

A COMPILATION OF C. & O. CANAL MULE DATA

Written by
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PREFACE

Joan Paull, a volunteer at Lockhouse 24 and at Great Falls Historic Tavern on the C. & O. Canal National Historical Park, asked how much a mule cost during the time the canal was operational. My answer was \$200±; then I remembered that a lot of data existed and decided to compile it in this report to verify my previous statement.

There was more data than I remembered and I am sure more exists. Additions would be welcome

Note there were “horse mules” and “horses.” I am confident that I have listed the “horse mules” in the proper column, however, readers are encouraged to send corrections.

Sometimes canal boats and mules were sold as a package deal, thus the names of the mortgaged boats are included, with the year of registration, to indicate age (and perhaps value) of the boat. Other time readers will find canal boats named in some of the mortgages, indentures or bills of sale, however, careful reading will reveal that the boat was not mortgaged, indentured or sold, only mentioned as a reference as to where the mules or horses were to be working and so those boat names were not listed in the table. I looked for mule data and included horse data where it was found incidentally.

Note also that, starting in May 1881, Frederick Mertens bought mules, their harnesses, boat rigs, cook stoves, cabin furniture, &c. Those were sales, not mortgages nor indentures. How would a boat be operated without the mules, harness, boat rig, &c.? Then after 1884 the sales stopped, with the one exception in 1887. Did the boat captains rent-a-mule?

We hope the story is interesting reading and welcome any additions, corrections and comments.

William Bauman
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Buyer	Book	Page	Date recorded	Boat name	Boat Registered	Mules			Harness &c.	Horses	Price
						Description	Name	Years			
John Mallon	7	257	4/18/1851	Delaware	4/12/1851	1 black 1 brown 1 dark bay			3 sets & furniture		\$740
Robert S. McKaig	8	499	5/19/1852			28 Mules				30 Horses	\$500
Jacob Philip Roman	12	133	10/10/1854	John G. Stone Jacob F. Taylor John G. Lynn	3/29/1851 11/22/1852 7/30/1853	8 Mules					\$600
Robert S. McKaig	11	537	10/28/1854	Cock Robin Ellen Bell Sarah Ann Kate Bruce Three Brothers John Beall Eveline	4/30/1853 10/5/1852 11/22/1852 7/5/1853 3/31/1853 9/2/1862 5/3/1854	76 Mules			fixtures & furniture	6 Horses	\$9,220.14
Charles Embrey	13	275	5/12/1855			1 gray stud 1 spotted 1 sorrel 2 brown					\$645
William Edwards	12	692	7/20/1855			2 black					\$290
James Dixon	13	357	7/20/1855			2 black mare					\$140
Peter Wolf	13	358	7/20/1855			2 gray					\$290
Andrew Goodwin	12	714	7/25/1855			2 black mare					\$290
William P. Slicer	12	818	9/25/1855	C. T. Porterfield Yankee of the Bay State	5/3/1854 10/20/1852	3 dark bay			3 sets	1 brown 1 bay 1 black	\$450
William Elder	13	650	11/30/1855			1 dark bay 2 bay			3 sets		\$580
Henry McCoy	13	687	12/8/1855			2 bay 2 brown			4 sets		\$600

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						Description	Name	Years			
J. Kennedy & P. H. Morrissey	14	73	1/16/1856			1 gray horse					\$120
Jacob Philip Roman	14	454	5/22/1856	John G. Stone Jacob F. Taylor John G. Lynn	3/29/1851 11/22/1852 7/30/1853	8 Mules					\$600
Andrew J. Boose	15	108	8/13/1856			1 brown				1 gray	\$112.81
Robert Anderson	15	335	9/20/1856			2 Mules					\$250
Andrew J. Boose	15	351	9/24/1856							1 sorrel	\$25
Benjamin Mitchell	IN 12	187	10/20/1856			3 Mules			3 sets		\$400
William E. Taylor	IN 11	534	1/24/1857			1 sorrel mare 1 roan mare 1 brown mare 1 brown horse					\$250
Robert Anderson	15	555	4/11/1857			2 Mules					\$270
John T. Rowland	IN 11	723	4/27/1857			3 bay			3 sets		\$400
John Oliver	15	585	4/28/1857	Five Sisters	5/3/1854	4 Mules					\$1,850
James Terrell	15	595	5/2/1857			2 dun 1 light bay					\$450
Edward Crane	15	635	5/21/1857	Excelsior	5/22/1857	4 Mules					\$2,200
John March	15	636	5/21/1857			4 Mules					\$600
Philip T. & James E. McDonald	16	161	7/20/1857						4 sets, &c.	1 bay mare 1 gray mare 1 horse	\$267
James Westbrook	16	199	8/6/1857	J. P. Wright	[not found]	1 mouse mare 1 spotted dun mare					\$1,650
Henry Dorgas	16	344	9/16/1857	Ellen Bell	10/5/1852	1 black horse 1 blue doll 1 bay mare 1 bay mare	Sal Rose				\$500
Andrew J. Boose	16	446	11/14/1857			1 black mare	Colly				\$174

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						Description	Name	Years			
						1 brown mare	Peg				
Henry Dorgas	16	676	3/30/1858			10 Mules				1 Horse	\$160
John Price	16	712	4/5/1858	Hercules	[not found]	1 bay 2 black			3 sets		\$1,675
Lafayette Franklin David C. Edwards	17	46	5/11/1858			3 Mules			3 sets		\$300
Daniel Miller	17	47	5/11/1858	J. C. McCoy	[not found]	4 Mules					\$2,100
Joseph Noose	17	97	6/8/1858			1 black horse					\$111.08
Henry Dorgas	17	252	9/13/1858	Ellen Bell Sarah Ann R. A. Powers Bettie Maulsby	10/5/1852 11/22/1852 9/13/1858 [not found]	2 black horse 4 bay horse 3 bay mare 1 mouse mare 2 black mare 1 light bay horse			all harnesses, rigging, fixtures & furniture	1 roan	\$5,710.60
William H. Loy	17	400	9/16/1858	Phoenix	4/18/1856	3 Mules			3 sets		\$800
Henry Dorgas	17	418	9/16/1858	Ellen Bell Sarah Ann Bettie Maulsby	10/5/1852 11/22/1852 [not found]	2 black mare 1 dun horse 3 bay horse 1 bay mare 1 mouse colored 2 black horse				1 roan	\$220.97
Peter Quigley	17	487	12/8/1858			1 black 1 black 1 bay 1 bay 1 gray	Bob Queen Joe Poll Logan			1 mare called Snap	\$200
William Elder	17	572	1/24/1859			1 gray horse			all rigging &c.		\$78.80
James F. Merchant	17	683	3/18/1859	Hercules	[not found]					3 Horses	\$1,200
Charles W. Pope	17	726	4/6/1859	Liberty	10/25/1852	4 Mules			4 sets & rig		\$1,500

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						Description	Name	Years			
Robert C. Bamford	18	38	4/6/1859	Robert Stewart	8/12/1857	4 Mules			4 sets & rig		\$1,783
Martin Smith	18	79	4/14/1859	Gen. Thomas J. McKaig	9/13/1858	4 Mules			6 sets & rig	2 Horses	\$1,350
Samuel Black	18	101	4/19/1859	Five Sisters	5/3/1854	5 Mules			5 sets & rig		\$1,590
John B. Hays	18	188	6/7/1859	John B. Hayes	[not found]	1 bay 1 dun 1 mouse colored			3 sets harness & furniture		\$600
James Morgan	18	257	7/15/1859			2 gray 5 bay 1 w/white spot		5	8 harnesses & 2 sets furniture	1 white mare 10 years	\$675.06
Martin Smith	18	272	7/29/1859	Prince Rupert	[not found]	3 Mules			3 sets		\$1,500
Peter Quigley	18	322	9/2/1859			1 male 1 male 1 male 1 male 1 female 1 female 1 female	Joe Bob Jack Charley Jenny Rose Queen				\$485.34
Daniel F. T. Castle	18	306	9/7/1859	Rainbow	[not found]	4 Mules			4 sets		\$1,895
Andrew J. Boose, et. al.	18	506	12/29/1859			1 sorrel mare		18		1 dark brown	\$54.84
Albert Zeigler	19	216	8/31/1860	Santa Anna	4/18/1856	4 Mules			4 sets		\$1,300
John McMullen	19	221	8/31/1860			1 dark bay				1 bay 3 yrs. 1 bay 9 yrs.	\$190
James Dixon	19	608	4/18/1861	General Simpson	4/18/1856	1 bay mare 1 gray horse 2 black horse				1 bay	\$1,500
Edward McDermott	20	96	4/3/1862			1 horse 1 mare	Mike Dove				\$190

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						Description	Name	Years			
Jeremiah Jackson	20	146	5/6/1862	Mrs. L. W. Jackson	10/13/1860	1 white horse 1 dark horse 1 brown mare 1 gray mare 1 gray horse 1 gray horse	Sam Jack Doll Queen Jim John		all harness & fixtures		\$330
John Smith & Conrad Casperline	20	642	4/7/1863	Mary Mertens		1 mouse horse 1 gray mare 1 black mare 1 bay mare	Bill Jen Jin Bird		all harness		\$650
Robert Woods	21	223	6/23/1863			1 black horse 1 brown mare 1 bay mare 1 black mare		7 6 4 3			3 Horses
Andrew J. Boose, et. al.	21	119	6/25/1863			2 bay mare		3-4			\$250
Robert Platt	22	711	5/1/1865			2 bay mare			all harness & rigging	1 large bay 1 gray	\$300
Joseph Hill	24	582	7/23/1866			1 black		8-10			\$90
John H. Snyder	25	301	12/26/1866			1 black				1 sorrel	\$162.91
Bernard McQuade	26	105	3/11/1867			1 brown 2 black 1 dark brown 1 light dun					\$110
John Noble	26	276	7/5/1867	Industry	4/27/1864	1 black 2 bay 1 sorrel					\$140
John McMullen	26	597	11/29/1867			1 black 1 brown horse 1 black mare	Alex	8 10 7	4 sets		\$221.08

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						Description	Name	Years			
						1 dark bay horse		9-10			
Daniel Moriarty	29	51	10/24/1868			3 black mare 1 brown horse 1 black horse			5 sets & 1 boat rig		\$200
Michael Quigley	29	338	5/19/1869			1 black horse 1 brown 1 sorrel horse		6 8 8			\$600
Susan Taffel	30	652	2/4/1870			2 bay mare 2 black mare					\$300
Samuel & Catherine Miles	30	671	2/4/1870			1 black horse 2 brown horse 1 black mare					\$600
Thomas O'Donnell	32	81	3/10/1870			1 blind bay horse 1 big mouse 1 dun horse 1 brown mare			4 sets		\$325
John B. Douglas	31	287	5/10/1870			2 brown horse 1 bay horse 1 gray mare				1 mouse colored	\$300
Margaret A. Chaplin	McKK 2	708	8/13/1870			4 Mules			4 sets		\$25
Thomas O'Donnell	34	143	5/8/1871			1 bay horse 1 bay mare			2 sets & 1 boat rig		\$250
John H. Snyder	35	239	11/7/1871	Mary A. Edwards	8/14/1865	1 black mare 1 sorrel horse 1 bay horse 1 bay mare 1 light bay horse			all harness		\$1,150
John Oaks	37	566	4/16/1872			2 black horse 1 gray mare			all harness & boat rig		\$642

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						Description	Name	Years			
						1 bay horse					
John M. Kreps, et. al.	37	553	5/23/1872			1 gray mare 1 black horse 1 dun mare			all harness & boat rig		\$450
James & Mary Donahow	37	522	7/31/1872			1 gray horse 1 black mare 1 dark bay 1 light bay			all harness & boat rig		\$532.74
Philip Mouse	37	508	9/16/1872	E. Hadra Jack Topper	3/1/1873 3/1/1873	8 Mules			all harness & boat rig		\$2,450
Joseph Bissett	37	499	10/9/1872			1 dun horse 1 gray mare 2 bay mare			all harness & boat rig		\$800
George W. Swain	38	136	10/9/1872			3 bay 1 sorrel					\$750
Ann E. McQuade	37	372	11/27/1872	A. L. Miller Thomas Stackpole Ann E. McQuade	3/1/1873 3/1/1873 3/1/1873	5 dark colored 1 dun 4 sorrel 5 dark brown			all harness & boat rig		\$5
Thomas L. Little	McKK 5	309	11/27/1872			2 dun horse 4 bay 3 horse dun mare 1 black mare 3 black horse 2 brown horse			all harness & boat rig		\$1,200
Thomas O'Donnell	38	111	1/10/1873			1 bay mare 1 bay horse blind 1 black mare 1 dun horse			all harness & boat rig		\$425

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Buyer	Book	Page	Date recorded	Boat name	Boat Registered	Mules			Harness &c.	Horses	Price
						Description	Name	Years			
Charles H. Swain, et. al.	McKK 5	485	3/18/1873			1 brown mare 1 brown mare 1 brown male 1 bay mare	Duckett Sis Patrick Beck		4 sets		\$400
Charles J. Kaiser	40	257	3/28/1873	Queen City	3/31/1875	1 roan horse 1 black horse 2 dark bay mare 1 dark bay horse					\$1,057.80
Benjamin F. Jackson, et. al.	39	399	4/7/1873			1 black mare 1 gray headed 2 bay mare 1 bay					\$875
Richard D. Kerfoot	39	400	4/7/1873			1 black mare 1 large bay horse 1 mouse horse 1 bay mare 1 bay horse			3 sets harness		\$850
Francis H. Brookman	38	350	4/10/1873			5 Mules					\$1,187
John W. Quigley	38	488	4/10/1873			3 black horse 1 black mare 1 sorrel mare			all harness & boat rig		\$430
A. L. Miller	39	421	5/3/1873			1 gray mare 1 bay horse 1 black horse 1 black mare 1 dark bay horse			all harness		\$850
A. L. Miller	39	421	5/3/1873			1 sorrel mare 1 horse 1 brown mare					\$225

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						Description	Name	Years			
Thomas O'Donnell	40	31	5/20/1873			1 mouse mare			all harness &c.		\$150
Jacob Brubaker	40	34	5/20/1873	Bynon & Goodwin	3/1/1873	1 bay mare 1 dun mare 1 gray horse 1 sorrel horse			all harness & boat rig		\$1,050
Frisby L. Tilghman	40	81	8/2/1873	Thomas Stackpole	3/1/1873	5 Mules			all harness		\$1,524.23
Charles H. Andrews	McKK 6	31	8/4/1873			1 mouse mare 1 light bay 1 dark mare 1 black horse		4 8 7 9			\$475
Frisby L. Tilghman	40	127	9/11/1873	Thomas Stackpole		5 Mules			all harness		\$1,525.75
Thomas O'Donnell	40	241	10/3/1873			1 black horse			1 set & rig		\$110
William Young	39	557	11/8/1873	Oliver S. Moss	4/14/1873	2 black horse 1 light bay horse 1 dark bay mare			4 sets harness & boat rig		\$600
Richard Sorrell	40	260	11/10/1873			2 bay mare 1 black mare 1 light bay horse 1 light bay mare			all harness & boat rig		\$1,290
David J. Miller	39	603	11/14/1873			1 black horse 1 bay horse 1 sun horse 2 bay mare 1 black mare 2 dun mare			all harness & boat rig		\$475
Alexander Adams	40	240	11/27/1873			1 dark bay mare 2 dark bay		4 6	all harness & boat rig		\$775

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						Description	Name	Years			
John Noble	41	45	12/8/1873	James Noble		1 sorrel horse mare 1 mouse mare 2 bay mare			all harness & boat rig		\$354.16
John T. Ceding	41	133	12/29/1873			1 bay horse 1 black mare 1 mouse horse 1 dun horse			all harness & boat rig		\$250
W. R. Shaw	41	194	1/15/1874			1 bay horse			harness & rig		\$125
Thomas Little	41	312	4/4/1874	General Grant	3/1/1873	1 dun horse 1 bay horse			all harness & boat rig		\$400
Martin V. Murray	41	313	4/4/1874			1 light sorrel mare 1 mouse horse			all harness & boat rig		\$375
Joseph Kirtley	42	342	4/7/1874	H. B. Simonds	3/1/1873	1 sorrel mare			harness & boat rig		\$150
Thomas O'Donnell	42	351	4/7/1874	J. T. Scrivener		2 bay mare 1 bay horse 1 dun horse 1 black mare			all harness & boat rig		\$1,202
James M. Lannon	42	387	4/15/1874			5 Mules			harness & boat rig		\$700
Joseph Kirtley	41	458	6/5/1874			1 sorrel mare 1 black mare 1 sorrel horse			all harness & boat rig	1 bay 1 sorrel	\$561.63
F. H. Brookman	41	480	6/11/1874			1 roan horse		4			\$150
Alonzo Goodrich	41	620	7/25/1874			1 gray horse 1 gray mare 1 black horse			all harness & boat rig		\$319.78
Clarence M. Atwell	41	520	7/30/1874			1 sorrel horse 1 mouse horse			all harness & boat rig	1 sorrel	\$695.84

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						Description	Name	Years			
						1 bay horse 1 bay mare					
Martin O'Conner	43	3	8/1/1874	J. & T. Coulehan	3/10/1873	2 sorrel horse 3 black horse 1 black mare			all harness & boat rig		\$115
Zachariah T. Read	43	251	9/22/1874			1 bay horse 1 gray mare 1 bay mare 1 mouse mare			all harness & boat rig		\$835.86
J. H. Heck	43	341	10/29/1874	John T. Dixon & Co.	4/27/1874	1 black mare 1 bay horse 1 iron gray mare 1 black horse			all harness & boat rig		\$1,758.16
Joseph Wright	43	366	11/2/1874			1 brown horse 1 brown mare		6 6			\$251.82
Jeremiah Dick	43	410	11/16/1874	Dennis Murphy	3/1/1874	3 black horse			harness & rig		\$488.80
David W. Snyder	43	418	11/17/1874	Elmer & Katie	7/30/1874	2 black horse 2 black mare 1 bay mare			all harness & boat rig		\$892.26
John F. Wolf	44	59	12/9/1874	Andrew Spier	3/1/1873	1 black mare 1 dark bay horse 1 bay mare 1 dark brown horse			all harness & boat rig		\$608.27
Frank Knott	44	147	12/26/1874			1 bay horse 1 bay mare 1 black horse 1 sorrel horse			all harness & boat rig		\$172.33
John Kinney	43	495	12/29/1874			2 black horse					\$1,000

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						Description	Name	Years			
						1 bay mare 1 bay horse					
James Hiteshaw	44	175	1/25/1875	J. C. Stubblefield Belle Resley	3/1/1873 4/13/1874	1 gray mare 1 bay mare 2 black horse			all harness & boat rig		\$2,007.09
Patrick Kean	44	479	3/22/1875	Four Sisters [No. 1]	5/1/1854	2 brown mare 2 dun mare 1 black mare 1 bay mare 1 sorrel horse 1 horse 3 bay horse			all harness & boat rig		\$1,512.11
Martin & E. Katie Smith	44	495	3/27/1875	W. H. Ash	3/10/1873	1 brown					\$325
J. M. Hiteshew	45	68	4/12/1875			1 black horse			1 set & rig		\$200
C. M. Atwell	44	392	4/24/1875	Martin O'Conner	3/1/1873	1 sorrel horse 1 bay mare 2 black mare			all harness & boat rig		\$653.33
Franklin Sanbower	45	79	4/24/1875			1 dark bay horse 1 light bay mare			all harness & boat rig		\$330
Frank Knott	45	80	4/24/1875	Albert Zeigler	[not found]	1 black horse 1 bay horse 1 sorrel horse 1 bay mare					\$1,135.35
Joseph Kirtley	45	161	6/15/1875	H. B. Simonds	3/1/1873	1 bay horse			harness & rig		\$578.68
Franklin Sanbower	46	31	8/4/1875			1 brown horse			harness & rig		\$200
Franklin Sanbower	45	338	9/9/1875			1 sorrel horse 2 black horse			harness & rig		\$327.10

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						Description	Name	Years			
Franklin Sanbower	46	102	10/7/1875	Lillie & May	5/1/1874	1 sorrel mare 2 black horse 1 brown horse 1 gray mare					\$1,985
Henry Teeters	46	138	10/23/1875	Belle Resley	4/13/1874	2 black horse 1 dark sorrel mare 1 sorrel horse			all harness & boat rig		\$1,810
S. A. Cox, Trustee	46	494	1/4/1876	Col. J. D. Tice	3/1/1873	1 gray horse 1 black mare 1 mouse mare 1 black horse			10 sets		\$799.30
A. M. Brandt	46	523	4/7/1876	Capt. John R. Masters	3/1/1873	3 Mules			4 sets		\$650
Albert Beall	47	225	5/30/1876	Viola H. Weir	3/1/1873	1 sorrel horse 3 brown mare			all harness & boat rig		\$487.72
Franklin Sanbower	47	386	7/7/1876			1 dark brown mare 1 sorrel mare	Collie Jennie		all harness & boat rig		\$210.46
William H. McDonald	47	446	8/5/1876			1 dun horse 1 black mare 1 sorrel mare 1 bay horse 1 dark bay horse			all harness & boat rig		\$166.90
A. L. Lewis	47	455	8/18/1876	C. Slack	3/1/1873	1 brown mare 1 bay horse					\$525.28
T. M. French	47	546	9/5/1876	John W. Dailey	[not found]	1 black horse 1 black mare 2 dun mare				1 bay	\$539.23
Henry Teeters	47	580	9/7/1876			1 black horse					\$100.56
Jeremiah Dick	47	609	10/2/1876			1 gray horse 1 sorrel mare			all harness & boat rig		\$252.33

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						Description	Name	Years			
						1 black horse 2 dark bay mare 5 dark bay horse					
Simon Weston	47	614	10/4/1876	G. H. Bradt	3/1/1873	2 light bay mare 2 black horse			all harness & boat rig		\$268.30
John Cahill	47	662	11/6/1876			2 gray horse 1 bay mare 1 black mare			all harness & boat rig		\$120.45
Henry Teeters	48	132	11/28/1876	Belle Resley		2 black horse 1 mouse horse 1 light mare 1 light horse			all harness & boat rig		\$1,065.93
Jeremiah Dick	48	354	4/30/1877	Dennis Murphy	3/1/1873	1 sorrel mare 1 gray horse 3 black horse 2 dark bay mare 2 light bay horse			all harness & boat rig		\$663.85
Frank H. Brookman, Jr.	48	571	5/16/1877	Alexander Kratz	[not found]	1 bay mare 1 black mare 1 roan horse 1 mouse horse		7 12 6 7	5 sets		\$950
James Edward Keech	48	575	5/18/1877	A. L. Miller	3/1/1873	5 Mules			5 sets & rig		\$400
James & Annie M. Reilly	48	612	6/25/1877			3 black mare 1 black horse			harness & boat rig		\$250
Nelson A. Long	48	714	8/16/1877	D. R. Long	built 1870	3 bay 2 horse 1 mare			all harness & boat rig		\$1,000
Beverly Brooks	48	715	8/16/1877	John Hammond	4/1/1873	1 sorrel horse 1 bay horse			all harness & boat rig		\$1,000

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						Description	Name	Years			
						1 black horse 1 black mare					
Michael Edenhart	50	163	9/7/1877	Queen City	3/31/1875	1 black mare 1 black mare	Beck Jim	8 8	5 sets		\$159.43
William Young	50	164	9/8/1877	Col. John R. Masters Arthur Lovell	3/1/1873 built 1876	1 brown horse 1 brown horse	Joe Alex	7 4			\$5,000
William H. McDonald	50	283	10/24/1877			1 bay horse 1 black mare 1 sorrel mare			all harness & boat rig	1 bay	\$453.73
William Young	49	366	10/30/1877	Sally E. Hassett	4/23/1873	2 bay horse 2 brown mare		8 8	4 sets & boat rig		\$398.67
William Young	50	406	12/18/1877	Laura B. Agnew	built 1871	1 sorrel horse 1 brown horse 1 bay horse 1 black horse		6 6 8 10	4 sets & boat rig		\$1,782
Joseph & Rose Frederick	49	552	1/7/1878			2 brown horse 1 bay horse 1 mouse mare		8 7 8	4 sets & boat rig		\$800
George E. Little	50	584	3/16/1878	William P. Wools	built 1871	1 black horse 1 black mare 1 gray mare 1 bay mare			4 sets & boat rig		\$382.93
Nelson A. Long	50	592	3/19/1878	D. R. Long	built 1870	1 bay horse 1 bay mare 1 mouse horse			3 sets & boat rig		\$200
Mahala Dick	51	133	4/27/1878			1 sorrel mare 3 black horse 1 black mare			5 sets & boat rig		\$554.61
Robert Reid	51	182	5/23/1878			1 brown horse			4 sets		\$208.59

