

COMPILATION OF  
FREEMAN RAWDON & WILLIAM R. L. WARD  
MORTGAGES  
1845- 1853  
ALLEGANY COUNTY, MD

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## A. PREFACE

After some research in the Allegany County Courthouse records, the General Index to Miscellaneous Instruments (Vol. A to J and Vol. K to Z) was found and it was from that second volume that most of the following records were found. The records found for canal boat mortgages, presumably were for new boats built in the William R. L. Ward Boat Yard. The records were also searched for every indenture of the two principals and included herein to aid future researchers.

On Dec. 5, 1850 Wm. R. L. Ward leased a parcel of land from David Shriver for ninety nine years, renewable.<sup>1</sup> Then on Jan. 25, 1851 he leased an adjoining parcel of land from Thomas I. McKaig, Trustee, for ninety nine years, renewable.<sup>2</sup> This parcel of land, his new boat yard, extended from South Mechanic Street to the Little Basin and apparently included the Hudge and Company Building located on the north side of the Unnamed Basin.

Notice in the Tabulation of Mortgages that at least 12 canal boats were contracted for on or about 7/25/1850 (before the canal actually opened) and those 12 were registered on 3/29/1851. But William R. L. Ward did not lease his first piece of land for his boatyard until Dec. 5, 1850 and the second piece of land on Jan. 25, 1851. So it appears that in two months he built a boat yard and therein twelve canal boats; amazing. We have not found that contract yet. We suspect that since Freeman Rawdon was from New York City, the contract was recorded there. We have the data from the Bill of Sale dated 11/17/1851,<sup>3</sup> which suggests that the other six boats for Freeman Rawdon were contracted at a subsequent time and had later delivery times, although the price per boat was retained. William R. L. Ward must have lost money on those eighteen boats because when Michael A. Meyers bought Mr. Ward's interest in the boats, it took \$2,500 consideration, about \$140 per boat.

On July 9, 1851, the Canal Company granted Wm. R. L. Ward, operator of the New York-based Cumberland Line, to run a steam packet boat on the canal, free of tolls.<sup>4</sup> On December 31, 1851 William R. L. Ward establishes a line of credit with the Mineral Bank of Maryland for up to \$3,500 using his two parcels of land (the boatyard) as collateral.<sup>5</sup> The Astor Coal Mining Company bought two boats from William R. L. Ward as recorded in the Bill of Sale dated 1/8/1852.<sup>6</sup> They cited a previously bought boat, the "Harry Tyson," as what they were expecting. The 1851 Register of Boats indicated that the "Miner" and "Harry Tyson" were registered at the same time, on 9/5/1851, with Astor Coal Mining Company as the registered owner. Thus we suspect that William R. L. Ward built those two canal boats. The contract has not been found.

Mr. Ward proceeded to build the steam packet boats "Fashion of Cumberland," "Belle of Williamsport" and "President" with the Mineral Bank of Maryland financing the construction.<sup>7</sup>

On April 18, 1852 a heavy thunderstorm and two days of pouring rain resulted in both Wills Creek and the Potomac River overflowing their banks, The water passed into the canal basin around the

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<sup>1</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 7, p. 101, recorded 3/4/1851.

<sup>2</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 7, p. 133, recorded 3/12/1851.

<sup>3</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 7, p. 690, recorded 11/17/1851.

<sup>4</sup> Unrau, Harlan D., *History of the C & O Canal*, USDI, NPS, C&O Canal NHP, Aug. 2007, Chapter 7, p. 356.

<sup>5</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 8, p. 77, recorded 12/31/1851.

<sup>6</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 8, p. 95, recorded 1/8/1852.

<sup>7</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 8, p. 244, recorded 2/28/1852.

outlet locks and flooded Ward's boat yard and the wharves and warehouses around Shriver's Basin. The canal was not reopened until July 1852.

The Cumberland Coal & Iron Company bought six boats, on 5/17/1852, from William R. L. Ward.<sup>8</sup> All six boats had been previously registered to Washington Coal Co. on 5/8/1851, which suggests that Washington Coal Co. had defaulted in their installment payments on the purchase money; William R. L. Ward had repossessed the boats and then sold them to the Cumberland Coal & Iron Company. The contract with Washington Coal Co. has not been found.

William R. L. Ward apparently did reopen his boat yard after the 1852 flood and completed "Juno of Georgetown" and had a second boat on the stocks when he had to seek financial relief from the Mineral Bank of Maryland by accepting a mortgage on the two boats.<sup>9</sup> Financial problems continued to plague Mr. Ward; on Oct. 27, 1852 he took a mortgage on his three steam packet boats, "Fashion of Cumberland," "Belle of Williamsport" and "President" plus the canal boat "Juno of Georgetown" and the new boat still on the stocks.<sup>10</sup> On Nov. 11, 1852, William R. L. Ward sold his two leases to Henry Thomas Weld.<sup>11</sup> On Nov. 12, 1852 Mr. Ward took a mortgage on his canal boat "Juno."<sup>12</sup> He still was not out of debt; on Nov. 18 1852 he took a mortgage on the canal boat "Ceres" which was the name of the boat previously mentioned as being on the stocks. On Jan. 1, 1853 Mr. Ward delivered to Henry Thomas Weld the boatyard, with office, carpenter shop, dry dock, and appurtenances.

Volunteers and visitors are encouraged to read the enclosed mortgages as their time and interest permits. Feel free to send additional observations for the benefit of other volunteers and visitors. This revision was made necessary by the discovery of the 12/31/1851 Mortgage with Mineral Bank of Maryland, now included.

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Revised November 2010  
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<sup>8</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 8, p. 365, recorded 5/17/1852.

<sup>9</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 8, p. 626, recorded 9/4/1852.

<sup>10</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 8, p. 695, recorded 10/28/1852.

<sup>11</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 9, p. 63, recorded 11/25/1852

<sup>12</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 8, p. 735, recorded 11/25/1852.

William R. L. Ward Canal Boat Mortgages 1851 - 1852, Allegany County, MD

Owner's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost	Date First Registered
Freeman Rawdon			7/25/1850	Freeman Rawdon	\$1,300	3/29/1851
Freeman Rawdon			7/25/1850	G. W. Riggs, jr	\$1,300	3/29/1851
Freeman Rawdon			7/25/1850	Martin Hoffman	\$1,300	3/29/1851
Freeman Rawdon			7/25/1850	Mary R. Zimmerman	\$1,300	3/29/1851
Freeman Rawdon			7/25/1850	Miles Standish	\$1,300	3/29/1851
Freeman Rawdon			7/25/1850	H. H. Casey	\$1,300	3/29/1851
Freeman Rawdon			7/25/1850	Anna Woodward	\$1,300	3/29/1851
Freeman Rawdon			7/25/1850	Mary L. Rawdon	\$1,300	3/29/1851
Freeman Rawdon			7/25/1850	Mary R. Hale	\$1,300	3/29/1851
Freeman Rawdon			7/25/1850	Louisa	\$1,300	3/29/1851
Freeman Rawdon			7/25/1850	C. F. Mudge	\$1,300	3/29/1851
Freeman Rawdon			7/25/1850	Emily Hoffman	\$1,300	3/29/1851
Freeman Rawdon			7/25/1850	Josephine Seaton	\$1,300	4/25/1851
Freeman Rawdon			7/25/1850	David Shriver	\$1,300	4/25/1851
Freeman Rawdon			7/25/1850	C. H. Ohr	\$1,300	4/25/1851
Freeman Rawdon			7/25/1850	P. B. Petrie	\$1,300	4/25/1851
Freeman Rawdon			7/25/1850	Yankee	\$1,300	5/31/1851
Freeman Rawdon			7/25/1850	N. S. Benton	\$1,300	5/31/1851
Astor Coal Mining Co.				Miner		9/5/1851
Astor Coal Mining Co.				Harry Tyson		9/5/1851
Astor Coal Mining Co.	8	95	1/8/1852	Lowell Holbrook	\$2,100	3/23/1852
Astor Coal Mining Co.	8	95	1/8/1852	Harry Coggill	\$2,100	3/23/1852
Washington Coal Co.				General Tyson		5/8/1851
Washington Coal Co.				Colonel Young		5/8/1851
Washington Coal Co.				James Boyce		5/8/1851
Washington Coal Co.				H. B. Loomis		7/5/1851
Washington Coal Co.				Francis Bloodgood		7/5/1851
Washington Coal Co.				O. W. Sturtevant		8/15/1851





At the request of James Brown & others the following Covenant was recorded July 30th 1845.

To all to whom these presents shall come. The Maryland Mining Company, a corporation created by an act of the General Assembly of the State of Maryland, sends Greetings. Whereas Brown Brothers and Company, Joseph W. Alsop, Freeman Rawdon, Martin Hoffman and divers other persons have subscribed to a certain Agreement in writing entitled "Loan to the Maryland Mining Company" by which the subscribers thereto severally agree to lend unto the said Company certain sums of money on certain conditions therein expressed. And whereas in and by one of the said conditions James Brown, Joseph W. Alsop and Freeman Rawdon, all of the City of New York, parties of the second part hereto were appointed the trustees for such persons as either were already or may hereafter become subscribers to the said Agreement. And whereas the said Agreement hath been placed in the hands of the said parties of the second part as such trustees with authority to receive such further subscriptions thereto as they may deem expedient provided the whole amount subscribed for does not exceed Three hundred thousand dollars. And whereas the said Company in order to secure the payment with interest of all monies which shall at any time hereafter become due unto such persons as either have already or may at any time hereafter become subscribers to the said Agreement hath executed unto the said parties of the second part as trustees as aforesaid its Bond securing the payment of Three hundred thousand dollars on the first day of May one thousand eight hundred and fifty five with interest at the rate of six percent per annum. And whereas it has been further agreed and provided that the subscribers to said Agreement shall pay to the Trustees under said Agreement the amounts respectively subscribed by them in installments and that whenever any subscriber shall have paid the full amount of his subscription, he shall receive from the said Company interest thereon at the rate of six percent per annum from the several dates of the payment of the same up to the date of the last installment and also a bond or bonds of the said Company bearing date on the day of the payment of such last installment and securing the payment of the whole amount of his subscription on the first day of May one thousand eight hundred and fifty five at the office of the said Company in the City of New York with interest thereon at the rate of six percent per annum payable at the said office half yearly on the first days of May and November and declaring such bond to be secure by all securities made and delivered by the said Company to any persons who now are or at any time hereafter shall become trustees under the said Agreement.

And whereas it has been further agreed and provided that whenever any Bond shall be given by the said Company to any person who either has already or may hereafter become a subscriber to the said Agreement then the persons who shall at the time be trustees under the said Agreement shall surrender the said Bond for Three hundred thousand dollars or any substituted bond made to them by the said Company which shall then be held by them and receive from the said Company a new Bond the same in all respects except the amount secured thereby which new bond shall secure the payment of the amount of the Bond so surrendered less the amount of the bond then issued to such subscriber so that the bonds issued by the said Company to the subscribers to said Agreement and to their trustees at any time outstanding shall always amount to the sum of Three hundred thousand dollars. And whereas it is one of the conditions of the said Agreement that the persons who either have already or may at any time hereafter become subscribers to the said Agreement shall have power to fill all vacancies caused by any inability to serve or resignation of a trustee in the manner in the said Agreement specified.

Now therefore know all men by these presents that the said Maryland Mining Company in consideration of the premises and of one dollar to the said Company paid by the said parties of the second part the receipt whereof is hereby acknowledged hath covenanted, promised and agreed and by these presents doth covenant, promise and agree to and with the said parties of the second part and to and with all other persons who shall at any time hereafter become trustees under the said Agreement and to and with each of them that the said Company and its successors will whenever it shall be required by any person who shall at any time be trustee under the said Agreement execute and deliver all Bonds which shall be requisite in order to fulfill all or any of the above recited agreements, provisions and conditions and will also on the payment by any subscriber of the last installment of his subscription pay him interest on the installments theretofore paid by him in the manner hereinbefore recited and will also devote one half of the net profits of the said Company and all income derived from any investment of the same to the purchase of Bonds issued by the said Company under the said Agreement or of their securities approved by the persons who shall at the time be the trustees under the said Agreement and deliver the Bonds and securities so purchased unto the said trustees to be held by them as security for the payment of all Bonds issued by the said Company under the said agreement. In virtue whereof the said Maryland Mining Company hath hereunto affixed its corporate seal and caused the same to be signed by their President and Secretary this day of April one thousand eight hundred and forty five.

Sealed & delivered in the presence of:  
John C. Wellstood

Horatio Allen, Pres. M. M. Co.  
Wm H. Whiting, Sec. M. M. Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 6, p 312, 10/12/1850.

At the request of Freeman Rawdon the following Mortgage was recorded Oct. 12th 1850.

