal shall be navigable and shall well and faithfully perform and fulfill

all the covenants or agreements specified and contained in the preamble to this mortgage and in the said above recited article of agreement dated on the 2<sup>nd</sup> day of March 1858, then these presents to be void, otherwise to remain in full force and virtue in law.

Witness my hand and seal this 3<sup>rd</sup> day of April, 1858:          John Price {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 3<sup>rd</sup> day of April 1858, personally appeared before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid, John Price and acknowledged the foregoing mortgage to be his act. And also at the same time personally appeared before me, Robert S. McKaig, the mortgagee in the above mortgage and made oath that the consideration set forth in the above mortgage is true and bona fide as therein set forth.

Sworn before O. H. W. Stull, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 252, 9/13/1858.

At the request of R. S. McKaig the following Mortgage was recorded September 13<sup>th</sup>, 1858.

This Deed made this 11<sup>th</sup> day of September in the year 1858 between Henry Dorges of Washington County, but now being in Allegany County, Maryland of the first part & Robert S. McKaig of the County and State last aforesaid of the other part.

Whereas the said Henry Dorges now stands indebted unto Thomas J. McKaig and W. W. McKaig, Trustees upon a certain mortgage made to them by the said Henry Dorges on the 11<sup>th</sup> May 1855 to secure the payment of the sum of nineteen hundred dollars and also upon the promissory note dated the 6<sup>th</sup> day of September 1855 in the further sum of three hundred dollars for the purchase money of two mules purchased from the said McKaig's as Trustees and upon said mortgage and note there is still due about the sum of one thousand dollars to the said McKaigs as Trustees. And whereas the said Henry Dorges is also indebted unto the said R. S. McKaig in the sum of nine hundred seventy dollars and sixty cents on account of the repairs and rebuilding the Canal Boat now called "R. A. Powers" and also in the further sum of two hundred and fifty dollars on general account to the said R. S. McKaig and whereas the said Henry Dorges is also indebted unto the Frostburg Coal Company in the sum of two hundred and fifty dollars with interest from about the first day of January 1857 for the purchase money of the Canal Boat called "Perry's Victory" and whereas the said Henry Dorges is also indebted unto John Sarin of Washington County, Maryland in about the sum of five hundred and forty dollars upon a certain mortgage and whereas the said Henry Dorges is also indebted unto James Anderson in the further sum of five hundred dollars with interest thereon from about the 28<sup>th</sup> day of August 1857 for four mules sold to him by the said Anderson and for which said five hundred dollars the said Henry Dorges executed his promissory note and procured the Frostburg Coal Company to become security on the same to the said Anderson and the said Henry Dorges executed a mortgage to the said Frostburg Coal Company on said four mules and also on the Canal Boat called "Ellen Beall" & which said mortgage is recorded amongst the land records of Allegany & Washington County in the State of Maryland and whereas the said Henry Dorges is not now able to pay the above named debts and being desirous to pay the said debt with all the interest and costs that may be due on the same and to have them paid in the order in which they are above named, he hath executed this deed of trust to the said R. S. McKaig upon the trusts hereinafter specified.

Now this deed Witnesseth that the said Henry Dorges for and in consideration of the trust aforesaid in the said R. S. McKaig herein specified and in consideration of the sum of five dollars current money in hand paid by the said R. S. McKaig to the said Henry Dorges and which is hereby acknowledged hath bargained and sold unto the said Robert S. McKaig all the right, title, interest and claim of him the said Henry Dorges both at law and in equity in and to the following property, to wit: one canal boat called the "Ellen Beall" with all the rigging & fixtures on the same, also the canal boat called the Sarah Ann," "R. A. Powers," and the "Betty Maulsby" with all the rigging, fixtures and appurtenances to the said Boats belonging, also two black horse mules with harness, four bay mules being one horse and three mare mules, one mouse colored mare mule, two black mare mules, one light bay horse mule and one roan horse, together with all the several sets of harness used and belonging to the aforesaid mules and horse.

To have and to hold all the above described property unto the [said] Robert S. McKaig in trust as follows: that the said Robert S. McKaig shall proceed and sell all the above described

canal boats, mules, horse, harness and the other property upon giving ten days public notice of the time, place and manner of sale upon cash sales or upon giving such credit on the sales and such further notice by advertisement at three public places in the town of Cumberland and by advertisement in one or more newspapers in the city of Cumberland as he shall deem expedient in making sale of said property and the proceeds arising from the sale or sales to be applied first to the payment of the expenses of sale and the usual commissions to the Trustee and then to the payment of the above mortgages, notes and debts, with the interest that may be due thereon as above specified & mentioned in this deed of trust and in the order and preference above specified or as may be found by the priority of dates of the liens and then out of the surplus, if any, to pay all the other creditors of the said Henry Dorges, such debts as the said Dorges may justly owe and to pay the same pro-rata, to the creditors specified or intended to be specified in this class & finally out of the surplus, if any, after paying all the just debts to be paid over to the said Henry Dorges, his executors, administrators & assigns.

In witness whereof the said Henry Dorges has hereto subscribed his name & affixed his seal this 11<sup>th</sup> day of Sept. 1858.

Henry Dorges {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 11<sup>th</sup> day of September 1858, before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared the above named Henry Dorges and acknowledged the foregoing deed of trust to be his act. And at the same time also appeared before me the above named Robert S. McKaig grantee in the above deed of trust and made oath that the consideration set forth in the above deed of trust is bona fide as therein set forth.

O. H. W. Stull, J. P.



Allegheny County Courthouse, Cumberland, MD, Deed Book 17, page 400, 9/16/1858.

At the request of R. S. McKaig this Mortgage was recorded September 16<sup>th</sup>, 1858.

This Indenture, made this 8<sup>th</sup> day of Sept. in the year of Our Lord 1858 between R. S. McKaig of Allegheny County in the State of Maryland of the first part, and Wm. H. Loy of Dauphin County in the State of Pa. of the second part.

Witnesseth, whereas the said party of the first part has this day sold to the said Wm. H. Loy his interest in the Canal Boat called "Phoenix" and 3 mules and harness & rigging at and for the sum of eight hundred dollars, which the said Wm. H. Loy is to pay unto the said R. S. McKaig, and his assigns, in installments of forty dollars each, on team, & twenty five dollars to Swanton Coal Co. on Boat, for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid, with interest from date crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract or purchase and sale that the said Wm. H. Loy shall use said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such Company, or person, as said McKaig or his assigns shall direct, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegheny Mining Company, and such other Companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington City, and to keep said boat in proper repair; all of which said stipulations the said Wm. H. Loy hereby covenants and agrees with the said McKaig and his assigns to fulfill and perform. And whereas the said Wm. H. Loy is anxious to secure unto the said McKaig and his assigns the regular and due payment of each and every installment of said purchase money and also to secure to the said McKaig and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Wm. H. Loy is willing to execute these presents. Now This Indenture, Witnesseth that the said Wm. H. Loy for and in consideration of the premises hath granted, bargained and sold unto the said R. S. McKaig his interest on the Canal Boat called "Phoenix" and 3 mules attached to her with their harness & the boat rigging in accordance with the article of agreement between the said McKaig & the said Loy dated March 27<sup>th</sup> 1858, to have and to hold the same forever. Provided, nevertheless, that if the said Wm. H. Loy shall well and truly pay unto the said R. S. McKaig or his assigns, the aforesaid installments of purchase money with interest upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this Mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And This Indenture, further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said Wm. H. Loy to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this Mortgage, then, and in either event the said R. S. McKaig, or his assigns, is hereby authorized to take immediate possession of said boat and team, harness, rigging and after ten days notice thereof, in a public newspaper, printed in Cumberland City, to sell said boat at public sale as Mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to the said R. S. McKaig, or his assigns, and if there be an

overplus, the said McKaig or his assigns are to pay the same to the said Wm. H. Loy, or his assigns.

In witness whereof the said Wm. H. Loy hath subscribed his name and affixed his seal.

Test: Andrew Gonder

Wm. H. Loy {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 8<sup>th</sup> day of September in the year of Our Lord 1858 before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid, appeared Wm. H. Loy and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this 8<sup>th</sup> day of Sept. 1858 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Robert S. McKaig the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 572, 1/24/1859.

At the request of R. S. McKaig this Mortgage was recorded January 24, 1859.

I, William Elder, of Allegany County, Maryland being now indebted to R. S. McKaig of Allegany County, Maryland in the sum of seventy eight & 80/100 dollars with interest from Sept. 1<sup>st</sup> 1858 in consideration thereof do hereby bargain and sell to the said R. S. McKaig the following property, to wit: one gray horse mules, two stoves, two tables, stools, cooking utensils, bed & bedding, linens, lamp and all the boat rigging & fixtures belonging to the two boats "Juniata" & "Jas. I. Grehan." Provided that if I the said William Elder shall pay to the said R. S. McKaig the sum of seventy eight dollars and eighty cents with the interest thereon, on or before the first day of July eighteen hundred and fifty nine than these presents shall be void.