A COMPILATION OF C. & O. CANAL MULE DATA

Buyer	Book	Page	Date recorded	Boat name	Boat Registered	Mules			Harness &c.	Horses	Price
						Description	Name	Years			
						2 black mare 1 bay horse			& boat rig		
Frank Rinehart	52	5	6/3/1878			2 brown mare					\$250
Richard D. Dean	51	171	6/24/1878			1 brown		2		1 roan mare	\$238.46
James Young	52	125	7/20/1878	F. J. Laing	3/1/1873	1 black mare 1 black horse 1 bay mare 1 brown horse		8 6 9 7	4 sets & boat rig		\$1,200
William Young	52	142	7/30/1878			1 light bay horse 1 dark iron gray	Rock	8 6			\$200
James Young	52	246	9/12/1878	Charles H. Knott	built 1874	2 brown mare 1 bay horse 1 mouse		9 8 9	4 sets & boat rig		\$1,272.08
Robert Sorrell	51	297	8/28/1878	Alexander Adams	4/1/1873	1 black horse 1 black mare 1 sorrel mare			3 sets & boat rig		\$390.16
Frederick Mertens	52	31	6/10/1878	William P. Wools	built 1871	1 black horse 1 black mare 1 gray mare 1 bay mare	Dick Bird Beck Beck				\$771
Samuel Griminger	52	31	6/10/1878	W. M. Price	3/1/1873	1 bay horse 1 bay horse 1 black horse	Buck Bill Dick		3 sets & boat rig		\$210.83
John A. Kaiser	52	88	7/2/1878	F. H. Offutt	built 1871	1 black mare 1 black horse 1 light sorrel mare			3 sets & boat rig		\$287.98
Frederick Mertens	52	91	7/2/1878	Belle Resley	4/13/1874	1 black horse 1 black horse 1 bay horse 1 bay mare	Bill Tom Jack Sis		4 sets & boat rig		\$1,195.30

A COMPILATION OF C. & O. CANAL MULE DATA

Buyer	Book	Page	Date recorded	Boat name	Boat Registered	Mules			Harness &c.	Horses	Price
						Description	Name	Years			
Louise Atwell	52	89	7/9/1878	Albert Zeigler	[not found]	1 black horse 2 bay mare 1 light sorrel mare			4 sets & boat rig		\$631.41
Frederick Mertens	52	261	9/19/1878	Martha Ann West	3/10/1873	1 bay mare 1 dark bay 1 light bay	Jennie Puss Ned				\$100
Annie M. Riley	53	51	5/10/1879			1 black mare 1 black horse 1 light bay mare 1 mouse mare 1 mouse horse			all harness & boat rig		\$505.84
Samuel Griminger	53	83	5/23/1879	W. M. Price	3/1/1873	1 bay horse 1 bay horse 1 bay horse 1 black horse	Jack Bill Morgan Dick		all harness & boat rig		\$470.11
Frederick Mertens	53	263	9/30/1879			1 black horse					\$13.40
Frederick Mertens	54	65	6/11/1879			2 dun horse 1 dark horse			all harness		\$200
Frederick Mertens	54	219	11/11/1879	Albert Zeigler	[not found]	1 black horse 1 sorrel mare 1 dark bay mare 1 mouse mare	Tom Skip Beck Mag		4 sets & boat rig		\$336.97
Barney McQuade	56	283	3/19/1881			1 brown horse 1 brown horse	7 8				\$400
Frederick Mertens	56	358	4/6/1881			1 black horse 1 black horse 1 bay horse 1 bay mare 1 mare	Bill Tom Jack Sis Bird		5 sets		\$692.84

A COMPILATION OF C. & O. CANAL MULE DATA

Buyer	Book	Page	Date recorded	Boat name	Boat Registered	Mules			Harness &c.	Horses	Price
						Description	Name	Years			
Sarah Isabell Moffett	56	359	4/6/1881			1 large bay mare 1 brown horse	Rose John	19 15	4 sets		\$150
Frederick Mertens	55	263	5/18/1881			1 dark bay mare 1 light bay horse 1 light gray mare 1 gray mare	Nellie Bill Sis Kate		4 sets		\$412
Frederick Mertens	56	589	5/24/1881			1 dun horse 1 bay mare 1 bay mare 1 sorrel horse	George Queen Puss Jack		4 sets		\$600
Frederick Mertens	55	373	8/4/1881			1 black horse 1 sorrel mare 1 sorrel horse 1 dun mare			4 sets		\$275
Frederick Mertens	57	2	9/1/1881			1 sorrel mare 1 dark horse 1 brown mare 1 dark bay horse 1 black horse	Katie Jim Rose Frank Jack		5 sets, &c.		\$750
Frederick Mertens	57	93	10/24/1881			1 black mare 1 bay mare 1 black horse 1 sorrel mare	Bird Beck Dick Maud		4 sets, &c.		\$550
Frederick Mertens	53	347	6/8/1882			1 black horse 1 bay mare	Dick Queen		2 sets		\$200
Frederick Mertens	59	11	8/3/1882			1 bay horse 1 gray mare 1 dun mare 1 dark mare					\$151.92
Frederick Mertens	59	67	9/9/1882			1 black mare	Sis		4 sets		\$100

A COMPILATION OF C. & O. CANAL MULE DATA

Buyer	Book	Page	Date recorded	Boat name	Boat Registered	Mules			Harness &c.	Horses	Price
						Description	Name	Years			
						1 gray mare 2 dark bay horse	May		& boat rig		
Frederick Mertens	59	67	9/9/1882			1 black horse 1 black mare 1 mouse mare			3 sets		\$350
Frederick Mertens	59	97	9/21/1882			1 black horse 1 black mare 1 bay mare 1 bay mare	Dick Bird Maud Beck		4 sets, &c.		\$525
Frederick Mertens	59	114	9/26/1882	William P. Wools	built 1871	1 dark bay horse 1 light bay mare			3 sets, &c.		\$200
Frederick Mertens	59	317	12/13/1882			1 black mare	May			1 dark gray	\$247.74
Frederick Mertens	59	366	12/30/1882			1 dark bay horse 1 dark bay horse 1 dark bay horse 1 light bay mare	Dock Jeff Jack Kate				\$100
Frederick Mertens	59	596	4/10/1883			1 gray mare 1 gray horse 1 black horse 1 bay mare 1 mouse			5 sets		\$850
Frederick Mertens	59	612	4/17/1883			2 black mare			3 sets	1 gray	\$225
Frederick Mertens	59	613	4/18/1883			2 bay mare 1 black horse 1 mouse horse			4 sets		\$650
Frederick Mertens	59	613	4/23/1883			1 bay mare 1 bay horse 1 black horse			4 sets	1 sorrel	\$519.38
Frederick Mertens	59	629	5/1/1883			1 black horse					\$89.50
Frederick Mertens	59	662	5/11/1883			1 sorrel mare	Molly		4 sets		\$460

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Buyer	Book	Page	Date recorded	Boat name	Boat Registered	Mules			Harness &c.	Horses	Price
						Description	Name	Years			
						1 black horse 1 mouse horse 1 black mare	Dick George Queen				
Frederick Mertens	TL 1	303	8/2/1883			1 blind mare 1 bay horse 2 bay mare			4 sets		\$150
Frederick Mertens	TL 1	309	8/6/1883			1 light gray mare 1 dark gray horse 1 dark bay horse 1 black horse 1 bay mare			5 sets, &c.		\$810
Frederick Mertens	TL 1	345	8/29/1883			1 bay mare 1 black mare 1 black mare 1 bay horse 1 black mare	Rose Colle Bird George Rose		5 sets & boat rig		\$273.34
Frederick Mertens	TL 2	47	4/23/1884			1 dark bay horse 1 dark bay mare 1 bay horse	Jeff Jim Bill		4 sets & boat rig		\$137.66
Frederick Mertens	TL 2	97	5/19/1884			1 light mare					\$40
Frederick Mertens	TL 2	370	12/10/1884			1 black mare 1 black horse 1 sorrel mare 1 dark brown mare 1 gray horse 1 bay mare 1 sorrel horse			8 sets	1 brown	\$52.99
Frederick Mertens	TL 4	348	4/5/1887			1 bay mare 1 black horse	Bird Rock		2 sets		\$160

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

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

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

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

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

Signed, Sealed & Delivered in
presence of John White

John Mallon {Seal}

State of Maryland, Allegany County, to wit:

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

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

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

John White, J. P.

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

Henry Bruce, Clerk

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Allegany County Courthouse, Cumberland, MD, Deed Book 8, page 499, 5/19/1852.

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

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

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

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

Signed, sealed and delivered in
presence of John White

R. S. McKaig {Seal}

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

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therein set forth. In testimony whereof, I have hereunto set my hand on the day and year aforesaid.

John White, J.P.

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Allegany County Courthouse, Cumberland, MD, Deed Book 12, p 133, 10/10/1854.

At the request of Jacob Philip Roman the following deed was recorded Oct. 10th 1854.

Know all men by these presents that I, John Young of Allegany County in the State of Maryland for and in consideration of the sum of six hundred dollars current money to me in hand paid by J. Philip Roman of the County and State aforesaid at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained and sold, assigned, transferred and made over and by these presents do grant, bargain and sell unto him the said J. Philip Roman, the following goods and chattels, that is to say, one Canal Boat called the "John G. Stone," and canal boat called and known as the "Jacob F. Taylor" one Canal Boat called "John G. Lynn" which said three canal boats are now on the Chesapeake and Ohio Canal, running in a line between Cumberland and Alexandria duly registered at Georgetown, in the District of Columbia, also eight mules being the same eight mules which said John Young bought from J. Philip Roman and Charles S. Darrow Trustees of the Parker Vein Coal Company, which said eight mules are now in Allegany County in the State of Maryland. To Have and To Hold all and singular the said goods, boats and mules above bargained and sold or mentioned as intended so to be, to the said J. Philip Roman, his executors, administrators and assigns, forever. And I the said John Young for myself, my executors and administrators all and singular the above bargained and sold property unto the said J. Philip Roman, his executors, administrators and assigns, against the claims of all persons whatsoever will warrant and forever defend firmly by these presents. Witness whereof I, the said John Young, hath hereunto set my name & affixed my seal on the eleventh day of October in the year 1854.

Signed, sealed and delivered

in the presence of J. B. Widener, J.P.

John Young {Seal}

State of Maryland, Allegany County, to wit: Be it remembered that on this eleventh day of October in the year 1854, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared the above named John Young who is personally known to me to be the person who is named & described as and professing to be the party grantor to the foregoing bill of sale and acknowledged said Bill of Sale to be his act and deed. And at the same time before me the said Justice personally appeared the above named J. Philip Roman party grantee in said Bill of Sale and made oath on the Holy Evangely of Almighty God that the consideration set forth in said Bill of Sale is true and bona fide as therein set forth. Witness my hand on the day and year aforesaid.

J. B. Widener, J.P.

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

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

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

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

Signed, sealed and delivered

in presence of Andrew Gonder

R. S. McKaig {Seal}

State of Maryland, Allegany County, to wit:

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

McKaig him as aforesaid and all for which they are liable for.

Acknowledged & sworn before Andrew Gonder.

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

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

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

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

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

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

Signed, Sealed & delivered
in presence of Andrew Gonder.

Charles Embrey {Seal}

A COMPILATION OF C. & O. CANAL MULE DATA

State of Maryland, Allegany County, Sct.

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

Andrew Gonder, J. P.

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

Horace Resley, Clerk

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

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

William Edwards {Seal}

State of Maryland, Allegany County, to wit:

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

J. B. Widener

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

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

his
James X Dixon {Seal}
mark

State of Maryland, Allegany County, to wit:

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

J. B. Widener, J. P.

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

H. Resley, Clerk.

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

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

Peter Wolf {Seal}

State of Maryland, Allegany County, to wit:

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

J. B. Widener.

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

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

Andrew Goodwin {Seal}

State of Maryland, Allegany County, to wit:

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

J. B. Widener, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

Signed, Sealed and delivered
in presence of Andrew Gonder

Wm. P. Slicer {Seal}

State of Maryland, Allegany County, to wit:

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

A COMPILATION OF C. & O. CANAL MULE DATA

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

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

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

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

Signed, Sealed and delivered
in presence of Andrew Gonder

William Elder {Seal}

State of Maryland County, to wit:

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

A COMPILATION OF C. & O. CANAL MULE DATA

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

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

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

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

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

Signed, Sealed and delivered
before me Andrew Gonder

Henry McCoy {Seal}

State of Maryland, Allegany County, to wit:

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

A COMPILATION OF C. & O. CANAL MULE DATA

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

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

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

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

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

Witness

J. B. Widener

James Kennedy {Seal}

Patrick H. Morrissey {Seal}

A COMPILATION OF C. & O. CANAL MULE DATA

State of Maryland, Allegany County, to wit:

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

J. B. Widener, J. P.

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

H. Resley, Clerk.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 14, p 454, 5/22/1856.

At the request of John Young this release of Mortgage was recorded May 22nd 1856.

This Indenture made this tenth day of May in the year eighteen hundred and fifty six, between J. Philip Roman of Allegany County in the State of Maryland of the one part, and John Young of County and State aforesaid of the other part: Whereas the said John Young by bill of sale bearing date on the [10th] day of [October] 1854 duly executed and acknowledged and recorded among the Land Records of said County in Liber H. R. No. 12, folio 133, for and in consideration of the sum of six hundred dollars, current money, grant, bargain and sell, to the said J. Philip Roman, his heirs, executors, administrators and assigns, three Canal Boats called and known by the name of "John G. Stone," "Jacob F. Taylor" and "John G. Lynn" and also eight mules as by reference to the said Bill of Sale will more fully and at large appear and whereas the said John Young hath fully paid and satisfied to him the said J. Philip Roman the above sum of money and the interest thereon, he the said J. Philip Roman doth agree to execute this instrument of writing as a full release of the above described property. Now therefore this Indenture Witnesseth that the said J. Philip Roman for and in consideration of the payment of the above mentioned sum of money and the interest thereon and for and in consideration of the sum of one dollar to him in hand paid by the said John Young at and 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 him the said John Young, his executors, administrators and assigns, all and singular the said Canal Boats and mules.

To Have and to Hold, all and singular the said Canal Boats and mules unto the said John Young, his executors, administrators and assigns, to his and their own use and benefit. In testimony whereof, the said J. Philip Roman has hereunto set his hand and seal on the day and year first above written.

Signed, sealed & delivered in presence of
J. B. Widener

J. Philip Roman {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this thirteenth day of May in the year eighteen hundred and fifty six, before the subscriber, a Justice of the Peace of the State of Maryland, in and for the Allegany County aforesaid, personally appeared J. Philip Roman, he being known to me 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. In testimony whereof, I hereunto subscribe my name on the day and year aforesaid.

[J. B. Widener, J.P.]

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 15, page 108, 8/13/1856.

At the request of Andrew J. Boose this Bill of Sale was recorded August 13th, 1856.

I John L. Moyer, of Allegany County in the State of Maryland in consideration of the sum of one hundred and twelve dollars and eighty one cents paid me by Andrew J. Boose of the said County and State do hereby bargain and sell to the said Andrew J. Boose the following property, to wit: one gray horse and one brown mule.

Witness my hand and seal this sixth day of August eighteen hundred and fifty six.

Witness J. B. Widener

J. L. Moyer {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this sixth day of August eighteen hundred and fifty six, before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared John L. Moyer and acknowledged foregoing bill of sale to be his act, and at the same time before me personally appeared Andrew J. Boose and made oath in due form of law, that the consideration set forth in said bill of sale is true and bona fide at therein set forth.

Acknowledged and sworn before

J. B. Widener

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p 335, 9/20/1856.

At the request of John Young this Mortgage was recorded Sept. 20th 1856.

This mortgage made this eighth day of September in the year eighteen hundred and fifty six by Robert Anderson of Allegany County in the State of Maryland, and John Young of the same place. Whereas the said John Young has this day sold to Robert Anderson two mules for the sum of two hundred and fifty dollars, to be paid in installments of twenty dollars each, for every trip made by the ____ of the Canal Boats "Massasoit" and "Charles Arthur" from Cumberland to Georgetown, Washington City or Alexandria and is to pay twenty dollars for each and every trip made by the said Boat "Massasoit" and twenty dollars for each and every trip made by said Boat "Charles Arthur" until the whole amount of the purchase money is paid and whereas the said Robert Anderson with a view to secure the payment of the said installments regularly according to the covenants of the said Robert Anderson hereinafter inserted is willing to execute these presents.

Now therefore this Mortgage Witnesseth that the said Robert Anderson for and in consideration of the premises and of the sum of one dollar to him in hand paid by the said John Young at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged, he the said Robert Anderson hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said John Young the said two mules.

To Have and to Hold the said mules unto the said John Young, his executors, administrators and assigns forever. Provided always and it is hereby declared to be the true intent and meaning of these presents of the parties hereunto, that if the said Robert Anderson shall well and truly pay unto the said John Young, his executors, administrators or assigns, the aforesaid installments of twenty dollars each as aforesaid, with interest from the date of these presents until the whole amount of the purchase money is paid according to the covenants of the said Robert Anderson hereinafter set forth then this instrument of writing 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 Robert Anderson for himself, his executors, administrators and for every of them doth covenant, promise and agree to and with the said John Young, his executors, administrators and assigns, that he will regularly run the said Canal Boats on trips from Cumberland to Georgetown, Washington City or Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the Canal and the said Robert Anderson on further covenant to and with the said John Young to freight or carry coal with said Canal Boats for the Borden Mining Company at current rates and wages and that he will pay the aforesaid installments of twenty dollars each with interest thereon from the date of these presents until the whole amount of the purchase money is paid for each and every trip so made or for each trip he covenants shall be made under this mortgage further Witnesseth that the said John Young will have the right in his discretion to take possession of the said mules if at any time the said Robert Anderson shall fail to make the payments of the installments according to the covenants hereinbefore written. In testimony whereof, the said Robert Anderson has hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. B. Widener

Robert Anderson {Seal}

A COMPILATION OF C. & O. CANAL MULE DATA

State of Maryland, Allegany County, to wit: I hereby certify that before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared Robert Anderson and acknowledged the foregoing Mortgage to be his act on this eighth day of September eighteen hundred and fifty six.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: On this eighth day of September in the year eighteen hundred and fifty six before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared John Young mortgagee and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

J. B. Widener

I hereby assign the within or foregoing mortgage to A. C. Green. Witness my hand and seal this eighth day of September in the year eighteen hundred and fifty six.

John Young {Seal}

State of Maryland, Allegany County, to wit: I hereby ___ that on this eighth day of September in the year eighteen hundred and fifty six before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared John Young and acknowledged the foregoing assignment to be his act.

J. B. Widener

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 15, page 351, 9/24/1856.

At the request of A. J. Boose this Bill of Sale was recorded Sept 24th, 1856.

I David A. Furlow, of Allegany County in the State of Maryland, in consideration of twenty-five dollars paid me by Andrew J. Boose, of said County and State do hereby bargain and sell to the said Andrew J. Boose the following property to wit: one Sorrel horse.

Witness my hand & seal

Test. Andrew Gonder

his
Davis A. X Furlow {Seal}
mark

State of Maryland, Allegany County, to wit:

I hereby certify that on this twenty third day of September in the year eighteen hundred and fifty six before the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared David A. Furlow and acknowledged the foregoing Bill of Sale to be his act and at the same time before me personally appeared Andrew J. Boose and made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Washington County Courthouse, Hagerstown, MD, Deed Book IN 12, p 187, 10/20/1856.

At the request of Benjamin Mitchell, the following Bill of Sale was recorded October 20th 1856.

Know all men by these presents, that I John T. Rowland of Washington County and State of Maryland, for and in consideration of the sum of four hundred dollars to me in hand paid by Benjamin Mitchell of the aforesaid County & State, at and before the sealing and delivery of these presents, the receipt whereof I the said John T. Rowland do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Benjamin Mitchell, his heirs or assigns, all the goods, articles, &c. hereinafter mentioned, that is to say three mules and the harness for the same, being in the County aforesaid. To have and to hold all and singular the said mules and harness above bargained and sold, to the said Benjamin Mitchell, his heirs or assigns, forever and I the said John T. Rowland for myself, my heirs or assigns [convey] all and singular the said mules and harness unto the said Benjamin Mitchell, his heirs or assigns against me the said John T. Rowland, my executors & administrators and against all and every other person or persons whatever shall and will warrant and defend by these presents, of all and singular which said mules and harness. I the said John T. Rowland have put the said Benjamin Mitchell in full possession by delivering to him the said Benjamin Mitchell one bridle at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold to the said Benjamin Mitchell as aforesaid. In witness whereof I have hereunto subscribed my name and affixed my seal this first day of October 1856.

Witness: J. Snively, John Troxell

John T. Rowland {Seal}

I hereby certify that the above was acknowledged before me on the 1st day of October 1856.

John Troxell, J.P.

1856, October 1st, personally appeared Benjamin Mitchell before me the subscriber a Justice of the Peace in and for Washington County & State of Maryland and made oath on the Holy Evangely [of Almighty] God the above Bill of Sale is a bona fide sale. Sworn before me.

John Troxell, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Washington County Courthouse, Hagerstown, MD, Deed Book IN 11, p. 534, 1/24/1857.

At the request of the Cumberland Coal & Iron Company the following Mortgage is recorded January 24th, 1857.

I, William E. Taylor, of Washington County, in the State of Maryland, being now in debt to the Cumberland Coal and Iron Company, incorporated by an Act of the General Assembly of the State of Maryland, in the sum of two hundred and fifty dollars, with interest from the date hereof, in consideration thereof, do hereby bargain and sell to the said Cumberland Coal and Iron Company and its assigns, the following property, now in my possession, to wit: one sorrel mare mule, one roan mare mule, one brown mare mule and one brown horse mule. Provided, that if I the said William E. Taylor shall pay to the said Cumberland Coal and Iron Company, the said sum of two hundred and fifty dollars, with interest as aforesaid, on or before the first day of October, 1857, then these presents shall be void; and provided also that as I have agreed to and with said Company to boat coal for them on the Chesapeake and Ohio Canal with the canal boats the "Mary W. Hale and Rebecca Henderson" exclusively during the Spring and Summer of 1857, and until the above sum with interest from the date hereof is fully paid, and that the said Company shall retain out of the freight money which shall be payable by them to said Taylor out of each trip of said canal boats the sum of twenty dollars to be credited to said Taylor on the above indebtedness until the retentions so made shall amount to said sum of two hundred and fifty dollars, and the interest that may have accrued thereon that then if the retention of twenty dollars on each trip of each of said canal boats, shall amount , previously to October 1st, 1857, to the sum of two hundred and fifty dollars, and whatever interest may have accrued thereon, then these presents shall be void. And provided also that in default of payment, the said Cumberland Coal and Iron Co, its agent, attorney, or assigns, may sell the above mortgaged property for cash in the Town of Cumberland in front of the H. Nicholas Hotel, (having first given two weeks notice of such sale in some newspaper printed in the Town of Cumberland, and of the terms, place and time thereof) to the highest bidder at public sale. Witness my hand and seal this eighth day of January eighteen hundred and fifty seven.