This Indenture made this fifth day of October in the year of our Lord one thousand eight hundred and fifty between The Maryland Mining Company, incorporated by an Act of the General Assembly of Maryland passed December session 1828, Chapter 170, of the one part; and Freeman Rawdon of the City of New York in the State of New York of the other part. Whereas the said Maryland Mining Company owes and stands justly indebted to the said Freeman Rawdon in the sum of fifty thousand dollars current money and to secure the payment thereof is willing to execute these presents. Now this Indenture Witnesseth that the said Maryland Mining Company for & in consideration of the premises and of the sum of ten dollars, current money, to it in hand paid by the said Freeman Rawdon at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath granted, bargained & sold, and by these presents doth grant, bargain and sell unto the said Freeman Rawdon his heirs, executors, administrators & assigns, all the property real, personal and mixed at present owned and possessed by the said Maryland Mining Company or which may hereafter be owned and possessed by the said Company, wherever the same may be situated particularly all those goods and chattels situated & being in Allegany County in the State of Maryland hereinafter mentioned and expressed, that is to say: two locomotives, one distinguished by the name of "Mountaineer" and the other by the name of "Eckhart;" one hundred and fifty mine cars; forty seven railroad (iron & platform) cars; twenty head of horses and mules and the harnesses used for working them; one turning lathe; all the machinery and tools of every description in the use or possession of the Company. And also all Canal Boats or other vessels used in the transportation of coal or other property of the Company now owned or hereafter to be owned by the said Company and all the coal, coke or other articles of merchandize of said Company now being prepared and all the coal, coke & other articles of merchandize hereafter to be prepared for market, to be forwarded by Canal Boats or otherwise and also all the goods, wares and merchandize of the said Company now or hereafter to be in its storehouses at the Eckhart mines, and lastly all the assets of every description belonging to and claimed or to be claimed by the said Company. To Have and To Hold all and singular the said goods and chattels, assets and all other the said property, real, personal and mixed, unto the said Freeman Rawdon, his heirs, executors, administrators and assigns to his & their own use and behoof. Provided always & it is declared to be the true intent and meaning of these presents, that if the said Maryland Mining Company do & shall well and truly, cause to be paid unto the said Freeman Rawdon, his executors, administrators or assigns the full sum of fifty thousand dollars, current money, with legal interest for the same from the date of these presents, on demand, then & in such case these presents & every matter and thing therein contained shall cease, determine and be utterly void to all intents and purposes anything herein contained to the contrary notwithstanding and the said Maryland Mining Company doth covenant, promise and agree to and with the said Freeman Rawdon, his heirs, executors, administrators and assigns, that if the said Company or its successors shall and will well and truly pay or cause to be paid unto the said Freeman Rawdon, his executors, administrators or assigns, on demand, the said sum of fifty thousand dollars, current money, together with interest for the same as aforesaid.

And this Indenture further witnesseth that the said Maryland Mining Company hath constituted and appointed and doth hereby constitute and appoint Henry H. Casey of the City of New York aforesaid to be its attorney for it and in its name and as its act & deed to acknowledge this indenture before any

person or persons having authority, by law, to take the said acknowledgement in order that this indenture may be duly recorded.

In testimony whereof the said Maryland Mining Company hath hereunto caused its common seal to be affixed on the day and year first above written.

Attest: H. H. Casey {Seal}  
Secy. of the M. M. Co.

Horatio Allen  
Pres. M. M. Co.

State of New York, City of New York, to wit: Be it remembered and it is hereby certified that on this seventh day of October in the year of our Lord one thousand eight hundred and fifty, before me the subscriber a Commissioner of the State of Maryland for the State of New York to reside at the City of New York duly commissioned and sworn, personally appeared Henry H. Casey he being known to me to be the person who is named and described on the letter or power of attorney contained in the foregoing deed or indenture, and by virtue & in pursuance of the authority thereby granted doth acknowledge the said indenture or instrument of writing to be the act and deed of the Maryland Mining Company, the party grantor thereto.

And be it also remembered and it is hereby further certified that at the same time personally appeared before me Freeman Rawdon, he being known to me to be the person named or described as the party grantee in the foregoing deed, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing deed of mortgage is true and bona fide as therein set forth.

In testimony whereof I have hereto subscribed my name as Commissioner as aforesaid and have hereto affixed my official seal the day and year first hereinbefore written.

A. R. Rogers  
Maryland Commissioner for New York

Allegany County Courthouse, Cumberland, MD, Deed Book 7, p 26, 2/18/1851.

At the request of Freeman Rawdon & Dr. Washington Tyson the following Deed was recorded February 18th 1851.

This Indenture was made this ninth day of February in the year of our Lord one thousand eight hundred & fifty one. Between Jane C. Ramsey of Danville in the State of Kentucky of the first part and Freeman Rawdon of the City of New York, State of New York, & Dr. Washington Tyson of Howards District in the State of Maryland, both of the second part. Witnesseth that the said Jane C. Ramsey for and in consideration of the sum of nine thousand five hundred dollars current money of the United States to her in hand paid by the said parties of the second part at and before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and the said parties of the second part, their heirs, executors, administrators and assigns, forever release and discharge from the payment of the same, by these presents hath given, granted, bargained and sold, aliened, remises, releases, conveyed and confirmed and by these presents doth give, grant, bargain and sell, align, remise, release, convey and confirm unto the said parties of the second part their heirs and assigns forever one undivided half part of all that tract or parcel of land lying, being and situate in the County of Allegany and State of Maryland adjoining the Town of Cumberland and called and known by the name of "Commercial Mart" containing thirty and one eights acres of land more or less except however such part thereof as has heretofore been condemned for the use of and is now occupied by the Baltimore and Ohio Railroad Company; and such other portion of the same as is now occupied by the Chesapeake and Ohio Canal Company by their guard bank and towpath and a water surface of their Canal Basin one hundred and ten feet in width on the East side of and directly adjoining said guard bank along its whole length on said property. Together with all and singular the tenements, herditaments and appurtenances thereunto belonging or in any wise appertaining.

To Have and to Hold the same undivided half part of said tract of land called "Commercial Mart," subject as aforesaid or with the exceptions aforesaid, with its rights, members and appurtenances to the said parties of the second part, their heirs & assigns forever as tenants in common. And the said Anne C. Ramsey for herself, her heirs, executors and administrators doth hereby covenant, promise and agree to and with the said parties of the second part, their heirs and assigns, that the said undivided half part of said tract of land is free and clear of all liens for taxes, judgments and mortgages whatsoever and also that the said Jane C. Ramsey and her heirs, the above described land hereby granted and released, premises and every part and parcel thereof with the appurtenances unto the said parties of the second part, their heirs and assigns, against the said Jane C. Ramsey and her heirs, and all persons claiming lawfully by, through or under her, them or any of them shall and will **warrant** and by these presents forever Defend said premises hereby bargained, sold and released.

In witness whereof the said Jane C. Ramsey hath hereunto set her hand and seal on the day and year in these presents first before written.

Signed, Sealed and Delivered in presence of:

Jane C. Ramsey {Seal}

State of Kentucky, Boyle County, to wit: Be it remembered and it is hereby certified that on this thirteenth day of February in the year of our Lord eighteen hundred and fifty one, personally appeared before me the subscriber John L. Bridges, Judge of the Boyle Circuit Court which is a court of law and of records, Jane C. Ramsey the party grantor named in the foregoing deed, who I am of

my own knowledge satisfied is and hereby certify her to be the person named and described as and professing to be the party grantor named in the foregoing deed and duly acknowledged the same to be her act and deed.

Acknowledged before  
John L. Bridges Judge of Boyle Circuit Court.

State of Kentucky, Boyle County, to wit: I William Bridges, Clerk of Boyle Circuit Court do hereby certify that the Honorable John L. Bridges who has given the foregoing certificate of acknowledgement was at the time thereof presiding Judge of the Boyle Circuit Court ( which is a court of record and law) duly commissioned and qualified and as such full faith and credit are due and should be given to his official acts. and that the signature purporting to be his is known by me to be genuine.

In testimony whereof I do hereunto set my hand and affix the seal of said Court on this 13th February 1851.

William A. Bridges

Received at the time of offering the foregoing deed for record, one dollar in lieu of the State of Maryland Stamp Tax for same.

Henry Bruce, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 7, p 101, 3/4/1851.

At the request of Wm. R. L. Ward the following Lease was recorded March 4th 1851.

This Indenture made this fifth day of December in the year of our Lord one thousand eight hundred & fifty between David Shriver of Allegany County, in the State of Maryland of the one part, and William R. L. Ward of the same county & State aforesaid, of the other part: Witnesseth, that the said David Shriver for and in consideration of the payment of rent and performance of the covenants, hereinafter mentioned, on the part of the said William R. L. Ward his executors, administrators & assigns, to be paid & performed, hath demised, granted and to farm letten and by these presents doth demise, grant and to farm let unto the said William R. L. Ward all that lot, piece or parcel of ground situate & being in the Town of Cumberland, in Allegany County aforesaid, and described as follows, to wit: Beginning at the most south-eastern corner of the lot of ground at the southern limit of the Town of Cumberland on the West side of Mechanic Street, it being the lot of ground upon which George Wineow resided at the time of his death and now owned by Henry D. Wineow, and running thence with Mechanic Street in a South-Eastern direction the distance of one hundred & fifty feet (150 feet) then by a straight line parallel with the line bounding the south-eastern side of said Wineow lot, by a south-eastern course to the Basin of the Chesapeake & Ohio Canal (whatever the distance may be) then by & with said Canal Basin in a north-western direction to the Bettie Lot owned by M. N. Falls and others, then north-eastwardly with said lot and said Wineow lot by a straight line to the place of beginning, containing one acre and one hundred perches, more or less. Together with the said streets and all other advantages to the said lot or piece of ground belonging or in any wise appertaining. To have and to hold the said lot, piece or parcel of ground and premises, with the appurtenances, unto the said William R. L. Ward his executors, administrators and assigns, from the first day of this current month of December for and during and until the full end and term of ninety nine years from thence next ensuing fully to be complete & ended, yielding and paying therefore yearly and every year during the said term, to the said David Shriver his heirs and assigns, the yearly rent of two hundred & seventy dollars (\$270) current money, payable annually on the first day of December in each year, clear of all deductions, discounts & defalcations for taxes, assessments, rates and all other public dues, impositions, burthens or charges of every kind or nature whatever, civil or military, which may at any time hereafter be laid, levied, taxed, imposed or assessed on the said lot, piece or parcel of ground, or on any part thereof, or on any building or buildings erected thereon, either by Act of Congress, or Act of the Legislature of this State, or by any Town, City or Corporation Act, or any other manner whatever which said rent is to be paid in two equal half yearly payments in each and every year during the continuance of this present demise. Provided always, and on this condition, that if it shall happen that the said yearly rent (without any deduction or discount of any kind as aforesaid) shall be in arrear and unpaid, in all or in part by the space of thirty days next after any of the days of payment thereof before mentioned, that then it shall and may be lawful to and for the said David Shriver his heirs & assigns and any of them, into the demised premises or any part thereof, in the name of the whole, and the same to have again, re-posses, occupy & enjoy as in his former estate, and the said William R. L. Ward his executors, administrators & assigns, and all others the occupiers & possessors of the said demised premises or any part thereof, there out and from thence utterly to expel, put out & remove, until all such arrearages for rent with legal interest therefore, and all & every cost, charge & expense incurred by the said David Shriver, his heirs or assigns by reason of non-payment of the said rent shall be fully satisfied & paid, or to make distress therefore at the option of the said David Shriver, his heirs or assigns; and also on this further proviso & condition, that if the said yearly rent without any