Witness my hand & seal this 24<sup>th</sup> day of Jan. 1859.

William Elder {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 24<sup>th</sup> day of January 1859 personally appeared before the subscriber a Justice of the Peace for Allegany aforesaid Wm. Elder and acknowledged the foregoing mortgage to be his act, and also at the same time personally appeared R. S. McKaig the grantee in the above mortgage and made oath that the consideration in the above mortgage is bona fide ^ true as therein set forth.

O. H. W. Stull, J. P.

Allegheny County Courthouse, Cumberland, MD, Deed Book 17, page 668, 3/1/1859.

At the request of Robert S. McKaig this Mortgage was recorded March 1<sup>st</sup>, 1859.

Whereas James McGraw has this day bought and received possession of the boat "John H. Shaw" & all its cabin furniture & utensils from Robert S. McKaig for the sum of fourteen hundred and fifty dollars payable in the following manner, that is to say, \$200 by his negotiable note payable at the Bank of the Valley in Virginia at Charles Town 60 days from the 7<sup>th</sup> day of March next and thirty five dollars a trip on every trip the said boat makes in the coal trade from Cumberland from this time until the remainder of the purchase money with interest from the 7<sup>th</sup> day of March next is paid in full, to secure the payment of which the said James McGraw executes these presents. Now Therefore the said James McGraw in consideration of the said indebtedness & in fulfillment of the contract by which he obtained possession of the said boat, hereby bargains & sells the said boat "John H. Shaw" unto the said Robert S. McKaig with all the furniture & utensils aforesaid. Provided that if the said James McGraw shall pay the said note at maturity & shall also pay the sum of thirty five dollars on each trip the said boat shall make in the coal trade on the Chesapeake & Ohio Canal to tidewater or intermediate points until the whole of the purchase money & interest aforesaid shall be paid, then these presents shall [be] void. And provided also that in default of payment of said note at maturity & in default of payment of the said thirty five dollars a trip at any time for three trips, the said Robert S. McKaig may take possession of the said boat & furniture & sell the same after ten days notice of time & place & terms of sale (which terms shall be at his discretion to fix) to pay the said purchase money or whatever part of it shall be unpaid at the time of such sale & the expenses attending such sale. And the said Robert S. McKaig hereby covenants that the said boat shall be put into the Frostburg Line for the transportation of coal from Cumberland via the Chesapeake & Ohio Canal & shall be loaded & unloaded regularly in her turn & be in all respects on the same footing with any other boat or boats in the said line & whenever the said boat can get loaded sooner from any other company or person at Cumberland then from the Frostburg Company it may take a load from such person or company for any & all trips when it can get loaded more quickly as aforesaid, and that the said James McGraw shall have possession of the said boat & fixtures until default in payment of said note or of the said thirty five dollars a trip for three trips; and the said McKaig also binds himself to put comb decks on the boat as tight as they can be made of matched stuff ploughed & grooved, said decks being a part of the consideration for which said purchase money is to be paid. And the said James McGraw binds himself to keep a skillful & sufficient crew & a good and sufficient team to said boat & to keep it in good running order & run it night & day when the Canal is navigable & the companies are freighting coal. And the said Robert S. McKaig hereby warrants & binds himself that the old material used in the construction & rebuilding of said boat was sound & durable as if new.

Witness the hand and seal of the said parties respectively this 28<sup>th</sup> day of February 1859.

Test: J. M. Strong

R. S. McKaig {Seal}

his

James X McGraw {Seal}

Mark

State of Maryland, Allegany County, to wit:

I hereby certify that on this 28<sup>th</sup> day of February 1859, before me the subscriber a Justice of the Peace of the State of Maryland in & for Allegany County aforesaid personally appeared James McGraw and acknowledged the foregoing mortgage or instrument of writing to be his act & deed; and at the same time & place also appeared before me Robert S. McKaig the mortgagee in the said mortgage named and made oath that the consideration set forth in the said mortgage is true & bona fide as therein set forth.

J. M. Strong, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 683, 3/18/1859.

At the request of R. S. McKaig this Mortgage was recorded March 18<sup>th</sup>, 1859.

This Indenture, made this 14<sup>th</sup> day of March in the year of Our Lord 1859, between R. S. McKaig of Allegany County in the State of Maryland of the first part and James T. Merchant of Loudon County in the State of Virginia of the second part. Witnesseth, Whereas the said R. S. McKaig has this day sold to the said James T. Merchant the canal boat called "Hercules" at and for the sum of twelve hundred dollars, which the said James T. Merchant is to pay unto the said R. S. McKaig, and his assigns, in installments of forty five dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when said payments shall be made. And whereas it was a part of said contract of purchase and sale, that the said James T. Merchant shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonable done, and to receive the loads of said boat promptly at each trip with the coal of such company, or person, as said R. S. McKaig, or his assigns, shall direct, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington City, and to keep said boat in proper repair, all of which said stipulations the said James T. Merchant hereby covenants and agrees with the said R. S. McKaig and his assigns to fulfill and perform. And Whereas the said James T. Merchant is anxious to secure unto the said R. S. McKaig and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said R. S. McKaig and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said James T. Merchant is willing to execute these presents.

Now This Indenture, Witnesseth, that the said James T. Merchant for and in consideration of the premises, hath granted, bargained and sold unto the said R. S. McKaig the Canal Boat called "Hercules" & team of 3 horses, to have and to hold the same forever. Provided, nevertheless, that if the said James T. Merchant shall well and truly pay unto the said R. S. McKaig or his assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid, until the whole shall be fully paid, and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law.

And This Indenture, further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said James T. Merchant to make regular payments on account of said purchase money, as herein provided, or in case of failure to perform any of the covenants named in this mortgage, then and in either event the said R. S. McKaig or his assigns is hereby authorized to take immediate possession of said boat & team, and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit, and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to the said R. S. McKaig or his assigns and if there be an overplus, the said E. S. McKaig or his assigns are to pay the same to the said James T. Merchant or his assigns.

In witness whereof the said James T. Merchant hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

James T. Merchant {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 17<sup>th</sup> day of March in the year of Our Lord 1859 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, appeared James Merchant and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified that on this 17<sup>th</sup> day of March 1859, before the subscriber a Justice of the Peace in and for Allegany County, personally appeared R. C. McKaig the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In witness whereof, I herewith subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 726, 4/6/1859.

At the request of R. S. McKaig this Mortgage was recorded April 6<sup>th</sup>, 1859.

This Indenture, made this 21<sup>st</sup> day of March in the year of Our Lord 1859, between R. S. McKaig of Allegany County in the State of Maryland of the first part and Charles W. Pope of Blair County in the State of Pa. of the second part.

Witnesseth, Whereas the said R. S. McKaig has this day sold to the said C. W. Pope the Canal Boat "Liberty" at and for the sum of fifteen hundred dollars, which the said C. W. Pope is to pay unto the said R. S. McKaig, and his assigns, in installments of forty dollars each for all the trips made by the said Boat from Cumberland to Georgetown, Alexandria or Washington City until the entire purchase money is paid, with interest from date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was part of the said contract of purchase and sale that the said C. W. Pope shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the load of said boat promptly at each trip with the coal of such company or persons as said R. S. McKaig or his assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair all of which said stipulations the said C. W. Pope hereby covenants and agrees with the said R. S. McKaig and his assigns to fulfill and perform. And Whereas, the said Charles W. Pope is anxious to secure unto the said Robert S. McKaig and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Robert S. McKaig and his assigns the regular, prompt and due performance of the covenants aforesaid, the said Charles W. Pope is willing to execute these presents.

Now This Indenture, Witnesseth, that the said Charles W. Pope for and in consideration of the premises, hath granted, bargained and sold unto the said R. S. McKaig, the canal boat called "Liberty" & four mules & harness and boat rig, to have and to hold the same forever.

Provided, nevertheless, that if the said C. W. Pope, shall well and truly pay unto the said R. S. McKaig or his assigns the aforesaid installments of purchase money with interest upon each and every trip as aforesaid, until the whole shall be fully paid, and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And This Indenture, further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of said C. W. Pope to make regular payments on account of said purchase money, as herein provided or in case of failure to perform any of the covenants named in this mortgage, then and in either event the said Robert S. McKaig or his assigns is hereby authorized to take immediate possession of said boat & mules & harness rig and after ten days notice thereof, in a public newspaper printed in Cumberland City, to sell said boat at public sale, as mortgagee, to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to said R. S. McKaig, or his assigns, and if there be an overplus, the said R. S. McKaig or his assigns are to pay the same to the said Charles W. Pope, or his assigns.