Test: Andrew Gonder

William E. Taylor {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 8th day of January in the year of our Lord 1857, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany Co., personally appeared William E. Taylor, the above named and described mortgagor, and acknowledged the foregoing mortgage to be his act. In witness Whereof I have subscribed my name on the day and year first above written.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit:

On this 8th day of January in the year of our Lord 1857 personally appeared before the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, B. W. Blocher agent of The Cumberland Coal and iron Co. and made oath on the Holy Evangely of Almighty God that the consideration in the foregoing or above mortgage is bone fide and true as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p 555, 4/11/1857.

At the request of John Young, the following Mortgage was recorded April 11th 1857.

This Mortgage made this eighth day of April in the year eighteen hundred and fifty seven by Robert Anderson of Allegany County in the State of Maryland. Witnesseth that Whereas the said John Young of Allegany County and State of Maryland aforesaid has this [day] sold to the said Robert Anderson two mules for the sum of two hundred and seventy dollars, to be paid in installments of twelve dollars and eighty five and two thirds cents each, for every trip made by the Canal Boat "Massasoit" and a like sum of twelve dollars and eighty five and two thirds cents for every trip made by the Canal Boat "John B. Masters" from Cumberland to Georgetown, Washington City or Alexandria until the whole of the purchase money with interest is paid and whereas with a view to secure the payment of the said installments regularly according to the covenants hereinafter contained the said Robert Anderson is willing to execute these presents. Now therefore the said Robert Anderson for and in consideration of the premises and of the sum of one dollar doth hereby bargain and sell to the said John Young the said mules.

Provided that if the said Robert Anderson shall pay to the said John Young, the aforesaid installments of twelve dollars and eighty five and two thirds cents each as aforesaid, with interest from the date of these presents until the whole amount of the purchase money is paid according to the covenants hereinafter set forth then these presents shall be void. And the said Robert Anderson covenants to and with the said John Young that he will regularly run the said boats on trips from Cumberland to Georgetown, Washington City or Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the Canal and the said Robert Anderson further covenants to freight or carry coal with said boats for the Borden Mining Company at current rates and wages and that he will pay the aforesaid installments of twelve dollars and eighty five and two thirds cents with interest from the date of these presents until the whole of the purchase money is paid for each and every trip so made and for each trip he covenants shall be made. And this Mortgage further Witnesseth that the said John Young will have the right in his discretion to take possession of the said mules if at any time the said Robert Anderson shall fail to make the payments of the installments according to the covenants hereinbefore contained. Witness my hand and seal.

Teste: the words "Washington City"

Robert Anderson {Seal}

being first interlined

J. B. Widener

State of Maryland, Allegany County, to wit: I hereby certify that on this 4th day of April in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Robert Anderson and acknowledged the foregoing Mortgage to be his act. And at the same time before me personally appeared John Young mortgagee and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth.

J. B. Widener

A COMPILATION OF C. & O. CANAL MULE DATA

Washington County Courthouse, Hagerstown, MD, Deed Book IN 11, p 723, 4/27/1857.

At the request of Benjamin Mitchell, the following Mortgage was recorded April 27th 1857.

I, John T. Rowland of Hancock, Washington County, and State of Maryland, being now in debt to Benjamin Mitchell of the Town, County and State aforesaid, according to the tenor and conditions of a note under seal given by me to said Mitchell bearing date October 1st 1856 and on which, at the signing and delivery of these presents, there is a credit of forty dollars paid on the first of December 1856. The said note reads as follows: Hancock, October 1st 1856. For value received I promise to pay Benjamin Mitchell, or order, four hundred dollars with interest in the following manner, to wit: every trip made with the Canal Boat "John T. Rowland" this present fall, I bind myself to pay out of said trip ten dollars, and every trip made with said Boat from the commencement of the boating season next Spring I bind myself to pay said Mitchell fifteen dollars until the said four hundred dollars are paid and the interest thereon, given under my hand and seal.

John T. Rowland {Seal}

Now therefore in consideration of my indebtedness to the said Benjamin Mitchell as above cited I do hereby bargain and sell to the said B. Mitchell the following property, viz: Three bay mules and boating harness. Provided, that if I, the said John T. Rowland, shall pay to the said Benjamin Mitchell the sum of three hundred and sixty dollars with interest according to the terms of the note above recited, on or before the first day of November 1858, then these presents shall be void. And it is provided that in default of payments, the said Benjamin Mitchell may sell the above described mules and boating harness in the following manner, to wit: at any time after the first day of November 1858 the said Mitchell may by giving ten days' notice sell at public sale in the town of Hancock for cash to the highest bidder, the said mules and boating harness and the proceeds arising from said sale to be applied to the payment of whatever may at that time be due on the above described note. Witness my hand and seal this twenty fifth day of April 1857.

John T. Rowland {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this twenty fifth day of April, in the year 1857, before the subscriber a Justice of the Peace of the said State in and for the County aforesaid, personally appeared John T. Rowland, and acknowledged the foregoing Mortgage to be his act. And at the same time, before me also appeared Benjamin Mitchell and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth. Sworn before

John Troxell, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this twenty fifth day of April, in the year 1857, before the subscriber a Justice of the Peace of the State and County aforesaid, personally appeared Benjamin Mitchell, the mortgagee named for the foregoing mortgage and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth. Sworn before

John Troxell, J.P.

I hereby assign the within mortgage to Joseph Murray. Witness my hand and seal this twenty fifth day of April 1857.

Benjamin Mitchell {seal}

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p 585, 4/28/1857.

At the request of John Young, the following Mortgage was recorded April 28th 1857.

This Mortgage made this twenty eighth day of April in the year eighteen hundred and fifty seven by John Oliver of Allegany County in the State of Maryland. Witnesseth that whereas John Young of said County and State has this [day] sold to the said John Oliver four mules and a certain Canal Boat called "Five Sisters" for the sum of eighteen hundred and fifty dollars to be paid in installments of sixty one dollars and sixty six and two thirds cents each for every trip made by the said Canal Boat from Cumberland to Georgetown, Washington City or Alexandria until the whole amount of the purchase money with interest is paid. And whereas with a view to secure the payments of the installments regularly according to the covenants hereinafter contained the said John Oliver is willing to execute these presents. Now therefore the said John Oliver in consideration of the premises and of the sum of one dollar doth hereby bargain and sell to the said John Young the said mules and canal boat.

Provided that if the said John Oliver shall pay to the said John Young, the aforesaid installments of sixty one dollars and sixty six and two thirds cents each as aforesaid with interest from the date of these presents until the whole amount of the purchase money is paid according to the covenants of the said John Oliver hereinafter set forth then these presents shall be void. And the said John Oliver covenants to and with the said John Young that he will regularly run the said boat on trips from Cumberland to Georgetown, Washington City and Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the canal and the said John Oliver further covenants to and with the said John Young to freight or carry coal with said the boat for the Borden Mining Company at current rates and wages and that he will pay the aforesaid installments of sixty one dollars and sixty six and two thirds cents each with interest from the date of these presents until the whole of the purchase money is paid for each and every trip so made and for every trip he covenants shall be made. And this mortgage further **Witnesseth**, that the said John Young will have the right in his discretion to take possession of the said mules and boat if at any time the said John Oliver shall fail to make the payments of the installments according to the covenants hereinbefore contained. Witness my hand and seal.

Teste: J. B. Widener

John Oliver {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty eighth day of April in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared John Oliver and acknowledged the aforegoing mortgage to be his act. And at the same time before me personally appeared John Young the mortgagee therein mentioned and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth.

J. B. Widener

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 15, page 595, 5/2/1857.

At the request of Horace Resley & others this Mortgage was recorded May 2nd, 1857.

This Mortgage made this thirteenth day of April in the year eighteen hundred and fifty seven by James Terrell of Allegany County in the State of Maryland. Witnesseth that whereas Horace Resley, Benjamin M. Blocher and Andrew J. Boose of said County and State have become sureties for the said James Terrell in and upon two several promissory notes drawn by the said James Terrell, Horace Resley, Benjamin M. Blocher and Andrew J. Boose in favor of William Dorbacker for the sum of two hundred and twenty five dollars each and bear date on or about the 20th day of April 1857 and are made payable at four and six months after date respectively; and with a view to secure, save harmless and keep indemnified the said Horace Resley, Benjamin M. Blocher and Andrew J. Boose from and against all loss or damage which they shall or may sustain by reason of the suretyship aforesaid he the said James Terrell doth execute these presents. Now therefore the said James Terrell in consideration of the premises and of the sum of one dollar doth hereby bargain and sell to the said Horace Resley, Benjamin M. Blocher and Andrew J. Boose the following property: two dun mules and one light bay mule. Provided, that if the said James Terrell shall pay off and discharge the said two several promissory notes at maturity, then this mortgage shall be void. And the said James Terrell covenants that he will pay the aforesaid money and that if default shall be made in the payment of the money aforesaid at the time or in the manner aforesaid then it shall be lawful for the said Horace Resley, Benjamin M. Blocher and Andrew J. Boose or of either of them to sell the said mortgaged premises at Cumberland by public auction for cash after giving ten days' notice of the time, place, manner and terms of sale by handbills set up at three of the most public places in Cumberland at least ten days prior to the day of sale, to pay the debt and charges incident to such sale or sales and the surplus if any over to the said James Terrell. Witness my hand and seal.

Test: J. B. Widener

James Terrell {Seal]

State of Maryland, Allegany County, to wit:

I hereby certify that on this 30th day of April in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared James Terrell and acknowledged the foregoing mortgage to be his act.

J. B. Widener

State of Maryland, Allegany County, to wit:

On this thirtieth day of April in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace in and for said County personally appeared Horace Resley one of the mortgagees in the foregoing mortgage and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth.

J. B. Widener

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p 635, 5/21/1857.

At the request of John Young this Mortgage was recorded May 21st 1857.

This Mortgage made this 19th day of May in the year eighteen hundred and fifty seven by Edward Crane of Allegany County in the State of Maryland. Witnesseth that whereas John Young of said County and State has this day sold to the said Edward Crane four mules and a certain Canal Boat called "Excelsior" for the sum of twenty two hundred dollars to be paid in installments of sixty one dollars and eleven cents each for every trip made by the said Canal Boat from Cumberland to Georgetown, Washington City or Alexandria until the whole amount of the purchase money with interest is paid. And whereas the said Edward Crane with a view to secure the payments of the said installments regularly according to the covenants hereinafter contained is willing to execute these presents. Now therefore the said Edward Crane in consideration of the premises and of the sum of one dollar doth hereby bargain and sell to the said John Young the Canal Boat called "Excelsior" and mules.

Provided that if the said Edward Crane shall pay to the said John Young, the aforesaid installments of sixty one dollars and eleven cents each as aforesaid with interest from the date of these presents until the whole amount of the purchase money is paid according to the covenants of the said Edward Crane hereinafter set forth then these presents shall be void. And the said Edward Crane covenants to and with the said John Young that he will regularly run the said boat on trips from Cumberland to Georgetown, Washington City and Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the canal and the said Edward Crane further covenants to freight or carry coal with said the boat for the Borden Mining Company at current rates and wages and that he will pay the aforesaid installments of sixty one dollars and eleven cents each with interest from the date of these presents until the whole amount of the purchase money is paid for each and every trip so made and for every trip he covenants shall be made. And this mortgage further **Witnesseth**, that the said John Young will have the right in his discretion to take possession of the said mules and boat if at any time the said Edward Crane shall fail to make the payments of the installments according to the covenants hereinbefore contained. Witness my hand and seal.

Teste: J. B. Widener

Edward Crane {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19th day of May in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid personally appeared Edward Crane and acknowledged the foregoing mortgage to be his act. And at the same time before me also personally appeared John Young mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

J. B. Widener

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p 636, 5/21/1857.

At the request of John Young this Mortgage was recorded May 21st 1857.

This Mortgage made this 20th day of May in the year eighteen hundred and fifty seven by John March of Allegany County in the State of Maryland. Witnesseth that whereas John Young of said County and State has this day sold to the said John March four mules for the sum of six hundred dollars to be paid in installments of twenty five dollars each for every trip made by the Canal Boat "John A. Reinhart" from Cumberland to Georgetown, Washington City or Alexandria until the whole amount of the purchase money with interest is paid. And whereas with a view to secure the payment of the said installments regularly according to the covenants hereinafter contained the said John March is willing to execute these presents. Now therefore the said John March in consideration of the premises and of the sum of one dollar doth hereby bargain and sell to the said John Young the said mules.

Provided that if the said John March shall pay to the said John Young, the aforesaid installments of twenty five dollars each as aforesaid with interest from the date of these presents until the whole amount of the purchase money is paid according to the covenants of the said John March hereinafter set forth then these presents shall be void. And the said John March covenants to and with the said John Young that he will regularly run the said boat on trips from Cumberland to Georgetown, Washington City and Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the canal and the said John March further covenants to freight or carry coal with said the boat for the Borden Mining Company at current rates and wages and that he will pay the aforesaid installments of twenty five dollars each with interest from the date of these presents until the whole amount of the purchase money is paid for each and every trip so made and for every trip he covenants shall be made. And this mortgage further **Witnesseth**, that the said John Young will have the right in his discretion to take possession of the said mules if at any time the said John March shall fail to make the payments of the installments according to the covenants hereinbefore contained. Witness my hand and seal.

Teste: The words "whole each and further"

being first interlined

J. B. Widener

John March {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21st day of May in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared John March and acknowledged the foregoing mortgage to be his act. And at the same time before me also personally appeared John Young mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 16, p 161, 7/20/1857.

At the request of John Young & William Next this Mortgage was recorded July 20th 1857.

This Mortgage made this 2nd day of July in the year eighteen hundred and fifty seven by Philip T. McDonald and James E. McDonald of Allegany County in the State of Maryland. Witnesseth that whereas the said Philip T. McDonald and James E. McDonald are now indebted to John Young of said County and State in the sum of one hundred dollars for which said sum they have given their bond or obligation, to said John Young, payable in installments of twelve dollars and fifty cents each, for every trip made by the Canal Boat "Five Brothers" from Cumberland to Georgetown, Washington City or Alexandria, Va. and which said bond bears date on the third day of April 1857. And whereas the said Philip T. McDonald and James E. McDonald are now also indebted to William Next of said County and State in the sum of one hundred and sixty seven dollars, for which said last mentioned sum, they have given their bond or obligation to the said William Next payable in installments of twenty dollars and fourteen and a third cents each for every trip made by the said boat from Cumberland to Georgetown, Washington City or Alexandria, which said last mentioned bond, bears even date with these presents, as by the said bonds will more fully appear. And whereas with a view to secure the payment of the said bonds to the said John Young and William Next respectively, according to the condition of the said bonds, they the said Philip T. McDonald and James E. McDonald do agree to execute these presents. Now therefore the said Philip T. McDonald and James E. McDonald in consideration of the premises and of the sum of one dollar do hereby bargain and sell to the said John Young and William Next, one bay mare, one gray mare, one horse, 4 sets of harness and all the furniture, fixtures and rigging belonging to said boat.

Provided that if the said Philip T. McDonald and James E. McDonald shall pay to the said John Young the sum of one hundred dollars and to the said William Next the sum of one hundred and sixty seven dollars with interest from the date of these presents, according to the condition of the said bonds and the covenants of the said Philip T. McDonald and James E. McDonald hereinafter contained, then these presents shall be void. And the said Philip T. McDonald and James E. McDonald covenant that they will pay the aforesaid money and that they regularly run the said boat on trips from Cumberland to Georgetown, Washington City and Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the canal and the said Philip T. McDonald and James E. McDonald further covenant that they will freight or carry coal with said the boat for the Borden Mining Company at current rates and wages. And it is hereby agreed between the said parties hereto that should the said Philip T. McDonald and James E. McDonald fail to do and perform any one or more things here by them agreed to be done and performed, it shall be held to be such a breach of condition as shall authorize the said John Young and William Next or either of them to proceed forthwith to a sale of the mortgaged property and the payment off the entire debt, interest, costs and expenses, having first given at least ten days public notice of the time, place, manner and terms of sale by handbills set up in the City of Cumberland.

Witness our hands and seals.

Teste: to J. T. McDonald

J. B. Widener

and as to James E. McDonald

Owen McClain

P. T. McDonald {Seal}

James E. McDonald {Seal}

A COMPILATION OF C. & O. CANAL MULE DATA

State of Maryland, Allegany County, to wit: I hereby certify that on this 2nd day of July in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Philip T. McDonald and acknowledged the foregoing mortgage to be his act.

J. B. Widener, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this 7th day of July in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for Washington County personally appeared James E. McDonald and acknowledged the foregoing mortgage to be his act.

Owen McClain, J.P.

State of Maryland, Washington County, to wit: I Isaac Nesbitt, Clerk of the Circuit Court for Washington County, hereby certify that Owen McClain Esquire, before whom the acknowledgment of James E. McDonald appears to have been made, was at the date thereof, a Justice of the Peace of the State of Maryland in and for Washington County, duly commissioned and qualified. In testimony whereof, I hereunto affix the seal of the said Court on this 13th day of July in the year eighteen hundred and fifty seven.

Isaac Nesbitt, Clerk.

State of Maryland, Allegany County, to wit: On this 17th day of July 1857 before the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared John Young and William Next and made oath in due form of law that the consideration in the annexed mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 199, 8/6/1857.

At the request of Thurston & Myers Trustees this Mortgage was recorded August 6th 1857.

Whereas I James Westbrook of Allegany County, Maryland, purchased some time since of the Scranton Coal and Iron Company, the Canal Boat "J. P. Wright" now on the Chesapeake and Ohio Canal and one mouse colored mare mule and one other grayish or spotted dun mare mule at and for the sum of sixteen hundred and fifty dollars, of which said sum there now remains unpaid the sum of fifteen hundred and eighteen dollars with interest from September 1st 1854; and whereas at the time I purchased said property, I agreed to and with said Company that I would keep the same in good repair and working order on said Canal and pay the said purchase money aforesaid with interest by paying to said Company or its assigns the sum of forty two and one half dollars for every trip that the said canal boat should make over said Canal or any part of the same from Cumberland to the District of Columbia, Alexandria or any other point east of Cumberland; and I also agreed to secure the payment of said purchase money by a mortgage of said property; and whereas said Scranton Coal and Iron Company have conveyed all their property to George A. Thurston and Michael A. Myers, trustees for the benefit of their creditors and said trustees have inserted within mortgage, security for the payment of the balance due from first said property to said Company and its assigns. Now Therefore, I said James Westbrook of Allegany County and State of Maryland, being now indebted unto George A. Thurston of said County and State and Michael A. Myers of the City of New York, Trustees as aforesaid and their assigns in the sum of fifteen hundred and eighteen dollars with interest from September 1, 1854, in consideration thereof and of the premises do hereby bargain and sell to the said Thurston and Myers Trustees and their assigns the aforesaid property, to wit: the Canal Boat "J. P. Wright" and the two mare mules aforesaid, now engaged in boating coal over the Chesapeake and Ohio Canal from Cumberland. Provided that if I James Westbrook shall keep said property in good order and repair and constantly engaged in the transportation of coal, lumber or other articles from Cumberland over and upon said Canal, whenever the said Canal is open for navigation; and shall also pay to the said Trustees or their assigns the sum of fifteen hundred and eighteen dollars with interest from September 1st 1854, by paying said Trustees or their assigns the sum of forty two and one half dollars for every trip that said Canal Boat makes or ought to make from Cumberland as aforesaid upon said Canal, until said balance of said purchase money is fully paid with interest as aforesaid, then these presents shall be void. And provided that in default of payment, the said Trustees or their assigns may sell the above mortgaged property for cash at Cumberland, at public sale, first giving ten days notice in some newspaper printed in Cumberland, of the time, place, manner and terms of sale. Witness my hand and seal this sixth day of August 1857.

Teste: the words "seventeen" erased
& "sixteen" and "fifty" inserted. "Sixty
eight" erased three times and "Eighteen"
inserted. The words "with her tackle, apparel
and furniture" erased. "Fifth" date at end altered to
"sixth." "James" altered to "J." in name of boat.

James Westbrook {Seal}

Wm. Gephart
Andrew Gonder

A COMPILATION OF C. & O. CANAL MULE DATA

State of Maryland, Allegany County, to wit: I hereby certify that on this sixth day of August in the year eighteen hundred and fifty seven before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared James Westbrook and acknowledged the foregoing mortgage to be his act; and at the same time before me also appeared George A. Thurston and made oath in due form of law, that the consideration set forth in the said mortgage is true and bona fide as therein set forth.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 344, 9/10/1857.

At the request of the Frostburg Coal Co. this Mortgage was recorded Sept. 10th 1857.

This deed made this 9th day of September in the year eighteen hundred and fifty seven, between Henry Dorges of Washington County and State of Maryland and the Frostburg Coal Company of Allegany County. Witnesseth, Whereas the said Frostburg Coal Company has become security and liable by its signature as the security of the said Henry Dorges on his note dated Aug. 28th 1857 to James H. Anderson of Williamsport for five hundred dollars payable twelve months after date with interest from date, being the balance due from the said Dorges to said Anderson for the four mules hereinafter described. And whereas in consideration of the aforesaid liability and suretyship of the said Frostburg Coal Company on said note for said Dorges, he the said Dorges covenants and agrees with said Company that he will pay the said note and interest thereon when it becomes due and that he the said Dorges will execute a mortgage to the said Frostburg Coal Company on the said four mules and his Canal Boat called "Ellen Bell" to secure said Company. And the said Dorges also agrees that he will run his four boats called the "Ellen Bell," "Bettie Maulsby," "Sarah Ann" and "Perry's Victory," in conveying coal from Cumberland to Alexandria and other points continually during this season and until the said note is paid, whilst the Canal is navigable and the said Company can furnish the coal, and not for any other person or Company. The Frostburg Coal Company are to pay and allow him the same prices for freight as are paid by other companies and load and unload the boats with the usual or common dispatch. Therefor to secure the said Company for its liability in said note, and for the performance of the aforesaid covenant on the part of the said Dorges, he has executed this mortgage. Now this deed Witnesseth that the said Henry Dorges for and in consideration of the premises and for the further sum of five dollars to him in hand paid by the said Frostburg Coal Company, at or before the sealing and delivery of these presents, doth grant, bargain and sell unto the said Frostburg Coal Company and its successors and assigns, the four mules aforesaid, purchased by the said Dorges from the said J. H. Anderson, being one black horse mule, one blue "doll" mule, two bay mare mules, called "Sal" and "Rose," and also one Canal Boat called "Ellen Bell," which said mules and canal boat are now in the possession of the said Dorges on the Chesapeake and Ohio Canal. To Have and to Hold the said four mules and Canal Boat unto the said Frostburg Coal Company, its successors and assigns. Provided that if the said Henry Dorges shall pay the said note of five hundred dollars and interest thereon to the said J. H. Anderson, or his ordered, when the same becomes due and save the said Company harmless from all costs and charges on account of the same and shall perform and keep the aforesaid covenants and agreements with said Frostburg Coal Company as mentioned and specified in this mortgage, then these presents shall be void.

Witness my hand and seal this 9th day of September 1857.

Test: J. M. Strong

Henry Dorges {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 9th day of September in the year 1857, personally appeared before the subscriber, a Justice of the Peace for Allegany County aforesaid, Henry Dorges and acknowledged the foregoing mortgage to be his act and deed.

J. M. Strong, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 446, 11/14/1857.

At the request of A. J. Boose this Bill of Sale was recorded Nov. 14, 1857.

I John S. Dutrow, of Cumberland City, in Allegany County and State of Maryland, in consideration of one hundred and seventy four [dollars] paid me by Andrew J. Boose, of Cumberland City, and County and State aforesaid, do hereby bargain and sell to the said A. J. Boose, the following property namely: one black mare mule, called Colly, and one brown mare mule (called Peg).

Witness my hand & seal this 14th day of November in the year of our Lord one thousand eight hundred and fifty seven.

Test. Andrew Gonder
Wm. Gephardt

John S. Dutrow {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 14th day of November in the year of our Lord one thousand and eight hundred and fifty seven before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, [personally appeared] John S. Dutrow and acknowledged the foregoing Bill of Sale to be his act; and at the same time also appeared Andrew J. Boose and made oath on the Holy Evangely of Almighty God that the consideration as set forth in the foregoing Bill of Sale is bona fide and true as therein set forth.