deduction or discount of any kind as aforesaid, shall be in arrear & unpaid by the space of one year next after any of the days of payment therefore before mentioned although no demand thereof should be made, then it shall & may be lawful to and for the said David Shriver, his heirs and assigns, into the demised premises or any part thereof in the name of the whole, to re-enter and the same to have again, repossess, occupy & enjoy as in his former estate, and the said William R. L. Ward, his executors, administrators & assigns, and all others the occupiers and possessors of the said demised premises or any part thereof there out and from thence utterly to expel, put out & remove, that then in such case this deed and every clause, matter & thing therein contained, shall from thenceforth be utterly void & of none effect in law & equity to every intent and purpose whatsoever. And the said William R. L. Ward for himself his executors, administrators and assigns, doth hereby covenant and grant to and with the said David Shriver his heirs and assigns, in manner & form following, that is to say that he the said William R. L. Ward his executors, administrators or assigns, shall within the term of two years from the date hereof, erect & build brick improvements on the said demised premises of the yearly value of the ground rent reserved as aforesaid, and also that the said William R. L. Ward his executors, administrators or assigns will well & truly pay to the said David Shriver his heirs or assigns during the said term hereby demised, the yearly rent above reserved without any deductions or discount of any kind whatsoever as aforesaid, at the days & times above limited for the payment of the same according to the purport, times, intent and meaning of these presents, and further the said William R. L. Ward, his executors, administrators or assigns, shall & will at all times hereafter, during the said term hereby demised, bear, pay & discharge all taxes, assessments, rates and all other public dues, impositions, burthens or charges of every kind or nature whatsoever, civil or military, which shall or may at anytime hereafter be taxed, assessed, levied or imposed on the said lot or piece of ground & premises above demised, or any part thereof or any building or buildings erected thereon, either by Act Of Congress, or Act of the Legislature of this State, or by any Town, City or Corporation Act, or in any other manner whatsoever. And the said David Shriver for himself and for his heirs & assigns doth covenant & grant to and with the said William R. L. Ward his executors, administrators & assigns, that he & they respectively, on the payment of the rent and performance of the covenants herein mentioned & contained on his & their part respectively to be paid & performed shall and may peaceably and quietly have, hold, use, occupy, posses & enjoy the above demised premises with their appurtenances, for & during the above & aforesaid term of ninety nine years, without any let, trouble or interruption of him the said David Shriver, his heirs or assigns or any other person or persons whatsoever, and also that the said David Shriver his heirs & assigns, at any time or times hereafter during the continuance of this present demise, at the request & at the cost & charge of the said William R. L. Ward his executors, administrators or assigns, and on his or their payment or tendering in payment to the said David Shriver his heirs or assigns the sum of five dollars current money as aforesaid shall & will make & execute or cause to be made and executed, a new lease of the above demised premises for [an]other ninety nine years to commence & take effect from and at the end of the term for which the same is above demised, subject to the same rent and under the like covenants as are hereinbefore mentioned, so that this present demise may be renewed and renewable forever. And the said David Shriver for himself and for his heirs doth hereby covenant, promise and grant to and with the said William R. L. Ward his heirs & assigns that whensoever at anytime hereafter the said William R. L. Ward his heirs or assigns shall well & truly pay to the said David Shriver his heirs and assigns as well all the rent that shall then be due in virtue of these presents, for the above demised premises, as also the full sum of four thousand five hundred dollars current money as purchase money for the said lot or piece of ground, then the said David Shriver his heirs or assigns shall make, execute & deliver to the said William R. L. Ward his heirs & assigns, a good & valid deed in fee simple for the said lot or piece of ground, and therefore the said William R. L. Ward his



heirs or assigns shall become & stand seized in fee [simple] of the same, and every matter & thing herein contained shall cease & become utterly null & void both at law & in equity. In testimony whereof the said parties have hereunto set their hands and seals, the day first above written.

Signed, sealed & delivered in presence of us  
the word "two" at the bottom of the first page  
having been interlined.

J. M. Strong  
Geo. M. Blocher

David Shriver {Seal}  
W. R. L. Ward {Seal}

Maryland, Allegany County, to wit: Be it remembered and it is hereby certified, that on this fifth day of December in the year of our Lord eighteen hundred & fifty before us the subscribers, two Justices of the Peace of Maryland, in and for Allegany County, personally appeared David Shriver and William, R. L. Ward who are severally known to us to be the persons named & described as and professing to be the parties to & named in the within and foregoing lease or instrument of writing and who signed & executed the same and severally acknowledged the same to be their act & deed.

Acknowledged before us:

J. M. Strong, J.P.  
Geo. M. Blocher, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 7, p 133, 3/12/1851.

At the request of Wm. R. L. Ward the following Lease was recorded March 12th 1851.

This Indenture made this twenty fifth day of January in the year of our Lord one thousand eight hundred & fifty one, between Thomas I. McKaig of Allegany County and State of Maryland, trustee as hereinafter stated, of the first part, and William R. L. Ward of the same County and State, of the second part: Whereas the said Thomas I. McKaig, Moore N. Falls of Baltimore City in the State aforesaid, and Jane C. Ramsay of Danville in the State of Kentucky, each own one undivided fourth part of the property hereinafter described and intended to be demised, and Alpheus Beall and Samuel Eckles, trustees appointed by the last will and testament of Richard Beall deceased, represent the remaining fourth part thereof, and are fully empowered by said will to grant, bargain and sell the same; and whereas the aforesaid parties have agreed to lease the premises hereinafter described to the party of the second part, for the time & upon the terms & conditions hereinafter limited & contained: And whereas also, the legal title to said premises is vested in said Thomas I. McKaig in trust for the aforesaid owners, and therefore the said Moore N. Falls, Jane C. Ramsay and Alpheus Beall & Samuel Eckles, trustees, do request and hereby authorize and empower the said Thomas I. McKaig to execute, acknowledge and deliver these presents, upon said party of the second part first signing & sealing the same to said party of the second part.

Now therefore this Indenture Witnesseth that the said party of the first part, for and in consideration of the premises, and the yearly rents and covenants hereinafter reserved & contained on the part & behalf of the said party of the second part, to be paid, reserved and performed hath demised, granted and to farm letten, and by these presents doth demise, grant and to farm let unto the said party of the second part all that part of a tract of land known commonly as "The Betty Property" lying and being in the Town of Cumberland in the County and State first aforesaid which is bounded & described as follows, to wit: Beginning for said part hereby intended & demised at the intersection of the stone wall erected on the southern boundary line of the "Betty Property" with the east side of the Canal Basin, and running thence northerly with the east side of the Canal Basin, commonly called the "little basin" two hundred and twenty one and one thirds feet to the intersection of the South side of Harrison Street, proceed westerly with the East side of said "little basin," thence with said produced line reversed to the eastern boundary line of said "Betty Property," thence to the southern boundary line of said "Betty Property" with the eastern boundaries thereof, thence with the southern boundaries thereof to the beginning. Together with all & singular the rights, members and appurtenances thereof, and the right to use the little basin aforesaid in common with all other the proprietors owning property thereon, the wharfage front of the property hereby demised belonging exclusively to the said party of the second part his executors, administrators and assigns. It being mutually understood and agreed by and between the parties to these presents, that the said parties of the first part and owners of the "Betty Property" aforesaid are wholly exempted and released from granting or providing any other access to said property hereby intended to be demised than the Canal now affords. To have and to hold the said lot & premises with the appurtenances unto the said party of the second part his executors, administrators and assigns from the first day of April next for, during and until the full end & term of ninety nine years thence next ensuing, and fully to be complete and ended yielding and paying therefore semi-annually during the said term for the year ending the thirty first day of March 1852 the sum of two hundred and twenty one and one-third dollars, for the year ending the thirty first of March 1853, the sum of two hundred & seventy six and two-thirds dollars for the year ending thirty first March 1854, the sum of three hundred and thirty two dollars for the year ending thirty first March 1855, the sum of three hundred & eighty seven and one-third dollars, and for each and every

year thereafter during the said term of ninety nine years, the sum of four hundred and forty two and two-thirds dollars in & by even & equal portions on the first day of October & April in each year during said term one-fourth of said semi-annual rents, to said Thomas J. McKaig his heirs or assigns, another fourth part thereof to the said Moore N. Falls his heirs or assigns, another fourth part of the same to the said Jane C. Ramsay her heirs or assigns, and the other fourth part to the said Alpheus Beall & Samuel Eckles, trustees as aforesaid and to the survivor of said last trustee his heirs and assigns free & clear of all deductions for taxes or assessments of every kind or nature whatsoever, levied, charged or assessed or which may hereafter be levied, charged or assessed on the said above demised premises. And it [is] also mutually understood and agreed by & between the parties to these presents, that the said party of the second part may take possession of and use the said demised premises free of rent until the first day of April next. And each of them the said Thomas I. McKaig, Moore N. Falls, Jane C. Ramsay and Alpheus Beall and Samuel Eckles trustees, severally, separately and apart from the other of them, doth hereby for himself, herself and themselves respectively and his and her respective heirs, executors and administrators, and as to, for & concerning only that one undivided fourth part of the said land and premises hereby demised, owned or represented with power to sell, and over which he, she or they hath or have the power or right of alienation, covenant, promise and agree to and with the said party of the second part, his heirs and assigns, that upon full payment of all rent that shall accrue and become due at any time during this present demise as well as the further sum of eighteen hundred and twenty six [dollars] to him, her or the said trustees of the said Richard Beall deceased or the survivor of them or his or her heirs & assigns that he, she or they the said trustees of said Richard Beall deceased, or the survivor of them, shall & will, at the proper costs & charges in the law of the said party of the second part make, execute and deliver or cause to be made executed & delivered to the said party of the second part his heirs & assigns, a deed of conveyance in fee simple of that undivided fourth part of said land & premises owned by him or her, his or her respective heirs or assigns or over which he, she or they have the power or right of alienation. And the said Thomas I. McKaig trustee as aforesaid is hereby authorized and empowered by the said Moore N. Falls, Jane C. Ramsay and Alpheus Beall & Samuel Eckles to, and doth covenant, promise and agree to and with the said party of the second part, his heirs and assigns, that at any time during this present demise, upon satisfactory evidence being produced to him, said McKaig trustee, that all the rent and portions of rent that shall at such time have accrued and become due to each of the parties owning & representing undivided fourth parts of said premises, as well as the further sum of eighteen hundred & twenty six dollars to each of the same has been fully paid and satisfied, shall, & will execute & deliver at the proper cost and charge of the said party of the second part, his heirs or assigns, a deed of conveyance in fee simple of the said lands & premises above described and hereby demised to the said party of the second part his heirs or assigns, or to such of them as shall be thereunto entitled; and the said Thomas I. McKaig trustee doth covenant, promise and agree to and with the said party of the second part, his executors, administrators and assigns that upon his and they paying the rent & performing the covenants herein contained, on the part to be paid and performed, shall & will at any time during this present demise, at the proper cost & charges in the law of the said party of the second part his executors, administrators & assigns execute another and new lease of the above demised premises for another term of ninety nine years to the said party of the second part his executors, administrators or assigns to commence and take effect at and after the expiration of the time for which the same are hereby demised.

And the said party of the second part doth hereby covenant, promise & agree to and with the said Thomas I. McKaig his heirs, executors and administrators that he will fully pay & satisfy to said Thomas I. McKaig his heirs, executors or administrators one fourth of the above rents reserved at the time limited for the payment of the same, without any discount, defalcation or abatement whatever.

And the said party of the second part doth, hereby covenant, promise and agree to & with the said Moore N. Falls his heirs, executors & administrators, that he the said party of the second part his executors & administrators will fully pay & satisfy to the said Moore N. Falls one fourth of said rents at the time limited for the payment thereof and without any discount, defalcation or abatement whatsoever.

And the said party of the second part for himself, his heirs, executors and administrators, doth covenant, promise and agree to & with the said Jane C. Ramsay her executors and administrators that he the said party of the second part his executors, administrators or assigns shall & will pay one fourth of the rents above reserved to the said Jane C. Ramsay, her executors, administrators or assigns at the times above limited for the payment of the same, without any defalcation, discount or abatement whatsoever. And

the party of the second part hereto, for himself his heirs, executors and administrators doth covenant, promise and agree to and with Alpheus Beall and Samuel Eckles, trustees, and the survivor of them, and the heirs of said survivor, that the said party of the second part, his heirs, executors or administrators will fully & clearly pay one fourth of the rents above reserved, to said last named Trustees or the survivor of them, the heirs & assigns of said survivor at the times limited for the payment of the same and without any deduction, defalcation or abatement whatever.

And the said party of the second party of the second part for himself, his heirs, executors and administrators doth hereby covenant, promise & agree to and with the said party of the first part in name following that is to say the said party of the first part, his executors, administrators or assigns shall & will well [&] truly pay all taxes and assessments of every kind whatsoever during the term for which said premises are demised, or any of said rents. And also that the said party of the second part his executors, administrators & assigns, will well & truly pay the rents aforesaid at the several times limited for the payment of the same to the said several parties in the proportion aforesaid, without any deductions or discounts or defalcations of any kind whatsoever.

And also that the said party of the second part his heirs, executors, administrators & assigns shall & will erect & construct or maintain & keep up during the term for which the said premises are hereby demised, two or more good substantial brick tenements of the clear annual value of four hundred and forty two and two-thirds dollars to be erected & erected on some part of the said premises within five years from the date hereof the said buildings to be completely finished within said last space of time. Provided always and these presents are upon the condition that if the said yearly rents hereby reserved or any part thereof, shall be behind or unpaid by the space of ninety days next after either of the payments days specified, whereon it ought to be paid as aforesaid, (being first lawfully demanded) or if the said William R. L. Weld, his executors, administrators or assigns, shall not well and truly pay, observe, fulfill & keep all & every the conditions, covenants and agreements in these presents expressed & contained on his & their part & behalf to be kept & performed according to the true & meaning thereof then and from thenceforth in either of the above cases it shall & may be lawful to & for the said Thomas I. McKaig trustee his heirs & assigns [to enter] into & upon the said demised premises or any part thereof in the name of the whole, wholly to re-enter and the same to have again, retain & enjoy as in his first & former estate and the said William R. L. Ward, his executors, administrators and assign and all other tenants and occupiers of the said premises, thereon and from thence utterly to expel, put out & remove and that from and after such re-entry made, the present lease and every clause, article & thing herein contained on the lessors part & behalf from henceforth to be done & performed shall cease, determine and be utterly void to all intents & purposes whatsoever anything herein before contained to the contrary thereof in any wise notwithstanding.