In Witness Whereof the said C. W. Pope hath subscribed his name and affixed his seal.  
Test. William Elder  
J. M. Strong

Charles W. Pope, J. P.

State of Maryland, Allegany County, to wit:

I hereby certify that on this 4<sup>th</sup> day of April in the year of Our Lord 1859, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared Charles W. Pope and acknowledged the foregoing mortgage to be his act.

J. M. Strong, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified that on this 4<sup>th</sup> day of April 1859, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared R. S. McKaig the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

J. M. Strong, J. P.

The following is the description of the four mules named in this mortgage & which we agree is to be part of the mortgage instrument, one dun horse mule, one large bay mare mule, on dark brown mare mule, one sorrel horse mule.

N.B. The above description was agreed to by both parties in my presence and at the time of the acknowledgement.

Test: J. M. Strong

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 38, 4/6/1859.

At the request of Robert S. McKaig this Mortgage was recorded April 6<sup>th</sup>, 1859.

This Indenture, made this 5<sup>th</sup> day of April, in the year of Our Lord 1859, between Robert S. McKaig of Allegany County, in the State of Maryland, of the first part, and Robert C. Bamford, of Washington County, in the State of Maryland, of the second part. Witnesseth: Whereas, the said Robert S. McKaig has this day sold to the said Robert C. Bamford the Canal Boat called "Robert Stewart" & 4 mules at and for the sum of seventeen hundred & eighty three dollars, which the said Robert C. Bamford, is to pay unto the said Robert S. McKaig and his assigns, in installments of thirty dollars each, for all the trips made by the said Boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon, as of the time when such payments shall be made.

And Whereas, it was a part of said contract of purchase and sale, that the said Robert C. Bamford, shall use said Boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with coal of such company, or person, as said Robert S. McKaig or his assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair, all of which said stipulations the said Robert C. Bamford hereby covenants and agrees with the said Robert S. McKaig, and his assigns, to fulfill and perform.

And Whereas, the said Robert C. Bamford is anxious to secure unto the said Robert S. McKaig and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said Robert S. McKaig and his assigns, the regular and due performance of the covenants aforesaid, the said Robert C. Bamford is willing to execute these presents.

Now This Indenture, Witnesseth, that the said Robert C. Bamford for and in consideration of the premises, hath granted, bargained and sold unto the said Robert S. McKaig, the Canal Boat called "Robert Stewart" & 4 mules & harness, to have and to hold, the same forever. Provided, nevertheless, that if the said Robert C. Bamford shall well, and truly pay unto the said Robert S. McKaig or his assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And This Indenture, further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Robert C. Bamford to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in the mortgage, then, and in either event, the said Robert S. McKaig, or his assigns, is hereby authorized to take immediate possession of said boat & team & harness, and after ten days notice thereof, in a public newspaper, printed in Cumberland City, to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance

due to the said Robert S. McKaig or his assigns, and if there be any overplus, the said Robert S. McKaig or his assigns are to pay the same to the said Robert C. Bamford or his assigns.

In Witness Whereof the said Robert C. Bamford hath subscribed his name and affixed his seal this fifth day of April 1859.

Test. O. H. W. Stull  
Edward Roner

R. C. Bamford {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 5<sup>th</sup> day of April in the year of Our Lord 1859, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared Robert C. Bamford, and acknowledged the foregoing mortgage to be his act.

O. H. W. Stull, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified, that on this 5<sup>th</sup> day of April 1859, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Robert S. McKaig, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

In Witness Whereof, I hereunto subscribe my name on the day and year aforesaid.

O. H. W. Stull, J. P.

We agree that the following is the description of the four mules named in the above mortgage of seventeen hundred & eighty three dollars & that the description shall be & form part of this mortgage; one black mare mule called Collie, one bay mare mule called Iuvbe, one sorrel horse mule called Dirk, one light sorrel horse mule called Logeur. The above description of the stock, was inserted in the instrument, before the acknowledgement of the parties is agreed to.

O. H. W. Stull

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 40, 4/6/1859.

At the request of Robert S. McKaig this Mortgage was recorded April 6<sup>th</sup>, 1859.

This Indenture, made this 5<sup>th</sup> day of April, in the year of Our Lord 1859, between Robert S. McKaig of Allegany County, in the State of Maryland, of the first part, and Robert C. Bamford, of Washington County, in the State of Maryland, of the second part. Witnesseth: Whereas, the said Robert S. McKaig has this day sold to the said Robert C. Bamford the Canal Boat called "R. A. Powers" at and for the sum of fourteen hundred & fifty dollars, which the said Robert C. Bamford, is to pay unto the said Robert S. McKaig and his assigns, in installments of thirty dollars each, for all the trips made by said Boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon, as of the time when such payments shall be made.

And Whereas, it was a part of said contract of purchase and sale, that the said Robert C. Bamford, shall use said Boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with coal of such company, or persons, as said Robert S. McKaig or his assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair, all of which said stipulations the said Robert C. Bamford hereby covenants and agrees with the said Robert S. McKaig, and his assigns, to fulfill and perform.

And Whereas, the said Robert C. Bamford is anxious to secure unto the said Robert S. McKaig and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said Robert S. McKaig and his assigns, the regular and due performance of the covenants aforesaid, the said Robert C. Bamford is willing to execute these presents.

Now This Indenture, Witnesseth, that the said Robert C. Bamford for and in consideration of the premises, hath granted, bargained and sold unto the said Robert S. McKaig, the Canal Boat called "R. A. Powers" to have and to hold, the same forever.

Provided, nevertheless, that if the said Robert C. Bamford shall well, and truly pay unto the said Robert S. McKaig or his assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And This Indenture, further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Robert C. Bamford to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in the mortgage, then, and in either event, the said Robert S. McKaig, or his assigns, is hereby authorized to take immediate possession of said boat and after ten days notice thereof, in a public newspaper, printed in Cumberland City, to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to the said Robert S. McKaig or his assigns, and if there be any overplus, the said Robert S. McKaig or his assigns are to pay the same to the said Robert C. Bamford or his assigns.

In Witness Whereof the said Robert C. Bamford hath subscribed his name and affixed his seal.

Test. O. H. W. Stull  
Edward Roner

R. C. Bamford {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 5<sup>th</sup> day of April in the year 1859, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared Robert C. Bamford, and acknowledged the foregoing mortgage to be his act.

O. H. W. Stull, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified, that on this 5<sup>th</sup> day of April 1859, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Robert S. McKaig, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

In Witness Whereof, I hereunto subscribe my name on the day and year aforesaid.

O. H. W. Stull, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 79, 4/14/1859.

At the request of R. S. McKaig this Mortgage was recorded April 14<sup>th</sup>, 1859.

This Indenture, made this 12<sup>th</sup> day of April in the year of Our Lord 1859, between Robert S. McKaig, of Allegany County, in the State of Maryland, of the first part and Martin Smith of Blair County, in the State of Pennsylvania, of the second part.

Witnesseth, Whereas, the said Robert S. McKaig has this day sold to the said Martin Smith the Canal Boat called "Gen Thomas J. McKaig" at and for the sum of thirteen hundred & fifty dollars, which the said Martin Smith is to pay unto the said Robert S. McKaig and his assigns, in instalments of forty dollars each, for all trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon, as of the time when such payments shall be made.

And Whereas, it was a part of said contract of purchase and sale, that the said Martin Smith shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, with as much expedition and regularity as can be reasonably done, and receive the loads of said boat promptly at each trip with coal of such company, or person, as the said Robert S. McKaig or his assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair, all of which said stipulations the said Martin Smith hereby covenants and agrees with the said Robert S. McKaig and his assigns to fulfill and perform.

And Whereas, the said Martin Smith is anxious to secure unto the said Robert S. McKaig and his assigns, the regular and due payment of each and every instalment of said purchase money, and also to secure to the said Robert S. McKaig and his assigns, the regular and due performance of the covenants aforesaid, the said Martin Smith is willing to execute these presents.

Now this Indenture Witnesseth, that the said Martin Smith for and in consideration of the premises, hath granted, bargained and sold unto the said Robert S. McKaig, the Canal Boat called "Gen. T. J. McKaig" & 2 horses & 4 mules & their harness & the boat rig. To have and to hold the same forever. Provided, nevertheless, that if the said Martin Smith well and truly pay unto the said Robert S. McKaig or his assigns, the aforesaid instalments of purchase money with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this Mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law.

And This Indenture further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Martin Smith to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this Mortgage, then, and in either event the said Robert S. McKaig or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper, printed in Cumberland City, to sell said boat at public sale as Mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to the said Robert S.

McKaig, or his assigns, and if there be an overplus, the said Robert S. McKaig or his assigns are to pay the same to the said Martin Smith or his assigns.

In Witness whereof the said Martin Smith hath subscribed his name and affixed his seal.