In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 676, 3/30/1858.

At the request of the Frostburg Coal Co. this Mortgage was recorded March 30, 1858.

I, Henry Dorges, now in Allegany County, Maryland, being now indebted to the Frostburg Coal Company in the sum of one hundred and sixty dollars, with interest from this date, in consideration thereof, do hereby bargain and sell to the said Frostburg Coal Company and its assigns, the following property, to wit: ten mules and one horse now in possession of the said Henry Dorges at Cumberland in said Allegany County and used by him in running his boats on the canal and lately fed and wintered at B. Graves about four miles from Hancock in Washington County, Maryland. And also, one Canal Boat called "Perry's Victory" purchased by said Dorges from said Company for the sum of two hundred and fifty dollars and which is not yet paid to said Company. Provided that if the said Dorges shall run his four Canal Boats called "Ellen Bell," "Sarah Ann," "Bettie Maulsby" and "Perry's Victory" and carry coal exclusively for the said Frostburg Coal Company as soon as the Canal is opened and said company is ready to furnish coal and freight and continue during the spring and summer season to carry coal for said company when they shall have coal or freight to be carried and shall pay to said company the said one hundred and sixty dollars with interest thereon from the 13th day of March instant out of the freights that may be due on the first coal carried by any and all of said boats to be retained by said company or if the said Dorges shall pay the said sum of money with interest on or before the first day of June 1858 in cash, at the option of said company, then these presents shall be void.

Witness my hand & seal this 29th day of March, 1858.

Test: Andrew Gonder

Henry Dorges {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th day of March in the year 1858, before the subscriber, a Justice of the Peace in and for Allegany County aforesaid, personally appeared the above named Henry Dorges and acknowledged the foregoing mortgage to be his act. Also at the same time personally appeared W. W. McKaig, President and Agent of the Frostburg Coal Company and made oath that the consideration mentioned and set forth in said mortgage is true and bona fide and that he is agent of the said Frostburg Coal Company and authorized to make said affidavit.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

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

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

State of Maryland, Allegany County, to wit:

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

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

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 17, p 46, 5/11/1858.

At the request of John Young this Mortgage was recorded May 11th 1858.

This Indenture made this 8th day of May in the year of our Lord 1858 by Lafayette Franklin and David C. Edwards of Allegany County in the State of Maryland of the first part and John Young of Allegany County, State of Maryland of the other part. Witnesseth whereas the said John Young has this day sold to the said Lafayette Franklin and David C. Edwards three mules and harness for the sum of three hundred dollars, which the said Lafayette Franklin and David C. Edwards are to pay unto the said John Young and his assigns in installments of thirty seven dollars and fifty cents each for all the trips made by said mules with the boat called "Wm Kisner" or any other boat that the said mules may be teamed to, in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And whereas the said Lafayette Franklin and David C. Edwards are anxious to secure unto the said John Young and his assigns, the regular and due payment of each and every installment [of] said purchase money, are willing to execute these presents. Now this Indenture **Witnesseth** that the said Lafayette Franklin and David C. Edwards for and in consideration of the premises, have granted, bargained and sold unto the said John Young three mules and harness, to have and to hold them forever.

Provided nevertheless that if the said Lafayette Franklin and David C. Edwards shall well and truly pay unto the said John Young, or his assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid until the whole shall be fully paid, then this mortgage shall be void. And this Indenture further **Witnesseth**, that it is mutually agreed between parties aforesaid, that in case of any default upon the part of the said Lafayette Franklin and David C. Edwards to make regular payments on account of said purchase money as herein provided, then the said John Young or his assigns is hereby authorized to take immediate possession of said mules and harness and after ten days notice thereof by public hand bills stuck up in the City of Cumberland, to sell said mules and harness and out of the proceeds of such sale, pay first the expenses and the balance due to the said John Young or his assigns and if there be an overplus, then the said John Young or his assigns are to pay the same to the said Lafayette Franklin and David C. Edwards or their assigns. In Witness whereof the said Lafayette Franklin and David C. Edwards have subscribed their names and affixed their seals.

Teste: "and harness" having been first
interlined before signing and sealing
Andrew Gonder

Lafayette Franklin {Seal}

David C. Edwards {Seal}

State of Maryland, Allegany County, to wit: On this 8th day of May in the year of our Lord 1858 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared Lafayette Franklin and David C. Edwards and acknowledged the foregoing mortgage to be their act. And at the same time also appeared John Young and made oath in due form of law that the consideration set forth in the foregoing mortgage is bona fide and true as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 17, p 47, 5/11/1858.

At the request of John Young this Mortgage was recorded May 11th 1858.

This Indenture made this twenty second day of April in the year of our Lord 1858 between Daniel Miller of Washington County in the State of Maryland of the first part and John Young of Allegany County, in the State of Maryland, of the second part. Witnesseth whereas the said John Young has this day sold to the said Daniel Miller the Canal Boat called "J. C. McCoy" and four mules at and for the sum of twenty one hundred dollars which the said Daniel Miller is to pay unto the said John Young and his assigns, in installments of sixty dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale, that the said Daniel Miller shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Young or his assigns shall direct and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington; and to keep said boat in proper repair; all of which said stipulations, the said Daniel Miller hereby covenants and agrees with the said John Young and his assigns to fulfill and perform. And whereas the said Daniel Miller is anxious to secure unto the said John Young and his assigns the regular and due payment of each and every installment of said purchase money; and also to secure to the said Young and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Daniel Miller is willing to execute these presents.

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

In Witness whereof the said Daniel Miller hath subscribed his name and affixed his seal.

A COMPILATION OF C. & O. CANAL MULE DATA

Teste: the words "four mules" having
been interlined on first page before signing.
Andrew Gonder

his
Daniel X Miller {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of April in the year of our Lord 1858 before me the subscriber, a Justice of the Peace, of the State of Maryland, in and for Allegany County, personally appeared Daniel Miller and acknowledged the foregoing mortgage or instrument of writing to be his act. And at the same time also appeared John Young and made oath in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

In testimony whereof, I have subscribed my name.

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 97, 6/8/1858.

At the request of Andrew J. Boose this Mortgage was recorded June 8, 1858.

I Joseph Noose, of Allegany County, Maryland, being now indebted to Andrew J. Boose of same County and State in the sum of one hundred and eleven 8/100 dollars, with interest thereon, according to the tenor of three promissory notes bearing even date with this, in consideration thereof, do hereby bargain and sell to the said Andrew J. Boose, the following property, to wit: one black horse mule. Provided that if I, the said Joseph Noose shall pay to the said Andrew J. Boose, the sum of one hundred and eleven 8/100 dollars, with the interest thereon, on or before the 22nd day of August 1858, then these presents shall be void.

Witness my hand & seal this 22nd day of May 1858.

Test. Andrew Gonder

his
Joseph X Noose {Seal}
mark

State of Maryland, Allegany County, to wit:

I hereby certify that on this 22nd day of May in the year 1858 before the subscriber a Justice of the Peace for the said State, in and for the county aforesaid, personally appeared Joseph Noose and acknowledged the foregoing mortgage to be his act; and at the same time, before me also personally appeared Andrew J. Boose, the mortgagee named in the foregoing mortgage and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

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

At the request of R. S. McKaig the following Mortgage was recorded September 13th, 1858. This Deed made this 11th day of September in the year 1858 between Henry Dorges of Washington County, but now being in Allegany County, Maryland of the first part & Robert S. McKaig of the County and State last aforesaid of the other part.

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

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

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

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

Henry Dorges {Seal}

State of Maryland, Allegany County, to wit:

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

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

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

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

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

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

Test: Andrew Gonder

Wm. H. Loy {Seal}

State of Maryland, Allegany County, to wit:

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

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit:

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

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

Andrew Gonder, J. P.

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Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 418, 9/16/1858.

At the request of Andrew J. Boose this Mortgage was recorded Sept. 16th, 1858.

I, Henry Dorges of Allegany County in the State of Maryland, being now indebted to Andrew J. Boose of Allegany County, Maryland in the sum of two hundred and twenty dollars and ninety-seven cents with interest from the first day of September 1858, in consideration thereof to hereby bargain and sell to the said Andrew J. Boose, the following property: one roan horse, two black mare mules, one dun colored horse mule, three bay horse mules, one bay mare mules, one mouse colored mule, two black horse mules. Also my right, title and interest in the three boats called "Ellen Bell," "Sarah Ann" and "Bettie Maulsby," together with all the rigging on said boats, such as ropes, stoves and cabin furniture, belonging to said boats. Also all the harness belonging to me now in use with the aforementioned stock. Provided, that if I, the said Henry Dorges shall pay the said Andrew J. Boose the sum of two hundred and twenty dollars and ninety-seven cents, with interest thereon, on or before the fourth day of October, in the year 1858, then these presents shall be void. And I hereby covenant, that in default of payment, the said Andrew J. Boose, may sell the said property herein mentioned, after giving ten days notice of the same, by public hand bills and sell the same for cash or credit, and first pay himself and all expenses, and the overplus, if any, pay the same to me. In Witness whereof I have subscribed my name, and affixed my seal on this fourth day of September, in the year of our Lord 1858.

Test: Andrew Gonder

Henry Dorges {Seal}

State of Maryland, Allegany County, to wit: On this 4th day of September in the year of our Lord 1858, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared Henry Dorges and acknowledged the foregoing mortgage to be his act. And at the same time also appeared Andrew J. Boose, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the said mortgage is bona fide and true as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

I hereby release the above mortgage. Witness my hand and seal this 5th day of April, 1859.

Test: H. Resley, Clerk

A. J. Boose

per J. J. McHenry, deputy clerk

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Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 487, 12/8/1858.

At the request of Mertens and Snyder this Mortgage was recorded Dec. 8th 1858.

This Mortgage, made this 7th day of December in the year 1858, by Peter Quigley. Witnesseth that in consideration of the sum of two hundred dollars with interest thereon from this date being two promissory notes for one hundred dollars each, one payable in six months, and the other payable in twelve months from date, and dated on this day, now due from Peter Quigley to Frederick Mertens and John Snyder, partners trading under the name and style of Mertens and Snyder, doth grant unto the said Mertens and Snyder the following property, viz: 2 Black Mules called Bob & Queen, 2 bay Mules called Joe and Poll, 1 gray Mule called Logan, 1 Mare called Snap.

Provided that if the said Peter Quigley shall pay the amount of the said promissory notes, with interest, to the said Mertens and Snyder, and at the time that each of the promissory notes become due, then this mortgage shall be void, otherwise to remain in full force and virtue in law. And this mortgage further **Witnesseth**, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of said Peter Quigley to make the regular payments in the said promissory notes when due, with interest from this date, then the said Mertens and Snyder is hereby authorized to take immediate possession of the said Mules and Mare, and after ten days notice thereof in a newspaper published in Cumberland to sell said Mules and Mare, as mortgagee, to the highest bidder for cash or on credit and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Mertens & Snyder, of said notes and interest.

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

Teste: Henry McKeon

Peter Quigley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7th day of December, in the year 1858, before the subscriber, a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Peter Quigley and acknowledged the foregoing mortgage to be his act. And at the same time before me also appeared Frederick Mertens of the firm Mertens and Snyder and made oath in due form of law, that the consideration in the said mortgage is true and bona fide as therein set forth.

The interlineation made before signing.

Henry McKeon, J.P.

Henry McKeon

I hereby release the within mortgage, on the part of Mertens and Snyder. Witness my hand and seal this 2nd day of September in the year 1859.

F. Mertens {Seal}
for Mertens & Snyder

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

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

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

Witness my hand & seal this 24th day of Jan. 1859.

William Elder {Seal}

State of Maryland, Allegany County, to wit:

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

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

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

At the request of R. S. McKaig this Mortgage was recorded March 18th 1859.

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

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

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

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his assigns, and if there be an overplus, the said R. S. McKaig or his assigns are to pay the same to the said James F. Merchant or his assigns.

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

Teste: Andrew Gonder

James F. Merchant {Seal}

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

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 17th day of March in the year 1859 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared R. S. McKaig, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

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

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

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

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

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

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

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In Witness Whereof the said C. W. Pope hath subscribed his name and affixed his seal.

Test. William Elder

Charles W. Pope, J. P.

J. M. Strong

State of Maryland, Allegany County, to wit:

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

J. M. Strong, J. P.

State of Maryland, Allegany County, to wit:

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

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

J. M. Strong, J. P.

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

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

Test: J. M. Strong

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

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

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

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

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

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

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

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

Test. O. H. W. Stull

R. C. Bamford {Seal}

Edward Roner

State of Maryland, Allegany County, to wit:

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

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

State of Maryland, Allegany County, to wit:

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

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

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

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

O. H. W. Stull

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

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

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

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

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

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

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

Test: Andrew Gonder

Martin Smith {Seal}

State of Maryland, Allegany County, to wit:

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

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

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit:

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

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 18, p 101, 4/19/1859.

At the request of John Young this Mortgage was recorded April 19th 1859.

This Indenture made this 19th day of April in the year of our Lord 1859 between John Young of Allegany County in the State of Maryland of the first part and Samuel Black of Allegany County, in the State of Maryland, of the second part.

Witnesseth, whereas the said John Young has this day sold to the said Samuel Black the Canal Boat called "Five Sisters" & 5 mules & harness for the sum of fifteen hundred & ninety dollars, which the said Samuel Black is to pay unto the said John Young and his assigns, in installments of sixty five dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid, with interest thereon from date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale, that the said Samuel Black shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such Company or person as the said Young or his assigns shall direct and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington; and to keep said boat in proper repair, all of which said stipulations, the said Samuel Black hereby covenants and agrees with the said John Young and his assigns to fulfill and perform. And whereas the said Samuel Black is anxious to secure unto the said John Young and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Young and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Samuel Black is willing to execute these presents.

Now this Indenture Witnesseth that the said Samuel Black, for and in consideration of the premises hath granted, bargained and sold unto the said John Young the Canal Boat called "Five Sisters" & 5 mules & harness, to have and to hold the same forever. Provided nevertheless, that if the said Samuel Black shall well and truly pay unto the said John Young or his assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law.

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

A COMPILATION OF C. & O. CANAL MULE DATA

to the said John Young or his assigns, and if there be any overplus, the said Young or his assigns are to pay the same to the said Samuel Black or his assigns.

In Witness whereof the said Samuel Black hath subscribed his name and affixed his seal.

Teste: Andrew Gonder.
Wm Gephart

Samuel Black {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19th day of April in the year of our Lord 1859 before me the subscriber, a Justice of the Peace, of the State of Maryland, in and for Allegany County, appeared Samuel Black and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 19th day of April, 1859, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared John Young the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I herewith subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I, Samuel Black the above named mortgagor do hereby agree that John Young the above named mortgagee shall have full power to draw all my freight to pay the amount of the regular installment payments, mentioned in said mortgage of any person or company that I may freight coal for.

April 19th 1859
Samuel Black

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 188, 6/7/1859.

At the request of George C. Perry this mortgage was recorded June 7th 1859.

Whereas I, John B. Hays of Allegany County, State of Maryland, did on the sixth day of June in the year eighteen hundred and fifty nine, execute and deliver to Lewis Heltenhouser, twelve promissory notes, for fifty dollars each and all endorsed, by George C. Perry, of said County and State; the first seven notes are payable at one, two, three, four, five, six and seven months respectively, and the last five notes at eleven, twelve, thirteen, fourteen and fifteen months respectively. And in order to protect and save harmless the said George C. Perry from said endorsements, I the said John B. Hays is willing and doth hereby execute these presents. I, the said John B. Hays, in consideration of the premises and of the sum of one dollar by the said George C. Perry to the said John B. Hays paid, do hereby bargain and sell to the said George C. Perry: one bay mule, on dun mule and one mouse colored mule, three sets of harness, one set of cabin furniture, and all my interest in Canal Boat called "John B. Hays." Provided, that if I the said John B. Hays shall well and faithfully pay off each and all of said promissory notes as they respectively become due and payable, then these presents shall be void. Witness my hand and seal this sixth day of June in the year eighteen hundred and fifty nine.

Test: Henry M. Kean

J. B. Hays {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6th day of June in the year 1859, before the subscriber a Justice of the Peace of the State, in and for the County aforesaid, personally appeared John B. Hays and acknowledged the foregoing Mortgage to be his act. And at the same time, before me also appeared George C. Perry, and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth.

Henry M. Kean, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 257, 7/15/1859.

At the request of Anthony Kean this Mortgage was recorded July 15th 1859.

I, James Morgan of Allegany County, Maryland, being now in debt to Anthony Kean, of said County & State, in the sum of six hundred and seventy five dollars and six cents by note dated the 14th day of July 1859 & payable on demand, in consideration thereof, do hereby bargain & sell to the said Anthony Kean the following property, that is to say, two gray mules five years old, five bay mules & one mule with a white spot on his side, & one white mare ten years old, and eight sets of Canal Harness and two lots of canal boat furniture, on the boats David W. McCleary & William Borden.

Provided that if I the said James Morgan shall pay to the said Anthony Kean the said sum of six hundred and seventy five dollars and six cents, with the lawful interest thereon, on or before the first day of October, 1859, then these presents shall be void. And Provided also, and it is hereby agreed between the parties to these presents, that if default shall be made by the said James Morgan, his executor or administrator, in payment of the said sum of six hundred and seventy five dollars and six cents, or any part thereof, with lawful interest thereon, at the time specified in these presents, then & in such case, it shall be lawful for the said Anthony Kean his executors, administrators or assigns to sell the above mortgaged property, at public sale, in the City of Cumberland, after two notices in the newspapers published in said City, of the time, place & terms of said sale, and the said [sale] shall be for cash.

Witness my hand and seal this fourteenth day of July in the year of our Lord eighteen hundred and fifty nine.

Test: Andrew Gonder

James Morgan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of July, in the year of our Lord eighteen hundred and fifty nine, personally appeared before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County aforesaid, James Morgan and acknowledged the foregoing mortgage or deed to be his act. And at the same time and place, also appeared before me the said Justice of the Peace, Anthony Kean, the mortgagee in the said Mortgage named, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the said Mortgage is true and bona fide as therein set forth.

Andrew Gonder, J.P.

[Transcriber's Note: Per the *Civilian & Telegraph* newspaper, published in Cumberland, Md. on Sept. 19, 1861, p. 2, Anthony Kean offered at public sale two grey mules, three bay mules, one mule with a white spot on his side, eight sets of canal harness, and two lots of canal boat furniture. The two canal boats mentioned in the above mortgage were not part of the collateral and thus not part of the public sale; one has to wonder how the boats could be operated without mules, harness and boat furniture.]

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

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

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

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

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

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

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

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

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

State of Maryland, Allegany County, to wit:

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

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

State of Maryland, Allegany County, to wit:

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

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

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

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

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

Witness: John McCleary

R. S. McKaig {Seal}

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

R. S. McKaig {Seal}

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 322, 9/2/1859.

At the request of Mertens and Snyder this Mortgage was recorded Sept. 2nd 1859.

This Mortgage, made this second day of September in the year 1859, by Peter Quigley. Witnesseth that in consideration of the sum of two hundred and seventy seven dollars and fourteen cents with interest thereon from this date, being the amount of two promissory notes, one note being for fifty eight dollars and ninety four cents and bearing date this _ of Sept. 1859 and payable on the first day of November 1859; And one other note for two hundred and eight dollars and twenty cents and bearing date the 2nd of September and payable on the first day of December 1859, both notes bearing interest from date, and drawn by the said Peter Quigley in favor of Mertens and Snyder, and now due from said Quigley to said Mertens and Snyder, doth grant unto the said Mertens and Snyder the following property, one Male Mule called Joe, one called Bob, one called Jack, one called Charley, one female Mule called Jenney, one called Rose and one called Queen, now used on the Canal Boats called "Francis Bloodgood," & "B. A. Dougherty"

Provided that if the said Peter Quigley shall pay unto the said Mertens and Snyder the amount of each promissory [note], as it becomes due then this mortgage shall be void, otherwise to remain in full force and virtue in law.

And this mortgage further **Witnesseth**, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of said Quigley to make the payments of said notes as they become then the said Mertens and Snyder are hereby authorized to take immediate possession of the aforesaid Mules, and after ten days public notice thereof, in a newspaper published in Cumberland, to sell said Mules, as mortgagees, to the highest bidder for cash or on credit, and out of the proceeds of such sale, pay first the expenses of such sale and advertisement and then the balance due to said Mertens & Snyder, of said notes and interest.

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

Teste: Henry McKeon

Peter Quigley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 2nd day of September, in the year 1859, before me the subscriber, a Justice of the Peace of the State in and for the County aforesaid, personally appeared Peter Quigley and acknowledged the foregoing mortgage to be his act. And at the same time before me also appeared Frederick Mertens one of the firm Mertens and Snyder and made oath in due form of law, that the consideration in the said mortgage is true and bona fide as therein set forth.

Henry

McKeon, J.P.

I hereby release the within mortgage, on the part of Mertens and Snyder. Witness my hand and seal this 4th day of October 1862.

F. Mertens {Seal}

for Mertens & Snyder

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Allegany County Courthouse, Cumberland, MD, Deed Book 18, p 306, 9/7/1859.

At the request of John Young this Mortgage was recorded Sept. 7th 1859.

This Indenture made this 6th day of September in the year of our Lord 1859 between John Young of Allegany County in the State of Maryland of the first part and Daniel F. T. Castle of Washington County, in the State of Maryland, of the second part.

Witnesseth, whereas the said John Young has this day sold to the said Daniel F. T. Castle the Canal Boat called the "Rainbow" & 4 mules & gear at and for the sum of eighteen hundred and 95 dollars, which the said Daniel F. T. Castle is to pay unto the said John Young and his assigns, in installments of one hundred dollars the first trip and &70.00 for the 6 successive trips and sixty dollars for the rest of the trips made by said boat from Cumberland to Georgetown or Washington City until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale, that the said D. F. T. Castle shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of the Borden Company or person as said Young or his assigns shall direct and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington; and to keep said boat in proper repair, all of which said stipulations, the said D. F. T. Castle hereby covenants and agrees with the said John Young and his assigns to fulfill and perform. And whereas the said D. F. T. Castle is anxious to secure unto the said John Young and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Young and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said D. F. T. Castle is willing to execute these presents.

Now this Indenture Witnesseth that the said D. F. T. Castle for and in consideration of the premises hath granted, bargained and sold unto the said John Young the Canal Boat called "Rainbow" and fixtures and 4 mules and harness to have and to hold the same forever. Provided nevertheless, that if the said Daniel F. T. Castle shall well and truly pay unto the said John Young or his assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid until the whole shall be fully paid; & shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law.

And this Indenture further Witnesseth, that it is mutually agreed, between the parties aforesaid that in case of any default upon the part of the said D. F. T. Castle to make regular payments [on account] of said purchase money as herein provided or in case of a failure to perform any of the covenants named in this mortgage then and in either event the said John Young or his assigns, is hereby authorized to take immediate possession of said boat, fixtures, mules and harness and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat and fixtures & harness at public sale as mortgagee to the highest bidder for cash or credit and out of the proceeds of such sale to pay first the expenses of such sale and publication, and the

A COMPILATION OF C. & O. CANAL MULE DATA

balance due to the said John Young or his assigns and if there be any overplus the said Young or his assigns are to pay the same to the said D. F. T. Castle or his assigns.

In Witness whereof the said D. F. T. Castle hath subscribed his name and affixed his seal.

Teste: Andrew Gonder.
James Reynolds

Daniel F. T. Castle {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6th day of September in the year of our Lord 1859 before me the subscriber, a Justice of the Peace, of the State of Maryland, in and for Allegany County, appeared Daniel F. T. Castle and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 6th day of Sept. 1859, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared John Young the mortgagee in the foregoing mortgage, & made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 506, 12/29/1859.

At the request of Boose & Blocher this Bill of Sale was recorded December 29th, 1859.