And the said William R. L. Ward for himself, his heirs, executors and administrators doth hereby covenant, promise & agree to & with the said Thomas I. McKaig, Moore N. Falls, Jane C. Ramsay and Alpheus Beall and Samuel Eckles Trustees severally and not jointly, that each of them the said Thomas I. McKaig, Jane C. Ramsay & Moore N. Falls and each of their heirs, executors & administrators who may be or shall become entitled to any one fourth part of said rents above reserved, and that the said Alpheus Beall and Samuel Eckles or the survivor of them, his heirs & assigns may sue for or distrain for any portion of their respective share of said rent above reserved at their option whenever any portion of the same shall have become due and payable at any time during this present demise, the same being lawfully demanded, and remaining unpaid.

In witness whereof the said parties to these presents have hereunto set their hands and seals.

The words "or the rents issuing there from" erased before executing.

Signed, sealed & delivered in presence of

Thomas I. McKaig {Seal}

as to Jane C. Ramsay by her Attorney

Trustee

George A. Thurston

M. N. Falls {Seal}

Alpheus Beall, C. B. Thurston

Jane C. Ramsay {Seal}

As to T. I. McKaig, J. M. Strong, Geo. M. Blocher

by her attorney, Geo. A. Thurston

As to Moore N. Falls, Jno. H. E. Stockton

Alpheus Beall {Seal}

As to S. Eckles, Putnam Page

S. Eckles {Seal}

As to Wm. R. L. Ward, N. Bruce

Trustees of the estate of Richard Beall, deceased.

W. R. L. Ward {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this tenth day of February in the year of our Lord eighteen hundred & fifty one before us the subscribers two Justices of the Peace of the State of Maryland in & for the County aforesaid personally appeared Thomas I. McKaig, the trustee named in the foregoing deed, he being known to us, and we do hereby certify him to be the person named and described as and professing to be the party grantor named in the foregoing deed and duly acknowledged the same to be his act & deed for the purposes therein mentioned. In testimony whereof, we do hereunto subscribe our names on the day & year aforesaid.

J. M. Stone, J.P.

Geo. M. Blocher, J.P.

Received one dollar in lieu of the State of Maryland Stamp Tax on the foregoing lease at the time of offering the same for record.

Henry Bruce, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 7, p 589, 10/6//1851.

At the request of Michael A. Myers the following instrument was recorded Oct. 6th 1851.

This indenture made this fourth day of October 1851 between Freeman Rawdon of the City of New York of the first part and Michael A. Myers of the same place of the second part. Whereas Freeman Rawdon aforesaid is the owner of twelve boats now upon and employed in and upon the Chesapeake and Ohio Canal for the service of the Maryland Mining Company and whereas the said Freeman Rawdon is indebted to the persons hereinafter named and under liabilities to them and is desirous of securing them in that behalf as hereinafter specified.

Now therefore this indenture witnesseth that in consideration of the premises and of one dollar to him in hand paid by the said Michael A. Myers, the said Freeman Rawson hath granted, bargained, sold, assigned and transferred & by these presents doth grant, bargain, sell, assign and transfer unto the said Michael A. Myers the said twelve boats now standing in the name of the said Freeman Rawdon & employed in the service of the Maryland Mining Company upon the Chesapeake & Ohio Canal with all their tackle, apparel and furniture. To have and to hold the same to the said party of the second part, his successors and assigns upon the trusts following, namely: To sell and convert the same into money and to apply the proceeds after paying all necessary expenses and the lawful commission of the party of the second part, in the first place to the payment of all such notes and acceptances as either the firm of Rawdon, Wright and Hatch, Joseph W. Alsop, Martin Hoffman or James Brown or any of them are liable upon either as accepters, drawers, makers or endorsers & which were accepted, drawn, made or endorsed for the accommodation of the said Freeman Rawdon by whomsoever the same may now be held, and in the next place to pay the residue of such proceeds rateably to and among all other persons now creditors of the said Freeman Rawdon and the residue if any to be paid to the said Freeman Rawdon. And the said party of the second part do hereby accept the trust hereby created and covenant to and with the party of the first part to perform faithfully the duties of the said trust. The property intended to be transferred by this instrument is the twelve first Canal Boats built by W. R. L. Ward under a contract with said Rawdon.

In witness whereof the parties to these presents have on the day and year first aforesaid hereunto set their hands and seals.

An erasure after the words "Wright & Hatch"  
on the 2nd page & the word "now" written  
on the margin of same page & the word "is"  
written on an erasure on the same page.

Chas. F. Smithmayd C. J. Bushnell

Freeman Rawdon {Seal}  
Michael A. Myers {Seal}

State of New York, City and County of New York, SS: Be it remembered that on this 4th day of October in the year of our Lord one thousand eight hundred and fifty one before me the subscriber a Commissioner in said State appointed by the Governor of the State of Maryland to administer oaths and affirmations and to take depositions, affidavits and the acknowledgement and proof of deeds &c. to be used and recorded in the said State of Maryland and duly commissioned and sworn and dwelling in the City of New York personally appeared Freeman Rawdon & Michael A. Myers known to me to be the persons who are named and described as and professing to be the parties to the hereto annexed instrument and severally acknowledged the said instrument to be their respective act and deed.

In testimony whereof I Charles J. Bushnell commissioner as aforesaid have hereunto set my hand and have affixed hereto my official seal as such commissioner the day and year last aforesaid.

C. J. Bushnell

Commissioner with the State of New York appointed  
by the Governor of the State of Maryland  
No. 65 Wall Street, 3rd Story, New York City.

Received at the time of offering the foregoing instrument of writing for record, six dollars in lieu of the State of Maryland stamp tax on same.

Henry Bruce, Clerk



Allegany County Courthouse, Cumberland, MD, Deed Book 7, p 590, 10/6/1851.

At the request of Michael A. Myers the following instrument was recorded Oct. 6th 1851.

This Indenture made this fourth day of October one thousand eight hundred and fifty one between Freeman Rawdon of the City of New York, engraver, of the first part, and Michael A. Myers of the same City of the second part.

Whereas the said Freeman Rawdon who heretofore (together with Elizabeth A. Hale now deceased) appointed administrator of the goods, credits and effects of Albert M. Hale, late of Philadelphia, thus as such administrator received divers monies and effects for the amount whereof he is responsible to the parties who are or may be entitled thereto in distribution of the estate of said Albert M. Hale and such moneys having been mingled and disposed of by said Freeman [Rawdon] so as to have lost their identity as money of said estate and the said Freeman Rawson is desirous of securing to the person or persons entitled thereto all sums which he is justly chargeable by reason of his receipts and acts as such administrator and is also desirous of securing other liabilities as hereinafter mentioned.

Now this indenture witnesseth that the said Freeman Rawdon in consideration of the premises and for the purpose of securing the responsibilities aforesaid & in consideration of one dollar to him in hand paid by the said Michael A. Myers the receipt whereof is hereby acknowledged hath granted, bargained, sold, aliened, remised, released, conveyed and confirmed & by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Michael A. Myers, and to his heirs and assigns forever & all the estate right, title, share and interest of the said Freeman Rawdon of, in & to all that tract or parcel of land situate, lying and being in the County of Allegany & State of Maryland adjoining the Town of Cumberland and called and known by the name of "Commercial Mart" containing thirty & one eighth acres of land, more or less, except however such part thereof as has heretofore been condemned for the use of and is now occupied by the Baltimore & Ohio Railroad Company and such other portion of the same as is now occupied by the Chesapeake and Ohio Canal Company by their guard banks & tow path and water surface of their Canal Basin one hundred and ten feet in width on the east side of and directly adjoining said guard bank along its whole length on said property including any estate right & interest as well equitable as legal of said Rawdon in, to or in respect of said premises or any part thereof whether as tenants in common, joint tenants or otherwise howsoever. To have and to hold the same with all the rights, members, privileges and appurtenances thereunto belonging or appertaining to the said party of the second part, his heirs and assigns, & his and their own use forever; but in trust nevertheless for the uses & purposes hereinafter expressed and declared, that is to say upon trust that said party of the second part do & shall with all convenient speed sell and dispose of the property and estate hereby conveyed & assigned to him and convey the same by good and sufficient deed to the purchaser or purchasers thereof in fee simple and out of the net proceeds thence arising in the first place to pay all lawful & reasonable costs, charges and expenses attending the execution of the trust hereby created and a lawful and reasonable compensation to the said party of the second part for his services in the premises & in the next place to pay and satisfy to the person or persons entitled thereto all sums of money for which the said Freeman Rawdon is liable & responsible by reason of his receipts & doings as administrator as aforesaid of the estate of said Albert M. Hale and after full payment thereof in the next place to pay to Lathrop Rawdon all sums in which said Freeman Rawdon is indebted unto him and to indemnify said Lathrop against any responsibility he is now under for said Freeman and after such payments & indemnity to pay all notes, drafts and acceptances upon which Rawdon, Wright & Hatch are liable

(due or to become due) which were issued and put in circulation for the accommodation of said Freeman Rawdon which is between himself & said firm of "Rawdon, Wright & Hatch" the said Freeman is bound to pay whether the liability of said firm thereon be in form as maker or endorser and after full payment and satisfaction thereof to pay all other lawful debts & demands now existing against said Freeman Rawdon whether due or yet to become due & in case of a deficiency to pay the same in full, then to pay the same reteably as far forth as the funds shall extend and after full payment of every debt & demand of said Freeman now existing against him, to return the surplus if any to said Freeman his heirs or assigns.

And the said Michael A. Myers doth hereby accept the estate hereby conveyed to him and agree faithfully to execute the trust aforesaid. The Real Estate herein conveyed is the same mentioned in a conveyance of one half thereof to said Freeman Rawdon & one I. W. Tyson received to be recorded February 18th 1851 and same day recorded in Liber H. B. No. 7, folios 25 & 26 one of the land records of Allegany County, Maryland.

In witness whereof the parties aforesaid have hereunto set their hands and seals the day & year first above written.

Signed, sealed and delivered  
in presence of

Freeman Rawdon {Seal}  
Michael A. Myers {Seal}

the word "Matthew" on the 1st page erased before execution.

Chas. F. Smithmayd C. J. Bushnell

State of New York, City and County of New York, SS: Be it remembered that on this fourth day of October the year of our Lord one thousand eight hundred and fifty one before me the subscriber a Commissioner in said State appointed by the Governor of the State of Maryland to administer oaths and affirmations and to take depositions, affidavits and acknowledgements and proof of deeds &c. to be used recorded in the said State of Maryland and duly commissioned and sworn and dwelling in the City of New York personally appeared Freeman Rawdon & Michael A. Myers known to me to be the persons who are named & described as and professing to be the parties to the hereto annexed instrument and severally acknowledged the said instrument to be their respective act and deed.

In testimony whereof I Charles J. Bushnell Commissioner as aforesaid have hereunto set my hand and have affixed hereto my official seal as such Commissioner the day and year last aforesaid.

C. J. Bushnell, Commissioner  
in the State of New York, appointed by  
the Governor of the State of Maryland  
No. 65 Wall Street, 3rd Story, N. Y. City.

Received at the time of offering the foregoing instrument of writing for record six dollars in lieu of the State of Maryland stamp tax on the same.

Henry Bruce, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 7, p 592, 10/6/1851.

At the request of Michael A. Myers the following instrument was recorded Oct. 6th 1851.

This Indenture made this fourth day of October one thousand eight hundred and fifty one between Freeman Rawdon of the City of New York, engraver, of the first part, and Michael A. Myers of the same City of the second part.

Whereas heretofore the said Freeman Rawdon was (together with Elizabeth A. Hale now deceased) appointed administrator of the goods, credits and effects of Albert M. Hale late of Philadelphia and has as such administrator received and mingled with his own funds & converted to his own use divers moneys effects for the amount whereof he is responsible to the parties who are or may be entitled thereto on distribution of the estate of said Albert M. Hale and is desirous of securing the same to such parties & is also desirous of securing other liabilities as hereinafter mentioned. Now this indenture witnesseth that the said Freeman Rawdon in consideration of the premises and for the purpose of securing the responsibilities aforesaid and in consideration of one dollar to him paid by the said Myers the receipt whereof is hereby acknowledged, hath bargained, sold, assigned, transferred and set over and doth hereby bargain, sell, assign, transfer and set over unto said Michael A. Myers all those six Canal Boats now in the service of Maryland Mining Company upon the Chesapeake and Ohio Canal being the last six of eighteen boats built by William R. L. Ward (the last six built) with their tackle, apparel and furniture. To Have and to Hold unto said Myers, his representatives and assigns forever, but in trust to sell and dispose of and duly transfer and set over to the purchaser or purchasers the aforesaid boats with their appurtenances and out of the purchase money thence arising on the first place to pay all lawful and reasonable costs, charges and expenses attending the execution of the trust hereby created and a lawful and reasonable consideration to said Myers for his services as trustee & in the next place to pay & satisfy to the person or persons entitled thereto all sums of money for which said Freeman Rawdon is liable or responsible by reason of his receipts and doings as administrator as aforesaid of the estate of said Albert M. Hale and after full payment thereof in the next place to pay to Lathrop Rawdon all sums in which said Freeman is indebted to him & indemnify said Lathrop against any responsibilities he is under for said Freeman and after such payment and indemnity to pay all notes, drafts and acceptances (due and to become due) upon which Rawson, Wright & Hatch are liable which were issued and put in circulation for the accommodation of said Freeman Rawson and which as between himself and said firm of Rawdon, Wright & Hatch, the said Freeman is bound to pay whether the liability of said firm thereon be in form as makers or endorsers and after full payment and satisfaction thereof, to pay all the lawful debts and demands now existing against said Freeman Rawdon or to become due & in case of a deficiency then to pay the same rateably as far as the funds shall extend and after payment of all such debts and demands, to return the surplus if any to said Rawdon, his representative or assigns.