Test: Andrew Gonder

Martin Smith {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified, that on this 12<sup>th</sup> day of April 1859, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Robert S. McKaig the Mortgagee in the foregoing Mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In Witness Whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit:

I hereby certify that on this 12<sup>th</sup> day of April in the year of Our Lord 1859, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared Martin Smith and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 272, 7/29/1859.

At the request of Healey & Shriver this Mortgage and Asst. was recorded July 29<sup>th</sup>, 1859.

This Indenture, made this 19<sup>th</sup> day of July in the year of Our Lord 1859, between R. S. McKaig of Allegany County, in the State of Maryland, of the first part, and Martin Smith of Allegany County, in the State of Maryland, of the second part.

Witnesseth, Whereas the said Robert S. McKaig has this day sold to the said Martin Smith the Canal Boat called "Prince Rupert" at and for the sum of fifteen hundred dollars which the said Martin Smith is to pay unto the said Robert S. McKaig and his assigns, in installments of forty (40) dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon, as of the time when such payments shall be made.

And Whereas, it was a part of said contract of purchase and sale, that the said Martin Smith shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such company, or person, as said Robert S. McKaig or his assigns shall direct, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair, all of which said stipulations the said Martin Smith hereby covenants and agrees with the said Robert S. McKaig and his assigns to fulfill and perform.

And Whereas the said Martin Smith is anxious to secure unto the Robert S. McKaig and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Robert S. McKaig and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Martin Smith is willing to execute these presents.

Now This Indenture Witnesseth, that the said Martin Smith for and in consideration of the premises, hath granted, bargained and sold unto the said Robert S. McKaig the canal boat called "Prince Rupert" & 3 mules & harness & cabin rig, to have and to hold the same forever.

Provided, nevertheless, that if the said Martin Smith shall well and truly pay unto the said Robert S. McKaig or his assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid, until the whole shall be fully paid, and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law.

And this Indenture further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Martin Smith to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this Mortgage, then, and in either event the said Robert S. McKaig or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper, printed in Cumberland City, to sell said boat at public sale as mortgage, to the highest bidder for cash or credit; and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to the said Robert S.



McKaig or his assigns, and if there be an overplus, the said Robert S. McKaig or his assigns are to pay the same to the said Martin Smith or his assigns.

In Witness whereof the said Martin Smith hath subscribed his name and affixed his seal.  
Test: O. H. W. Stull  
Martin Smith {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 19<sup>th</sup> day of July in the year of Our Lord 1859, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared Martin Smith and acknowledged the foregoing mortgage to be his act.

O. H. W. Stull, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified, that on this 19<sup>th</sup> day of July 1859, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Robert S. McKaig, the Mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In Witness Whereof, I hereunto subscribe my name on the day and year aforesaid.

O. H. W. Stull, J. P.

Whereas I am now indebted to Patrick A. Healey and Charles C. Shriver, partners trading under the firm and style of Healey and Shriver, upon two certain promissory notes, for the sum of ninety nine dollars and sixteen cents each, and both dated on the eighteenth day of July in the year eighteen hundred and fifty nine, and respectively payable in sixty and ninety days after the date thereof. And also upon a certain other promissory note, bearing date of July twenty seventh, in the year eighteen hundred and fifty nine, for the sum of forty nine dollars and sixty cents, and payable four months after date. Now Therefore, in consideration of said indebtedness, and as collateral security therefor, I do hereby assign unto the said Healey & Shriver the within mortgage and the debt thereby secured. In case I should pay the said promissory notes to the said Healey & Shriver at the respective maturity thereof, then they are to reassign the said within mortgage to me. That in case I fail to pay the said notes at their respective maturity thereof, then the said Healey & Shriver are to collect the installments due and to become due, upon the said within Mortgage and to apply the same to the payment of the said notes, and whenever the same, and all costs and interest thereon, shall be thus fully paid, then they shall also reassign to me the balance that may then remain unpaid, upon the said within mortgage.

Witness my hand and seal this 28<sup>th</sup> day of July in the year 1859.

Witness: John McCleary

R. S. McKaig {Seal}

I hereby release the above mortgage. Witness my hand and seal this 11<sup>th</sup> day of August 1863.

R. S. McKaig {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 462, 11/30/1859.

At the request of John S. Pennybacker this Mortgage was recorded November 30<sup>th</sup>, 1859.

I, Robert S. McKaig of Allegany County, Maryland, being now indebted to John S. Pennybacker and Joel Pennybacker of the City of Washington, in the District of Columbia, in the sum of eight hundred dollars on four promissory notes for two hundred dollars each, bearing even date herewith, and interest from the first day of April eighteen hundred and sixty, and payable the first note on June 1, 1860, the second note on August 1, 1860, the third note on October 1, 1860 and the last note on December 1, 1860, in consideration thereof and for the purpose of fully securing the payment of each and every said notes at their respective maturities, with interest as aforesaid, do hereby bargain and sell to the said John S. Pennybacker and Joel Pennybacker the following property: All that Canal Boat to be called the "John Beall of Georgetown" now being built and nearly completed by said McKaig in said McKaig's Boat yard in the City of Cumberland, and intended to be run by a Stern Paddle Wheel to be propelled by steam power, together with all the fixtures, appurtenances and tackle now in and about or to be attached and fixed in and about the same. Also two undivided third parts of a Steam Engine and fixtures now in a Boat called the "Blue Bird," engaged in navigation on the Chesapeake and Ohio Canal and owned by the said McKaig and one Alexander H. Brown. And which said Engine and fixtures are to be removed from the "Blue Bird" into and to become part of the said new Canal Boat to be called the "John Beall of Georgetown" aforesaid. Provided that if the said Robert S. McKaig shall pay to the said John S. Pennybacker and Joel Pennybacker or to their order, the four aforesaid notes and each of them, with the interest on each and every one of them, as, and when they and each of the respectively matures and becomes payable, so as to fully pay and satisfy said sum of eight hundred dollars and interest as aforesaid, then these presents shall be void. And the said Robert S. McKaig covenants that he will at his own cost and expense and in a reasonable time complete and fully finish said Canal Boat to be called the "Robert Beall of Georgetown" and move into and erect said Engine in said new Canal Boat. Witness my hand and seal this twenty ninth day of November in the year eighteen hundred and fifty nine.

Test: Andrew Gonder

R. S. McKaig {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this twenty ninth day of November in the year eighteen hundred and fifty nine, personally appeared before the subscriber, a Justice of the Peace of the State of Maryland, in and for the County of Allegany aforesaid Robert S. McKaig and acknowledged the foregoing mortgage of personal property to be his act.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 36, 4/3/1860.

At the request of Robert S. McKaig this Mortgage was recorded April 3<sup>rd</sup>, 1860.

Whereas James McGraw has this 31<sup>st</sup> day of March 1860 bought and received possession of the new canal boat "Julia Ann McGraw" from Robert S. McKaig for fourteen hundred and fifty dollars payable in the following manner, that is to say: \$300 by negotiable note bearing date on the 4<sup>th</sup> day of April 1860 and payable 60 days after date and thirty five dollars a trip on every trip the said boat shall make in the coal trade from Cumberland from this time until the remainder of the purchase money with interest from the 4<sup>th</sup> day of April 1860 to be paid semi-annually is paid in full. Now therefore the said James McGraw in consideration of the said indebtedness and to secure the payment of the same hereby bargains and sells the said canal boat "Julia Ann McGraw" unto the said Robert S. McKaig. Provided, that if the said James McGraw shall pay the said note at maturity and shall also pay thirty five dollars on each trip the said boat shall make in the coal trade on the canal from Cumberland to tide water until the whole purchase [money] and interest as aforesaid shall be paid, then these presents shall be void. And provided also that in default of payment of said note at maturity or in default of payment of the said thirty five dollars a trip on three successive trips at any time, the said Robert S. McKaig may take possession of said boat and sell the same at public sale after ten days public notice of the time, place and terms of sale (which terms he may fix according to his best judgment) to pay whatever part of said purchase money and interest shall be unpaid at the time of such sale and the expenses attending it. And the said Robert S. McKaig covenants that the said boat shall be put in the Frostburg service on a footing with his own boats in all respects and whenever she can be loaded sooner with any other Company or person the said boat shall have the privilege at all times to take her loading from such person or company. And the said McGraw binds himself to keep the boat in running order and run it constantly and regularly when the canal is navigable and the coal freight can be had from the Frostburg Company or any other Company or person shipping coal from Cumberland to tide water. And the said McKaig is bound for the consideration aforesaid to put good hatches on said boat, one half now and the balance when the boat returns on her first trip with her engine on, and in case the said McGraw fails to keep the said boat in good repair or the same to be burnt or destroyed, then the said McGraw binds himself to pay the said purchase money for said boat or the balance due thereon. Witness my hand and seal.