I Peter Kelley, of Allegany County & State of Maryland, in consideration of the sum of thirty four dollars & eighty four cents, in current money, paid me by Andrew J. Boose and twenty dollars, in current money paid me by Benjamin M. Blocher, both of Allegany County and State aforesaid, do grant, bargain and sell to the said A. J. Boose, and B. M. Blocher, the following property, to wit: one dark brown bald face horse, named Mike, about nine years old. and one sorrel mare mule, aged about 18 years.

Witness my hand & seal this twenty eighth day of Dec. in the year of our Lord one thousand eight hundred and fifty nine.

Test. O. H. G. Stull

Peter Kelley {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 28th day of December, 1859, before the subscriber a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Peter Kelley and acknowledged the foregoing Bill of Sale to be his act; and at the same time personally appeared Andrew J. Boose and Benjamin M. Blocher and made oath on the Holy Evangely of Almighty God, that the above consideration is true and bona fide as therein set forth.

O. H. G. Stull, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p 216, 8/31/1860.

At the request of John Young this Mortgage was recorded August 31st 1860.

This Indenture made this 27th day of August in the year of our Lord 1860 between John Young of Allegany County in the State of Maryland of the first part and Albert Zeigler of Allegany County, in the State of Maryland, of the second part.

Witnesseth, whereas the said John Young has this day sold to the said Albert Zeigler the Canal Boat called "Santa Anna" at and for the sum of thirteen hundred dollars, which the said Albert Zeigler is to pay unto the said John Young and his assigns, in installments of sixty dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid with interest from date crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale that the said Albert Zeigler shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said [boat] promptly at each trip with the coal of such company or person as said Young or his assigns shall direct and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other Companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington; and to keep said boat in proper repair, all of which said stipulations, the said Albert Zeigler hereby covenants and agrees with the said John Young and his assigns to fulfill and perform. And whereas the said Albert Zeigler is anxious to secure unto the said John Young and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Young and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Albert Zeigler is willing to execute these presents.

Now this Indenture Witnesseth that the said Albert Zeigler for and in consideration of the premises hath granted, bargained and sold unto the said John Young the Canal Boat called "Santa Anna," four mules and the boat rigging on said boat and 4 sets of harness, to have and to hold the same forever. Provided nevertheless, that if the said Albert Zeigler shall well and truly pay unto the said John Young or his assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law.

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

A COMPILATION OF C. & O. CANAL MULE DATA

publication, and the balance due to the said John Young or his assigns, and if there be any overplus, the said Young or his assigns are to pay the same to the said Albert Zeigler or his assigns.

In Witness whereof the said Albert Zeigler hath subscribed his name and affixed his seal.

Teste: Andrew Gonder.
Wm Hert

Albert Zeigler {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of August in the year of our Lord 1860 before me the subscriber, a Justice of the Peace, of the State of Maryland, in and for Allegany County, appeared Albert Zeigler and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 27th day of August, 1860, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared John Young the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p 221, 8/31/1860.

At the request of John Young this Mortgage was recorded August 31st 1860.

I John McMullen of Allegany County, State of Maryland, being now indebted to John Young of said County and State, in the sum of one hundred and ninety dollars in consideration thereof do hereby bargain and sell to the said John Young the following property: one dark bay mule, one bay horse about three years old and one bay horse supposed to be about nine years old. Provided that if I the said John McMullen shall pay to the said John Young the said sum of one hundred and ninety dollars (190\$) with interest from the date hereof in installments of twenty dollars on each trip I may make with any boat I may use or run on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any or point or port in freighting coal or any other commodity, then these presents shall be void.

And I the said John McMullen do hereby covenant that I will pay the aforesaid sum of money with interest to the said John Young and in default thereof or any part thereof the said John Young shall seize the said mule and two horses and sell the same _____ and pay himself and if there be an overplus pay the same to me or my assigns. In witness whereof I have subscribed my name and seal on this 30th day of Aug. in the year 1860.

Teste: A. Dick Every
Andrew Gonder

John McMullen {Seal}

State of Maryland, Allegany County, to wit: On this 30th day of August in the year of our Lord 1860 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County John McMullen and acknowledged the foregoing mortgage to be his act. And also appeared John Young and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p 608, 4/18/1861.

At the request of John Young this Mortgage was recorded April 18th 1861.

This Indenture made this 17th day of April in the year of our Lord 1861 between John Young of Allegany County in the State of Maryland of the first part and James Dixon of Jefferson County, in the State of Virginia, of the second part.

Witnesseth, whereas the said John Young has this day sold to the said James Dixon the Canal Boat called "General Simpson" & 2 mules at and for the sum of fifteen hundred dollars, which the said James Dixon is to pay unto the said John Young and his assigns, in installments of forty dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid with interest from date crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale that the said James Dixon shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such company or person as said Young or his assigns shall direct and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other Companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington; and to keep the said boat in proper repair, all of which said stipulations, the said James Dixon hereby covenants and agrees with the said John Young and his assigns to fulfill and perform. And whereas the said James Dixon is anxious to secure unto the said John Young and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Young and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said James Dixon is willing to execute these presents.

Now this Indenture Witnesseth that the said James Dixon for and in consideration of the premises hath granted, bargained and sold unto the said John Young the Canal Boat called "General Simpson" one bay horse & 1 bay mare mule, 1 gray horse mule & 2 black horse mules to have and to hold the same forever. Provided nevertheless, that if the said James Dixon shall well and truly pay unto the said John Young or his assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law.

And this Indenture further Witnesseth, that it is mutually agreed, between the parties aforesaid that in case of any default upon the part of the said James Dixon to make regular payments on account of said purchase money as herein provided or in case of a failure to perform any of the covenants named in this mortgage, then and in either event the said John Young or his assigns, is hereby authorized to take immediate possession of said boat, horse & mules, and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat, horse & mules at public sale as mortgagee to the highest bidder for cash or credit, and out of the proceeds of

A COMPILATION OF C. & O. CANAL MULE DATA

such sale to pay first the expenses of such sale and publication, and the balance due to the said Young or his assigns, and if there be any overplus, the said Young or his assigns are to pay the same to the said James Dixon or his assigns.

In Witness whereof the said James Dixon hath subscribed his name and affixed his seal.

Teste: Andrew Gonder.

his
James X Dixon {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of April in the year of our Lord 1861 before me the subscriber, a Justice of the Peace, of the State of Maryland, in and for Allegany County, appeared James Dixon and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 17th day of April, 1861, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared John Young the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 96, 4/3/1862.

At the request of John Young this Bill of Sale was recorded April 3rd 1862.

I Edward McDermott of Allegany County in the State of Maryland in consideration of one hundred and ninety dollars by me due and owing to John Young of said County and State do hereby bargain and sell to said John Young one horse mule called "Mike," and one mare mule called "Dove." (being the same purchased by me from said John Young). Provided that if I the said Edward McDermott shall on or before the 1st day of October next pay or cause to be paid to the said John Young the said sum of one hundred and ninety dollars, then these presents are to be null and void.

Witness my hand and seal on this third day of April in the year 1862.

Teste: Andrew Gonder
Andrew Gonder

E. McDermott {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 3rd day of April in the year 1862, before me a Justice of the Peace in and for said State and County personally appeared Edward McDermott and acknowledged the foregoing Bill of Sale to be his act. And at the same time also personally appeared John Young grantee in said Bill of Sale and made oath in due form of law that the consideration set forth in said Bill of Sale is true and bona fide as therein set forth. In witness whereof I hereto set my hand on the day and year aforesaid.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 146, 5/6/1862.

At the request of John Young this Mortgage was recorded May 6th 1862.

I Jeremiah Jackson of Allegany Count in the State of Maryland being now indebted to John Young for the purchase money of three mules in the sum of three hundred and thirty dollars if paid within thirty days from this date and then three hundred and forty dollars if not paid within said thirty days in consideration thereof do hereby bargain and sell unto the said John Young, of Allegany County aforesaid, the following property, that is to say: one Canal Boat named "Mrs. L. W. Jackson" and all the furniture and equipment of and on the same, one white horse mule named "Sam," one dark horse mule named "Jack," one brown mare mule named "Doll," one gray mare mule named "Queen," one gray horse mule named "Jim" and one gray horse mule named "John" and all the harness and fixtures belonging to said mules.

Provided that if I the said Jeremiah Jackson shall pay to the said John Young the said sum of three hundred and thirty dollars within the said thirty days from this date with interest thereon from date or Provided that if I the said Jeremiah Jackson shall pay to the said John Young, the said sum of three hundred and forty dollars with interest thereon from this date on or before the 6th day of November 1862 then and in either of said cases these presents shall be void.

And Provided further that if I the said Jeremiah Jackson shall fail to pay the said sum of three hundred and forty dollars with interest aforesaid on or before the said 6th day of November 1862 it shall and may be lawful for the said John Young, his administrators or assigns, to sell the property hereby conveyed at public sale to the highest bidder for cash in the public square in the City of Cumberland in the County aforesaid after giving ten days previous notice of the time, place and terms of sale by printed handbills posted up in said city and such other notice as the said Young or his assigns may deem requisite if they shall deem any such necessary, and out of the proceeds thereof to pay all expenses of sale and the said debt hereby secured with interest aforesaid or so much thereof as may be due and unpaid at the time of said sale and the balance if any, to the said Jeremiah Jackson or his assigns.

Witness my hand and seal this 6th day of May in the year of our Lord one thousand eight hundred and sixty two.

Teste: F. Madore

Jeremiah Jackson {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixth day of May in the year of our Lord one thousand eight hundred and sixty two before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Jeremiah Jackson and acknowledged the foregoing deed to be his act. And at the same time and place also appeared before me John Young the mortgagee named in said deed and made oath on the Holy Evangely of Almighty God that the consideration in said mortgage is true and bona fide as therein set forth.
F. Madore, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 20, page 642, 4/7/1863.

At the request of George Rossworm this Mortgage was recorded April 7th, 1863.

We, John Smith and Conrad Casperline of Allegany County, in the State of Maryland, being now indebted to George Rossworm of the said County and State, in the sum of six hundred and fifty dollars, with interest to run from the date hereof, in consideration thereof do hereby bargain and sell to the said George Rossworm the following property, that is to say the Canal Boat "Mary Mertens," and all its rigging, one mouse colored horse mule called "Bill," one gray mare mule called "Jen," one black mare mule called "Jin," one bay mare mule called "Bird" and all their harness. Provided that if the said John Smith and Conrad Casperline shall, at the completion of each trip which we may [be] able to make from Cumberland to and from either Georgetown or Alexandria, as the case may happen, pay to the said George Rossworm the sum of seventy five dollars until the whole of the said six hundred and fifty dollars is paid, then these presents shall be void.

And it is hereby agreed between the parties hereto that should the said John Smith and Conrad Casperline fail to make payment of any of the said installments of the said George Rossworm shall be and he is hereby authorized to proceed, after having first given ten days notice of such sale to sell at public auction in Cumberland the said property to pay the whole mortgage debt and the surplus if any over to the said John Smith and Conrad Casperline. And the said John Smith and Conrad Casperline hereby agree & covenant that they will commence to run the said boat from & to and from the points hereinbefore mentioned as soon as possible and continue so to run it during the season while the Canal remains open and loading for the boat can be procured. And should they fail to comply with the covenants for the space of two weeks it is hereby agreed that the said Rossworm should be & he is hereby authorized to sell the said mortgaged property at the place, in the manner, upon the terms and for the purposes above mentioned. Witness our hands and seals.

Teste: Theo. A. Hopkins
Andrew Gonder

John Smith {Seal}
In German, Conrad Casperline {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 23rd day of March 1863, before the subscriber a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared John Smith and Conrad Casperline and acknowledged the foregoing mortgage to be their respective act. And at the same time, before me, also appeared George Rossworm, & made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

I hereby release the within mortgage. Witness my hand & seal this 14th October, 1863.

Witness: C. L. Hoblezill

George Rossworm {Seal}

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

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

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

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

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 119, 6/25/1863.

At the request of A. J. Boose & Louis A. Miller this Bill of Sale was recorded June 25th, 1863.

I Samuel Drenner, of Washington County, in consideration of the sum of two hundred and fifty dollars, paid me by Andrew J. Boose and Louis A. Miller of Allegany County in the State of Maryland, do hereby bargain and sell to the said Andrew J. Boose, and Louis A. Miller, the following property: two bay mules between three and four years old.

Witness my hand & seal this 12th day of June in the year 1863.

Test. Andrew Gonder

Samuel Drenner {Seal}

State of Maryland, Allegany County, to wit:

On this 15th day of June in the year of our Lord 1863 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, Samuel Drenner and acknowledged the above Bill of Sale to be his act. And at the same time also appeared before me Lewis A. Miller, one of the grantees named in the said above Bill of Sale and made oath in due form of law that the consideration set forth in the said Bill of Sale is true and bona fide as therein set forth.

In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

State of Maryland, Allegany County, to wit:

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

J. B. Widener

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

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

J. B. Widener

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 24, p 582, 7/23/1866.

At the request of Barney McQuade this Mortgage was recorded July 23rd, 1866.

I, Joseph Hill of Allegany County in the State of Maryland, being now indebted to Barney McQuade of said Allegany County and State of Maryland, in the sum of ninety dollars, with interest from the date hereof, in consideration thereof do hereby bargain and sell to the said Barney McQuade the following property, to wit: one black mule about eight or ten years of age. Provided that if I, the said Joseph Hill shall pay to the said Barney McQuade the said sum of ninety dollars with interest thereon in the following manner, to wit: For every & each trip made by said mule upon the Chesapeake & Ohio Canal, from Cumberland to Georgetown, Washington City or Alexandria, which is to be made with expedition and dispatch, the sum of ten dollars is to the aforesaid Barney McQuade, until the said sum of ninety dollars is paid with interest, crediting said payments to be made as aforesaid as of the date they shall [be] made, then these presents shall be void. It is understood that in case said Joseph Hill shall not pay the said money in manner and terms as herein stated, said Barney McQuade is authorized and empowered to take possession of said mule and to sell him at auction to the highest bidder and out of the proceeds of sale pay first the expense of said sale and then the debt herein secured to said Barney McQuade, with interest, and the surplus if any to be paid to the said Joseph Hill. Witness my hand and seal this 23rd day of July in the year 1866.

Attest: J. B. Widener

Joseph Hill {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 23rd day of July in the year 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Joseph Hill and acknowledged the foregoing Mortgage to be his act and at the same time personally appeared Barney McQuade and made oath in due form of law that the consideration as set forth therein is true and bona fide.

J. B. Widener, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 25, page 301, 12/26/1866.

At the request of Frederick Mertens this Mortgage was recorded Dec. 26th 1866.

I, John H. Snyder of Allegany County in the State of Maryland, being now indebted to Frederick Mertens of Allegany County in the State of Maryland, in the sum of one hundred and sixty-two dollars and ninety-one cents, in consideration thereof do hereby bargain and sell to the said Frederick Mertens the following property: one sorrel horse, one black mule and one two-horse wagon. Provided, that if I the said John H. Snyder shall pay to the said Frederick Mertens the said sum of one hundred and sixty-two dollars and ninety-one cents with the interest thereon from the date hereof, on or before the twenty fourth day of June in the year one thousand eight hundred and sixty-seven, then these presents shall be void. And the said John H. Snyder covenants to pay to the said Frederick Mertens the said sum of one hundred and sixty two dollars and ninety one cents with interest thereon on or before the 24th day of June in the year 1867 with the interest thereon from the date hereof and in default of payment the said Frederick Mertens may take immediate possession of said herein described horse, mule and wagon, and sell the same to the highest bidder for cash, and pay first said sum of \$162.91 and all expenses attending such sale and the overplus if any to pay to me the said John H. Snyder or my assigns. In witness whereof I have subscribed my name and seal this 24th day of December 1866.

Test: Andrew Gonder

John H. Snyder {Seal}

State of Maryland, Allegany County, to wit: On this 24th day of December in the year of our Lord 1866, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, John H. Snyder and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in the said foregoing mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 26, p 105, 3/11/1867.

At the request of William Young, this Mortgage was recorded March 11th 1867.

I, Bernard McQuade of Allegany County in the State of Maryland, being now indebted to William Young of Allegany County in the State of Maryland in the sum of one hundred and ten dollars, in consideration thereof do hereby bargain and sell to the said William Young the following property: one brown mule; two black mules; one dark brown mule and one light dun mule.

Provided that if I the said Bernard McQuade shall pay to the said William Young the said sum of one hundred and ten dollars on or before the eleventh day of June in the year one thousand eight hundred and sixty seven then this Mortgage shall be void. And I the said Bernard McQuade covenant that in default of payment at the time herein mentioned to the said William Young of the said sum of one hundred and ten dollars then the said William Young may seize said mules and sell the same or so many of them as to satisfy said debt and all the costs that may accrue by such sale. The said William Young giving first ten days notice of such sale by public hand bills stuck up in the City of Cumberland. In Witness whereof I have subscribed my name and affixed my seal.

Test: Andrew Gonder

his
Bernard X McQuade {Seal}
mark

State of Maryland, Allegany County, to wit: On this 11th day of March in the year of our Lord 1867 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Bernard McQuade and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me William Young and made oath in due form of law that the consideration set forth in the said foregoing Mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 26, page 276, 7/5/1867.

At the request of Frederick Mertens this Mortgage was recorded July 5th 1867.

I, John Noble of Washington County, Maryland, being now indebted to Frederick Mertens of Allegany County, Maryland in the sum of one hundred and forty dollars with interest thereon from the date of these presents in consideration thereof do hereby bargain and sell to the said Frederick Mertens the following property, to wit: one black mule, two bay mules, one sorrel mule and all the right, title and interest of me the said John Noble in and to the Canal Boat called "Industry."

Provided that if I the said John Noble shall pay to the said Frederick Mertens the sum of one hundred and forty dollars with interest thereon from the date hereof on or before the fifth day of September 1867, then this mortgage shall be void. Witness my hand and seal this 5th day of June 1867.

Attest: J. B. Widener

John Noble {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth day of June in the year eighteen hundred and sixty-seven before me the subscriber a Justice of the Peace of State of Maryland in and for Allegany County, personally appeared John Noble and acknowledged the foregoing mortgage to be his act.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: I hereby certify that on this 24th day of June in the year eighteen hundred and sixty-seven before me the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared Frederick Mertens, the Mortgagee in the foregoing Mortgage, and made oath in due form of law that the consideration in said Mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

I hereby release the within Mortgage. Witness my hand & seal this 19th day of November 1867.
Witness: J. B. Widener

F. Mertens {Seal}

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 26, page 597, 11/29/1867.

At the request of the Central Coal M. & M. Co. this Bill of Sale was recorded Nov. 29th 1867.

I, John McMullen of Allegany County in the State of Maryland in consideration of the sum of one hundred and twenty one [dollars] and eight cents paid me by the Central Coal Mining and Manufacturing Company of Allegany County in the State of Maryland do hereby bargain and sell to the said Company the following property, to wit: one black medium sized mule about eight years old, one brown horse mule named "Alex" about ten years old, one mare mule black or dark brown about seven years old and one dark bay horse mule about nine or ten years old and also four sets of harness, also one cooking stove now on the Canal Boat named "Charles O. McCord."

Witness my hand & seal this 29th day of November, one thousand eight hundred and sixty seven.

Witness: J. M. Strong

John McMullen {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th day of November 1867 before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared John McMullen and acknowledged the foregoing instrument of writing to be his act and deed, and at the same time also appeared before me A. Spier, Agent of the Central Coal Mining and Manufacturing 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 and that he is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I have subscribed my name.

J. M. Strong, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 29, page 51, 10/24/1868.

At the request of F. Mertens this Mortgage was recorded Oct. 24th 1868.

I, Daniel Moriarty, of Allegany County in the State of Maryland, being now indebted to Frederick Mertens of the said County and State in the sum of two hundred dollars, current money, in consideration thereof do hereby bargain and sell to the said Frederick Mertens the following property, to wit: 3 black mare mules, 1 brown horse mule, one black horse mule, 5 sets of harness and one "Boat rig" all connected and upon a Canal Boat running upon the Chesapeake & Ohio Canal, called "Mollie E. Spear." Provided that if I the said Daniel Moriarty, shall pay to the said Frederick Mertens the said sum of two hundred dollars with interest thereon, on or before the 14th day of July in the year 1869, then these presents shall be void. But in case the said Moriarty shall not so pay off and discharge said Mortgage with the interest thereon then the said Mertens shall have the power and authority to take possession of the above described property and sell the same, or so much thereof as may be necessary for the purpose to pay off said sum of \$200.00 and the interest thereon, or so much of the same as may be due and unpaid, after giving at least ten days public notice in some newspaper printed in the City of Cumberland, in said County, upon such terms as said Mertens may in [his] discretion prescribe.

Witness my hand and seal this 15th day of October in the year 1868.

Test: Andrew Gonder

Daniel Moriarty {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 15th day of October in the year 1868 before me a Justice of the Peace in and for said County and State personally appeared Daniel Moriarty and acknowledged the foregoing mortgage to be his act. And at the same time and place also personally appeared Frederick Mertens, mortgagee in said mortgage, and made oath in due form of law that the consideration set forth is true and bona fide as therein stated.

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 29, p 338, 5/14/1869.

At the request of Wm. Young this Mortgage was recorded May 14th 1869.

I Michael Quigley of Allegany County in the State of Maryland being now indebted to William Young of said County and State in the sum of six hundred dollars and being desirous to secure the same to the said William Young, I the said Michael Quigley do grant, bargain and sell to the said William Young the following property: one black horse mule six years old; one brown mare mule eight years old; one sorrel horse mule eight years old.

Provided that if I the said Michael Quigley shall pay to the said William Young or his assigns the said sum of six hundred dollars on or before the first day of October in the year one thousand eight hundred and sixty nine with the interest thereon from the date hereof then this Mortgage or instrument of writing shall be void and I the said Michael Quigley covenant to pay to the said William Young his assigns the said sum of six hundred dollars with the interest thereon on or before the 1st day of October in the year 1869, and in default of payment or any part thereof the said William Young may seize and sell said mules or any of them to the highest bidder for cash to pay said sum with interest or any part thereof that may be due on said first day of October 1869 after first giving five days public notice by hand bills of such sale and if there be an overplus, then the said William Young shall pay the same to the said Michael Quigley. In Witness whereof I the said Michael Quigley have subscribed my name and affixed my seal this third day of April in the year eighteen hundred and sixty nine.

Test: Andrew Gonder

Michael Quigley {Seal}

State of Maryland, Allegany County, to wit: On this third day of April in the year 1869 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Michael Quigley and acknowledged the foregoing Mortgage or instrument of writing to be his act. And at the same time also appeared before me William Young and made oath in due form of law that the consideration set forth in the said Mortgage is true and bona fide as therein set forth. In Testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 30, p 652, 2/4/1870.

At the request of Bernard McQuade, this Bill of Sale was recorded Feb. 4th 1870.

This Mortgage made on this second day of February in the year one thousand eight hundred and seventy, by me Susan Taffel of the City of Cumberland, in Allegany County and State of Maryland. Witnesseth, that in consideration of the sum of three hundred dollars, now due from me, the said Susan Taffel to Bernard McQuade of Allegany County and State of Maryland, as a balance on the purchase of four mules of him the said Bernard McQuade, I, the said Susan Taffel do hereby bargain and sell to the said Bernard McQuade the following property: two bay mare mules and two black mare mules. Provided that if I the said Susan Taffel shall pay to said Bernard McQuade, of his assigns, the said sum of three hundred dollars in twelve equal installments of twenty five dollars each upon each and every trip made by said mules on the Chesapeake and Ohio Canal in freighting coal on said canal, until the whole of said sum of three hundred dollars shall have been fully paid to said Bernard McQuade, or his assigns, provided the same be all paid before the first day of December in the year 1870, then this mortgage shall be void.

And the said Susan Taffel covenants to pay the said sum of three hundred dollars in manner and at the time hereinbefore named and specified to the said Bernard McQuade, or his assigns. And in default of payment or any of them, the said Bernard McQuade is hereby authorized to take immediate possession of said four mules or any of them. And sell the same for cash within ten days after such seizure and pay himself such amount as may yet remain unpaid and due him and all expenses of such sale, and the balance if any to me the said Susan Taffel. The said Bernard McQuade to give first notice of such sale by hand bills in the City of Cumberland at least eight days before such sale. In Witness Whereof, I, the said Susan Taffel, have subscribed my name and affixed my seal.

