

THOMAS J. SILVER FAMILY HISTORY

Including the memories of
Glenn Reid
Alan Moorehead

Including the research of
Richard Ebersole

Written by
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C & O Canal Association Volunteer

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PREFACE

In May 2011 Glenn Reid contacted me by e-mail regarding his ancestor Thomas Jefferson Silver who had lived adjacent to the C. and O. Canal at the community of Two Locks (Locks 45 & 46) and had built or repaired canal boats. There was a boat named "Thomas Silver" hailing from Williamsport registered on 11/16/1852 to H. & T. Speaker, owner. Due to other commitments on my part, the query was filed away until Oct. 2011 when Glenn made contact again. This time we were able to schedule a visit to the area with Alan Moorehead. Mr. Dick Ebersole joined us; his ancestors had lived at Guard Lock 5 and Four Locks (Locks 47, 48, 49 & 50) and we have been compiling his family history. The four of us met at Dam No. 5 (Guard Lock 5), walked upstream to Lock 45 (a River Lock), then Lock 46 (with its characteristic mule cross-over bridge, abutments only today) and then traipsed through the woods to find the Silver home in ruins. There was an overgrown but obvious widewater area slightly upstream of Lock 46 where canal boats could have been brought for repair. We read: M.P. "107.62 Stonework here, semi-formal overflow. Path on berm to old log house in small valley. *Was basin here and Canal Co. boat repair facility associated with old house.*"¹ Thus we had a token supporting documentation and two descendents ready to help document this family history.

Dr. William H. Silver, Sr. of Beaver Falls, PA keeps a Silver Family Tree of 4,210 people. He supplied the initial listing of the family statistics at the end of this report. As obituaries, tombstones, newspaper reports, census reports, etc. were found, the statistics were updated. The data in the tabulation is believed to be the most accurate for this collection of Silvers.

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

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¹ Hahn, Thomas F., *TOWPATH GUIDE to the CHESAPEAKE & OHIO CANAL*, published by American Canal and Transportation Center, 25th Anniversary Edition, © 1997, p. 158.

The first record we found was of Thomas Silver and Ann E. Jordan getting married on Feb. 27, 1838 in Berkley, Virginia.² The family shows up in the 1860 census living in Clearspring, MD.³ Thomas was a carpenter with real estate valued at \$500 and a personal estate valued at \$75. His wife, Elizabeth, four of their children, Hannah, John, Lusetta and Lettie, were reported living in the household. Fredrick Henry, a 26 year old day laborer, was also reported living in the household. The Chesapeake and Ohio Canal had been open as far west as Hancock since 1840 and thus there would have been a demand for carpenters and boat builders in the Clearspring area. Besides home construction, local farmers would have wanted boats built to carry their farm products to market at Hancock, Williamsport, Shepherdstown, Sharpsburg, Harpers Ferry, and the other ports downstream. These boats would have been built to suit the farm products, mule or horse powered, and reused year after year.

The same 1860 census reported Thomas Mouse, age 27, occupation Lock Keeper, living in the adjacent dwelling, which would have been the lock house at Lock 46. Living with Thomas Mouse was this wife, Mary C., age 26, and their children: John E., age 3; Mary A, age 1; and Peter McCusky, age 45, no occupation given. Louis G. Stanhope, age 42, a farmer, lived in the next dwelling with his wife, Elizabeth, and their children: Caroline, age 6; Eliza, age 4; and Fannie, age 2. Also living with Louis and Elizabeth Stanhope were three farm laborers and a domestic; Louis' real estate was valued at \$70,000 and his personal estate was valued at \$300. The Louis Stanhope farm was a large operation. In the next dwelling lived Andrew Hammond, age 38, occupation Lock Keeper, with his wife Lorina, age 24, and their five children. Andrew Hammond would have been the lock tender at Lock 45, the River Lock. These families, and others in the immediate vicinity, may come into the story as residents of the community of Two Locks.

Interestingly, in 1865 Thomas N. (vice W.) Turner bought the canal boat called and known as "John E. Silver," taking a mortgage from the Central Coal Mining & Manufacturing Company to purchase the boat.⁴ The Company provided the purchase money; they did not necessarily construct the boat. Thomas N. Turner was indentured unto the Company to freight their coal or the coal of the company or person they designated, until the purchase money with interest was fully paid and then to continue to freight coal for the Company for the balance of the boating season. The mortgage is appended to this report. The registry of this boat was not found until 4/14/1873 when it was registered to F. A. Cannon of Washington County.⁵ So, we need confirmation that Thomas N. Turner (vice Thomas W. Turner) was the son-in-law to Thomas J. Silver. A check of the Allegany and Washington County Records did not reveal a mortgage by F. A. Cannon in 1873 to purchase the boat.