Test: Andrew Gonder

his  
James X McGraw {Seal}  
mark  
R. S. McKaig {Seal}

State of Maryland, Allegany County, to wit:

On this 31<sup>st</sup> day of March in the year of Our Lord 1860 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, James McGraw and acknowledged the foregoing mortgage to be his act. And at the same time also appeared Robert S. McKaig and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. In testimony whereof, I subscribe my name.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 45, 5/28/1860.

At the request of Robert S. McKaig the following Deed of Mortgage was recorded May 25<sup>th</sup> 1860.

This Indenture made this 19<sup>th</sup> day of May in the year of Our Lord 1860 between Robert S. McKaig of Allegany County on the State of Maryland of the first part, and Charles Reichter of Washington County in the State of Maryland of the second part. Witnesseth, whereas the said Robert S. McKaig has this day sold to the said Charles Reichter the canal boat called "S. M. Petrie" at and for the sum of fifteen hundred dollars which the said Charles Reichter is to pay unto the said Robert S. McKaig and his assigns in installments of forty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale, that the said Charles Reichter shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done and to receive the loads of said boat promptly at each trip with the coal of such company or person as said R. S. McKaig or his assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair, all of which said stipulations the said Charles Reichter hereby covenants and agrees with the said Robert S. McKaig and his assigns to fulfill and perform. And whereas the said Charles Reichter is anxious to secure unto the said Robert S. McKaig and his assigns the regular and due payment of each and every installment of said purchase money and also to secure to the said Robert S. McKaig and his assigns the regular, prompt and due performance of the covenants aforesaid, the said Charles Reichter is willing to execute these presents. Now this Indenture, Witnesseth, that the said Charles Reichter for and in consideration of the premises hath granted, bargained and sold unto the said Robert S. McKaig the canal boat called "S. M. Petrie" to have and to hold the same forever. Provided, nevertheless, that if the said Charles Reichter shall well and truly pay unto the said Robert S. McKaig or his assigns the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid until the whole shall be fully paid; and shall well and truly do and perform all covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And this indenture further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said Charles Reichter to make regular payments on account of said purchase money as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then, and in either event, the said Robert S. McKaig or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to the said Robert S. McKaig or his assigns, and if there be an overplus the said Robert S. McKaig or his assigns are to pay the same to the said Charles Reichter or his assigns. In witness whereof the said Charles Reichter hath subscribed his name and affixed his seal.

Test. Andrew Gonder  
Michael F. O'Neill

Charles Reichter {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 19<sup>th</sup> day of May in the year of Our Lord 1860 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared Charles Reichter and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified that on this 19<sup>th</sup> day of May 1860, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Robert S. McKaig, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 462, 11/24/1860.

At the request of Robert S. McKaig this Mortgage was recorded November 24th 1860.

This Indenture, made this 20th day of November in the year of Our Lord 1860 between Robert S. McKaig of Allegany County in the State of Maryland of the first part and Robert Woods of Allegany County in the State of Maryland of the second part.

Witnesseth, Whereas the said Robert S. McKaig has this day sold to the said Robert Woods the Canal Boat called "M. J. Woods" at and for the sum of fifteen hundred dollars, which the said Robert Woods is to pay unto the said Robert S. McKaig and his assigns, in installments of forty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire purchase money is paid, with interest thereon from date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale that the said Robert Woods shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such Company or person as the said R. S. McKaig or his assigns shall direct, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company. and such other Companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair; all of which said stipulations the said Robert Woods hereby covenants and agrees with the said Robert S. McKaig and his assigns to fulfill and perform.

And whereas the said Robert Woods is anxious to secure unto the said Robert S. McKaig and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said R. S. McKaig and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Robert Woods is willing to execute these presents.

Now This Indenture, Witnesseth, that the said Robert Woods for and in consideration of the premises hath granted, bargained, and sold unto the said Robert S. McKaig the Canal Boat called "M. J. Woods" and her teams and rig, to have and to hold the same forever. Provided nevertheless, that if the said Robert Woods shall well and truly pay unto the said Robert S. McKaig, or his assigns, the aforesaid installments of purchase money with the interest upon each and every trip as aforesaid until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Robert Woods to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then, and in either event, the said Robert S. McKaig or his assigns, is hereby authorized to take immediate possession of said boat, teams and rig and after ten days notice thereof, in a public newspaper printed in Cumberland City, to sell said canal boat,

teams and rig at public sale, as mortgagees, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to Robert S. McKaig, or his assigns, and if there be an overplus the said R. S. McKaig or his assigns are to pay the same to the said R. Woods or his assigns.

In witness whereof the said Robert Woods hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Robert Woods {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of November in the year of Our Lord 1860, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Robert Woods and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 20th day of November 1860 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared R. S. McKaig, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Description of the team meant in this mortgage, to wit: one brown horse, one brown mare and one sorrel mare.

Robert Woods

Allegany County Courthouse, Cumberland, MD, Deed Book 20, page 299, 8/20/1862.

At the request of S. G. Mitchell this Mortgage was recorded August 20<sup>th</sup>, 1862.

This Indenture made this 18<sup>th</sup> day of August in the year of Our Lord 1862, between C. D. Bradley now of Allegany County in the State of Maryland, of the first part, and Robert S. McKaig, of Allegany County in the State of Maryland, of the second part. Witnesseth, Whereas the said Robert S. McKaig has this day sold to the said C. D. Bradley the canal boat called "Clara Bradley" at and for the sum of fifteen hundred dollars, which the said C. D. Bradley is to pay unto the said Robert S. McKaig & his assigns in installments of fifty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid with interest from date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase & sale that the said C. D. Bradley shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such company or person as said R. S. McKaig or his assigns shall direct; and to freight the same at the lowest current rate which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal, to Georgetown, Alexandria & Washington City, and to keep said boat in proper repair, all of which said stipulations the said C. D. Bradley hereby covenants & agrees with the said Robert S. McKaig & his assigns to fulfill and perform. And Whereas the said C. D. Bradley is anxious to secure unto the said Robert S. McKaig & his assigns, the regular & due payment of each & every installment of said purchase money, and also to secure to the said R. S. McKaig & his assigns the regular, prompt and due performance of the covenants aforesaid, the said C. D. Bradley is willing to execute these presents.

Now this Indenture Witnesseth, that the said C. D. Bradley for and in consideration of the premises hath granted, bargained and sold unto the said R. S. McKaig the Canal Boat called "Clara Bradley" to have & to hold the same forever. Provided, Nevertheless, that if the said C. D. Bradley shall, well and truly, pay unto the said Robert S. McKaig or his assigns, the aforesaid installments of purchase money with interest, upon each & every trip as aforesaid, until the whole shall be fully paid; and shall well & truly do & perform all the covenants on his part to be done & performed, as set forth in this mortgage, then this instrument of writing shall be void, otherwise to remain in full force and virtue in law. And this Indenture further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said C. D. Bradley to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in the mortgage, then, and in either event the said Robert S. McKaig or his assigns, is hereby authorized to take immediate possession of said boat and after ten days notice thereof, in a public newspaper, printed in Cumberland City, to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale, pay first the expenses of such sale & publication, and the balance due to the said Robert S. McKaig or his assigns, and if there be an overplus, the said R. S. McKaig or his assigns, are to pay the same to the said C. D. Bradley, of his assigns.

In witness whereof the said C. D. Bradley hath subscribed his name & affixed his seal.

Test: Andrew Gonder

C. D. Bradley {Seal}



State of Maryland, Allegany County, to wit:

I hereby certify that on this 18<sup>th</sup> day of August in the year of Our Lord 1862 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared. D. Bradley & acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this 18<sup>th</sup> day of August 1862 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Robert S. McKaig, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the considerations set forth in the foregoing mortgage is true & bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

I hereby assign the within mortgage to John C. Mitchell. Witness my hand and seal this 18<sup>th</sup> of August 1862.

Witness W. W. McKaig

R. S. McKaig {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 20, page 443, 12/9/1862.

At the request of Robert S. McKaig this Mortgage was recorded Dec. 9, 1862.

This Indenture, made this 4<sup>th</sup> day of December in the year of Our Lord 1862, between Lewis Hettenhouser of Allegany County in the State of Maryland, of the first part and Robert S. McKaig of Allegany County, in the State of Maryland, of the second part. Witnesseth, Whereas the said Robert S. McKaig has this day sold to the said Lewis Hettenhouser the Canal Boat called "J. Floyd McCulloh" at and for the sum of \$386 63/100 dollars, which the said Lewis Hettenhouser is to pay unto the said Robert S. McKaig and his assigns, in installments of forty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria and Washington City, until the entire purchase money is paid with interest from date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale, that the said Lewis Hettenhouser shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such Company, or person, as he may carry coal for; and to freight the same at the lowest current rate which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other Companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair, all of which said stipulations the said Lewis Hettenhouser hereby covenants and agrees with the said Robert S. McKaig & assigns to fulfill and perform. And whereas, the said Lewis Hettenhouser is anxious to secure unto the said Robert S. McKaig and his assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said Robert S. McKaig and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Lewis Hettenhouser is willing to execute these presents.

