

BARTON COAL COMPANY
CANAL BOAT MORTGAGES
1868
ALLEGANY COUNTY, MD

Compiled by
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APRIL 2019

A. PREFACE

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.

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April 2019
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Barton Coal Company Canal Boat Mortgages 1868, Allegany County, MD

Owner's/Buyer's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost
Jacob Zigler	28	199	10/6/1868	Van Lear Sprigg	\$1,250
William McDonald	28	247	9/29/1868	Jennie Lind	\$1,250
William Hall	28	254	10/21/1868	Richard Bender	\$1,250

Allegany County Courthouse, Cumberland, MD, Deed Book 28, page 199, 10/6/1868.

At the request of Barton Coal Company this Mortgage was recorded Oct. 6th, 1868.

This Indenture, made this fifteenth day of August eighteen hundred and sixty-eight, between Jacob Zigler of Indiana County, State of Pennsylvania of the first part and the Barton Coal Company, Allegany County, State of Maryland, party of the second part. Whereas the said Barton Coal Company of Allegany County, State of Maryland, of the second part. **Whereas** the said Barton Coal Co. has this day sold to the said Jacob Zigler the Canal Boat called "Van Lear Sprigg" at and for the sum of twelve hundred and fifty dollars, which the said Jacob Zigler is to pay unto the said Barton Coal Company, its successors and assigns, in installments of forty dollars each trip for twenty trips, then thirty five dollars for each succeeding trip until the whole twelve hundred and fifty dollars with interest thereon from this date is paid, made by said boat from Cumberland to Georgetown, Alexandria, Washington City or other intermediate ports, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was part of the said contract of purchase and sale between the said Jacob Zigler and the said Barton Coal Company, that the said Jacob Zigler shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done; and shall run said boat as a night and day boat with at least four head of stock unless at any time permission shall be given him by the said Company or its Agent to run said boat as a day boat when he may so run said boat during the continuance of said permission and no longer and shall give a preference in freighting to the coal of such Company or person as the said Barton Coal Company may from time to time direct provided such Company, person or persons are ready to load him at the current rates of freight payable by the large Companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and shall keep said boat in proper repair, all of which said stipulations the said Jacob Zigler hereby covenants and agrees with the said Barton Coal Co., its successors and assigns to fulfill and perform. Provided always that if from any cause whatsoever the said Barton Coal Co. shall not be prepared with coal within twenty-four hours of the boat being reported by the Captain as ready to receive her load then all claim of said Company to the services of said boat for that trip is cancelled except so far as its right to claim the trip money is concerned. And whereas the said Jacob Zigler is anxious to secure unto the said Barton Coal Company, its successors and assigns, the regular prompt and due performance of the covenants aforesaid and the said Jacob Zigler is willing to execute these presents.

Now this Indenture, Witnesseth that the said Jacob Zigler for and in consideration of the premises hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Barton Coal Co. its successors and assigns, the Canal Boat called "Van Lear Sprigg" to have and to hold the same unto the said Barton Coal Co. its successors and assigns forever. Provided, nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said Jacob Zigler shall well and truly pay unto the said Barton Coal Co. its successors and assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid shall be fully paid; and if the said Jacob Zigler shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this Mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void, otherwise to remain in full force and virtue in law. And this instrument further Witnesseth that if it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said Jacob Zigler to make regular payments on account of said purchase

[money], as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a failure to run said boat as a night and day boat with at least the number of stock herein required unless with the permission first had and obtained as herein provided, or in case a failure or neglect on the part of the said Jacob Zigler to freight for the Company or person designated by the said Barton Coal Co., or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this Mortgage named to be done and performed on the part of the said Jacob Zigler, then and in either event the said Barton Coal Co. its successors and assigns, is hereby authorized to take immediate possession of said boat and after ten days of public notice thereof in a newspaper printed in the City of Cumberland to sell said canal boat at public sale as mortgagee to the highest bidder for cash or on credit and out of the proceeds of such sale first pay the expenses of such sale and advertisement, and then the balance due to the said Barton Coal Co. its successors or assigns of said purchase money and interest.