We read from a newspaper: "A break occurred on Tuesday in the Canal, just above Two Locks, near Williamsport. It will have taken all the present week to repair the damage. The business

² Ancestry.com *Virginia Marriages, 1740-1850*, [database on-line], Provo, UT, USA.

³ 1860 U. S. Census, Maryland, Washington County, Clearspring District, enumerated on 8/31/1850, p. 105.

⁴ Allegany County Courthouse, Cumberland, MD, Deed Book 24, p. 75, recorded 11/7/1865.

⁵ *REGISTERS ISSUED TO BOATS TO NAVIGATE THE CHESAPEAKE AND OHIO CANAL, 1873, 1874, 1875*, transcribed and available at <http://www.candocanal.org> in the historical documents section.

done on the Canal up to the occurrence of this accident has been fully up to expectations since the resumption of navigation."⁶

Now turning to the 1870 census it was reported that David Wiland, age 50, with occupation Boating & Lock Tender, would have been at Lock 46.⁷ Living with him were his wife, Mary, age 44; their three oldest sons: John H., age 25; James, age 23; and Joseph, age 21 who were all Boatmen. Son Edward, age 19, was reported as Lock Tender. Also living in the lock house were four other children. From the same census, on the following page, it was reported that Thomas Silver, age 79, Boat Builder was living in the adjacent dwelling. With him was his wife, Elizabeth, age 55, and their children: John, age 29, a Boatman; Mary E., age 21; Lucetta, age 19; and Lethe J., age 13. No day laborer was reported living with them.

In the same census, the living in the next dwelling was Samuel Clagett, age 39, a farmer, with his wife, Elizabeth, their four children and William Smith, a 45 year old Farm Laborer. We suspect that Louis Stanhope had sold his farm to Samuel Clagett and gone to work for the C. & O. Canal Company. A Louis Stanhope was involved with the Canal Company, but that is another story.

Then we read in the obituaries of a newspaper: "At Dam No. 4, on the 22nd inst. Mr. Thomas Silver, aged 73, 4 months and 17 days."⁸ We suspect it should have read Dam No. 5.

On March 1, 1873 Michael Quigley registered the canal boat "Robert B. Cropley" hailing from Cumberland. On March 3, 1873 T. N. Turner registered the canal boat "Thomas Drennen" hailing from Four Locks and T. A. Turner registered the canal boat "Joseph R. Haines" also hailing from Four Locks. Similarly on April 1, 1874 Thomas Turner signed a Deed of Trust in the amount of \$1,200.00 using his four mules, their harness and his grain boat called "William Marbury" as collateral.⁹ On September 23 1874 Thomas Newton Turner buys the canal boat "R. B. Cropley" and five mules from Michael Quigley for \$1,750.¹⁰ On Aug. 30, 1875 Thomas Turner buys the canal boat "John Douglas" for \$1,600 from Weld & Sheridan.¹¹ We suspect that this was Thomas N. Turner in all five cases and he was the son-in-law to Thomas J. Silver. Further research will be necessary.

From a newspaper we read: "**A Narrow Escape.** Last Friday Mrs. A. J. Browning, of Clearspring district, broke through the floor of Jacob Martin's cistern, near Two Locks, into water ten or twelve feet deep. There was no one there to render her assistance and she remained in the water for some time, suspended by her arms to the floor, but finally succeeded in rescuing herself without serious injury. Mrs. Browning was married only a month ago."¹²

"The same rains which caused the historic Johnstown Flood of June 1889 left the canal a total wreck. The canal company was unable to raise sufficient funds to repair the canal and found it necessary to declare bankruptcy. The Baltimore and Ohio Railroad (as the major bondholder)

⁶ *The Herald and Torch Light*, Hagerstown, Md., newspaper, Wednesday, 5/30/1866, p. 3.

⁷ 1870 U. S. Census, Maryland, Washington County, District No. 4, enumerated on 9/9/1870, p. 40.

⁸ *Herald & Torch Light*, Hagerstown, Md., newspaper, Wednesday, 7/30/1873, p. 2.

⁹ Allegany County Courthouse, Cumberland, MD, Deed Book 42, p. 543, recorded 5/13/1874.