Now this Indenture Witnesseth, that the said Lewis Hettenhouser for and in consideration of the premises, hath granted, bargained and sold unto the said Robert S. McKaig the Canal Boat called "J. Floyd McCulloh" to have & to hold the same forever. Provided, nevertheless, that if the said Lewis Hettenhouser shall, well and truly pay unto the said Robert S. McKaig or his assigns, the aforesaid installments of purchase money with interest upon each and every trip as aforesaid, until the whole shall be fully paid, and shall well & truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And this Indenture further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Lewis Hettenhouser to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this Mortgage, then and in either event the said Robert S. McKaig or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper, printed in Cumberland City, to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale & publication, and the balance due to the said Robert S. McKaig or his assigns, and if there be an overplus, the said Robert S. McKaig or his assigns are to pay the same to the said Lewis Hettenhouser or his assigns.

In witness whereof the said Lewis Hettenhouser hath subscribed his name & affixed his seal.  
Test: Andrew Gonder Lewis Hettenhouser {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 4<sup>th</sup> day of December in the year of Our Lord 1862 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County appeared Lewis Hettenhouser and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified that on this 4<sup>th</sup> day of December 1862 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Robert S. McKaig the mortgagee, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the aforegoing mortgage is true & bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day & year aforesaid.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 218, 4/3/1863.

At the request of Robert S. McKaig this Mortgage was recorded April 3rd 1863.

This Indenture, made this 2nd day of April in the year of Our Lord 1863, between Robert S. McKaig of Allegany County, in the state of Maryland, of the first part and William Hall of Indiana County in the State of Pennsylvania of the second part. Witnesseth Whereas the said Robert S. McKaig has this day sold to the said William Hall the Canal Boat called "Keystone" at and for the sum of eighteen hundred dollars which the said William Hall is to pay unto the said Robert S. McKaig and his assigns, in installments of fifty dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale that the said William Hall shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, with as much expedition and regularity as can be reasonably done and to receive the loads of said boat promptly at each trip with the coal of such company or person as the said Robert S. McKaig, or his assigns, shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria, Washington City; and to keep the said boat in proper repair; all of which said stipulations the said William Hall hereby covenants and agrees with the said Robert S. McKaig and his assigns to fulfill and perform. And whereas the said William Hall is anxious to secure unto the said Robert S. McKaig and his assigns the regular and due payments of each and every installment of said purchase money and also to secure to the said Robert S. McKaig and his assigns the regular, prompt and due performance of the covenants aforesaid the said William Hall is willing to execute these presents.

This Indenture, Witnesseth that the said William Hall for and in consideration of the premises hath granted, bargained and sold unto the said Robert S. McKaig the Canal Boat called "Keystone," to have and to hold the same, forever. Provided nevertheless that if the said William Hall shall well and truly pay unto the said Robert S. McKaig or his assigns the aforesaid installments of purchase money with interest upon each and every trip as aforesaid until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And This Indenture, further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said William Hall to make regular payments on account of said purchase money as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then in either event the said Robert S. McKaig, or his assigns, is hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City to sell said boat at public sale, as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Robert S. McKaig or his assigns and if there be an overplus, the said Robert S. McKaig or his assigns are to pay the same to the said William Hall or his assigns. In witness whereof the said William Hall hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

William Hall {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 3rd day of April 1863 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Robert S. McKaig, the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I herewith subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

It is also agreed between the parties too this agreement that the mortgagee, William Hall, is to pay all taxes that may be levied on this boat & mortgage.

Teste: Andrew Gonder

William Hall

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 223, 6/23/1863.

At the request of Robert S. McKaig this Mortgage was recorded June 23rd, 1863.

This Mortgage made this 23rd day of June 1863, between Robert Woods and Robert S. McKaig both of Allegany County, and State of Maryland. Witnesseth Whereas the said Robert Woods on the 20th day of November 1860 executed a mortgage to the said Robert S. McKaig upon the Canal Boat called "M. J. Woods" and also on its team and rig consisting of one bay horse, one brown mare and one sorrel mare, to secure the payment of said Canal Boat, as mentioned and specified in said mortgage of the 20th November 1860, and which was duly recorded amongst the Land Records of said Allegany County in Liber H. R. No. 19, folio 462, as by reference to said mortgage will fully appear and whereas the said Robert Woods by the assent of the said Robert S. McKaig has sold the three horses specified in said mortgage and has purchased in their place four mules, as follows: one black horse mule about seven years old; one brown mare mule about six years old; one bay mare mule about four years old; and one black mare mule about three years old, which have now in the possession of the said Robert Woods and lately engaged in running the said Canal Boat "M. J. Woods" on the Chesapeake and Ohio Canal. And whereas the said Robert S. McKaig has agreed to release the aforesaid horses from said original mortgage and the said Robert Woods has agreed to execute this mortgage on the said four mules to secure the balance still due on the purchase money of said Canal Boat upon the same terms and conditions specified in said mortgage of the 20th November 1860.

Now this mortgage Witnesseth that the said Robert Woods in consideration of the premises and the balance of the purchase money due on said Boat hath granted, bargained and sold unto the said Robert S. McKaig the aforesaid four mules above described to have and to hold the same, forever. Provided nevertheless that if the said Robert Woods shall well and truly pay unto the said Robert S. McKaig or his assigns the purchase money with interest now and to become due on the said Canal Boat to the terms specified in said; and shall well and truly perform all the covenants on his part to be done and performed in said mortgage of the 20th November 1860, then this mortgage to be well and void; otherwise to remain in full force and virtue in law. All the powers specified in said original mortgage to well said mules in default of payment in the same manner and terms as specified in said mortgage. In witness whereof the said Robert Woods hath subscribed his name and affixed his seal this 23rd day of June 1863.

Teste: Andrew Gonder  
his  
Robert X Woods {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 25th day of June, 1863 before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared the above named Robert Woods and acknowledged the foregoing mortgage to be his act and deed. Also at the same time appeared the above named Robert S. McKaig and made oath that the consideration set forth in the above mortgage is bona fide as herein set forth.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 311, 10/17/1863.

At the request of Robert S. McKaig the following Mortgage was recorded Oct. 17<sup>th</sup> 1863.

This Indenture made this 14<sup>th</sup> day of October in the year of Our Lord 1863, between Robert S. McKaig, of Allegany County, in the State of Maryland, of the first part, and Lewis Hettenhouser, of Allegany County, in the State of Maryland, of the second part. Witnesseth, Whereas, the said Robert S. McKaig has this day sold to the said Lewis Hettenhouser, the Canal Boat called "Neptune," at and for the sum of six hundred and seventy six dollars, which the said Lewis Hettenhouser is to pay unto the said Robert S. McKaig, and his assigns, in installments of fifty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money, with interest from date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale, that the said Lewis Hettenhouser shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly, at each trip, with the coal of such Company or person as said Robert S. McKaig, or his assigns, shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other Companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair, all of which said stipulations the said Lewis Hettenhouser covenants and agrees with the said Robert S. McKaig, and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Robert S. McKaig and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Lewis Hettenhouser is willing to execute these presents.

Now this Indenture Witnesseth, that the said Lewis Hettenhouser for & in consideration of the premises, hath granted, bargained and sold unto the said Robert S. McKaig the Canal Boat called "Neptune" to have and to hold the same forever. Provided, nevertheless, that if the said Lewis Hettenhouser shall, well and truly pay unto the said Robert S. McKaig or his assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And this Indenture further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of said Lewis Hettenhouser to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then, and in either event, the said Robert S. McKaig of his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper, printed in Cumberland City, to sell said boat at public sale, as Mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to the said Robert S. McKaig or his assigns, and if there be an overplus, the said Robert S. McKaig or his assigns, are to pay the same to the said Lewis Hettenhouser, of his assigns.

In Witness whereof the said Lewis Hettenhouser hath subscribed his name and affixed his seal.

Test: Andrew Gonder

Lewis Hettenhouser {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 14<sup>th</sup> day of October in the year of Our Lord 1863, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared the above named Lewis Hettenhouser and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified, that on this 14<sup>th</sup> day of Oct. 1863, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Robert S. McKaig, the Mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In Witness Whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.



Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 711, 5/1/1865.

At the request of Robert S. McKaig this Mortgage was recorded May 1<sup>st</sup> 1865.