Test: Andrew Gonder

(in German) Susan Taffel {Seal}

State of Maryland, Allegany County, to wit: On this 2nd day of February in the year of our Lord 1870, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Susan Taffel and acknowledged the foregoing mortgage to be her act. And at the same time appeared before me Bernard McQuade and made oath in due form of law that the consideration set forth in the said foregoing mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 30, p 671, 2/4/1870.

At the request of Bernard McQuade, this Bill of Sale was recorded Feb. 4th 1870.

This Mortgage made this second day of February in the year one thousand eight hundred and seventy, by us Samuel Miles and Catherine Miles his wife, of the City of Cumberland in Allegany County and State of Maryland. Witness Whereas the said Catherine Miles purchased of Bernard McQuade of the said City, County and State, four mules at and for the sum of six hundred dollars, on which she paid said McQuade the sum of three hundred dollars, leaving still due to said McQuade the sum of three hundred dollars, and being desirous to secure to the said Bernard McQuade the payment of said sum of three hundred dollars she the said Catherine Miles in conjunction with her husband has agreed to execute this mortgage. Therefore in consideration of said sum of three hundred dollars now due to said Bernard McQuade, we the said Samuel Miles and Catherine Miles do bargain and sell to said Bernard McQuade the following property: one black horse mule, and two brown horse mules, and one black mare mule. Provided that if the said Catherine Miles shall pay to the said Bernard McQuade, or his assigns, the said sum of three hundred dollars in twelve equal installments of twenty five dollars each upon each and every trip made by said mules on the Chesapeake and Ohio Canal in freighting coal on said canal from Cumberland to Georgetown or any other port east of Cumberland until the whole of said sum of three hundred dollars shall have been fully paid to said Bernard McQuade, or his assigns; provided the same be all paid before the first day of December in the year 1870, then this Mortgage shall be void. And the said Catherine Miles covenants to pay said sum of three hundred dollars in manner and at the time hereinbefore named and specified to the said Bernard McQuade, or his assigns, and in default of payment or any part thereof the said Bernard McQuade, or his assigns, is hereby authorized to take immediate possession of said mules or any of them and sell the same to the highest bidder for cash in the City of Cumberland after giving first ten days notice by handbills in said City of Cumberland. And then first pay himself the amount that may yet remain due and unpaid, and all expenses attending such sale. And the overplus, if any, to said Catherine Miles. To all which the said Samuel Miles the husband of said Catherine Miles fully concurs and agrees. In Witness whereof the said Samuel Miles and Catherine Miles, have subscribed their names and affixed their seals.

Test:

Andrew Gonder

Samuel Miles {Seal}

her

Catherine X Miles {Seal}

mark

State of Maryland, Allegany County, to wit: On this 2nd day of February in the year of our Lord 1870 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in Allegany County, Samuel Miles and Catherine Miles, his wife, and severally acknowledged the foregoing mortgage to be their respective acts. And at the same time also appeared before me Bernard McQuade and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 32, page 81, 3/10/1870.

At the request of Frederick Mertens this Mortgage was recorded March 10th 1870.

This Mortgage made on this 7th day of March in the year eighteen hundred and seventy, by me, Thomas O'Donnell of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred and twenty five dollars now due from me the said Thomas O'Donnell to Frederick Mertens of Allegany County, and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said Thomas O'Donnell do hereby bargain and sell to the said Frederick Mertens the following property: one blind bay horse mule, one big mouse colored mule, one dun horse mule, one brown mare mule and the harnesses that are now with said mules. And also the boat rig now with the canal boat called "J. T. Scrivener," including cooking stove and furniture on said boat. Provided that if I the said Thomas O'Donnell, shall pay to the said Frederick Mertens, or his assigns, the said sum of three hundred and twenty five dollars with the interest thereon from the date hereof, in installments of twenty dollars each for all the trips made by the Canal Boat called "J. T. Scrivener," or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal, from Cumberland to Georgetown, Alexandria, or any other port East of Cumberland, until the entire sum of three hundred and twenty five dollars is paid with interest thereon, provided said whole sum and interest to be paid on or before the first day of December in the year 1870, then this Mortgage shall be void. And I the said Thomas O'Donnell do hereby covenant and agree that in default of the payment of any of said hereinbefore mentioned installments, then the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules or any of them, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure. And if there be an overplus, to pay the same to me the said Thomas O'Donnell, or my assigns.

In Witness whereof I have subscribed my name and affixed my seal.

Test: Andrew Gonder

John P. Krigbaum

his

Thomas X O'Donnell {Seal}

mark

State of Maryland, Allegany County, to wit: On this seventh day of March in the year of our Lord 1870 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County Thomas O'Donnell and acknowledged the foregoing mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in the said foregoing mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 31, page 287, 5/10/1870.

At the request of Frederick Mertens this Mortgage was recorded May 10th 1870.

I, John B. Douglas, of Allegany County in the State of Maryland, being now indebted to Frederick Mertens of Allegany County in the State of Maryland in the sum of three hundred dollars, in consideration thereof do hereby bargain and sell to the said Frederick Mertens the following property: two brown horse mules, one bay horse mule, one gray mare mule and one mouse colored horse. Provided that if I the said John B. Douglas, shall pay to the said Frederick Mertens the said sum of three hundred dollars in installments of thirty dollars for each trip made by the Canal Boat called "William Bell," on the Chesapeake and Ohio Canal, in freighting coal thereon from Cumberland to Georgetown, D.C., or any other port East or South of Cumberland, or trips made by any other canal boat on which said mules and horse shall be worked on until the whole of said sum of three hundred dollars with the interest thereon from the date hereof shall have been fully paid, then this Mortgage shall be void. And Provided that if I the said John B. Douglas shall fail to pay any of the installments as hereinbefore mentioned and provided for, then the said Frederick Mertens may seize said mules and horse hereinbefore described, and sell the same for cash and pay himself such amount as may remain due to him, and all expenses of such seizure and sale, and if there be an overplus, pay the value to me the said John B. Douglas.

In Witness whereof I have subscribed my name and affixed my seal.

Test: Andrew Gonder

John B. Douglas {Seal}

State of Maryland, Allegany County, to wit: On this 6th day of May in the year of our Lord 1870 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County [personally appeared] John B. Douglas and acknowledged the foregoing mortgage to be his act. And at the same [time and place] also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in the said foregoing Mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 2, page 708,
8/13/1870.

At the request of Margaret A. Chaplin the following Deed of Trust was recorded Aug. 13th 1870.

This Deed, made this 8th day of August in the year 1870, between William R. Chapline of the first part and Margaret A. Chaplin of the other part, both of the County of Jefferson in the State of West Virginia. Witnesseth that the said party of the first part doth grant unto the said Margaret A. Chaplin all his right, title and interest in four Mules and four sets of harness belonging to said William R. Chapline in said County, the interest hereby intended to be conveyed on trust to secure the payment of two notes given in June and July 1870, given by the party of the first part to Benjamin Graves and Washburn payable in ninety days subject to a credit June 1870 for twenty five dollars, any sale of property made by virtue of this trust may be for cash after giving reasonable notice of such sale by advertising in some newspaper published in Jefferson County, and proceeds of such sale shall be applied first to the discharge of the expenses attending the execution of this trust, then in satisfaction of the debt herein secured and the remainder if any shall be paid to the said William R. Chapline or his assigns. Witness the following signature and seals.

Wm. R. Chapline {Seal}

West Virginia, County of Jefferson, Sct: I, A. A. Cook a Justice for the Township of Shepherd in the County of Jefferson & State of West Virginia do certify that William R. Chapline whose name is signed to the writing hereto annexed bearing date on the 8th day of August 1870, has acknowledged the same before me in my Township aforesaid.
Given under my hand this 8th day of August, 1870.

A. A. Cook, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 34, page 143, 5/8/1871.

At the request of F. Mertens this Mortgage was recorded May 8th 1871.

This Mortgage made on this twenty ninth day of April in the year eighteen hundred and seventy-one, by me, Thomas O'Donnell of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred and fifty dollars now due from me the said Thomas O'Donnell to Frederick Mertens of Allegany County, and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said Thomas O'Donnell do hereby bargain and sell to the said Frederick Mertens the following property: one bay horse mule with white nose, one bay mare mule with brown nose and the harnesses that are now used with said horse mules, and also the boat rig now with the canal boat called "J. T. Scrivener," including cooking stove, and furniture on said boat. Provided that if I the said Thomas O'Donnell, shall pay to the said Frederick Mertens, or his assigns, the said sum of two hundred and fifty dollars with the interest thereon from the date hereof, in installments of thirty dollars each for all the trips made by the Canal Boat called "J. T. Scrivener," or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal, from Cumberland to Georgetown, Alexandria, or any other port east of Cumberland, until the entire sum of two hundred and fifty dollars is paid with the interest thereon, provided said whole sum and interest to be paid on or before the first day of December in the year 1871, then this Mortgage shall be void and I the said Thomas O'Donnell do hereby covenant and agree that if in default of the payment of any of the said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules or any of them, or said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure. And if there be an overplus, to pay the same to me the said Thomas O'Donnell, or my assigns.

In Witness whereof I have subscribed my name and affixed my seal.

Test: Andrew Gonder

John H. J. Flanagan

his

Thomas X O'Donnell {Seal}
mark

State of Maryland, Allegany County, to wit: On this twenty ninth day of April in the year of our Lord 1871 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County Thomas O'Donnell and acknowledged the foregoing mortgage to be his act and at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in the said foregoing mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 35, page 239, 11/7/1871.

At the request of Frederick Mertens this Mortgage was recorded Nov. 7th 1871.

This Indenture, made this 4th day of November in the year eighteen hundred and seventy-one, by me John H. Snyder of Allegany County, State of Maryland. Witnesseth: that for and in consideration of the sum of eleven hundred and fifty dollars now due from me the said John H. Snyder to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said John H. Snyder do hereby bargain and sell to the said Frederick Mertens the following property: one Canal Boat the "Mary A. Edwards," one black mare mule, one sorrel horse mule, one bay horse mules, one bay mare mule and one light bay horse mule and the harness that is now used with said mules and also the boat rig now on the Canal Boat called Mary A. Edwards including cooking stove and furniture on said boat. Provided that if I the said John H. Snyder shall pay to the said Frederick Mertens or his assigns the said sum of eleven hundred and fifty dollars with interest therein from the date hereof in installments of forty five dollars for all the trips made by said Canal Boat called "Mary A. Edwards" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal, from Cumberland to Georgetown, Alexandria, or any other port east of Cumberland, until the entire sum of eleven hundred and fifty dollars is paid with the interest thereon, provided said whole sum and interest be paid on or before the first day of December in the year 1872, then this mortgage shall be void. And I the said John H. Snyder do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said boat, mules or any of them, and said harness, boat rig and boat furniture and sell the same to the highest bidder for cash, whenever the same may be seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount that may be still due to him and all expenses attending the sale and seizure, and if there should be any overplus to pay the same to the said John H. Snyder or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder

John H. Snyder {Seal}

State of Maryland, Allegany County, to wit: On this 4th day of November in the year of our Lord 1871, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, John H. Snyder and acknowledged the foregoing mortgage to be his act. And at the same time also appeared Frederick Mertens and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 566, 4/16/1872.

At the request of Frederick Mertens this Mortgage was recorded April 16th 1872.

This Mortgage, made on this twenty eighth day of March in the year eighteen hundred and seventy-two, by me John Oaks of Allegany County, State of Maryland. Witnesseth: That in consideration of the sum of six hundred & forty two dollars, now due from me the said John Oaks to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said John Oaks do hereby bargain and sell to the said Frederick Mertens the following property: 2 black horse mules, one gray mare mule & one bay horse mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Conrad Walz" including cooking stove and furniture on said boat. Provided that if I the said John Oaks shall pay to the said Frederick Mertens or his assigns the said sum of six hundred and forty two dollars, with the interest thereon from the date hereof in installments of forty dollars each for all the trips made by said Canal Boat called "Conrad Walz" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland until the entire sum of six hundred and forty two dollars, is paid with the interest thereon; provided, said whole sum and interest be paid on or before the fifth day of January in the year eighteen hundred and seventy three then this Mortgage shall be void. And I the said John Oaks do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount that may then still due to him and all expenses attending the sale and seizure, and if then there be any overplus, to pay the same to me the said John Oaks, or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

John Oaks {Seal}

State of Maryland, Allegany County, to wit: On this 28th day of March in the year of our Lord eighteen hundred & seventy-two, personally appeared before me, the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, John Oaks & acknowledged the foregoing Mortgage to be their act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 553, 5/23/1872.

At the request of Frederick Mertens this Mortgage was recorded May 23rd 1872.

This Mortgage, made this seventeenth day of May in the year eighteen hundred and seventy-two, by us John M. Kreps & Elias Howard of Allegany County, State of Maryland. Witnesseth: That in consideration of the sum of four hundred and fifty dollars, now due from us the said John M. Kreps & Elias Howard to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, we the said John M. Kreps & Elias Howard do hereby bargain and sell to the said Frederick Mertens the following property: one gray mare mule, one black horse mule & one dun mare mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Ida J. Kreps" including cooking stove and furniture on said Boat. Provided that if we said John M. Kreps and Elias Howard shall pay to the said Frederick Mertens or his assigns the said sum of four hundred & fifty dollars, with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat called "Ida J. Kreps" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland until the entire sum of four hundred and fifty dollars, is paid with the interest thereon; provided, said whole sum and interest be paid on or before the seventeenth day of May in the year eighteen hundred and seventy three then this Mortgage shall be void. And we the said John M. Kreps & Elias Howard do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, then said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount that may then still due to him and all expenses attending the sale and seizure, and if then there be any overplus, to pay the same to us the said John M. Kreps & Elias Howard, or our assigns. In witness whereof we have subscribed our names and affixed our seals.

Teste: Herman H. Hotrack

John M. Kreps {Seal}

Elias Howard {Seal}

State of Maryland, Allegany County, to wit: On this seventeenth day of May in the year of our Lord eighteen hundred & seventy-two, personally appeared before me, the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, John M. Kreps & Elias Howard and acknowledged the foregoing Mortgage to be their act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Herman H. Hotrack, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 522, 7/31/1872.

At the request of Fred. Mertens this Mortgage was recorded July 31st 1872.

This Indenture, made this twenty seventh day of July in the year eighteen hundred and seventy-two, by us James Donahow and Mary Donahow of Allegany County, State of Maryland.

Witnesseth: That for and in consideration of the sum of five hundred thirty two 74/100 dollars now due from us the said James Donahow and Mary Donahow to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, we the said James Donahow and Mary Donahow do hereby bargain and sell to the said Frederick Mertens the following property: one gray horse mule, one black mare mule, one dark bay mule & one light bay mule and the harness that are now used with said mules and also the boat rig now on the Canal Boat "Martin O'Conner" including cooking stove & furniture on said boat. Provided that if we the said James Donahow and Mary Donahow shall pay to the said Frederick Mertens or his assigns the said sum of five hundred thirty two 74/100 dollars, with the interest thereon from the date hereof in installments of twenty five dollars each for all the trips made by said Canal Boat called "Martin O'Conner" or any other canal boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria, or any other port East of Cumberland, until the entire sum of five hundred thirty two 74/100 dollars is paid, with the interest thereon, provided, said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy two [sic. three] then this mortgage shall be void. And I the said James Donahow do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash whenever the same may be seized and taken after first giving notice by handbills for at least ten days of such sale, and then pay himself the amount that may be then due to him and all expenses attending the sale and seizure, and if there be any overplus to pay the same to me the said James Donahow or my assigns. In witness whereof we have subscribed names and affixed our seals.

Teste: H. J. Flanagan

his
James X Donahow {Seal}
mark
Mary Donahow

State of Maryland, Allegany County, to wit: On this twenty seventh day of July in the year of our Lord, eighteen hundred and seventy-two, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County James Donahow and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 508, 9/16/1872.

At the request of Frederick Mertens this Mortgage was recorded Sept. 16th 1872.

This Indenture, made this 16th day of September eighteen hundred and seventy-two, between Philip Mouse of Allegany County, State of Maryland party of the first part and Frederick Mertens of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boats called "E. Hadra" & "Jack Topper" also eight mules and the rigs on said boats and harness of said mules at and for the sum of twenty four hundred and fifty dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: sixty dollars for each and every trip said boats shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

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

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

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

Teste: Jas. M. Beall

Philip Mouse {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 16th day of September 1872, before the subscriber, personally appeared Philip Mouse and acknowledged the foregoing instrument to be his act and deed.

Jas. M. Beall, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 16th day of September 1872 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Jas. M. Beall, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 499, 10/9/1872.

At the request of Frederick Mertens this Mortgage was recorded October 9th 1872.

This Mortgage, made this seventh day of October eighteen hundred and seventy-two, by me Joseph Bissett of Allegany County, in the State of Maryland. Witnesseth: That for and in consideration of the sum of eight hundred dollars now due from me the said Joseph Bissett to Frederick Mertens of Allegany County, State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I, the said Joseph Bissett do hereby bargain and sell to the said Frederick Mertens the following property, to wit: one dun horse mule; one gray mare mule and two bay mare mules and the harness that are now used with said mules and also the boat rig now on the Canal Boat "Martin O'Conner" including cooking stove and furniture on said boat. Provided that if I the said Joseph Bissett shall pay to the said Frederick Mertens or his assigns the said sum of eight hundred dollars with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "Martin O'Conner" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake & Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of eight hundred dollars is paid, with the interest thereon; provided said whole sum and interest be paid on or before the tenth day of June in the year eighteen hundred and seventy three, then this Mortgage shall be void. And I the said Joseph Bissett do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture and sell the same to the highest bidder for cash whenever the same may be so seized and taken after first giving notice by handbills for at least ten days of such sale and then pay himself the amount that may be still due to him and all expenses attending the sale & seizure, and if there be any overplus to pay the same to me the said Joseph Bissett or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Joseph Bissett {Seal}

State of Maryland, Allegany County, to wit: On this seventh day of October in the year of our Lord eighteen hundred and seventy-two, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Joseph Bissett and acknowledged the foregoing Mortgage to be his act. and at the same time appeared before me Frederick Mertens, and made oath in due form of law that the considerations set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 38, page 136, 10/9/1872.

At the request of George W. Swain this Bill of Sale was recorded Oct. 9, 1872.

This mortgage made this 15th day of July in the year eighteen hundred and seventy two between Susan Taffel of Allegany County in the State of Maryland of the one part and George W. Swain of Washington County of the other part. Whereas the said Susan Taffel has sold unto the said George W. Swain 4 mules, three bay mules and one sorrel mule, for and in consideration of the sum of (\$750.00) seven hundred and fifty dollars to be paid by trippage (\$35.00) thirty five dollars per trip during the boating season until all is paid. Said mules are to be fed, taken care of and kept in first rate order. Now, therefore, this mortgage **Witnesseth**, that in consideration of the premises and of one dollar the said George W. Swain does grant unto the said Susan Taffel & her assigns 3 bay mules and 1 sorrel mule, together with the harness and rigging thereunto belonging. To have and to hold the said harness and rigging to the said Susan Taffel and her assigns. If, however the said George W. Swain shall make payments and perform the covenants herein on his part contained then this mortgage shall be void and the said George W. Swain for himself, his heirs, executors, administrators and assigns covenant with the said Susan Taffel and her assigns to pay and perform as follows, that is to say: to pay the said Susan Taffel or her assigns the sum of thirty five dollars on every trip until the time arrives when all is paid. And the said Susan Taffel is hereby authorized to sell the said property in case of default by the said George W. Swain if in any of the conditions of this mortgage as aforesaid for one half cash and the balance in six months with interest upon giving three weeks public notice of the time, place, manner and terms of sale in some newspaper printed and published in the City of Cumberland at least once a week for three successive weeks prior to the day of sale and apply the proceeds of such sale to the payment in the first place of the mortgage debt and the surplus if any to pay to the said George W. Swain his heirs, executors, administrators or assigns.

Witness my hand and seal.
Herman H. Hobbrook

George W. Swain {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 15th day of July in the year eighteen hundred and seventy two before me the subscriber a Justice of the Peace in and for Allegany County personally appeared George W. Swain and acknowledged the foregoing mortgage to be his act. And before me also personally appeared Susan Taffel & made oath in due form of law that the consideration in the said mortgage is true & bona fide as therein set forth.

Herman H. Hobbrook, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 37, p 372, 11/27/1872.

At the request of Ann E. McQuade this Deed was recorded Nov. 27th, 1872.

Know all men by these presents that I Barney McQuade of Allegany County, State of Maryland, in consideration of natural love and affection and the sum of five dollars paid me by Ann E. McQuade of said County and State, have bargained and sold and by these presents do bargain and sell unto the said Ann E. McQuade all the goods and chattels herein described, namely: one Canal Boat called "A. L. Miller" together with five dark colored mules and all the harness rigging belonging to said boat; and one Canal Boat called "Thomas Stackpole" together with one dun mule, two sorrel mules and two dark brown mules and all the harness rigging belonging to said boat; and one Canal Boat called "Ann E. McQuade" together with two sorrel mules and three dark brown mules and all the harness rigging belonging to said boat; also all my household furniture of every kind & description, and one brindle cow, and seven hogs, to have and to hold all and singular the said goods and chattels and every of them hereby bargained and sold unto the said Ann E. McQuade to her only proper use and behoof, her heirs, executors, administrators and assigns forever. Witness my hand and seal this 27th day of November 1872.

Test: H. J. Flanagan

Barney McQuade {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of November 1872, before me the subscriber a Justice of the Peace in and for the County and State aforesaid, personally appeared Barney McQuade and acknowledged the foregoing instrument of writing to be his act and deed.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p 309, 11/23/1872.

At the insistence of Frederick Mertens, the following mortgage is recorded November 27th 1872.

This Mortgage Made on this twenty sixth day of November in the year eighteen hundred and seventy two by me, Thomas L. Little of Washington County in the State of Maryland. Witnesseth; That for and in consideration of the sum of twelve hundred dollars now due from me the said Thomas L. Little to Frederick Mertens of Allegany County and the State of Maryland and in order to secure the payment thereof to the said Frederick Mertens by the said Thomas L. Little I hereby bargain and sell to the said Frederick Mertens the following property: Two dun horse mules, Four Bay mules, Three horse dun mare mules, One black mare mule & three black horse mules and two brown horse mules, and the harness that are now used with said mules and also the boat rig now on Canal boats "Morning Sun," "Gen. Grant" & "Martin O'Conner," including cooking stove and furniture on said boats. Provided that if the said Thomas L. Little shall pay to the said Frederick Mertens or his assigns the said sum of twelve hundred dollars with the interest thereon from the date hereof in installments of fifty dollars each for all trips made by said Canal Boats called "Morning Sun," "Gen Grand" & "Martin O'Conner," or any other canal boat on which said mules may work in freighting coal on the Chesapeake and Ohio canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland until the entire sum of twelve hundred dollars is paid with interest thereon, provided said whole sum and interest be paid on or before the first day of November in the year eighteen hundred and seventy three, then this mortgage shall be void. And the said Thomas L. Little do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules or any of them and said harness, boat rig and boat furniture and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus to pay the same to me the said Thomas L. Little, or my assigns. In Witness whereof I have subscribed my name and affixed my seal.

Teste: Jacob Craig

Thomas L. Little {Seal}

State of Maryland, Washington County, to wit:

On this twenty sixth day of November in the year of our Lord eighteen hundred and seventy two, appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Thomas L. Little and acknowledged the foregoing mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Jacob Craig, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 38, page 111, 1/10/1873.

At the request of Frederick Mertens this Mortgage was recorded January 10th 1873.