¹⁰ Allegany County Courthouse, Cumberland, MD, Deed Book 43, p. 260, recorded 10/24/1874.

¹¹ Allegany County Courthouse, Cumberland, MD, Deed Book 45, p. 298, recorded 9/3/1875.

¹² *Herald & Torch Light*, Hagerstown, Md., newspaper, Thursday, 1/31/1889, p. 2.

offered to restore the canal, knowing that a railroad competitor was likely to buy the canal if there was a forced sale. The Maryland Circuit Court for Washington County at Hagerstown, Maryland, authorized the B. & O. Railroad to complete repairs and to operate the canal as a "last ditch" effort. The railroad company completed repairs to the canal in 1891 and it was back in operation in 1892."¹³

A wedding was reported: "**SMALL - SHUPP** - On Wednesday, December 17, at the parsonage of Zion Reformed Church, this city, by Rev. J. Spangler Kieffer, D.D., Mr. Harry S. Small and Miss Annie E. Shupp, both of Two Locks, this county."¹⁴

Then we read: "**Two Aged Geese**. Mr. William H. Dellinger, of near Two Locks, this county is the owner of two robust and healthy geese. They are handsome specimens of their species but this is not their most distinguishing characteristic. They have reached the dignified and venerable age of twenty years, one score, and have been tenants of Mr. Dellinger's barn yard for just this space of time. Mr. Dellinger has naturally become greatly attached to the loquacious creatures and dreads the thought of [the] approaching but inevitable dissolution."¹⁵

Later that year we read: "**Dellinger Store Robbed**. William H. Dellinger's store, Two Locks, was last week robbed of about \$10 in cash and tobacco and groceries amounting to about \$5, while Mr. Dellinger was at dinner. The man who did it is marked and Mr. Dellinger says he knows who is the thief, and that on several occasions before his till had been robbed by the same person. The man effected an entrance from a corn-crib through a door into the store and took the money from a drawer."¹⁶

The next year we read: "W. H. Dellinger and son seined the canal near Two Locks. They caught a bushel of fish, among which were five German carp."¹⁷

Control of the Locks: "Andrew Snyder, of Ash, who was engaged for many years in boating coal on the canal, will take charge of Two Locks, when navigation is resumed."¹⁸

¹³ Hahn, Thomas F., *THE C. & O. CANAL BOATMEN - 1892-1924*, Published by the American Canal & Transportation Center, © 1980, p. 9.

¹⁴ *Herald & Torch Light*, Hagerstown, Md., newspaper, Thursday, 12/25/1890, p. 3.

¹⁵ *Herald & Torch Light*, Hagerstown, Md., newspaper, Thursday, 1/12/1893, p. 5.

¹⁶ *Herald & Torch Light*, Hagerstown, Md., newspaper, Thursday, 12/7/1892, p. 5.

¹⁷ *Herald & Torch Light*, Hagerstown, Md., newspaper, Thursday, 2/1/1894, p. 5.

¹⁸ *Herald & Torch Light*, Hagerstown, Md., newspaper, Thursday, 2/22/1894, p. 8.

Accident at the boat repair facility: "Harry Troup, of Williamsport, a carpenter in the employ of the canal company, nearly severed his right foot with an axe while at work on the repairs being made at Two Locks."¹⁹

We read from the Death Record of a newspaper:

"Thomas Little, a Veteran Canal Man.

Thomas Little, thirty years an employee of the Chesapeake and Ohio Canal, died on Monday evening, Aug. 5, at his house near Two Locks, aged about 85 years. Mr. Little was a level walker and was on active duty until almost the time of his death. For a number of years before the war, Mr. Little was a stage driver between Hagerstown and Martinsburg, being in the employ of Mealev and Cowdy, of Hagerstown who owned the stage line. He was twice married his first wife being Miss Eliza Davis of Hagerstown. Children survive from both unions. Funeral Thursday from his late home; interment at Williamsport."²⁰

In the photograph to the right, circa 1900, William Edward Silver was standing on the left and Samuel Loudon Silver on the right, at the front steps to their home just upstream of Lock 46.



In the photograph to the left,

also circa 1900, is the John Edward Silver family. Standing in the back row, left to right, were grown children Samuel Loudon, Carrie Virginia, Amelia May and William Edward Silver. Seated in front were parents John Edward and Martha Jane Perrell Silver.