And the said Michael A. Myers doth hereby accept the transfer herein made to him and doth agree faithfully to execute the trust aforesaid.

In witness whereof the parties aforesaid have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of:

Freeman Rawdon {Seal}

The words "with their tackle, apparel & furniture"

Michael A. Myer {Seal}

written before execution.  
Chas. F. Smithmayd C. J. Bushnell

State of New York, City & County of New York, SS: Be it remembered that on this fourth day of October in the year of our Lord one thousand eight hundred & fifty one before me the subscriber a Commissioner in said State appointed by the Governor of the State of Maryland to administer oaths and affirmations & to take depositions, affidavits & the acknowledgement & proof of deeds &c. to be used or recorded in said State of Maryland & duly commissioned & sworn & dwelling in the City of New York, personally appeared Freeman Rawdon & Michael A. Myers, known to me to be the persons who are named & described as & professing to be the parties to the hereto annexed instrument & severally acknowledged the said instrument to be their respective act and deed.

In testimony whereof I Charles J. Bushnell Commissioner as aforesaid have hereunto set my hand & have affixed hereto my official seal as such Commissioner the day and year last aforesaid.

C. J. Bushnell  
Commissioner in the State of New York for Maryland.

Received at the time of offering the foregoing instrument of writing for record six dollars in lieu of the State of Maryland stamp tax on the same.

Henry Bruce, Clerk

At the request of Michael A. Meyers the following Bill of Sale was recorded Nov. 17th 1851.

This Indenture made this seventeenth day of November in the year of our Lord one thousand eight hundred and fifty one between W. R. L. Ward of Allegany County in the State of Maryland of the one part and Michael A. Meyers of the city and State of New York of the other part, whereas heretofore, to wit: on the twenty fifth day of July in the year eighteen hundred and fifty a contract was entered into between Freeman Rawdon of the said city of New York of the first part and the said W. R. L. Ward of the second part under which the said Ward constructed for the said Rawdon at the prices and upon the terms in said contract mentioned twelve canal boats now in the use on the Chesapeake and Ohio Canal distinguished & known by the following names, to wit: "Freeman Rawdon," "G. W. Riggs, jr.," "Martin Hoffman," "Mary R. Zimmerman," "Miles Standish," "H. H. Casey," "Anna Woodward," "Mary L. Rawdon," "Mary R. Hale," "Louisa," "C. F. Mudge," and "Emily Hoffman" and whereas also the said Ward afterwards built and completed for the said Rawdon six other canal boats at the like prices & upon the like terms which are also in use at the present time upon the Chesapeake & Ohio Canal and are distinguished and known by the following names, to wit: "Josephine Seaton," "David Shriver," "C. H. Ohr," "F. B. Petrie," "Yankee," and "N. S. Benston"; and whereas by the terms of said contract the price to be paid on each of said boats by the said Rawdon was the sum of thirteen hundred dollars and the said Ward was required to advance the balance of the original cost of each of said boats over that sum &c. and whereas the said Rawdon has fully paid to the said Ward his share of the original cost of said boats and has by his deed or Bill of Sale bearing date the fourth day of October in the year eighteen hundred and fifty one duly acknowledged and recorded among the Land Records of Allegany County in the State of Maryland conveyed and transferred all his right, title, interest in and to said boats unto the said Michael A. Meyers and in confirmation of the title conveyed two other deeds or Bills of Sale were afterwards on the eleventh day of the same month of October executed to the said Meyers by the said Rawdon and have been duly recorded amongst the records of Washington County in the District of Columbia and also amongst the records and Bills of Sale in the Custom House of Georgetown in the District of Columbia and whereas the said Meyers has for the consideration hereinafter mentioned purchased all the interest of the said Ward in said Boats arising from the advances made as aforesaid by the said Ward of the excess of the original cost of each of the said boats over the said sum of thirteen hundred dollars so advanced as aforesaid by the said Rawdon, and all other interest of the said Ward in said boats arising in any other manner and for the purpose of surveying and transferring to the said Meyers all said interest in the said Boats, the said Ward is willing to execute these presents. Now therefore this Indenture Witnesseth that the said W. R. L. Ward for and in consideration of the sum of two thousand and five hundred dollars current money of the United States to him in hand paid by the said Michael A. Meyers at and before the sealing and delivery of these presents, the receipt of which he the said W. R. L. Ward doth hereby acknowledge, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Michael A. Meyers his executors, administrators and assigns all the above mentioned Boats & all the right, title, interest & claim of every kind of him the said Ward in and to the said Boats together with all apparel, furniture and appurtenances to all and each of said Boats belonging or appertaining, to have and to hold all and singular the said Boats and other the premises above bargained & sold or mentioned and intended so to be to the said Michael A. Meyers, his executors, administrators and assigns forever to and for the sole use and benefit of him the said Michael A. Meyers his executors, administrators and assigns and to and for no other use,

intent or purpose whatsoever in witness whereof the said W. R. L. Ward hath hereunto set his hand and affixed his seal on the day and year first above written.

Signed, Sealed and delivered in presence of  
John White, J.P.  
S. M. Semmes, J.P.

W. R. L. Ward {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this seventeenth day of November in the year eighteen hundred and fifty one before me the subscriber a Justice of the Peace of the State of Maryland in and for said Allegany County personally appeared W. R. L. Ward, he being known to me to be the person named or described as and professing to be grantor in the foregoing indenture of Bill of Sale and doth acknowledge the said indenture or Bill of Sale to be his act and deed, and at the same time the said Michael A. Meyers the grantee named in the said Bill of Sale & who is personally known to me appears before me and makes oath on the Holy Evangely of Almighty God that the consideration set forth in said indenture or Bill of Sale is true and bona fide as therein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

John White, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 8, p 77, 12/31/1851.

At the request of the Mineral Bank of Maryland the following Mortgage was recorded Dec. 31, 1851.

This Indenture made this thirty first day of December, in the year of our Lord, eighteen hundred and fifty one, between W. R. L. Ward of Allegany County in the State of Maryland of the one part and the Mineral Bank of Maryland of the other part. Whereas the said William R. L. Ward is anxious to secure and make safe to said Bank of his indebtedness and liability to the same, the sum of three thousand and five hundred (\$3,500) dollars, by the execution of this mortgage, the indebtedness intended hereby to be secured, not being a portion of said Ward's liability to said Bank as drawer of certain drafts, accepted by Freeman Rawdon and now held by said Bank and in relation to which negotiation for certain collateral security is now pending, and whereas the said Ward may become further indebted to said Bank upon advances hereafter to be made, by said Bank, not exceeding the sum of fifteen hundred (\$1,500) dollars at any one time. And whereas the said Ward is anxious to secure said Bank for further advances in whatever shape they may be, not exceeding at any one time the said sum of fifteen hundred dollars.

Now this Indenture witnesseth that the said William R. L. Ward in consideration of the above recited premises and also in consideration of the further sum of five dollars, current money to him the said William R. L. Ward by the said Mineral Bank of Maryland in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by the said William R. L. Ward, hath granted, bargained and sold, released and confirmed and by these presents doth grant, bargain and sell, release and confirm, unto the said Mineral Bank of Maryland its successors and assigns all that lot, piece or parcel of ground situate, lying and being in the Town of Cumberland, it being the same lot, piece or parcel of ground, which was conveyed to the said William R. L. Ward by lease for ninety nine years from Thomas P. McKaig, Trustee, Moore N. Fall, James C. Ramsey, Alpers Beall and Samuel Eckles, bearing date upon the fifth day of January in the year of our Lord eighteen hundred and fifty one and recorded in Liber H. B. No. 7, folios 133, 134, 135, 136 and 137, one of the Land Records of Allegany County and which said lot or piece or parcel of ground is described as follows: All that part of a tract of land known commonly as the "Bettie Property." Beginning for said part at the intersection of the Stone Wall erected on the Southern boundary line of the Betty Property with the East side of the Canal Basin and running thence Northerly with the East side of the Canal Basin commonly called "Little Basin," two hundred and twenty one and one-third feet to the intersection of the South side of Harrison Street, produced Westerly with the East side of said "Little Basin," thence with said produced line, reversed to the Eastern boundary of said "Betty Property," thence to the Southern boundary line of the "Betty Property" with the Eastern boundaries thereof, thence with the Southern boundaries thereof to the Beginning.

And also all that lot, piece or parcel of ground, situate, lying and being in the Town of Cumberland in the County aforesaid, which said lot, piece or parcel of ground was conveyed to the said William R. L. Ward by lease for ninety nine years from David Shriver bearing date upon the fifth day of December in the year of our Lord eighteen hundred and fifty and recorded in Liber H. B. No. 7, folios 101, 102, 103 and 104 one of the Land Records for Allegany County, which said last mentioned piece, lot or parcel of ground is described as follows:

Beginning at the most South-Eastern corner of the lot of ground at the Southern limit of the Town of Cumberland on the West side of Mechanic Street, it being the lot of ground on which George Wineow lived on at the time of his death and now owned by Henry D. Wineow and running thence with Mechanics Street in a South-Eastern direction the distance of one hundred and fifty (150) feet, then by a straight line parallel with the line bounding the South-Eastern side of Wineow's lot by a Southern course to the Basin of the Chesapeake and Ohio Canal (whatever the distance may be), then by and with said Canal basin in a North-Western direction to "The Bettie Lot" owned by Moore N. Falls and others, then North-Easterly with said lot and said Wineow lot, by a straight line to the Beginning, containing one acre and one hundred perches, more or less. Together with all and singular, the buildings, improvements, right [of] ways, waters, water courses, rights, members, privileges, advantages and appurtenances thereunto belonging or in any wise appertaining, which the said William R. L. Ward acquired under the several leases hereinbefore described. To Have and To Hold the said several lots, pieces or parcels of ground, with the appurtenances thereunto belonging to the said Mineral Bank of Maryland, its successors and assigns forever, to it and their own use and behoof; provided, always and it is the true intent and meaning of these presents and of the parties hereunto, that if the said William R. L. Ward his heirs, executors or administrators do and shall well and truly pay or cause to be paid unto the said Mineral Bank of Maryland, its successors or assigns, the said full sum of thirty five hundred dollars to the said Bank and also all sums which the said Bank may hereafter advance to the said William R. L. Ward, not to exceed the said sum of fifteen hundred dollars at any time, within three months from this date without any deduction or abatement whatsoever then and from thenceforth these presents and every matter and thing therein contained shall cease and be utterly null and void; anything therein to the contrary thereof notwithstanding. And it is hereby covenanted and agreed between the said William R. L. Ward and the said Mineral Bank of Maryland that in case the indebtedness of thirty five hundred dollars hereby intended to be secured, and the said future advances as aforesaid shall not be paid by the said William R. L. Ward, within three months from this date, then the said Ward hereby authorizes and empowers Joseph N. Tucker, Cashier of said Mineral Bank of Maryland, at the expiration of two months after the said three months shall have expired, to sell the property and estate herein mortgaged upon giving such public notice thereof as may to him seem proper, the time of notice being part of said two months, and the proceeds of such sale shall apply to said indebtedness hereinbefore provided for. In witness whereof, the said William R. L. Ward has hereunto set his hand and affixed his seal on the day and year first above mentioned. Interlineations on 28th line of 3rd page were made before execution of these presents.

Signed, sealed and delivered  
in presence of John White  
Andrew Gonder

W. E. L. Ward {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified, that on this thirty first day of December in the year of our Lord eighteen hundred and fifty one, before the subscribers, two Justices of the Peace of the State of Maryland in and for Allegany County, personally appeared William R. L. Ward, he being known to us to be the person who is named and described as and professing to be a party to the foregoing deed or Indenture and doth acknowledge the said Indenture or instrument of writing to be his act and deed. And at the same time personally appeared Joseph N. Tucker, Cashier at the Mineral Bank of Maryland, acting for and on behalf of said Corporation, and makes oath upon the Holy Evangelical of Almighty God that the consideration



mentioned in the foregoing mortgage is true and bona fide, as therein set forth. In witness whereof, we hereunto subscribe our names on the day and year aforesaid.

Andrew Gonder  
John White.



Allegany County Courthouse, Cumberland, MD, Deed Book 8, p 95, 1/8/1852.

At the request of the Astor Coal Mining Company the following Bill of Sale was recorded Jan. 8th 1852.