This Mortgage, made this fourth day of January in the year eighteen hundred and seventy-three, by me Thomas O'Donnell of Allegany County, State of Maryland. Witnesseth: That for and in consideration of the sum of four hundred & twenty five dollars, now due from me the said Thomas O'Donnell to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said Thomas O'Donnell do hereby bargain and sell to the said Frederick Mertens the following property: one ___ bay mare mule blind in the right eye, one bay horse mule blind in both eyes, one black mare mule tongue half cut off, one dun horse mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "J. T. Scrivener" including cooking stove and furniture on said Boat. Provided that if I the said Thomas O'Donnell shall pay to the said Frederick Mertens or his assigns the said sum of four hundred & twenty five dollars, with the interest thereon from the date hereof in installments of forty dollars each for all the trips made by said Canal Boat called "J. T. Scrivener" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland until the entire sum of four hundred and twenty dollars, is paid with the interest thereon; provided, said whole sum and interest be paid on or before the first day of January in the year eighteen hundred and seventy four then this Mortgage shall be void. And I the said Thomas O'Donnell do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, then said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount that may then still due to him and all expenses attending the sale and seizure, and if then there be any overplus, to pay the same to me the said Thomas O'Donnell, or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

his
Thomas X O'Donnell {Seal}
mark

State of Maryland, Allegany County, to wit: On this fourth day of January in the year of our Lord eighteen hundred & seventy-three, personally appeared before me, the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Thomas O'Donnell and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Washington County, MD, Deed Book WMcKK 5, page 485, 3/18/1873.

At the insistence of Samuel Boyer the following mortgage is recorded March 18th 1873

We, Charles H. Swain & Frisby Renner of Washington County and State of Maryland being now indebted to Sam'l Boyer of the same County and State in the sum of Four Hundred Dollars with interest thereon from the 14th day of March 1873 in consideration thereof do bargain and sell to the said Boyer the following property: One brown mare mule (Duckett); 1 brown mare mule (Sis); 1 brown male mule (Patrick); one bay mare mule (Beck); four sets of harness rigging on boat "S. S. Cunningham." Provided that if we the said Renner & Swain shall pay to the said Boyer the sum of four hundred dollars and interest thereon on or before the 14th day of March 1873[4] then these presents shall be void. Witness our hands and seals this 14th day of March 1873.

Charles H. Swain {Seal}
Frisby Renner {Seal}

State of Maryland, Washington County, to wit,

I hereby certify that on this 14th day of March 1873 before me the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared Charles H. Swain and Frisby Renner and acknowledged the foregoing to be their act. And at the same time before me also appeared Samuel Boyer and made oath in form of law that the consideration in said mortgage is true and bona fide as therein set forth.

J. H. Grove, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 40, page 257, 3/28/1873.

At the request of Frederick Mertens this Mortgage was recorded March 28th, 1873.

This Indenture made this nineteenth day of March eighteen hundred and seventy-three between Charles J. Kaiser of Allegany County, State of Maryland, party of the first part, and Frederick Mertens of Allegany County, State of Maryland, party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part, the canal boat called "Queen City" & five mules (one roan horse mule, one black horse mules, two dark bay mare mules & one dark bay horse mule) at and for the sum of ten hundred and fifty seven 80/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars for each & every trip said boat & mules shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire purchase money with interest is fully paid, crediting the respective payments thereon as of the time said payments shall have [been] made. And whereas, it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City; in regular trips, both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing assign, transfer, or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. Provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip – if such want of readiness to load the boat is caused by any default on the part of the said company, or its agents; but in case of a glut of boats, or in case such defaults, either in loading or unloading, happens from any other cause than a personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

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

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

Teste: H. J. Flanagan.

Charles J. Kaiser {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19th day of March 1873, before the subscriber, personally appeared Charles J. Kaiser and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 19th day of March 1873 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 39, page 399, 4/7/1873.

At the request of A. Louis Miller, the following mortgage was recorded April 7th, 1873.

We Benjamin F. Jackson & George W. Swain of Washington County, State of Maryland, being now indebted to A. Louis Miller of Allegany County, and State of Maryland in the sum of eight hundred and seventy five dollars in consideration whereof I do hereby bargain and sell to the said A. Louis Miller the following property, to wit: one black mare mule, one gray headed mare mule, two bay mare mules and one bay mule. Provided that if we the said Benjamin F. Jackson & George W. Swain shall pay to the said A. Louis Miller the said sum of eight hundred and seventy five dollars with the interest thereon from the date hereof on or before the 1st day of August in the [year] 1873, then this mortgage shall be void. Witness my hand and seal this 28th day of March in the year 1873.

Teste: H. J. Flanagan

his
Benjamin F. X Jackson {Seal}
mark
George W. Swain {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 28th day of March in the year of our Lord 1873 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared B. F. Jackson & G. W. Swain and acknowledged the foregoing mortgage to be their act and at the same time also appeared before me A. Louis Miller and made oath in due form of law that the consideration set forth in the said foregoing mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

H. J. Flanagan, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 39, page 400, 4/7/1873.

At the request of A. Louis Miller this Mortgage was recorded Apr. 7th 1873.

I Richard D. Kerfoot of Jefferson County, State of W, Va., being now indebted to A. Louis Miller of Allegany County, and State of Maryland, in the sum of Eight hundred and fifty dollars, in consideration thereof, I do hereby bargain and sell to the said A. Louis Miller the following property, to wit: one black mare mule, one large bay horse mule, one mouse colored horse mule, one bay mare mule and one bay horse mule & three sets of harness. Provided that if I the said Richard D. Kerfoot shall pay to the said A. Louis Miller the said sum of Eight hundred and fifty dollars and the interest thereon from the date hereof on or before the 1st day of August in the year 1873, then this mortgage shall be void. Witness my hand and seal this 31st day of March in the year 1873.

Teste: H. J. Flanagan

R. D. Kerfoot {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 31st day of March in the year of our Lord, 1873 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Richard D. Kerfoot and acknowledged the foregoing Mortgage to be his act, and at the same time also appeared before me A. Louis Miller and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

H. J. Flanagan, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 38, p 350, 4/10/1873.

At the request of James D. Young this mortgage was recorded April 10th 1873.

This Mortgage made this ninth day of April in the year eighteen hundred and seventy three by Francis H. Brookman of Allegany County, in the State of Maryland. Witnesseth, Whereas the said Francis H. Brookman is now indebted unto James D. Young of said County and State, in the sum of eleven hundred and eighty seven dollars which he is to pay to the said James D. Young in installments of thirty five dollars each for every trip that shall be made by the Canal Boat called Hanson Willison from Cumberland to Georgetown, Washington City or Alexandria until the whole of said sum with interest is paid. And Whereas with a view to secure the payment of the said installments regularly, according to the covenants hereinafter inscribed the said Francis H. Brookman is willing to execute these presents.

Now, therefore in consideration of the premises, the said Francis H. Brookman doth hereby grant, bargain and sell unto the said James D. Young, five mules; provided, that if the said Francis H. Brookman shall pay the said James D. Young, the said installments of thirty five dollars each as aforesaid, with interest from the date of these presents, until the whole of said sum of eleven hundred & eighty seven dollars, shall be paid according to the covenants of the Francis H. Brookman hereinafter set forth then this Mortgage shall be void. And the said Francis H. Brookman covenants to and with the said James D. Young that the said Francis H. Brookman will regularly run the said boat night and day on trips from Cumberland to Georgetown, Washington City or Alexandria without intermission or lying by; except when prevented from getting loading at Cumberland by strikes of the miners of coal, or from unavoidable obstructions upon the Canal, and the said Francis H. Brookman further covenants to freight or carry coal at current rates and usages and that he will pay the aforesaid installments of thirty five dollars each with interest from the date of these presents until the whole of said sum of eleven [hundred] & eighty seven dollars shall be paid for each and every trip so made & for each trip he covenants shall be made. Provided, that if default shall be made by the said Francis H. Brookman in the payment of the money aforesaid or the interest thereon at the time or in the manner aforesaid or breach of any of the covenants herein contained, then it shall be lawful for the said James D. Young to sell the said mules, in the City of Cumberland at public auction for cash or on credit after giving at least ten days public notice by hand bills _____ the most public places in said City giving notice of the time, place, manner and terms of sale, and apply the proceeds of such sale to the payment, in the first place of the expenses that may be incurred in making such sale, and then to the payment of the Mortgage debt, and the surplus if any to pay to the said Francis H. Brookman, his executors, administrators or assigns.

Witness my hand and seal.

Attest: H. H. Hobrock

Francis H. Brookman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this ninth day of April in the year eighteen hundred and seventy three before the subscriber a Justice of the Peace, of the State of Maryland, in and for Allegany County, personally appeared Francis H. Brookman and acknowledged the foregoing Mortgage to be his act and at the same time, before me also personally appeared James D. Young & made oath in due form of law that the consideration in said Mortgage is true and bona fide as therein set forth.

Herman H. Hobrock, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 38, page 488, 4/10/1873.

At the request of Frederick Mertens this Mortgage was recorded April 10th 1873.

This Mortgage, made this fourth day of April in the year eighteen hundred and seventy-three, by me John W. Quigley of Allegany County, in the State of Maryland. Witnesseth: That in consideration of the sum of four hundred and thirty dollars, now due from me the said John W. Quigley to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said John W. Quigley do hereby bargain and sell to the said Frederick Mertens the following property: four black mules and one sorrel mule that is (three black horse mules, one black mare mule & one sorrel mare mule), and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Toney Rody" including cooking stove and furniture on said Boat. Provided that if I, the said John W. Quigley shall pay to the said Frederick Mertens or his assigns the said sum of four hundred & thirty dollars, with the interest thereon from the date hereof in installments of thirty five dollars each for all the trips made by said Canal Boat called "Toney Rody" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland until the entire sum of four hundred and thirty dollars, is paid with the interest thereon; provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy three then this Mortgage shall be void. And I the said John W. Quigley do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, then said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount that may then still due to him and all expenses attending the sale and seizure, and if then there be any overplus, to pay the same to me the said John W. Quigley, or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: H. H. Hotrack

John W. Quigley {Seal}

State of Maryland, Allegany County, to wit: On this fourth day of April in the year of our Lord eighteen hundred & seventy-three, personally appeared before me, the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, John Quigley and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Herman H. Hotrack, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 39, page 421, 5/3/1873.

At the request of A. L. Miller this Bill of Sale was recorded May 3rd 1873.

I Talbot Butt of Cumberland, Allegany County, and State of Maryland in consideration of eight hundred & fifty dollars paid me by A. L. Miller of said County, do hereby bargain and sell to the said A. L. Miller the following property, to wit: (5) Five mules and harness. Description: one gray mare mule; 1 bay horse mule; one black horse mule; one black mare mule, one dark bay horse mule. Witness my hand and seal this 25th day of April 1873.

Teste: H. J. Flanagan

his
Talbot X Butt {Seal}
mark

State of Maryland, Allegany County, to wit: On this 25th of April 1873 before the subscriber a Justice of the Peace in and for Allegany County personally appeared Talbot Butt and did acknowledge the foregoing Bill of Sale to be his act and deed and at the same time personally appeared A. L. Miller and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 39, page 421, 5/3/1873.

At the request of A. L. Miller, the following Bill of Sale was recorded May 3rd 1873.

I Charles M. Atwell of Georgetown, in consideration of two hundred & twenty five dollars paid me by A. L. Miller of said Cumberland, Allegany County, do hereby bargain and sell to the said A. L. Miller the following property, to wit: Two Mules: "One sorrel mare mule; and one horse mule." Also, one brown or mouse colored mare mule. Witness my hand and seal this 22nd day of April 1873.

Teste: H. J. Flanagan

Charles M. Atwell {Seal}

State of Maryland, Allegany County, to wit: On this 22nd of April 1873 before the subscriber a Justice of the Peace in and for the State & County aforesaid personally appeared Charles M. Atwell and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared A. L. Miller and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

H. J. Flanagan, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 31, 5/20/1873.

At the request of F. Mertens this Mortgage was recorded May 20th 1873.

This Mortgage, made on this twenty sixth day of April in the year eighteen hundred and seventy-three, by me Thomas O'Donnell of Allegany County, in the State of Maryland. Witnesseth: That for and in consideration of the sum of one hundred and fifty dollars, now due from me the said Thomas O'Donnell to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said Thomas O'Donnell do hereby bargain and sell to the said Frederick Mertens the following property: one big mouse colored mare mule and the harness that are now used with said mule, and also the boat rig now on the Canal Boat "J. T. Scrivener" including cooking stove and furniture on said Boat.

Provided that if I, the said Thomas O'Donnell, shall pay to the said Frederick Mertens or his assigns the said sum of one hundred and fifty dollars, with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat "J. T. Scrivener" or any other Canal Boat on which said mule may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland until the entire sum of one hundred and fifty dollars, is paid, with the interest thereon; provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy three then this Mortgage shall be void. And I the said Thomas O'Donnell do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount due to him and all expenses attending the sale and seizure, and if then there be any overplus, to pay the same to me the said Thomas O'Donnell, or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: J. M. Strong

his
Thomas X O'Donnell {Seal}
mark

State of Maryland, Allegany County, to wit: On this twenty fourth day of April in the year of our Lord eighteen hundred and seventy-three, personally appeared before me, the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Thomas O'Donnell and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

J. M. Strong, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 34, 5/20/1873.

At the request of F. Mertens this Mortgage was recorded May 20th 1873.

This Indenture, made this twelfth day of May eighteen hundred and seventy-three, between Jacob Brubaker of Allegany County, State of Maryland party of the first part and Frederick Mertens of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Bynon & Goodwin," & four mules and rig (1 bay mare mule, 1 dun mare mule, 1 gray horse mule & 1 sorrel horse mule) at and for the sum of ten hundred and fifty dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

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

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

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

Teste: H. J. Flanagan

Jacob Brubaker {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twelfth day of May 1873, before the subscriber, personally appeared Jacob Brubaker and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 15th day of May 1873 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 40, p 81, 8/2/1873.

At the request of Frisby Tilghman this Deed of Personal Property was recorded Aug. 2nd 1873.

This Deed, made this 20th day of July 1873 by me Barney McQuade of the City of Cumberland, Maryland. Witnesseth, that for and in consideration of the sum of fifteen hundred and twenty four dollars and twenty three cents paid me by Frisby Tilghman to the said Barney McQuade do grant and hereby convey unto the said Frisby Tilghman the Canal Boat "Thomas Stackpole" and five mules and the harness of said mules. The said boat and mules being the same which I conveyed to said Tilghman by deed bearing date July 1873 which deed is deemed defective, this deed being intended to confirm and satisfy the same. Witness my hand and seal.

Test: Ferdinand Williams

Barney McQuade {Seal}

I hereby certify that on the 21st day of July 1873 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Barney McQuade & acknowledged the above deed to be his act.

James M. Beall, J.P.

State of Maryland, Allegany County, SS: I hereby certify that on this 22nd day of July 1873 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Frisby L. Tilghman the grantee in the above bill of sale and made oath in due form of law that the consideration thereof is true and bona fide as therein set forth.

Sworn before

J. M. Strong, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 6, p 31, 8/4/1873.

At the request of the Benjamin Mitchell the following mortgage is recorded Aug. 4th 1873.

This Mortgage, made this 28th day of July eighteen hundred and seventy three by me Charles H. Andrews of Washington County, State of Maryland being now indebted to Benjamin Mitchell of Washington County, Maryland in the sum of four hundred and seventy five dollars with interest till paid, in consideration thereof do hereby bargain and sell to the said Benjamin Mitchell the following property: One (1) mouse colored mare mule about four (4) years old; one (1) light bay mule eight (8) years old; one (1) dark mule (mare) seven (7) years old; one (1) black horse mule nine (9) years old. **Provided** if I the said Charles H. Andrews shall pay to the said Benjamin Mitchell the sum of four hundred & seventy five degrees [*sic.* dollars] with interest as follows: twenty dollars to be paid on each and every trip made by said mules until the said four hundred and seventy five dollars are paid and the said Charles H. Andrews binds himself to make said trips as speedily as they can be made and the said Andrews agrees upon a failure to pay said trippage then the said Mitchell in that case may take charge of said mules and also if said payments are made punctually according to the intent and meaning of this mortgage then these presents shall be void. Witness my hand and seal this 28th day of July 1873.

C. H. Andrews

State of Maryland, Washington County, to wit: I hereby certify that on this 28th day of July in the year A. D. 1873, before me the subscriber a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Chas. H. Andrews and did acknowledge the foregoing mortgage to be his act. And at the same time before me also appeared Benjamin Mitchell and made oath in due form of law that the considerations in the said mortgage is true and bona fide as therein set forth.

W. H. Lowe, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 40, p 127, 9/11/1873.

At the request of Frisby L. Tilghman this Deed was recorded Sept. 11th 1873.

This Deed made this 9th day of September 1873 by Ann E. McQuade and Barney McQuade of Cumberland, Maryland. **Witnesseth** that for and in consideration of the sum of fifteen hundred and twenty five dollars & seventy five cents we the said Anna E. McQuade & Barney McQuade do grant and hereby convey unto Frisby L. Tilghman the Canal Boat "Thomas Stackpole" & five mules described in a deed from me the said Barney McQuade to T. L. Tilghman to which deed reference is hereby had for a particular description of said mules, also we further convey the harness for said mules. Witness our hands and seals.

James M. Beall

Barney McQuade {Seal}
Anna E. McQuade {Seal}

State of Maryland, Allegany County, Sct: I hereby certify that on this 9th day of September 1873 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in & for Allegany County, Anna E. McQuade & Barney McQuade her husband and did each acknowledge the above deed to be their act, at the same time also appeared before me Frisby L. Tilghman the grantee in above deed & made oath that the consideration thereof is true and bona fide as therein set forth.

James M. Beall, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 241, 10/3/1873.

At the request of F. A. Mertens this Mortgage was recorded Oct. 3, 1873.

This Mortgage made in this first day of October in the year eighteen hundred and seventy three by me Thomas O'Donnell of Allegany County, in the State of Maryland; Whereas for and in consideration of the sum of one hundred and ten dollars, now due from me the said Thomas O'Donnell to F. A. Mertens of Allegany County and State of Maryland, and order to secure the payment hereof to the said F. A. Mertens, I the said Thomas O'Donnell do hereby bargain and sell to the said F. A. Mertens the following property: one black horse mule, and the harness that are now used with said mule, and also the boat rig now on the Canal Boat "J. T. Scrivener," including cooking stove and furniture in said Boat. Provided that if I the said Thomas O'Donnell shall pay to the said F. A. Mertens or his assigns the said sum of one hundred & ten dollars with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat called "J. T. Scrivener" or any other Canal Boat on which said mule may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other point east of Cumberland until the entire sum of one hundred & ten dollars is paid with the interest thereon; provided, said whole sum and interest be paid on or before the first day of April in the year eighteen hundred and seventy four, then this mortgage shall be void; and I the said Thomas O'Donnell do hereby covenant and agree that if the default of the payment of any of said herein before mentioned installments the said F. A. Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture and sell the same to the highest bidder for cash, whenever the same may be so seized and taken, after first fiving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said Thomas O'Donnell or my assigns. In Witness whereof I have subscribed my name and affixed my seal.

Teste: James M. Beall

Thomas O'Donnell {Seal}

State of Maryland, Allegany County, to wit: On this first day of October in the year of our Lord eighteen hundred and seventy three personally appeared before me, the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Thomas O'Donnell and acknowledged the aforegoing Mortgage to be his act and at the same time also appeared before me F. A. Mertens and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Jas. M. Beall, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 39, p 557, 11/8/1873.

At the request of William Young this Bill of Sale was recorded Nov. 8th 1873.

I John Gull of Cumberland, Allegany County and State of Maryland, in consideration of six hundred dollars paid me by William Young of Allegany County, State of Maryland, do hereby bargain and sell to the said William Young the following property, to wit: two black horse mules; one light bay horse mule, one dark bay mare mule; and all my interest in the scow "Oliver S. Moss" and all the boat rig, harness (4 sets in full). Witness my hand and seal this 14th day of November in the year eighteen hundred and seventy three.

Teste: H. I. Flanagan

his
John X Gull {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 1st day of November in the year eighteen hundred and seventy three before the subscriber a Justice of the Peace in and for the State and County aforesaid, personally appeared John Gull and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid William Young and made oath in due form of law that the consideration noted in the foregoing Bill of Sale is true and bona fide as therein set forth.

H. I. Flanagan, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 40, page 260, 11/10/1873.

At the request of F. Mertens this Mortgage was recorded Nov. 10th, 1873.

This Mortgage made this eighth day of November in the year eighteen hundred and seventy-three by me, Richard Sorrell of Fairfax County, in the State of Virginia. Witnesseth, that for and in consideration of the sum of twelve hundred & ninety dollars, now due from me, the said Richard Sorrell to F. Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said F. Mertens, I, the said Richard Sorrell do hereby bargain and sell to the said F. Mertens the following property: two bay mare mules, one black mare mule, one light bay horse mule, one light bay mare mule and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Nora & Willie" including cooking stove and furniture on said Boat. Provided, that if I, the said Richard Sorrell shall pay to the said F. Mertens or his assigns the said sum of twelve hundred & ninety dollars with the interest thereon from the date hereof in installments of forty dollars for each for all the trips made by said Canal Boat called "Nora & Willie" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port east of Cumberland, until the entire sum twelve hundred & ninety dollars is paid, with the interest thereon. Provided, said sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-five. Then, this Mortgage shall be void. And I, the said Richard Sorrell do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said F. Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and the said harness, boat rig and boat furniture, and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said Richard Sorrell, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan.

his
Richard X Sorrell {Seal}
mark

State of Maryland, Allegany County, to wit: On this eighth day of November, in the year of our Lord, eighteen hundred and seventy-three, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Richard Sorrell and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me F. Mertens and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 39, page 603, 11/14/1873.

At the request of F. Mertens the following Mortgage was recorded November 14th 1873.

This Mortgage, made on this thirteenth day of November in the year eighteen hundred and seventy-three, by me D. J. Miller of Washington County, in the State of Maryland. Witnesseth: That for and in consideration of the sum of four hundred and seventy five dollars, now due from me the said D. J. Miller to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said D. J. Miller do hereby bargain and sell to the said Frederick Mertens the following property: eight mules (one black horse mule, one bay horse mule, one dun horse mule, two bay mare mules, and one black mare mule and two dun mare mules), and the harness that are now used with said mules, and also the boat rig now on the Canal Boats "Mercini M. Jane" and "Jacob Snively" including cooking stove and furniture on said Boats.

Provided that if I, the said D. J. Miller, shall pay to the said Frederick Mertens or his assigns the said sum of four hundred & seventy five dollars, with the interest thereon from the date hereof in installments of seventy five dollars each for all the trips made by said Canal Boats "Mercini M. Jane" & "Jacob Snively" or any other Canal Boats on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland until the entire sum of four hundred and seventy five dollars, is paid, with the interest thereon; provided, said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy four then this Mortgage shall be void. And I the said D. J. Miller do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, then said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount due to him and all expenses attending the sale and seizure, and if then there be any overplus, to pay the same to me the said D. J. Miller, or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: Jas. M. Beall

David J. Miller {Seal}

State of Maryland, Allegany County, to wit: On this thirteenth day of November in the year of our Lord eighteen hundred & seventy-three, personally appeared before me, the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, D. J. Miller and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Jas. M. Beall, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 240, 11/27/1873.

At the request of Alex M. Adams this Bill of Sale was recorded Nov. 22, 1873.

I Wesley Bowers of Dam Number Four, Washington County, State of Maryland in consideration of seven hundred & seventy five [dollars] paid me by Alexander M. Adams of Cumberland, Allegany County, State of Maryland do hereby bargain and sell to the said Alexander Adams the following property, viz: one dark bay mare mule four years old, and two dark bay mules six years old, harness, brass & cabin rig now on boat "F. M. Le Fever." Witness my hand and seal this 21st day of November in the year eighteen hundred and seventy three.

his
Wesley X Bowers
mark

Teste: H. H. Howard

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th of November in the year eighteen hundred and seventy three before me the subscriber one of the Justices of the Peace in and for Allegany County of said State personally appeared Wesley Bowers and acknowledged the foregoing instrument of writing to be his act and deed.

Herman H. Hobbrook, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 45, 12/8/1873.

At the request of F. Mertens this Mortgage was recorded Dec. 8th, 1873.