The 1900 census reported that John Silver, age 54, a day laborer, was living in census dwelling 367 with his wife, Martha, age 50, she had had 4 children all of whom were then still living.²¹ The children were: William, age 20; Samuel, age 16; Amelia, age 15; and Carrie, age 13, all were single. The same census reported Andrew Snyder, age 64, Lock Keeper [Locks 45 & 46], was living in census dwelling 372 with his wife, Sarah, age 57, she had had 11 children 7 of

¹⁹ *Herald & Torch Light*, Hagerstown, Md., newspaper, Thursday, 8/8/1895, p. 7.

²⁰ *Herald & Torch Light*, Hagerstown, Md., newspaper, Thursday, 8/15/1895, p. 2.

²¹ 1900 U. S. Census, Maryland, Washington County, District No. 4, enumerated on 6/26/1900, p. 20.

whom were then still living.²² Living with them were their children: William, age 19; Clara A., age 29; Lloyd, age 18; and Macie, age 16. William's occupation was Lock Tender; which is all consistent with the newspaper report of 2/22/1894.

Note also in the same census that Tunis Newkirk, age 49, occupation Merchant, was living in census dwelling 369 with his wife, Virginia, age 41, and their six children.²³ So between the Silver home and Lockhouse 46 was located the Newkirk store; probably the structure located on the berm side of the Lock 46.



In the above photograph, circa 1908, on the left was Martha Jane Perrell Silver holding her granddaughter, Edna Virginia Silver and on the right was John Edward Silver. Edna was raised by her single mother, Amelia Mae Silver, with financial support from Albert McGruder. John Edward Silver died in 1909, his obituary remains to be found.

We can confirm that John E. and Mattie Silvers lived in the Big Springs area; their mail address was: Big Spring, R.F.D. 1.²⁴

The 1910 census reported Matty J. Silver, age 60, widowed, was still living in the family home, census dwelling 34.²⁵ Living with her were son Samuel L., age 28; daughter Amelia V., age 28; and granddaughter Edna V., age 3. Samuel was a laborer, no other family member had a reported occupation. In the very next dwelling, census dwelling 35, lived John E. Mouse, age

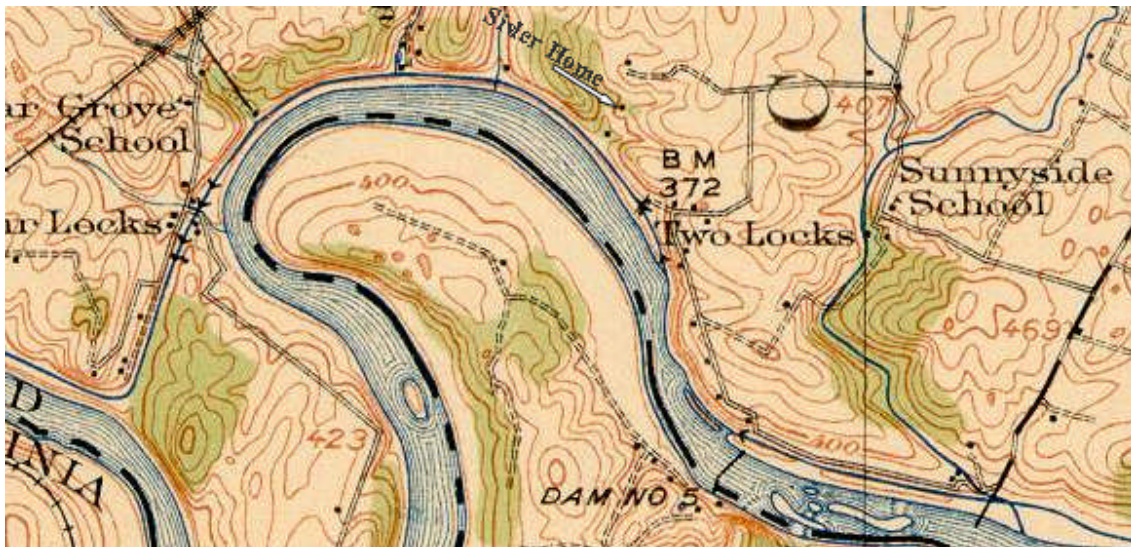
²² *Ibid.*

²³ *Ibid.*

²⁴ *Washington County Directory for 1908 - 1909*, John C. Randall, Publisher, Shepherdstown, W. Va. 1908.

²⁵ 1910 U. S. Census, Maryland, Washington County, District No. 4, enumerated on 4/22/1910, p. 8B.