This Indenture made this eighth day of January in the year of our Lord one thousand, eight hundred and fifty two; Between William R. L. Ward of Allegany County, in the State of Maryland, of the first part, and the Astor Coal Mining Company, incorporated by an Act of the General Assembly of the State of Maryland, passed at December Session, 1849, Chapter 169, of the of the second part.

Witnesseth, that the said Ward for and in consideration of forty two hundred dollars to him in hand paid by the said Astor Coal Mining Company at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, and the said Company, its successors and assigns forever, released and discharged from the payment of the same, by these presents has granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Astor Coal Mining Company, its successors and assigns, the two Canal Boats, recently built by said Ward and now lying at his yard and not yet completely finished, which said boats are to be called the "Lowell Holbrook" and the "Harry Coggrill" and are like the boat built by said Ward called the "Harry Tyson" being the largest size of boat ever built in Cumberland and carrying freight on the Chesapeake and Ohio Canal. And the said William R. L. Ward doth hereby covenant, promise and agree to and with the said Astor Coal Mining Company, its successors and assigns, that he the said Ward will, at his own sole cost and expense, complete and finish the said two boats hereby sold, or intended so to be, at once in a good workmanlike manner, and in a style and quality of finish corresponding in all respects with that of the boat aforesaid called the "Harry Tyson"; and in the quickest practicable time; and also that he will register or cause to be registered in the office of the Chesapeake and Ohio Canal Company, the said two boats hereby sold by the names aforesaid in the name and as the property of the Astor Coal Mining Company. And also that he will enroll or cause to [be] enrolled the said two boats hereby sold in the United States Collector's office at the Port of Georgetown or Alexandria by the names aforesaid in the name and as the property of said Astor Coal Mining Company, as soon as said two boats are ready for such registry and enrollment. And also that he the said Ward will deliver the said boats, as soon as completed, to the said Astor Coal Mining Company, its successor, assigns or authorized Attorney or Agent.

In witness whereof the said William R. L. Ward has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in presence of

The words "twenty six" being first erased.

John White

W. R. L. Ward {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this eighth day of January eighteen hundred and fifty two, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid, William R. L. Ward, who I am of my own knowledge satisfied is, and hereby certify him to be the person named, described as, and professing to be the party grantor named in the foregoing deed or Bill of Sale, and duly acknowledged the same to be his act and deed; and I do hereby certify that at the same time also appeared before me J. Washington Tyson to me personally known, (the President of the said Astor Coal Mining Company) and made oath in due form of law that the consideration set forth in the foregoing Bill of Sale is true and bona fide as therein set forth.

John White, J.P.

Of the State of Maryland, Justice of the Peace in and for Allegany Co., received January 8th 1852, one dollar in lieu of the State of Maryland Stamp Tax at the time the foregoing Bill of Sale was offered for Record.

Horace Resley, Clerk

At the request of the Mineral Bank, the following Mortgage was recorded February 28th 1852.

This Indenture made this 26th day of February in the year eighteen hundred and fifty two, between William R. L. Ward of Allegany County and State of Maryland of the one part, and the Mineral Bank of Maryland of the County and State aforesaid of the other part. Whereas the said William R. L. Ward now stands indebted unto the said Mineral Bank of Maryland in the sum of six thousand dollars, current money; and whereas the said Bank has agreed to advance to the said Ward from time to time a further sum or sums of money not to exceed at one time the sum of one thousand dollars in advancements, and which said sum of six thousand dollars of present indebtedness and the said advancements not to exceed the sum of one thousand dollars, the said Ward is desirous to secure to the said Bank, the said Ward having heretofore on the 31st day of December, 1851, executed to the said Bank a mortgage on certain leasehold property or estate in the town of Cumberland by way of securing the said Bank in the sum of five thousand dollars, being part of the aforesaid sum of six thousand dollars of the present indebtedness to said Bank. And whereas the said Ward also now stands indebted and liable to the said Bank in another and further sum of six thousand and five hundred dollars upon certain drafts drawn upon the said Ward upon and accepted by Freeman Rawdon, and held and owned by said Bank, all of which are now due and protested for non-payment. And whereas the said Ward is also desirous to secure the said Bank in the payment of the aforesaid sum of six thousand five hundred dollars or for any deficiency that may be due the said Bank upon said drafts, which may not be paid by other parties, or realized out of the collateral security now held by said Bank for the same. And whereas the said Ward being desirous to secure the said Bank in the payment of the aforesaid sums of money hath executed these presents. Now this Indenture, Witnesseth, that the said William R. L. Ward for and in consideration of the premises and of the further sum of five dollars, current money, to him in hand paid by the said Mineral Bank of Maryland, 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 Mineral Bank of Maryland, its successors and assigns, one Packet Boat called "Fashion of Cumberland," one Packet Boat called "Belle of Williamsport," and one Packet Boat called "President," now on the stocks at Cumberland, and also all the furniture and equipments in and belonging in the said Packet Boats; also fifty horses and fifty sets of harness belonging to the said Ward and now used on the Chesapeake and Ohio Canal in towing Boats. To Have and to Hold the aforesaid three Packet Boats and their furniture, and horses and harness, unto the said Mineral Bank of Maryland, its successors and assigns. Provided always and it is declared to be the true intent and meaning of these presents, that if the said William R. L. Ward do and shall well and truly pay or cause to be paid unto the said Mineral Bank of Maryland, its successors and assigns, the aforesaid sum of six thousand dollars of present indebtedness and the amount of the aforesaid advancements to be made not exceeding the sum of one thousand dollars, on or before the first day of July next; and shall also pay or cause to be paid to the said Bank the aforesaid sum of six thousand & five hundred dollars due upon the said drafts on or before the first day of January next, with all interest and costs which may be due upon the said several sums of money, then these presents and every matter and thing herein contained shall cease and be utterly null and void, anything herein contained to the contrary notwithstanding. And the said William R. L. Ward further covenants and agrees to and with the said Bank, that in case the said Ward does not pay or cause to be paid the said several sums of money hereinbefore specified and secured, within thirty days after the time specified for the payment of the same, with the interest thereon, that then the said Mineral Bank of Maryland and or Joseph H.

Tucker, cashier thereof, shall have full power and authority to sell, at public sale, upon giving ten days notice thereof, for cash or credit at his discretion, the aforesaid Packet Boats, furniture and equipment, and the said horses and harness, and to apply the proceeds of sales, after deducting expenses, first the payment of the aid present indebtedness and advancements and interest thereon, and secondly to the payment of the said six thousand and five hundred dollars, due upon said drafts and interest thereon.

In testimony whereof, the said William R. L. Ward hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Signed, sealed and delivered in presence of  
A. F. Roberts  
H. H. Ainsworth

W. R. L. Ward {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twenty seventh day of February, 1852, before the subscriber, a Justice of the Peace of the State of Maryland and in and for Allegany County aforesaid, personally appeared William R. L. Ward, who is personally known to me to be the grantor on the above mortgage deed and acknowledged the same to be his act and deed. And at the same time and place also appeared before me, Joseph H. Tucker, cashier of the said Mineral Bank of Maryland, 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.

H. H. Ainsworth, J. P.

1852, February 28th, received six dollars in lieu of the State of Maryland Stamp tax on the above at the time of offering the same for record.

Horace Resley, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 8, p 365, 5/17/1852.

At the request of The Cumberland Coal & Iron Company the following Bill of Sale was recorded May 17th, 1852.

Received one dollar in lieu of the State of Maryland Stamp Tax on the following Bill of Sale.  
Horace Resley, Clerk.

This Indenture made this third day of May in the year of our Lord one thousand eight hundred and fifty two, between William R. L. Ward of Allegany County, in the State of Maryland, of the first part, and The Cumberland Coal and Iron Company, incorporated by an Act of the General Assembly of the said State, of the second part; Witnesseth, that the said party of the first part, for and in consideration of the sum of three hundred and fifty dollars, 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 is hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said The Cumberland Coal and Iron Company, its successors and assigns, all his right, title and interest in and to six canal boats now on the Chesapeake and Ohio Canal and called "General Tyson," "Colonel Young," "James Boyce," "H. B. Loomis," "E. W. Dunham" and "O. W. Sturtevant." To have and to hold said Ward's interest in the said canal boats above bargained and sold or mentioned and intended so to be, unto the said The Cumberland Coal and Iron Company, its successors and assigns. And the said William R. L. Ward doth hereby covenant, promise and agree to and with the said The Cumberland Coal and Iron Company, and its assigns, that the said Canal Boats now are free, clear and unencumbered of and from all liens and encumbrances done, suffered and permitted by him the said William R. L. Ward or by his means, sufferance or procurement. In Witness whereof the said William R. L. Ward has hereunto set his hand and seal the day and year first herein above mentioned.

Signed, sealed and delivered in the presence of: The words, "said Ward's interest in" interlined; and the words "two thousand" erased; and "three hundred and fifty" interlined before execution.  
J. B. Widener

W. R. L. Ward {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this seventh day of May in the year of our Lord eighteen hundred and fifty two, before me the subscriber a Justice of the Peace of the State of Maryland and in and for the County aforesaid, personally appeared William R. L. Ward, who the undersigned is of his own knowledge satisfied, is and hereby certifies him to be the person named and described and professing to be the party grantor in and to the foregoing deed or indenture, and duly acknowledged the same to be his act and deed for the intent and purpose therein mentioned.

Sworn before

J. B. Widener, J.P.

County of Allegany, to wit: I John B. Widener, a Justice of the Peace for the County aforesaid, in the State of Maryland, do certify that William R. L. Ward, whose name is signed to the writing above, bearing date on the third day of May in the year 1852, has acknowledged the same before me in my County aforesaid. Sworn under my hand this seventh day of May in the year eighteen hundred and fifty two.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fifteenth day of May 1852, personally appeared before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, Lowell Holbrook, President of the Cumberland Coal and Iron Company, the grantee in the foregoing deed, (and who I am satisfied by oral testimony is the person named and occupying that position in said Company) and made oath in due form of law that the consideration set forth in the foregoing Bill of Sale is true and bona fide as therein set forth.

H. H. Ainsworth, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 8, p 626, 9/4/1852.

At the request of the Mineral Bank of Maryland the following Mortgage was recorded Sept. 4th, 1852.

This Indenture made this sixteenth day of August in the year of our Lord eighteen hundred & fifty two, between William R. L. Ward of Allegany County in the State of Maryland of the one part, and the Mineral Bank of Maryland, a corporation duly chartered by the Legislature of Maryland, of the other part. Whereas the said William R. L. Ward stands indebted to said Bank upon a draft drawn by him upon Freeman Rawdon, bearing date on the fifth day of August eighteen hundred and fifty one. but not accepted by said Rawdon for the sum of fifteen hundred and twenty four dollars and sixty one cents, and also upon his promissory note for the sum of one thousand dollars, bearing date upon the thirtieth day of September eighteen hundred and fifty one, at thirty days after date, and also upon the promissory notes for the sum of five hundred dollars each, bearing date upon the ninth day of January eighteen hundred and fifty two, and also upon another promissory note for five hundred dollars bearing date upon the fourteenth day of June eighteen hundred and fifty two, amounting in the whole, exclusive of interest, to the sum of four thousand and twenty four dollars and sixty one cents, and which said indebtedness of said Ward to said Bank is separate from and in addition to his indebtedness to said bank in the sum of six thousand five hundred dollar upon certain drafts drawn by said Ward upon Freeman Rawdon and by him accepted, but not paid, and which said sum of four thousand and twenty four dollars and sixty one cents is the unpaid balance of the indebtedness secured and intended to be secured by the two mortgages executed by said Ward to said Bank, one bearing date thirty first day of December eighteen hundred and fifty one, and the other upon the twenty sixth day of February eighteen hundred and fifty two; except the said indebtedness of six thousand five hundred dollars aforesaid, and except said last mentioned note for five hundred dollars. And whereas the said Ward is further indebted to said Bank in the further sum of eight hundred and fifty dollars upon his note bearing date upon the seventh day of August eighteen hundred and fifty two, at thirty days after date, And whereas the said Ward is willing to give further security to said Bank for the aforesaid indebtedness of four thousand and twenty four dollars and sixty one cents, and is desirous to secure & make safe to said bank the payment of the aforesaid note for eight hundred and fifty dollars, Now therefore this Indenture Witnesseth that the said William R. L. Ward for and in consideration of the premises and of the sum of five dollars to him in hand paid by the said Bank at and before the sealing and delivery of these presents, hath granted, bargained and sold & by these presents doth grant, bargain and sell unto the said Mineral Bank of Maryland, its successors and assigns, the new canal boat called "Juno of Georgetown," and the canal boat now building on the stocks in the Boatyard of said Ward in the Town of Cumberland, and also all the furniture and fixtures belonging to or in anywise appertaining to said Boats. To Have and to Hold the above mentioned Boats, furniture and fixtures unto the said Mineral Bank of Maryland, its successors and assigns, forever. Provided nevertheless that if the said William R. L. Ward shall well & truly pay unto the Mineral Bank of Maryland the aforesaid indebtedness of four thousand and twenty four dollars and sixty one cents, with the interest thereon, and the aforesaid sum of eight hundred and fifty dollars, with interest thereon, on or before the first day of November next then this instrument of writing and every matter and thing therein contained shall cease and be utterly null and void, otherwise to be and remain in full force and virtue in law, and the said William R. L. Ward does hereby covenant and agree to and with the said Bank, that in case the said Ward fails to pay the aforesaid sums of money hereinbefore specified on or before the first day of December next, with the interest thereon, that Joseph H. Tusker, the cashier of said Bank, shall have full power and authority

to sell the aforesaid boats and property at public sale, upon giving ten days notice thereof in some newspaper published in the Town of Cumberland, for cash or on credit at his discretion, and to apply the proceeds of sale, after deducting the necessary expenses, first to the payment of said note of eight hundred and fifty dollars, and then to the aforesaid indebtedness of four thousand and twenty four dollars and sixty cents.