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

Test: J. M. Strong:

Jacob Zigler {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth day of October 1868 before the subscriber, a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared Jacob Zigler and acknowledged the foregoing instrument to be his act and deed.

J. M. Strong, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on the sixth day of October 1868 before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William H. Cahill, Agent of the Mortgagee in the foregoing Mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing Mortgage is true and bona fide herein set forth and that he is authorized to make such oath. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 28, page 247, 9/29/1868.

At the request of Barton Coal Co. this Mortgage was recorded Sep. 29th, 1868.

This Indenture, made this twenty-ninth day of September eighteen hundred and sixty-eight, between William McDonald of Washington County, State of Maryland of the first part and the Barton Coal Company, of Allegany County, State of Maryland, of the second part. **Witnesseth**, whereas the said Barton Coal Company has this day sold to the said William McDonald the Canal Boat called "Jennie Lind" at and for the sum of twelve hundred and fifty dollars, which the said William McDonald is to pay unto the Barton Coal Company, its successors and/or assigns, in installments of forty dollars each trip (for twenty trips, then thirty five dollars for each succeeding trip until the whole twelve hundred and fifty dollars with interest thereon from this date is paid) made by said boat from Cumberland to Georgetown, Alexandria, Washington City, or any intermediate port, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was part of said contract of purchase and sale between the said William McDonald and the said Barton Coal Company, that the said William McDonald shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done and shall run said boat as a night and day boat with at least four head of stock unless at any [time] permission shall be given him by the said Company or its Agent to run it as a day boat when he may so run it during continuance of said permission and no longer and shall give a preference in freighting to the coal of such Company or persons as the said Barton Coal Company may from time to time direct provided such Company, person or persons are ready to load him at the current rates of freight payable by the large Companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading and keep said boat in proper repair, all of which said stipulations the said William McDonald hereby covenants and agrees with the said Barton Coal Company, its successors and assigns to fulfill and perform. Provided always that if from any cause whatsoever the said Barton Coal Company shall not be prepared with coal within twenty-four hours of the boat being reported by the Captain as ready to receive her load then all claim of said Company to the services of the boat for that trip is cancelled except so far as its right to claim the trip money is concerned. And whereas the said William McDonald is anxious to secure unto the said Barton Coal Company, its successors and assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to said [Company] its successors and assigns, the regular, prompt and due performance of the covenants aforesaid and the said William McDonald is willing to execute these presents.

Now this Indenture Witnesseth that the said William McDonald for and in consideration of the premises hath bargained, granted and sold, and by these presents doth grant, bargain and sell unto the said Barton Coal Company its successors and assigns, the Canal Boat called "Jennie Lind" to have and to hold the same unto the said Barton Coal Company its successors and assigns forever. Provided, nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said William McDonald shall well and truly pay unto the said Barton Coal Company its successors or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid shall be fully paid; and if the said William McDonald shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this Mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void, otherwise to be and remain in full force and virtue in law. And this instrument further Witnesseth that it is mutually agreed between the

parties aforesaid that in case of any default upon the part of the said William McDonald to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a failure to run said boat as a night and day boat with at least the number of stock herein provided except in the case herein before provided, or in case of refusal or neglect upon the part of the said William McDonald to freight for the Company or person designated by the said Barton Coal Company, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this Mortgage named to be done and performed on the part of the said William McDonald then and in either event the said Barton Coal Company its successors or assigns, is hereby authorized to take immediate possession of said boat and after ten days of public notice thereof in a newspaper printed in the City of Cumberland to sell said canal boat at public sale as mortgagee to the highest bidder for cash or on credit and out of the proceeds of such sale first pay the expenses of such sale and advertisement, and then the balance due said Barton Coal Company its successors or assigns of said purchase money and interest.