53, occupation Lock Tender.²⁶ That would be Locks 45 & 46. Living with him were his wife, Mary G., age 46; and their five sons and one daughter. The three oldest sons reported their occupation as Laborer on Canal while the 17 year old son, John D., listed his occupation as Lock Tender; he would have worked at Lock 45.



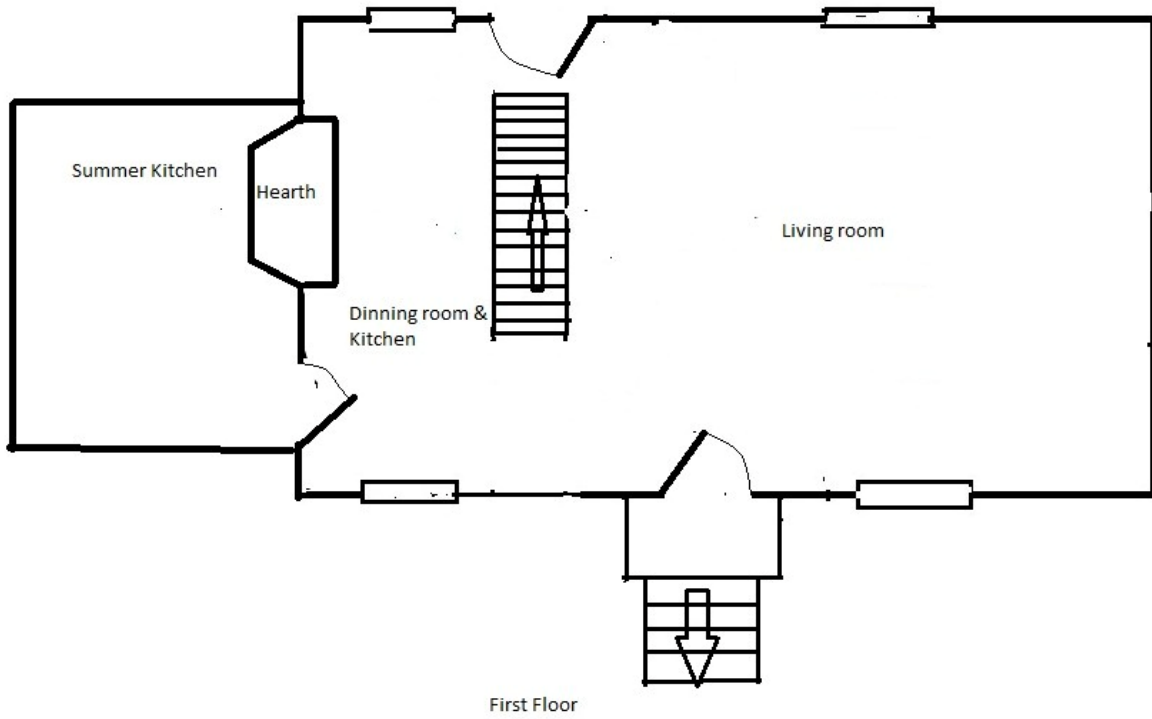
The above 1910 U.S.G.S. topographical map portion is of the area surrounding Two Locks. Dam No. 5 was marked and the island upstream of Guard Lock 5 was evident. Lock 45 was the River Lock, than Lock 46 was where the mule cross-over bridge was located. Note the short gravel road access to Lock 46 (just above the T in Two Locks); that gravel road became a one lane dirt road following the contour of the hillside around to the Silver Home, marked by a white arrow. The other structure between the Silver Home and the Canal remains unidentified.