In testimony whereof the said William R. L. Ward has hereunto subscribed his name and affixed his seal on the day and year first herein written.

Signed, sealed & delivered in presence of:

Wm. R. L. Ward {Seal}

Andrew Gonder

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this sixteenth day of August of eighteen hundred and fifty two, before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William R. L. Ward and acknowledged the foregoing instrument of writing to be his act and deed. And I do further certify that at the same time and place also personally appeared Joseph H. Tucker, cashier of the Mineral Bank of Maryland, and made oath before me, on the Holy Evangely of Almighty God, that the consideration in the foregoing mortgage is true and bona fide as therein 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 8, p 653, 9/17/1852.

At the request of the State of Maryland, the following Bond was recorded September 17, 1852.

Know all men by these presents that we Michael A. Myers, Caleb D. Wildersleeve and Heziah Wright, all of the City of New York and State of New York are held and firmly bound unto the State of Maryland in the full and just sum of twenty thousand dollar, current money of the United States, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done, we bond ourselves, our heirs, executors and administrators, jointly and severally, first by these presents, sealed with our seal and dated this sixteenth day of September in the year of our Lord one thousand eight hundred and fifty two. Whereas a certain Freeman Rawdon of the said City and State of New York has, by deed bearing date the fourth day of October in the year eighteen hundred and fifty one and duly recorded in Liber H. B. No. 7, folio 590 and 591, one of the land records of Allegany County in the State of Maryland, conveyed to the above named Michael A. Myers certain real and personal estate in said deed particularly mentioned and described in trust for the benefit of the persons therein named or referenced to and for other purposes as set forth in said deed. Now the condition of the above obligation is such that if the above bound Michael A. Myers do and shall well and faithfully perform the intent reposed in him by said deed, then the above obligation to be void, else to remain in full force and virtue.

Signed, sealed & delivered in presence of us:  
C. L. Bushnell, Commissioner  
in New York  
John A. Foley

Michael A. Myer {Seal}  
Caleb D. Wildersleeve {Seal}  
Heziah Wright {Seal}

State of New York, City and County of New York, ss: Be it remembered that on the sixteenth day of September in the year of our Lord one thousand eight hundred and fifty two, before me the subscriber, a commissioner in said State, appointed by the Governor of Maryland, to administer oaths and affirmations, and to take depositions, affidavits and the acknowledgement and proof of deeds & to be used and recorded in said State or Maryland, and duly commissioned and sworn, and dwelling in the City of New York, personally appeared Michael A. Myers, Caleb D. Wildersleeve and Heziah Wright, known to me to be the persons who are named and described in and professing to be the parties to the hereunto annexed instrument, who severally acknowledge the said instrument to be their free, voluntary act and sees for the use and purpose and consideration therein expressed.

In testimony whereof I Charles L. Bushnell, Commissioner as aforesaid, have hereunto set my hand and have affixed hereto my official seal, as such commissioner, the day and year last aforesaid.

C. L. Bushnell, Commissioner  
in the State of New York, appointed by the Governor of the State of Maryland. No. 65 Wall Street,  
5th story, New York City



Allegany County Courthouse, Cumberland, MD, Deed Book 8, p 695, 10/28/1852.

At the request of Richard D. Johnson the following Mortgage was recorded October 28th, 1852.

This Indenture made this twenty seventh day of October in the year of our Lord one thousand eight hundred and fifty two, between William R. L. Ward of Allegany County in the State of Maryland of the one part, and Richard D. Johnson of the same County and State of the other part. Whereas the said William R. L. Ward is indebted unto the said Richard D. Johnson in the sum of six hundred and ninety dollars, current money, upon two certain promissory notes properly executed by the said William R. L. Ward upon paper stamped with the State of Maryland twenty-five cent stamp - each of said notes being for the sum of three hundred and forty five dollars and both bearing even date herewith, and payable with legal interest thereon one in twelve, and the other in eighteen months from the date thereof; and in order to secure the payment of the said two promissory notes, with the interest thereon, at the time at which the same shall respectively become due and payable - the said William R. L. Ward is willing to execute these presents. Now therefore this Indenture witnesseth, that the said William R. L. Ward, for and in consideration of this said indebtedness and also in further consideration of the sum of five dollars, current money of the United States, to him in hand paid by the said Richard D. Johnson at and before the sealing or delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, aliened, enfeoffed and confirmed and by these presents doth grant, bargain and sell, alien, enfeoff and confirm & assign, transfer and set over unto the said Richard D. Johnson, his executors, administrators and assigns, all the following described real and personal property & chattels, to wit: all that lot or parcel of land lying and being in the Town of Cumberland in Allegany County in the State of Maryland, conveyed to the said William R. L. Ward by indenture of Lease for ninety-nine years from Thomas I. McKaig, Trustee, Moore N. Falls, Jane L. Ramsey and Alpheus Beall and Samuel Eckles, Trustees, bearing date on the fifth day of January in the year of our Lord one thousand eight hundred and fifty one & recorded amongst the Land Records of Allegany County in Liber N. B. No. 7, folio 133, 134, 135, 136 and 137, and to which said lease and record reference is hereby made for a more full and particular description of the said lot or parcel of land, the same being a part of the tract of land commonly known as the "Bettie Property." Also all that lot or parcel of land lying and being in the Town of Cumberland in Allegany County in the State of Maryland conveyed to the said William R. L. Ward by Indenture of Lease for ninety-nine years from David Shriver, bearing date on the fifth day of December in the year of our Lord one thousand eight hundred and fifty and recorded amongst the Land Records of said Allegany County in Liber H. B. No. 7, folio 101, 102, 103 and 104, and containing one acre and one hundred perches of land, more or less, and to which said last mentioned lease reference is also hereby made for a more full and particular description of the said lot or parcel of land; also one packet boat called "President," one other packet boat called "Fashion of Cumberland," and one other packet boat called "Belle of Williamsport," and the engines, furniture and equipments of said several packet boats, or belonging or appertaining to the same; and also one canal boat called "Juno of Georgetown," and one other canal boat not yet finished and now being built on the stocks at the Boat Yard of the said William R. L. Ward in the Town of Cumberland aforesaid; Together with all and singular the rights, members, privileges, advantages and appurtenances unto the said real and personal property above described and every part thereof belonging or in any wise appertaining; and also all the estate, right, title and interest, trust, property, claim and demand whatsoever, both at law and in equity of him the said William R. L. Ward of, in and to the said above described real and personal property and chattels and every part and parcel thereof. To Have and to Hold the said real and personal property & chattels above described, with the appurtenances thereunto belonging, and also all the right, title, interest and

estate of the said William R. L. Ward, both at law and in equity of, in and to the same and every part and parcel thereof, unto him the said Richard D. Johnson, his executors, administrators and assigns, and to and for no other use, intent or purpose whatsoever. Provided always and upon this condition, that if the said William R. L. Ward, his executors, administrators or assigns, shall well and truly pay or cause to be paid unto him the said Richard D. Johnson, his executors, administrators or assigns, the said several sums of money of three hundred and forty five dollars each, mentioned and specified in the said promissory notes hereinbefore mentioned, together with all interest thereon, at the time at which the said two promissory notes shall respectively become due and payable, without any deduction or abatement whatsoever, then these presents and every matter and thing therein contained shall cease and be wholly null and void. And the said Richard D. Johnson on his part doth covenant and agree to and with the said William R. L. Ward, that in case the said William R. L. Ward shall within one year from the date of these presents well and truly pay unto the said Richard D. Johnson, his executors, administrators or assigns, the sum of five hundred dollars, current money, with legal interest thereon from this date, then and in such case the said Richard D. Johnson agrees and binds himself to release this present mortgage or indenture, and to reconvey unto the said William R. L. Ward the property hereinbefore described and to give up and deliver over to the said William R. L. Ward the said two promissory notes hereinbefore mentioned. And to receive the said sum of five hundred dollars, with interest thereon, in full satisfaction of the said promissory notes provided however that the same is paid in twelve months from this date, & the time limited for the payment of the said sum of five hundred dollars is hereby declared to be material to this covenant, and unless the same is paid at or before the particular time specified, this covenant is to be of no effect whatever. In testimony whereof the said William R. L. Ward and also the said Richard D. Johnson have hereunto respectively set their hands and seals on the day and year first hereinbefore written.

Signed, sealed & delivered in presence of: W. R. L. Ward {Seal}  
The words "or before" being interlined on R. D. Johnson {Seal}  
the 32nd line before signing - 4th page.  
Andrew Gonder, John White

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twenty seventh day of October in the year of our Lord one thousand eight hundred and fifty two, before the subscribers, two Justices of the Peace of the State of Maryland, in and for Allegany County, personally appeared William R. L. Ward, he being personally known to us to be the identical person named and described as and professing to be the party grantor to the foregoing indenture or instrument of writing, and did acknowledge the aid indenture or instrument of writing to be his act and deed. And we further testify that at the same time and place, also personally appeared before us Richard D. Johnson, party mortgagee in the said indenture named, and made oath on the Holy Evangelly of Almighty God that the consideration set forth in the said indenture or mortgage is true and bona fide as therein set forth. In witness whereof we hereunto subscribe our names on the day and year aforesaid.

Andrew Gonder, J.P.

John White, J.P.

At the request of Henry Thomas Weld the following Mortgage was recorded Nov. 25th, 1852.

This Indenture made this twelfth day of November in the year of our Lord one thousand eight hundred and fifty two, between William R. L. Ward of Allegany County in the State of Maryland of the one part, and Henry Thomas Weld of said County and State of the other part. Whereas the said William R. L. Ward stands indebted unto the said Henry Thomas Weld in the sum of four hundred and eighty seven dollars and fifty cents upon his three promissory notes, written upon paper duly stamped according to the Laws of Maryland with a ten cent stamp, bearing even date with these presents, for the sum of one hundred & forty nine dollars and sixteen cents each, payable at twelve, fifteen and eighteen months after date respectively, with interest from date. And whereas the said William R. L. Ward is anxious to secure to the said Henry Thomas Weld the payment of the aforesaid promissory notes, with interest thereon, as they become due & payable: Now this Indenture Witnesseth, that the said William R. L. Ward for and in consideration of the premises and of the sum of five dollars to him in hand paid by the said Henry Thomas Weld, the receipt whereof he doth hereby acknowledge, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld the Canal Boat called "Juno" now on the Chesapeake and Ohio Canal. To Have and to Hold unto the said Henry Thomas Weld, his executors and assigns. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents and of the parties hereto, that if the said William R. L. Ward do and shall well and truly pay or cause to be paid unto the said Henry Thomas Weld or his assigns, the aforesaid promissory notes and the interest thereon as they severally fall due, then this indenture of writing and every matter and thing therein contained shall cease and be absolutely null and void, otherwise to remain in full force and virtue in law. And the said William R. L. Ward does hereby covenant and agree with the said Henry Thomas Weld and does hereby authorize & empower the said Henry Thomas Weld, in case the aforesaid promissory notes or either of them is not paid at maturity, to sell at public sale the aforesaid Canal Boat "Juno," giving said Ward fifteen days notice of the time and place of such sale, and the proceeds of such sale to apply to the payment of said notes, and the surplus, if any, to pay to said Ward. And the said Henry Thomas Weld on his part doth covenant and agree to permit said Ward to have the use of his present office and carpenter shop, and the use of the dry dock for the repair of boats, and room or space on said property to build a Canal Boat until the first day of January next, and to give to said Ward twelve hundred feet of oak plank to plank the bottom of the canal boat said Ward is now building. And the said Ward does hereby deliver unto said Weld possession of all the rest of the property, conveyed to the said Weld by the said Ward by an instrument of writing, bearing date on the eleventh day of November eighteen hundred and fifty two, on the day of the date of these presents, and does hereby covenant and agree with the said Weld to deliver to him quiet and peaceable possession of the said office, dry dock and room occupied in building a canal boat, on the first day of January eighteen hundred and fifty three.

In testimony whereof the said William R. L. Ward hereunto set his hand and affixed his seal on the day and year first above written.

Signed, sealed & delivered in presence of:

Also the words "giving said Ward fifteen days notice of the time & place of sale" on the 15th line & 15th line. Also "and carpenter shop" on the 20th line before signing.