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

Test: Andrew Gonder:

William McDonald {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty-ninth day of September, eighteen hundred and sixty eight before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William McDonald and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twenty-ninth day of September eighteen hundred and sixty eight before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William H. Cahill the Agent of Mortgagee in the foregoing Mortgage and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing Mortgage is true and bona fide herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty-ninth day of September eighteen hundred and sixty eight before, the subscriber, a Justice of the Peace of the State of Maryland in and for County aforesaid, personally appeared William H. Cahill and made oath on the Holy Evangelical of Almighty God that he is the Agent of the Barton Coal Company, the Mortgagee in the foregoing Mortgage. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 28, page 254, 10/21/1868.

At the request of Barton Coal Company this Mortgage was recorded Oct. 21, 1868

This Indenture, made this first day of October eighteen hundred and sixty-eight, between William Hall of Allegany County, State of Maryland party of the first part and the Barton Coal Company, Allegany County, State of Maryland, party of the second part. Whereas the said Barton Coal Company has this day sold to the said William Hall the Canal Boat called "Richard Bender" at and for the sum of twelve hundred and fifty dollars, which the said William Hall is to pay unto the Barton Coal Company, its successors and assigns, in installments of forty dollars each trip for twenty five trips, then thirty five dollars for each succeeding trip until the whole twelve hundred and fifty dollars with interest thereon from this date is paid made by said boat from Cumberland to Georgetown, Alexandria, Washington City or at a rate proportional to the forty dollars for the whole distance when made to any other intermediate port, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was part of said contract of purchase and sale between the said William Hall and the said Barton Coal Company, that the said William Hall shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done; and shall run said boat as a night and day boat with at least four head of stock unless at any time permission shall be given him by the said Company or its Agent to run said boat as a day boat when he may so run said boat during continuance of said permission and no longer and shall give a preference in freighting to the coal of such Company or person as the said Barton Coal Company may from time to time direct provided such Company, person or persons are ready to load him at the current rates of freight payable by the large Companies for the like services within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, all of which said stipulations the said William Hall hereby covenants and agrees with the said Barton Coal Company, its successors and assigns to fulfill and perform. Provided always that if from any cause whatsoever the said Barton Coal Company shall not be prepared with coal within twenty-four hours of the boat being reported by the Captain as ready to receive her load then all claim of said Company to the services of said boat for that trip is cancelled except so far as its right to claim the trip money is concerned. And whereas the said William Hall is anxious to secure unto the said Barton Coal Company, its successors and assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Company its successors and assigns, the regular, prompt and due performance of the covenants aforesaid and the said William Hall is willing to execute these presents.

Now this Indenture, Witnesseth that the said William Hall for and in consideration of the premises hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Barton Coal Company its successors and assigns, the Canal Boat called "Richard Bender." To Have and To Hold the same unto the said Barton Coal Company its successors and assigns forever. Provided, nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said William Hall shall well and truly pay unto the said Barton Coal Company its successors and assigns, the aforesaid installments of purchase money with the interest as aforesaid shall be fully paid; and if the said William Hall shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this Mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void, otherwise to be and remain in full force and virtue in law. And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said William Hall

to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a failure to run said boat as a night and day boat with at least the number of stock herein required unless with the permission first had and obtained as herein provided, or in case of refusal or neglect upon the part of the said William Hall to freight for the Company or person designated by the said Barton Coal Company, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this Mortgage named to be done and performed on the part of the said [William Hall] then and in either event the said Barton Coal Company its successors and assigns, is hereby authorized to take immediate possession of said boat and after ten days of public notice thereof in a newspaper printed in the City of Cumberland to sell said canal boat at public sale as mortgagee to the highest bidder for cash or on credit and out of the proceeds of such sale first pay the expenses of such sale and advertisement, and then the balance due to the said Barton Coal Company its successors or assigns of said purchase money and interest.

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

Test: Andrew Gonder:

William Hall {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of October 1868 before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William Hall and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this second day of October 1868 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William H. Cahill Agent of Mortgagee in the foregoing Mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing Mortgage is true and bona fide herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: I hereby certify that on this second day of October 1868 before, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William H. Cahill and made oath on the Holy Evangely of Almighty God that he is the Agent of the Barton Coal Company, the Mortgagee in the foregoing Mortgage. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.