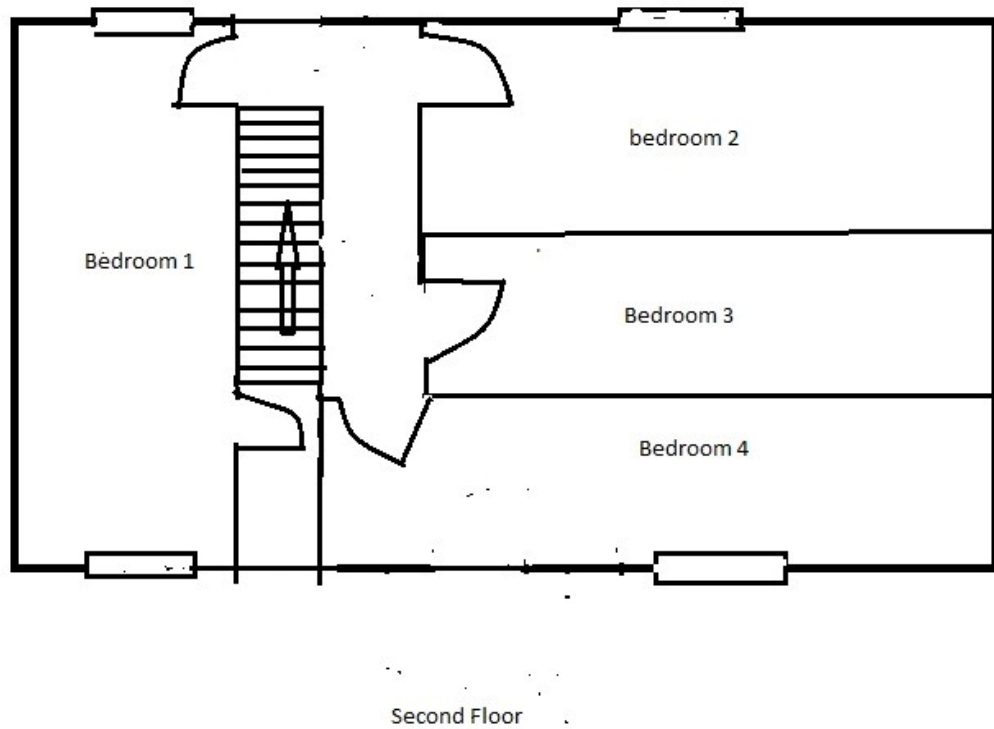
The undated photograph to the right shows the intact Silver home, although at the time it had been abandoned, the roof was in disrepair and the understory was reclaiming the former lawn. The front door was in the middle of the house side; there were steps up to the door as indicated by the previous photograph of William Edward Silver and Samuel Loudon Silver. The chimney heated the house on the inside

²⁶ *Ibid.*

while there was also an "outdoor" hearth in the covered summer kitchen; the door at the edge of the house led into the summer kitchen, as shown below:



The one set of stairs led up to the bedrooms:



Earlier we had mentioned a Tunis Newkirk, Merchant, at Lock 46 and the possibility that the structure located on the berm side of Lock 46 was his store.



The above undated National Park Service photograph shows a canal boat exiting Lock 46, the lock house was behind the trees to the left. The structure astride the by-pass flume was possibly the Newkirk store. The small white structure was the lockkeeper's shanty and the tow-boy and his mules were to the right. Hidden in the darkness is the mule cross-over bridge shown below:





The above NPS photograph of the lockhouse was taken in Sept. 1959. The stone portion is still there today and thus we feel confident that when John Mouse took over lock tending duties before the 1910 census, the house looked similar.

We note that Hannah V. Silver had married Thomas W. Turner circa 1863 and they had five children, all sons. Thomas Turner must have died sometime before 1920 because we find from the 1920 census that both son, Thomas E. Turner, and son, Harry Turner, had removed to Springfield, Clark County, Ohio and that Hannah V. Turner was then living with her oldest son, Thomas E. Turner.²⁷

²⁷ 1920 U.S. Census, Ohio, Clark County, Springfield City, enumerated on 1/5/1920, p. 4A and on 1/7/1920, p. 3A.

SILVER FAMILY VITAL STATISTICS

Name	Rel.	Born	Married	Died	Born in
Thomas J. Silver	hus	1800	2/27/1838	7/22/1873	Virginia
Ann Elizabeth Jordan	wife	1815		1873	Virginia
Molly Silver	dau				Virginia
William Frank Silver	son	1839		1840	Virginia
Margaret Ann Silver	dau	1840		1930	Virginia
Hannah V. Silver (Turner)	dau	1842		1930	Virginia
John Edward Silver	son	1844		1909	Virginia
Mary Elizabeth Silver	dau	1847		1936	Maryland
Lusetta Ellen Silver	dau	1849		1900	Maryland
Lettie Jane Silver	dau	1855		1900	Maryland
Thomas W. Turner	hus	3/1840	1863		Maryland
Hannah V. Silver	wife	10/1842		1930	Virginia
Thomas E. Turner	son	3/1865	1903?		Maryland
Harry C. Turner	son	1/1868			Maryland
Elvin Turner	son	1875			Maryland
Frederick Turner	son	11/1877			Maryland
Charles K. Turner	son	2/1880			Maryland
John Edward Silver	hus	12/1845	1879	1909	Virginia
Martha Jane Perrell	wife	10/1849		1921	Virginia
William Edward Silver	son	11/1879		1913	Maryland
Samuel Loudon Silver	son	10/1883		1925	Maryland
Amelia May Silver	dau	9/1884		1949	Maryland
Carrie Virginia Silver	dau	12/1886			Maryland
Amelia May Silver		1884			Maryland
Edna Virginia Silver	dau	1907			Maryland

Allegany County Courthouse, Cumberland, MD, Deed Book 24, p. 75, 11/7/1865.