H. H. Ainsworth

W. R. L. Ward {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twelfth day of November eighteen hundred and fifty two, before the subscriber, a Justice of [the Peace] the State of Maryland in and for Allegany County, personally appeared William R. L. Ward and acknowledged the foregoing instrument of writing to be his act and deed for the purposes therein mentioned. In testimony whereof I have hereunto subscribed my name on day and year aforesaid.

H. H. Ainsworth, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twelfth day of November eighteen hundred and fifty two, before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, mortgagee in the foregoing instrument of writing, and made oath on the Holy Evangely of Almighty God that the consideration stated therein is true and bona fide as therein set forth. In witness whereof I have hereunto subscribed my name on the day and year aforesaid.

H. H. Ainsworth, J. P.



At the request of Henry Th. Weld the following Deed was recorded November 25th, 1852.

This Indenture made this eleventh day of November in the year of our Lord one thousand eight hundred and fifty two, between William R. L. Ward of Allegany County in the State of Maryland of the one part, and Henry Thomas Weld of said County and State aforesaid, of the other part. Witnesseth, that the said William R, L. Ward, for and in consideration of the sum or five thousand dollars to him in hand paid by the said Henry Thomas Weld at and 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, assign, transfer and set over unto the said Henry Thomas Weld all and several those leasehold premises mentioned and described in two indentures of lease, one executed by David Shriver to said Ward bearing date on the fifth day of December eighteen hundred and fifty, and recorded in Liber H. B. No. 7, folios 101, 102, 103, 104, one of the Land Records of Allegany County; the other executed by Thomas I. McKaig, Trustee, Moore N. Falls, Jane C. Ramsay, Alpheus Beall and Samuel Eckles, trustees, bearing date upon the twenty-fifth day of January eighteen hundred and fifty one and recorded in Liber N. B. No. 7, folios 133, 134, 135, 136, 137, one of the Land Records of Allegany County, and all the right, title and interest of the said Wm. R. L. Ward, both at law and in equity, of, in and to the same, and of the terms thereby created as fully and in all respects as now held and owned & possessed by the said Ward. To have and to hold the aforesaid leasehold premises and terms thereby created, and all the right of the said Ward therein and thereto, unto to the said Henry Thomas Weld, his executors, administrators and assign. And the said William R. L. Ward, for himself, his executors, administrators, doth covenant, promise and agree with the said Henry Thomas Weld to pay & satisfy or have released all executions, taxes, ground rents due on said property, and a proportional part of such ground rents as are now falling due at the expiration of the next day of payment, all mortgages, liens, encumbrances and charges of what nature or kind soever. In testimony whereof the said William R. L. Ward hath hereunto subscribed his name and affixed his seal on the day & year first herein written.

Signed, sealed & delivered in presence of  
H. H. Ainsworth, John Lsephart

W. R. L. Ward {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 11th day of November 1852, before the subscribers, two Justices of the Peace of the State of Maryland in and for Allegany County, personally appeared William R. L. Ward, he being known to us to be the person who is named and described as and professing to be a party to the foregoing indenture, and doth acknowledge the same to be his act & deed for the purpose therein mentioned. In testimony whereof we hereunto subscribe our names on the day and year aforesaid. The words "or have released" in 8th line on 2nd page interlined before signed and sealing.

And we do further certify that at the same time and place also appeared before us Henry Thomas Weld and made oath before us, on the Holy Evangely of Almighty God, that the consideration stated in the foregoing indenture is true and bona fide as therein set forth. In testimony whereof we hereunto subscribe our names on the day and year aforesaid.

H. H. Ainsworth, J.P.

John Lsephart, J.P.

Received one dollar in lieu of the State of Maryland Stamp tax at the time this deed was offered for record.

H. Resley, Clerk.



Allegany County Courthouse, Cumberland, MD, Deed Book 9, p 87, 12/1/1852.

At the request of George A. Pearre the following Mortgage was recorded December 1st, 1852.

This Indenture made this 18th November eighteen hundred and fifty two, between William R. L. Ward of Allegany County in the State of Maryland of the one part, and George A. Pearre of said County and State of the other part. Whereas the said William R. L. Ward stands indebted unto the said George A. Pearre in the sum of one hundred and fifty dollars for professional services rendered as attorney and counselor. And whereas the said George A. Pearre has agreed with said Ward to pay and take up a draft for one hundred dollars drawn by Wm. R. L. Ward on George N. Northrop in favor of J. N. Jathrop, falling due on 16th Nov. 1852 or thereabout. Now this Indenture Witnesseth, that the said Wm. R. L. Ward, with a view to secure to the said George A. Pearre the aforesaid one hundred and fifty dollars and the said one hundred dollars so agreed to be advanced, hath granted, bargained and sold and by these presents doth grant, bargain & sell unto the said George A. Pearre, his executors, administrators and assigns, the following property, to wit: one large iron safe, one letter press, one corn cracker, one circular saw, one upright saw and gearing for cutting curves, one wagon and also the boat now on the stocks in the yard of said Ward called "The Ceres." To Have and to Hold unto the said George A. Pearre, his executors, administrators and assigns. Provided nevertheless and it is hereby declared to be the true and intent and meaning of these presents, & of the parties hereunto, that if the said William R. L. Ward shall well and truly pay unto the said George A. Pearre the sum of one hundred dollars to be advanced by him in payment of said draft within eighteen days from this date and shall well and truly pay the said sum of one hundred and fifty dollars due as aforesaid, on or before the 1st January next, then this instrument of writing and any matter and thing therein contained shall be null and void, otherwise to be and remain in full force and virtue in law. And the said Ward, in case of default in either of the payments aforesaid, does hereby authorize and empower the said George A. Pearre to sell the aforesaid property upon such terms and notices as to him seem fit, and the proceeds to apply to the payment of the aforesaid debts. In testimony whereof the said William R. L. Ward hath hereunto set his hand and affixed his seal on the day and year just above written.

Signed, sealed & delivered in presence of  
H. H. Ainsworth

W. R. L. Ward {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 18th day of November eighteen hundred and fifty two, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared William R. L. Ward and acknowledged the foregoing instrument of writing to be his act and deed. And I do further certify that at the same time and place also personally appeared George A. Pearre and made oath on the Holy Evangelical of Almighty God that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth. In testimony whereof I hereunto subscribe my name on the day and year aforesaid.

H. H. Ainsworth, J.P.

Received 15 cents, the State of Md. Stamp tax on the above mortgage at the time of offering the same for record.

H. Resley, Clerk



Allegany County Courthouse, Cumberland, MD, Deed Book 9, p 311, 4/21/1853.

At the request of the Cumb. Coal & Iron Co. the following Deed was recorded April 21st, 1853.

This Indenture made this twenty second day of March in the year of our Lord one thousand eight hundred and fifty three, between Michael A. Myers, Trustee as hereinafter mentioned and Freeman Rawdon and Margaret F. his wife all of the City of and State of New York of the first part & the Cumberland Coal & Iron Company, incorporated by an Act of the General Assembly of the State of Maryland of the second part.

Whereas the said Freeman Rawdon by his deed bearing date on the 4th day of October 1851 and recorded in Liber H. B. No. 7, folio 590 &c. one of the Land Records of Allegany County in the State last mentioned, did sell and convey unto the said Michael A. Myers one undivided half part of and all his right, title and interest to all that tract of land called "Commercial Mart" containing thirty and one eighth acre of land more or less lying & being in and adjoining the Town of Cumberland in the County last aforesaid in trust with all convenient speed to sell and convey the same in fee simple and to apply the proceeds of sale as directed therein all of which will more fully appear in reference being had to said deed of trust.

And whereas the said Trustees has sold to the said party hereto of the second part for the sum of twenty thousand dollars which hath been fully paid and satisfied "one undivided half part of all that part of said tract of land which lies west of the Baltimore & Ohio Rail Road as now located and hereinafter more fully bounded and described, saving and excepting also such part of said tract of land as has hereinbefore been granted to and is now occupied by the Chesapeake & Ohio Canal Company for its guard bank, tow path, locks and Canal Basin of one hundred and ten feet in width next adjoining the Eastern side of said guard bank measured eastwardly and at the water surface of said Basin when full. And whereas the said Cumberland Coal & Iron Company are desirous that the title to said premises shall be most freely and completely vested in them not only by the sale & conveyance of said Trustee but by a deed from said Rawdon which the said Rawdon has agreed he will make and execute joining his wife with him as one of the party grantors.

Now therefore this indenture witnesseth that the said parties of the first part in consideration of the premises & for the further consideration of ten dollars to them in hand paid the receipt of which is hereby acknowledged and the said party of the second part and its assigns forever released and discharged from the payment of the same by these presents, have granted, bargained and sold, aliened, remised, released, conveyed and confirmed and do by these presents give, grant, bargain and sell, alien, remise, release, convey and confirm unto the said party of the second part and its assigns forever, all their right, title and interest in and to one undivided half part of all that part of a tract of land called "Commercial Mart" lying in and adjoining the Town of Cumberland in the county of Allegany & State of Maryland aforesaid which lies west of the Baltimore & Ohio Rail Road as at present located and bounded as follows, to wit: beginning for the said part (one undivided half part of which is hereby sold and conveyed or intended so to be) at the beginning of the whole tract called "Commercial Mart" and running thence to the intersection of the first line thereof with the western boundary line of the parcel of said tract called "Commercial Mart" heretofore condemned for the use of the Baltimore and Ohio Rail Road Co. and now occupied by the bed of its Rail Road, thence with said Western boundary line northerly to the intersection thereof with the third line of the whole tract called "Commercial Mart," then with said last line from said last point of intersection to the end

thereof , thence with all the following lines of said whole tract to its beginning, except however such part of said last parcel hereby sold and conveyed or intended so to be as has heretofore been granted to and is now occupied by the Chesapeake and Ohio Canal Company for its guard bank, tow path, locks and Canal Basin of one hundred and ten feet in width next adjoining the Eastern side of said Guard bank measured easterly and at the water surface of said Basin when full, continuing for the whole twenty five acres of land more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold unto the said The Cumberland Coal & Iron Company its successors and assigns forever & the said Freeman Rawdon for himself, his heirs, executors and administrators doth hereby covenant, promise and agree to and with the said Cumberland Coal & Iron Company and its assigns that he the said Freeman Rawdon and his heirs the one undivided half part of said parcel of ground except as aforesaid hereby sold and conveyed or intended so to be and other the premises with the appurtenances unto the said party of the second part and its assigns forever against the said parties of the first part and their heirs and all or any other person or persons whomsoever lawfully claiming or to claim the same or any part thereof through, by or under them or any or either of them shall & will covenant and by these presents forever defend.

In witness whereof the said parties of the first part have hereunto set their hands and seals on the day and year on these presents first before written.

Signed, sealed and delivered in presence of  
Oliver Richardson, C. J. Bushnell

Michael A. Myers, Trustee {Seal}  
Freeman Rawdon {Seal}  
Margaret Rawdon {Seal}

State of New York, City & County of New York, SS: I Charles J. Bushnell a commissioner in said state appointed by the Governor of the State of Maryland to administer oaths and affirmations, and to take depositions, affidavits & the acknowledgement and proof of deeds & to be used or recorded in the said State of Maryland and duly commissioned and sworn & dwelling in the City of New York, I do certify that on the twenty second day of March one thousand eight hundred and fifty three before me personally appeared Freeman Rawdon and Margaret Rawdon his wife known to me to be the persons who are named and described as and professing to be the parties of the first part to the annexed deed or indenture and severally acknowledged the said indenture to be their respective act and deed, the said Margaret F. having signed and sealed said indenture before me out of the presence & hearing of her husband and being by me also privately examined out of the presence and hearing of her said husband whether she doth execute and acknowledge the same freely and willingly and without being induced so to do by fear or threats of or all usage by her said husband or by fear of his displeasure declare a its and saith that she doth. Also at the same time & place personally appeared Michael A. Myers known to me to be the other person who is named & described as and professing to be one of the parties of the first part to the said deed or indenture and acknowledged the said indenture or instrument of writing to be his act and deed as Trustee as therein set forth.

In witness whereof I Charles J. Bushnell commissioner as aforesaid have hereunto set my hand and have affixed hereto my official seal as such commissioner the 22nd day of March A.D. 1853.

Charles J. Bushnell

Commissioner in the State of New York appointed by the Governor of the State of Maryland, No 63 Wall Street, 3rd Story, New York City.

State of New York, City & County of New York, SS: Before me Charles J. Bushnell Commissioner for the State of Maryland residing in the City of New York to take acknowledgements & proof of deeds, &c. personally appeared Michael A. Myers & Freeman Rawdon parties named in the annexed deed and severally made oath upon the Holy Evangely of Almighty God that the consideration set forth in the said deed is true & bona fide as therein set forth. Taken, subscribed and sworn before me this 22nd day of March one thousand eight hundred and fifty three.

Michael A. Myers, Trustee  
Freeman Rawdon

C. J. Bushnell  
Commissioner for Maryland in New York,  
N. Y. City

Received one dollar the State of Maryland stamp tax on the above when offered for record.

H. Resley, Clerk