This Indenture made this thirteenth day of April eighteen hundred & sixty five between Robert Platt of the City of Georgetown & District of Columbia of the one part & Robert S. McKaig of the City of Cumberland & State of Maryland of the other part. Witnesseth, whereas the said Robert Platt has sold to the said R. S. McKaig the canal team he now owns consisting of one large bay horse & one gray horse & two bay mare mules & their harness and also the lines & cabin rig now on the canal boat "R. Stewart" belonging to the said R. S. McKaig at & for the sum of three hundred dollars, the receipt whereof is hereby acknowledged & whereas the said Robert Platt is to have the use of the said team & rig until he repays to the said R. S. McKaig the said sum of three hundred dollars which he now owes to him & whereas he is anxious to secure to the said R. S. McKaig the aforesaid sum of money the said Robert Platt is willing to execute these presents. Now this Indenture Witnesseth that the said Robert Platt in consideration of the premises hath granted, bargained & sold & by these presents doth bargain, grant & sell unto the said R. S. McKaig, his executors, administrators & assigns, one large bay horse, one large gray horse & two bay mare mules & their harness & also the lines & cabin rig & fixtures now on the canal boat "R. Stewart" to have and to hold the same unto the said R. S. McKaig, his executors, Administrators and assigns, forever. Provided, nevertheless, & it is hereby declared to be the true meaning & intent of these presents that if the said Robert Platt shall well and truly pay unto the said R. S. McKaig, his executors, heirs, administrators or assigns the sum of three hundred dollars with the accruing interest then this instrument of writing & everything therein contained shall cease & be absolutely null & void; otherwise to be and remain in full force & virtue in law. In testimony whereof the said Robert Platt hereunto subscribes his name & affixes his seal.

Witness: J. B. Widener

Robert Platt {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this thirteenth day of April 1865 before the subscriber a Justice of the Peace of the State of Maryland in & for the County of Allegany personally appeared Robert Platt & acknowledged the foregoing instrument of writing to be his act & deed.

J. B. Widener

State of Maryland, Allegany County, S. S.:

I hereby certify that on this thirteenth day of April 1856 before the subscriber a Justice of the Peace of the State of Maryland in & for Allegany County personally appeared R. S. McKaig the mortgagee named in the foregoing mortgage & made oath in due form of law that the consideration stated in said mortgage is true & bona fide as therein set forth.

J. B. Widener

Allegany County Courthouse, Cumberland, MD, Deed Book 24, page 283, 3/30/1866.

At the request of Robert S. McKaig this Bill of Sale was recorded March 30<sup>th</sup> 1866.

Know all men by these presents that I Hiram Sellers of the City of Cumberland, County of Allegany and State of Maryland in consideration of the sum of seventy six dollars paid me by Robert S. McKaig of Cumberland, County and State aforesaid, do hereby bargain and sell to the said Robert S. McKaig the following property, to wit: Four tables, one roll of carpet, three planes, three stands, three stoves, one brace and bit, three bedsteads, one set of boat builder's tools, one set of augers from ½ inch to 2 inches, one wardrobe, two saws, one set of casing tools, one clock, two mauls, two squares, two looking glasses, one adze, one wrench, two tubs, two axes, one hatchet, one set of chisels and one drawing knife.

Witness my hand and seal this [30<sup>th</sup>] day of March in the year 1866.

Andrew Gonder

Hiram S. Sellers {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 30<sup>th</sup> day of March in the year 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Hiram Sellers and acknowledged the foregoing Bill of Sale to be his act and at the same time and place also personally appeared before me Robert S. McKaig the benxee in the said Bill of Sale and made oath that the consideration set forth in said Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 28, page 553, 2/24/1869.

At the request of Thomas J. McKaig this Mortgage was recorded Feb. 24, 1869.

This Mortgage made this twenty fourth day of February, eighteen hundred and sixty nine by me, Cornelius Slack. Witnesseth, that in consideration that Thomas J. McKaig of Allegany County, my accommodative note for one thousand (\$1,000) dollars payable at the Second National Bank at Cumberland, four months after date and has agreed to renew said instrument once or twice if I should require it and has also agreed to further endorse notes for me to the amount of one thousand dollars additional, making the whole sum to be endorsed by him amount to ten thousand dollars and to renew each instrument at least once. In consideration thereof I do hereby bargain and sell to the said Thomas J. McKaig the following property, to wit: all the silver plate and silverware such as forks &c. now in my possession and owned by me, my library consisting of a large number of miscellaneous books now in my dwelling house and owned by me, one piano now in my dwelling house and all my household and kitchen furniture now in the dwelling house in which I reside of every description. Provided that if I the said Cornelius Slack shall pay the said note now endorsed by the said Thomas J. McKaig at its maturity or the renewal or renewals thereof at its maturity and provided also if I shall pay the said notes to be endorsed hereafter at their maturity of their renewals and shall in every respect indemnify the said Thomas J. McKaig from all loss for or on account of all said endorsements, then these presents shall be void. Witness my hand and seal this 24<sup>th</sup> day of February 1869.

Test. Samuel Poole

Cornelius Slack {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 24<sup>th</sup> day of February 1869, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Cornelius Slack and acknowledged the foregoing deed to be her act and also personally appeared before me the before named Thomas J. McKaig & made oath upon the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage or Bill of Sale is true and bona fide as therein stated. Sworn before & certified by.

Samuel Poole, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 41, 6/12/1873.

At the request of F. Mertens this Mortgage was recorded June 12th 1873.

This Indenture, made this sixth day of June eighteen hundred and seventy-three, between J. V. L. McKaig of Allegany County, State of Maryland party of the first part and [Frederick Mertens] of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "J. R. Miller" at and for the sum of twenty hundred and twenty eight dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and to keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part, or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns, to fulfill and perform. Provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and his assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now, This Indenture, Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns, the Canal Boat called "J. R. Miller" to have and to hold the same unto the said party of the second part and his

assigns forever. Provided Nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or his assigns the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money, with the interest aforesaid, shall be fully paid and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained, shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments, on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or his authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said party of the first part, then and in either event the said party of the second part, or his assigns, or any duly authorized agent, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay first the expenses of such sale and advertisement and then the balance due to said party of the second part, or his assigns, of said purchase money and interest, and if there be any overplus the said party of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said J. V. L. McKaig hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Jas. M. Beall

J. V. L. McKaig {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6th day of June 1873, before the subscriber, personally appeared J. V. L. McKaig and acknowledged the foregoing instrument to be his act and deed.

Jas. M. Beall, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 6th day of June 1873 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Jas. M. Beall, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 42, p 244, 12/27/1873.

At the request of Richard Coulehan this mortgage was recorded Dec. 27, 1873.

This Mortgage made this 22nd day of December 1873 between J. V. L. McKaig, party of the first part, and Richard Coulehan, party of the second part, of Allegany County, State of Maryland. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Dr. R. S. McKaig," and the sum of Ten Hundred & Sixty Seven Dollars & Seventy six cents of the purchase money of said Canal Boat remains due & owing from said party of the first part to said party of the second part; which sum, together with interest thereon from the date of this mortgage, the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: The sum of Forty dollars for each and every trip the said Boat shall make on the Canal from Cumberland to Georgetown, Washington or Alexandria; and the said party of the first part covenants that said Boat shall be run as a night and day Boat during the boating season on the Chesapeake and Ohio Canal, excepting such times as navigation may be prevented by breaks on said Canal or strikes at the mines; and the said party of the second part shall have a right and are hereby authorized to demand and receive forty dollars for each of said trips from the Company or persons freighting said Boat until the said ten hundred & sixty seven dollars and seventy six cents and interest are paid in full, and to receipt for the same. And Whereas the foregoing provisions were part of the said Contract of Sale, and also the following, namely that the said party of the first part shall use said Boat in freighting coal from Cumberland to Georgetown, Washington or Alexandria, in regular trips as a day and night boat with as much expedition & regularity as can be attained; and to line said Boat in the line of some Company regularly engaged in the shipping of coal from Cumberland to Georgetown, Alexandria or Washington City; and to freight the same at the lowest current rates which shall be paid by the principal companies shipping coal by Canal between said points; and to keep the said Boat at all times in good & proper condition and repair; and not to assign or make over or by any act or deed, permit or suffer said Boat to be assigned or made over to any person or persons without the consent in writing of said party of the second part first had and obtained; all of which stipulations & provisions the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. And in order to secure to the said party of the second part and his assigns the regular & due payment of each and every installment of the said purchase money and the prompt and faithful performance of the covenants aforesaid, said party of the first part doth execute these presents. Now this Mortgage Witnesseth; that the said party of the first part, for and in consideration of the premises hath bargained & sold and by these presents doth bargain & sell unto the said party of the second part and his assigns, the said Canal Boat called "Dr. R. S. McKaig," to have and to hold the same unto the said party of the second part and his assigns forever; Provided that if the said party of the first part shall well and truly pay the said party of the second part or his assigns the aforesaid installments of purchase money, upon each and every trip as aforesaid until the said Ten Hundred and Sixty Seven Dollars & seventy six cents and interest shall be fully paid; and if the said party of the first part shall well and truly do & perform all the covenants on his part to be done and performed, as set forth in this Mortgage, then it shall be void; and provided further that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money and interest as hereinbefore provided, or in case of a failure to make regular trips as aforesaid with