At the request of the Central Coal Mining & Manufacturing Co. this mortgage was recorded Nov. 7th 1865.

This Indenture made this seventh day of November eighteen hundred and sixty five between Thomas N. Turner of Allegany County State of Maryland party of the first part; and the Central Coal Mining & Manufacturing Company 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 John E. Silver at and for the sum of twenty two hundred dollars which 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: Seventy five dollars per trip for the first eight trips said boat shall make which for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, fifty dollars per trip until the entire purchase money with interest from date is paid, crediting the respective payments thereon as of the times when such payments shall be 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 said boat promptly at each trip with the coal of such company or person as the said party of the first [sic. second] part shall direct and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company, and 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 to any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid to the end of the season of navigation in the year when the last payment of purchase money under this present instrument shall be made, all of which stipulations the said party of the first part hereby consents and agrees with the said party of the second part and its assigns to fulfill & perform.

And whereas the said party of the first part is anxious to secure unto the said party of the second part and its 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 its 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 its assigns the Canal Boat called John C. Silver to have and to hold the same unto the said party of the second part and its 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 its assigns the aforesaid installments of purchase money upon each and every trip as aforesaid until the whole purchase money with the interest as 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 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 its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making each trip 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 its 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 pay first the expenses of such sale and advertisement and then the balance due to said party or its assigns of said purchase money and interest and if there be an overplus then the said party or its assigns are to pay the same to the said party of the first part. In Witness Whereof the said Thomas N. Turner hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Thomas N. Turner {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this seventh day of November 1865 before the subscriber personally appeared Thomas N. Turner and acknowledged the aforesaid 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 seventh day of November 1865 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw mortgagee in the foregoing mortgage and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the aforesaid mortgage is true and bona fide as herein set forth and that he is the Agent of and authorized by the Central Coal Mining & Manufacturing Co. to make such affidavit. 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 42, p. 543, 5/13/1874.

At the request of the James H. L. Hunter, Trustee, this Deed was recorded May 13, 1874.

This Deed made this 1st day of April 1874 between Thomas Turner of the first part, and James H. L. Hunter, Trustee of the second part. Witnesseth, that the said Thomas Turner doth grant unto the said Trustee, the four mules, named Nell (light bay mare mule), 1 gray mule, Rose (Iron Gray) , 1 brown mule named "Fran" 1 brown horse mule "Mike" & the Grain Boat named "William Marbury" & four sets boat harness, stove &c. to indemnify Oliver Sherman, as surety of the said Thomas Turner, in certain bonds for \$1,200.00 dated & payable as follows, viz: one bond for \$400.00 dated the 1st day of April 1874 & payable five months after date, with interest. One bond for \$400.00 dated the 1st day of April 1874 & payable eight months after date, with interest. One bond for \$250.00 dated 1st day of April 1874 & payable 12 months after date, & with interest. One bond for \$150.00 dated the 1st day of April 1874 & payable 15 months after date, with interest. The said Thomas Turner further binds himself to pay to the Trustee or said Oliver Sherman, Fifty Dollars on each and every trip the said Boat called the "William Marbury" makes within _____ until the Twelve Hundred Dollars are fully paid & with the interest thereon accruing. It is further agreed by the said Turner for the said Sherman, that he the said Sherman has full authority & power to take full control & possession of the said Mules, Boat, Harness &c., &c. whenever the said Turner fails to pay the \$50.00 trippage or forfeits. The express & implied terms of this Deed of Trust, this property including the Mules, Boat, Harness, &c., &c. is to remain the said Sherman's in every respect & partioner until the amount of \$1,200.00 & interest is fully paid & satisfied. The said Turner further binds himself to put no obstacles or hindrances in the way of said Sherman's' authority and control over said Mules, Boat, Harness, &c., &c. and will be willing further to _____ to the said Sherman, if the said Turner shall well & truly pay, or cause to be paid, the above described notes, & interest & cost & charge of this Trust, then the said Oliver Sherman, shall reconvey the property aforesaid to the said Thomas Turner or his assigns. In witness whereof, I the said Thomas Turner have hereunto set my hand and seal this 1st day of April 1874.