said Boat, or in case of a failure to fulfill or perform any of the covenants, stipulations or provisions contained in this Mortgage to be done and performed by said party of the first part; then and in any such case or event it shall & may be lawful for the said party of the second part, or his assigns, to take immediate possession of said Boat and after ten days notice of the time, place, manner and terms of sale published in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale to the highest bidder for cash or on credit as they may deem best and said sale to be made in the City of Cumberland; and out of the proceeds of said sale, pay first the expenses of the sale & advertisement and then the balance of said purchase money and interest in full (all of which shall become due and payable upon any default in payment of any installment or any violation of any covenant or stipulation in this Mortgage) and the surplus if any shall be paid to the party of the first part. In Witness whereof the said John V. L. McKaig hath hereto subscribed his name and affixed his seal at the day and year above written.  
Teste: H. J. Flanagan  
J. V. L. McKaig {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty second day of December in the year 1873 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared John V. L. McKaig and acknowledged the foregoing mortgage to be his act and deed; and at the same time and place before me also appeared Richard Coulehan one of the Mortgagees named in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 45, p 265, 8/20/1875.

At the request of Doerner & Bender this Mortgage was recorded August 20th, 1875.

This Indenture, made this 24th day of July in the year of Our Lord 1875 between Weyand Doerner & Richard Bender of Allegany County, in the State of Maryland, of the first part and John V. L. McKaig, of Allegany County, in the State of Maryland, of the second part. Witnesseth, Whereas the said Doerner & Bender have this day sold to the said J. V. L. McKaig the canal steam boat and all appurtenances called "Alpha," at and for the sum of twenty two hundred dollars, and which the said John V. L. McKaig is to pay unto the said Doerner & Bender and their assigns, in monthly installments of ninety dollars each month of [the] boating season, until the entire purchase money is paid with interest from date, crediting the respective payments thereon, as of the time when such payments shall be made, and to keep said boat in proper repair, all of which said stipulations the said John V. L. McKaig hereby covenants and agrees with the said Doerner & Bender and their assigns, to fulfill and perform. And Whereas, the said John V. L. McKaig is anxious to secure unto the said Doerner & Bender and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Doerner & Bender and their assigns, the regular, prompt and due performance of the covenants aforesaid, the said John V. L. McKaig is willing to execute these presents. Now This Indenture, Witnesseth that the said John V. L. McKaig, for and in consideration of the premises hath granted, bargained and sold unto the said Doerner & Bender, the canal steam boat and all appurtenances called "Alpha" to have and to hold the same, forever. Provided, nevertheless that if the said John V. L. McKaig shall well and truly pay unto the said Doerner & Bender or their assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid until the whole shall be fully paid, and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue of the law. And This Indenture, further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said John V. L. McKaig to make regular payments on account of said purchase money as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then and in either event the said Doerner & Bender or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagees, to the highest bidder for cash or credit and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to the said Doerner & Bender or their assigns, and if there be an overplus, the said Doerner & Bender or their assigns are to pay the same to the said John V. L. McKaig, or his assigns. In witness whereof the said John V. L. McKaig hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

John V. L. McKaig {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 16th day of August in the year of Our Lord 1875, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared John V. L. McKaig and acknowledged the foregoing Mortgage to be his act.

Andrew Gonder, J.P.



State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 16th day of Aug. in the year of Our Lord 1875 before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Weyand Doerner, one of mortgagees in the aforesaid mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 54, p 520, 8/5/1880.

At the request of the State of Maryland this commission was recorded August 8th, 1880.

The State of Maryland: To William McMahan McKaig of Allegany County, Esq. Greetings, Be it Known that reposing special trust and confidence in your fidelity, courage, good conduct and attachment to the State of Maryland and the United States, you are by these presents constituted and appointed Aid-de Camp to the Governor of Maryland with rank of Colonel on his staff. You are therefore carefully to discipline the Officers and Soldiers under your command who are hereby strictly enjoined to obey you as their [blank] and in this and in all other respects you are diligently to discharge the trust committed to you by these presents according to the Constitution and Laws of this State and of the United States and such other Rules and Regulations as are or may be established under the authority thereof. This Commission to be in full force until lawfully revoked.

Given under my hand and the Great Seal of the State of Maryland at Annapolis this fourth day of August in the year of Our Lord one thousand eight hundred and eighty.

By the Governor,

William T. Hammilton

J. Wesley Watkins, Adjutant General

Delivered to William McMahan McKaig August 16<sup>th</sup> 1880.

I, William M. M. McKaig do swear that I will well and truly administer the Goods, Chattels, Personal Estate and Credits of John V. B. McKaig, late of Alleghany County Maryland, deceased, to the best of my knowledge, according to law, and will give a just account of my administration, when thereto I shall be lawfully called, and that I will diligently and faithfully regard, and well and truly comply with the Law imposing a tax on commissions allowed to Executors and Administrators, and a tax on Collateral Inheritances, Distributive Shares and Legacies, SO HELP ME GOD.

William M. M. McKaig

The above oath was taken and subscribed before me on this 14<sup>th</sup>

May day of 1892.

A. H. Darden

Register.

THE COURIER JOB PRINT.

Know all Men by these Presents,

<sup>We</sup>  
That William M. McKaig, D. J. Blackstone  
and B. A. Richmond

of Allegany County, and State of Maryland are held and firmly bound  
unto the State of Maryland aforesaid, in the just and full sum of  
Five Hundred Dollars, current

money of Maryland, to which payment well and truly to be made and  
done, we bind ourselves, our heirs, executors or administrators, jointly  
and severally by these presents.

Scaled with our seals, and dated this Fourteenth day of  
May eighteen hundred and ninety two

The Condition of the above Obligation is such,

That if the above bounden William M. McKaig  
shall well and truly perform the office of  
Administrator of John V. L. McKaig  
late of Allegany County, deceased, and shall in all respects discharge the  
duties of him required by law as Administrator  
aforesaid, without any injury or damage to any person interested, in the  
faithful performance of said office, then the obligation to be void; it shall  
otherwise remain in full force and virtue in law.

Signed, Sealed and Delivered  
in presence of

William M. McKaig (SEAL)  
D. J. Blackstone (SEAL)  
B. A. Richmond (SEAL)

Quse Estate of John V. L. McKaig  
Final Report of Administrator.

Quse Estate of John V. L. McKaig, deceased.

To the Honorable, the Judge of the Orphans Court for Allegany County.

The report of Wm. M. McKaig, administrator of John V. L. McKaig, deceased, in response to the citation of your Honorable Court to appear therein and settle an account respectfully shows:

That John V. L. McKaig died many years ago leaving no personal estate except as hereinafter stated, and that consequently no letters of administration were applied for or granted; That about a year ago in an amicable suit brought by H. H. Hastsack and geo. F. Kephart, Trustees, to perfect the legal title to certain leasehold property formerly owned by Elizabeth Borden it was discovered that the legal title to the same was in said J. V. L. McKaig, at his death, subject to a number of mortgages which much more than absorbed the whole value of said leasehold estate, but that in order to perfect said title it was necessary to have an administrator appointed for said J. V. L. McKaig, to the end that he should be made a party to said suit.

This respondent further shows that in order to perfect said title and to accommodate said trustees he procured himself to be appointed administrator, and by petition was made a party to said proceedings, that a decree was passed for a sale of said property, that it was sold and the proceeds distributed, but that the whole fund was much more than confirmed by prior heirs so that this administrator received nothing from said estate.

Your respondent further shows that he has received nothing from said estate, and no property of any kind, and knows of none and that there are no debts due or owing by said deceased and in short that there is absolutely no estate to administrate and he therefore makes this as a final report in the matter, and has no account to state and no funds in hand he is expectancy to report.

And as in duty I:

Wm. M. McKaig  
Per Benj. A. Richmond and  
D. J. Blackistone  
Attorneys for Respondent

State of Maryland, Allegany County, to wit: On this 6<sup>th</sup> day of June 1893 before me the subscriber, Register of Wills of said State in and for the County aforesaid personally appeared D. J. Blackiston Attorney for Wm. M. McKaig administrator of John V. L. McKaig deceased, and made oath in due form of law that the matters, facts and things set forth in the foregoing petition are just and true as therein set forth.

A. H. Dowden Register.

Filed June 6<sup>th</sup> 1893.

Recorded June 6<sup>th</sup>, 1893.