Signed, Sealed and delivered
in the presence of James H. L. Hunter

Thomas Turner { Seal }

Allegany County Courthouse, Cumberland, MD, Deed Book 43, p. 260, 10/24/1874.

At the request of Michael Quigley, Trustee, this Mortgage was recorded Oct. 24, 1874.

This Indenture made this 23rd day of September, eighteen hundred and seventy four between Thomas Newton Turner of Washington County, State of Maryland, party of the first part, and Michael Quigley 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 "R. B. Croyley" and also one Bay Horse Mule 7 years old called "Juck" one Black Horse Mule 6 years old called "Dick" one Bay Mare Mule 5 years old called "Jule" one iron gray mare mule 5 years old called "Kate" and one iron gray mare mule 6 years old called "Bird" at and for the sum of seventeen hundred and fifty dollars, which 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: 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 interest is fully paid, crediting the respective payments thereon as of the time when each payment shall have been made. And whereas it was a 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 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 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 or any of said Mules 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 had 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 said company or its agents; but in case of a glut of boats, or in case of such default, either in loading or unloading, happens from any other cause than personal default of the said company or its agents, 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 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 "R. B. Cropley" and the said above described five Mules, 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 interest as 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 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 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 the 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 upon credit; and out of the proceeds of such sale 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 an overplus the said party or his assigns are to pay the same to the said party of the first part. In witness whereof, the said Thomas Newton Turner hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. Wm. Jones.

T. N. Turner {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty third day of September 1874 before the subscriber, personally appeared Thomas Newton Turner and acknowledged the foregoing instrument to be his act and deed.

J. Wm. Jones, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twenty third day of September 1874 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Michael Quigley 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. Wm. Jones, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 45, p. 298, 9/3/1875.

At the request of Weld & Sheridan, this Mortgage was recorded Sept. 3rd 1875.

This Indenture made this 30th day of August eighteen hundred and seventy five, between Thomas Turner of Jefferson County, State of West Virginia of the first part and Henry Thomas Weld & Thomas Sheridan of Allegany County, State of Maryland of the second part. Whereas the said Weld & Sheridan have this day sold to the said Turner the Canal Boat called "John Douglas" at and for the sum of sixteen hundred dollars, which the said Turner is to pay unto the said Weld & Sheridan and their assigns in installments of thirty dollars cash for each and every trip, made by said Boat from Cumberland to Georgetown, Alexandria or Washington City and intermediate points until the entire purchase money is paid, with interest thereon from this 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 between the said Turner and the said Weld & Sheridan that the said Turner shall use the 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 give a preference in freighting the coal of such company or person as said Weld & Sheridan may from time to time direct; provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading and keep said boat in proper repair, all of which said stipulations the said Turner hereby covenants and agrees with the said Weld & Sheridan and their assigns to fulfill and perform. Provided Always, that if from any cause whatsoever, said Weld & Sheridan shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld & Sheridan to the service of that Boat for that trip is cancelled, except so far as their right to claim the trip money is concerned. And Whereas the said Turner is anxious to secure unto the said Weld & Sheridan and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld & Sheridan and their assigns the regular, prompt and due performance of the covenants aforesaid, and the said Turner is willing to execute these presents. Now this Indenture Witnesseth, that the said Turner for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Weld & Sheridan, their executors, administrators and assigns, the Canal Boat called "John Douglas" to have and to hold the same unto the said Weld & Sheridan, their executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Turner shall well and truly pay unto the said Weld & Sheridan, their executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid, and if the said Turner 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 Turner 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 Turner to freight for the Company or person designated by said Weld & Sheridan, or in case of a failure or neglect to use

all diligence, care and skill in making such trips with said boats as before mentioned, or in case said boat is not kept in proper repair, 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 Turner, then and in either event the said Weld & Sheridan, or their assigns, are 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 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 advertisement, and then the balance due to said Weld & Sheridan, or their assigns, of said purchase money and interest. In Witness whereof the said Turner hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Thomas Turner {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 30th day of August 1875 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Thomas Turner 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 2nd day of September 1875 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Thomas Sheridan one of the firm of Weld & Sheridan, one of 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 hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.