This Mortgage made this twenty eighth day of November in the year eighteen hundred and seventy-three by me, John Noble of Washington County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred fifty four 16/100 dollars due from me the said John Noble to Frederick Mertens of Allegany County, and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said John Noble do hereby bargain and sell to the said Frederick Mertens, the following property: one canal boat called "James Noble," one sorrel horse mare [mule]; one mouse colored mare mule; two bay mare mules; and the harness that are now used with said mules, and also the boat rig now on the canal boat "James Noble," including cooking stove and furniture on said boat. Provided that if I the said John Noble shall pay to the said Frederick Mertens or his assigns the said sum of three hundred and fifty four 16/100 dollars with interest thereon from the date hereof in installments of fifty five dollars for all the trips made by said Canal Boat called "James Noble," or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria, or any other port east of Cumberland, until the entire sum of three hundred & fifty four 16/100 dollars is paid with interest thereon, provided said whole sum, and interest be paid on or before the first day of July in the year eighteen hundred and seventy four, then this mortgage shall be void. And I, the said John Noble do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments to the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount that may be still due to him and all expenses attending the sale and seizure and if then there be any overplus, to pay the same to me the said John Noble, or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: Jas. M. Beall.

John Noble {Seal}

State of Maryland, Allegany County, to wit: On this twenty eighth day of November in the year of our Lord eighteen hundred and seventy-three, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, John Noble and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Jas. M. Beall, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 41, page 133, 12/29/1873.

At the request of John T. Dixon & Co. this Mortgage was recorded Dec. 29th 1873.

This Mortgage made this 9th day of December in the year eighteen hundred and seventy three by me John T. Ceding of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred & fifty dollars now due from me the said John T. Ceding to John T. Dixon & Co. of Allegany County and State of Maryland and in order to secure the payment thereof to the said John T. Dixon & Co., I the said John T. Ceding do hereby bargain and sell to the said John T. Dixon & Co. the following property: one bay horse mule; one black mare mule; one mouse colored horse mule; one dun horse mule; and the harness that are now used with said mules and also the boat rig now on the Canal Boat "H. W. Shuck" including working stove and furniture on said Boat. Provided that if I the said John T. Ceding shall pay to the said John T. Dixon & Co. or his assigns the said sum of two hundred & fifty dollars, with the interest thereon from the date hereof in installments of twenty five dollars each for all the trips made by said Canal Boat called "H. W. Shuck" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria, or any other port east of Cumberland, until the entire sum of two hundred & fifty dollars is paid with the interest thereon. Provided said whole sum and interest be paid on or before the first day of November in the year eighteen hundred and seventy four, then this Mortgage shall be void. And I the said John T. Ceding do hereby covenant and agree that if in default of the payments of any of the said hereinbefore mentioned installments, the said John T. Dixon & Co. or his assigns may and is hereby authorized to seize said mules or any of them, and said harness boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized and taken, first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said John T. Ceding or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

his
John T. X Ceding {Seal}
mark

State of Maryland, Allegany County, to wit: On this ninth day of December in the year of our Lord, eighteen hundred and seventy three, personally appeared before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, John T. Ceding and acknowledged the foregoing mortgage to be his act. And at the same time also appeared before me John T. Dixon and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 194, 1/15/1874.

At the request of F. Mertens this Mortgage was recorded Jan. 15th 1874.

This Mortgage made this thirteenth day of January in the year eighteen hundred and seventy-four by me, W. R. Shaw of Allegany County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of one hundred & twenty five dollars, now due from me, the said W. R. Shaw to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I, the said W. R. Shaw do hereby bargain and sell to the said Frederick Mertens the following property: one bay horse mule and the harness that are now used with said mule, and also the Boat rig now on the Canal Boat "Jacob McGraw," including cooking stove and furniture on said Boat. Provided, that if I, the said W. R. Shaw shall pay to the said Frederick Mertens or his assigns the said sum of one hundred & twenty five dollars with the interest thereon from the date hereof in installments of twenty five dollars for each for all the trips made by said Canal Boat called "Jacob McGraw" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port east of Cumberland, until the entire sum of one hundred and twenty five dollars is paid, with the interest thereon. Provided, said sum and interest be paid on or before the first day of January in the year eighteen hundred and seventy-five, then, this Mortgage shall be void. And I, the said W. R. Shaw do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and the said harness, boat rig and boat furniture, and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said W. R. Shaw, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Jas. M. Beall.

W. R. Shaw {Seal}

State of Maryland, Allegany County, to wit: On this thirteenth day of January, in the year of our Lord, eighteen hundred and seventy-four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, W. R. Shaw and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Jas. M. Beall, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 312, 4/4/1874.

At the request of F. Mertens this Mortgage was recorded April 4th 1874.

This Mortgage made this second day of April in the year eighteen hundred and seventy-four by me, Thomas Little of Washington County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of four hundred dollars, now due from me, the said Thomas Little to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I, the said Thomas Little do hereby bargain and sell to the said Frederick Mertens the following property: one Canal Boat called "Gen. Grant," one dun horse mule & one bay horse mule, and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "General Grant," including cooking stove and furniture on said Boat. Provided, that if I, the said Thomas Little shall pay to the said Frederick Mertens or his assigns the said sum of four hundred dollars with the interest thereon from the date hereof in installments of twenty five dollars for each for all the trips made by said Canal Boat called "General Grant" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port east of Cumberland, until the entire sum of four hundred dollars is paid, with the interest thereon. Provided, said sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-four, then, this Mortgage shall be void. And I, the said Thomas Little do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said boat and mules and said harness, boat rig and boat furniture, and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said Thomas Little, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan.

Thomas Little {Seal}

State of Maryland, Allegany County, to wit: On this second day of April, in the year of our Lord, eighteen hundred and seventy-four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Thomas Little and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said foregoing Mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 313, 4/4/1874.

At the request of F. Mertens this Mortgage was recorded April 4th 1874.

This Mortgage made this thirtieth day of March in the year eighteen hundred and seventy-four by me, Martin V. Murray of Washington County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred and seventy five dollars, now due from me, the said Martin V. Murray to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I, the said Martin V. Murray do hereby bargain and sell to the said Frederick Mertens the following property: one light sorrel mare mule, one mouse colored horse mule, and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Cumberland," including cooking stove and furniture on said Boat. Provided, that if I, the said Martin V. Murray shall pay to the said Frederick Mertens or his assigns the said sum of three hundred & seventy five dollars with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "Cumberland" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port east of Cumberland, until the entire sum of three hundred & seventy five dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-four, then, this Mortgage shall be void. And I, the said Martin V. Murray do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said Martin V. Murray, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan.

M. V. Murray {Seal}

State of Maryland, Allegany County, to wit: On this thirtieth day of March, in the year of our Lord, eighteen hundred and seventy-four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Martin V. Shaw and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 42, page 342, 4/7/1874.

This Mortgage made this sixth day of April in the year eighteen hundred and seventy-four by me Joseph Kirtley of Allegany County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of one hundred and fifty dollars now due from me the said Joseph Kirtley to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Joseph Kirtley do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "H. B. Simonds" & one sorrel mare mule, and the harness that are now used with said mule, and also the boat rig now on the Canal Boat "H. B. Simonds" including cooking stove and furniture in said Boat. Provided that if I the said Joseph Kirtley shall pay to the said Frederick Mertens or his assigns the said sum of one hundred and fifty dollars with the interest thereon from the date hereof in installments of fifty dollars each for all the trips made by the said Canal Boat called "H. B. Simonds" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of one hundred and fifty dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-four, then this Mortgage shall be void. And I, the said Joseph Kirtley, do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said boat and mule and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Joseph Kirtley, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan.

Jos. Kirtley {Seal}

State of Maryland, Allegany County, to wit: On this sixth day of April in the year of our Lord, eighteen hundred and seventy-four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Joseph Kirtley and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 42, page 351, 4/7/1874.

At the request of F. Mertens this Mortgage was recorded April 7th 1874

This Mortgage made this fourth day of April in the year eighteen hundred and seventy-four by me Thomas O'Donnell of Allegany County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of twelve hundred and two dollars, now due from me the said Thomas O'Donnell to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Thomas O'Donnell do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "J. T. Scrivener," two bay mare mules, one bay horse mule, one dun horse mule & one black mare mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "J. T. Scrivener" including cooking stove and furniture in said Boat. Provided that if I the said Thomas O'Donnell shall pay to the said Frederick Mertens or his assigns the said sum of twelve hundred & two dollars with the interest thereon from the date hereof in installments of sixty dollars each for all the trips made by the said Canal Boat called "J. T. Scrivener" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of twelve hundred and two dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-four, then this Mortgage shall be void. And I, the said Thomas O'Donnell, do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said boat and mules and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Thomas O'Donnell, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan.

his

Thomas X O'Donnell {Seal}
mark

State of Maryland, Allegany County, to wit: On this fourth day of April in the year of our Lord, eighteen hundred and seventy-four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Thomas O'Donnell and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 42, p. 387, 4/15/1874.

At the request of Barney McQuade, this Mortgage was recorded April 15th 1874.

This Mortgage made on this fifteenth day of April one thousand eight hundred and seventy four by me, James M. Lannon of Hampshire County in the State of West Virginia. Witness that I the said James M. Lannon have this day purchased of Barney McQuade of the City of Cumberland in Allegany County and State of Maryland, five head of mules and five sets of harness - and also rented of said McQuade one canal boat called "Ann E. McQuade" and being still indebted to said McQuade in the sum of seven hundred dollars on the purchase of said five mules and harness and in order to secure the payment of said sum of seven hundred dollars, I the said James M. Lannon do bargain and sell to the said Barney McQuade the said five head of mules, namely three black horse mules, two large brown mare mules and five sets of harness. Provided that if I the said James M. Lannon shall pay to the said Barney McQuade or his assigns the sum of thirty dollars upon each and every trip made by said canal boat "Ann E. McQuade" on the Chesapeake and Ohio Canal in freighting coal from Cumberland to Georgetown, D.C. or any other place or port east of Cumberland; and also the sum of thirty five dollars upon each and every trip made as aforesaid by said boat for the use and hire of said boat, until the whole sum of seven hundred dollars shall be paid in full with the interest thereon from the date hereof and then this mortgage shall be void; and said canal boat shall be delivered back to said Barney McQuade or his assigns in as good order and condition as the said James M. Lannon received the same. I the said James M. Lannon warrant that I will do and perform all and every act and stipulation herein set forth to be performed and done without default, rate on the canal boat is to run night and day. Witness my hand and seal.

Test: H. J. Flanagan

James M. Lannon {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and I do hereby certify that on this 25th day of April in the year of our Lord 1874 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, James M. Lannon and acknowledged the foregoing mortgage to be his act. And at the same time also appeared before me Barney McQuade and made oath in due form of law that the consideration set forth in the said foregoing mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

H. J. Flanagan, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 458, 6/5/1874.

At the request of F. Mertens this Mortgage was recorded June 5th 1874.

This Mortgage made this second day of June in the year eighteen hundred and seventy-four by me, Joseph Kirtley of Allegany County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of five hundred and sixty one 63/100 dollars, now due from me, the said Joseph Kirtley to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I, the said Joseph Kirtley do hereby bargain and sell to the said Frederick Mertens the following property: one sorrel mare mule, one black mare mule, one sorrel horse mule, one bay horse and one sorrel horse, and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "H. B. Simonds," including cooking stove and furniture on said Boat. Provided, that if I, the said Joseph Kirtley shall pay to the said Frederick Mertens or his assigns the said sum of five hundred & sixty one 63/100 dollars with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "H. B. Simonds" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port east of Cumberland, until the entire sum of five hundred and sixty one 63/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-four, then, this Mortgage shall be void. And I, the said Joseph Kirtley do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said Joseph Kirtley, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Herman H. Hobreck.

Jos. Kirtley {Seal}

State of Maryland, Allegany County, to wit: On this second day of June, in the year of our Lord, eighteen hundred and seventy-four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Joseph Kirtley and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Herman H. Hobreck, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 41, p 480, 6/11/1874.

At the request of Frank H. Brookman this Mortgage was recorded June 11th 1874.

I Frank H. Brookman of Allegany County, in the State of Maryland, being now indebted to James Young of said County and State in the sum of one hundred and fifty dollars, with interest from the 11th day of June 1874, in consideration thereof do hereby bargain and sell to the said James Young the following property: one roan horse mule fourteen hands high about four years old. Provided that if I the said Frank H. Brookman shall pay to the said James Young the sum of one hundred and fifty dollars with the interest thereon on or before the first day of July 1875, then this mortgage shall be void. Witness my hand and seal this 11th day of June 1874.

Teste: H. H. Hobrock

Frank H. Brookman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eleventh day of June in the year 1874 before the subscriber a Justice of the Peace in said State in and for the County aforesaid personally appeared Frank H. Brookman and acknowledged the foregoing mortgage to be his act and deed, also at the same time personally appeared James Young and made oath in due form of law that the consideration set forth in this mortgage are true and bona fide as therein set forth.

Herman H. Hobrock, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 620, 7/25/1874.

At the request of F. Mertens this Mortgage was recorded July 25th 1874.

This Mortgage made on this twenty third day of July in the year eighteen hundred and seventy-four by me, Alonzo Goodrich of Washington County, State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred and nineteen 78/100 dollars, now due from me, the said Alonzo Goodrich to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I, the said Alonzo Goodrich do hereby bargain and sell to the said Frederick Mertens the following property: one gray horse mule, one gray mare mule, one black horse mule, and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Van Lear Sprigg," including cooking stove and furniture on said Boat. Provided, that if I, the said Alonzo Goodrich shall pay to the said Frederick Mertens or his assigns the said sum of three hundred and nineteen 78/100 dollars with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "Van Lear Sprigg" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port east of Cumberland, until the entire sum of three hundred and nineteen 78/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-four, then, this Mortgage shall be void. And I, the said Alonzo Goodrich do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said Alonzo Goodrich, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Herman Hobrock.

his

Alonzo X Goodrich {Seal}
mark

State of Maryland, Allegany County, to wit: On this twenty third day of July, in the year of our Lord, eighteen hundred and seventy-four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Alonzo Goodrich and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Herman H. Hobrock, J. P

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 520, 7/30/1874.

At the request of F. Mertens this Mortgage was recorded July 30th 1874.

This Mortgage made this thirtieth day of June in the year eighteen hundred and seventy-four by me, Charles M. Atwell of Allegany County, State of Maryland. Witnesseth, that for and in consideration of the sum of six hundred and ninety five 84/100 dollars, now due from me, the said Charles M. Atwell to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I, the said Charles M. Atwell do hereby bargain and sell to the said Frederick Mertens the following property: one sorrel horse mule, one mouse colored horse mule, one bay horse mule, one bay mare mule, and one sorrel horse and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Martin O'Conner," including cooking stove and furniture on said Boat. Provided, that if I, the said Charles M. Atwell shall pay to the said Frederick Mertens or his assigns the said sum of six hundred & ninety five 84/100 dollars with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "Martin O'Conner" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port east of Cumberland, until the entire sum of six hundred and ninety five 84/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-four, then, this Mortgage shall be void. And I, the said Charles M. Atwell do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said Charles M. Atwell, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder.

C. M. Atwell {Seal}

State of Maryland, Allegany County, to wit: On this thirtieth day of June, in the year of our Lord, eighteen hundred and seventy-four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Charles M. Atwell and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 43, page 3, 8/1/1874.

At the request of Frederick Mertens this Mortgage was recorded August 1st 1874

This Mortgage made on this first day of August in the year eighteen hundred and seventy-four by me Martin O'Conner of Washington City, District of Columbia. Witnesseth, that for and in consideration of the sum of one hundred and fifteen dollars, now due from me the said Martin O'Conner to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Martin O'Conner do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "J. & T. Coulehan," and five mules (two sorrel horse mule, three black horse mules, and one black mare mule); and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "J. & T. Coulehan" including cooking stove and furniture in said Boat. Provided that if I the said Martin O'Conner shall pay to the said Frederick Mertens or his assigns the said sum of one hundred and fifteen dollars, with the interest thereon from the date hereof in installments of forty dollars each for all the trips made by said Canal Boat called "J. & T. Coulehan" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of one hundred and fifteen dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of October in the year eighteen hundred and seventy-four, then this Mortgage shall be void. And I, the said Martin O'Conner, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Martin O'Conner, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

his
Martin X O'Conner {Seal}
mark

State of Maryland, Allegany County, to wit: On this first day of August in the year of our Lord, eighteen hundred and seventy-four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Martin O'Conner and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

D. Blocher, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 43, page 251, 9/22/1874.

At the request of Frederick Mertens this Mortgage was recorded September 22nd 1874

This Mortgage made on this fifteenth day of September in the year eighteen hundred and seventy-four by me Z. T. Read of Washington County in the State of Maryland. Witnesseth, that for and in consideration of the sum of eight hundred & thirty five 86/100 dollars, now due from me the said Z. T. Read to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Z. T. Read do hereby bargain and sell to the said Frederick Mertens, the following property: one bay horse mule one gray mare mule, one bay mare mule, and one mouse colored mare mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "J. H. Houck" including cooking stove and furniture in said Boat. Provided that if I the said Z. T. Read shall pay to the said Frederick Mertens or his assigns the said sum of eight hundred & thirty five 86/100 dollars, with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boat called "J. H. Houck" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of eight hundred & thirty five 86/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the fifteenth day of September in the year eighteen hundred and seventy-five, then this Mortgage shall be void. And I, the said Z. T. Read, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Z. T. Read, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

his

Zachariah T. X Read {Seal}
mark

State of Maryland, Allegany County, to wit: On this fifteenth day of September in the year of our Lord, eighteen hundred and seventy-four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Z. T. Read and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 43, page 341, 10/29/1874.

At the request of F. Mertens this Mortgage was recorded Oct. 29th 1874.

This Indenture made this sixteenth day of October eighteen hundred and seventy-four between J. H. Heck of Washington County, State of Maryland, party of the first part, and Frederick Mertens of Allegany County, State of Maryland, party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part, the Canal Boat called "John T. Dixon & Co." and four mules (one black mare mule, one bay horse mule, one iron gray mare mule, one black horse mule) rig & harness that are now on said boat at and for the sum of seventeen hundred and fifty eight 16/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire purchase money with interest is fully paid, crediting the respective payments thereon as of the time said payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City; in regular trips, both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer, or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. Provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip – if such want of readiness to load the boat is caused by any default on the part of the said company, or its agents; but in case of a glut of boats, or in case such defaults, either in loading or unloading, happens from any other cause than a personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

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

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

Teste: H. J. Flanagan.

J. H. Heck {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 16th day of October 1874, before the subscriber, personally appeared J. H. Heck and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 16th day of October 1874 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 43, p 366, 11/2/1874.

At the request of James Young this Mortgage was recorded Nov. 2nd 1874.

I Joseph Wright of Jefferson County, [State of W. Va.], being now indebted to James Young of Allegany County, [State of Maryland] in the sum of two hundred and fifty one 82/100 dollars in consideration thereof, do hereby bargain and sell to the said James Young the following property, to wit: one brown horse mule about six years old; and one brown mare mule about six years old. Provided that if I the said Joseph Wright shall pay to the said James Young the said sum of two hundred and fifty one 82/100 dollars with the interest thereon from the date hereof, on or before the 1st day of November in the [year] 1875, then this mortgage shall be void.

Witness my hand and seal this 2nd day of November in the year 1874.

Teste: Andrew Gonder

Jos. Wright {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 2nd day of November in the year of our Lord 1874 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Joseph Wright and acknowledged the foregoing mortgage to be his act, and at the same time also appeared before me James Young and made oath in due form of law that the consideration set forth in the said foregoing mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

I hereby this 1st day of June 1875 released the above mortgage. Witness my hand and seal.

Teste: Theo. Luman

James Young {Seal}

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 43, page 410, 11/16/1874.

At the request of F. Mertens this Mortgage was recorded November 16th 1874

This Mortgage made on this sixth day of November in the year eighteen hundred and seventy-four by me Jeremiah Dick of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of four hundred & eighty eight 80/100 dollars, now due from me the said Jeremiah Dick to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Jeremiah Dick do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called the "Dennis Murphy," and three black horse mules and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Dennis Murphy" including cooking stove and furniture in said Boat. Provided that if I the said Jeremiah Dick shall pay to the said Frederick Mertens or his assigns the said sum of four hundred & eighty eight 80/100 dollars, with the interest thereon from the date hereof in installments of fifty dollars each for all the trips made by said Canal Boat called "Dennis Murphy" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of four hundred and eighty eight 80/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-five, then this Mortgage shall be void. And I, the said Jeremiah Dick, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and Mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Jeremiah Dick, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Jeremiah Dick {Seal}

State of Maryland, Allegany County, to wit: On this 6th day of November in the year of our Lord, eighteen hundred and seventy-four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Jeremiah Dick and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 43, page 418, 11/17/1874.

At the request of F. Mertens this Mortgage was recorded Nov. 17th 1874

This Mortgage made on this ninth day of November in the year eighteen hundred and seventy-four by me D. W. Snyder of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of eight hundred & ninety two 26/100 dollars, now due from me the said D. W. Snyder to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said D. W. Snyder do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called the "Elmer & Katie," and five mules, (two black horse mules, two black mare mules, and one bay mare mule) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Elmer & Katie" including cooking stove and furniture in said Boat. Provided that if I the said D. W. Snyder shall pay to the said Frederick Mertens or his assigns the said sum of eight hundred & ninety two 26/100 dollars, with the interest thereon from the date hereof in installments of sixty five dollars each for all the trips made by said Canal Boat called "Elmer & Katie" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of eight hundred and ninety two 26/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-five, then this Mortgage shall be void. And I, the said D. W. Snyder, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and Mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said D. W. Snyder, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

David W. Snyder {Seal}

State of Maryland, Allegany County, to wit: On this 9th day of November in the year of our Lord, eighteen hundred and seventy-four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, D. W. Snyder and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

D. Blocher, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 44, page 59, 12/9/1874.

At the request of F. Mertens this Mortgage was recorded Dec. 9th 1874

This Mortgage made on this fifth day of November in the year eighteen hundred and seventy-four by me J. F. Wolf of Washington County in the State of Maryland. Witnesseth, that for and in consideration of the sum of six hundred eight 27/100 dollars, now due from me the said J. F. Wolf to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said J. F. Wolf do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called the "Andrew Spier," and four mules, (one black mare mule, one dark bay horse mule, one bay mare mule and one dark brown horse mule) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Andrew Spier" including cooking stove and furniture in said Boat. Provided that if I the said J. F. Wolf shall pay to the said Frederick Mertens or his assigns the said sum of six hundred & eight 27/100 dollars, with the interest thereon from the date hereof in installments of forty dollars each for all the trips made by said Canal Boat called "Andrew Spier" from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of six hundred eight 27/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of August in the year eighteen hundred and seventy-five, then this Mortgage shall be void. And I, the said J. F. Wolf, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said boat & mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said J. F. Wolf, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

John F. Wolf {Seal}

State of Maryland, Allegany County, to wit: On this 5th day of December in the year of our Lord, eighteen hundred and seventy-four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, J. F. Wolf and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 44, page 147, 12/26/1874.

At the request of F. Mertens this Mortgage was recorded Dec. 26th 1874

This Mortgage made on this seventeenth day of December in the year eighteen hundred and seventy-four by me Frank Knott of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of one hundred and seventy two 33/100 dollars, now due from me the said Frank Knott to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Frank Knott do hereby bargain and sell to the said Frederick Mertens, the following property: one bay horse mule, one bay mare mule, one black horse mule, and one sorrel horse mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "J. T. Scrivener" including cooking stove and furniture in said Boat. Provided that if I the said Frank Knott shall pay to the said Frederick Mertens or his assigns the said sum of one hundred and seventy two 33/100 dollars, with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat called "J. T. Scrivener" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of one hundred and seventy two 33/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-five, then this Mortgage shall be void. And I, the said Frank Knott, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Frank Knott, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Frank Knott {Seal}

State of Maryland, Allegany County, to wit: On this seventeenth day of December in the year of our Lord, eighteen hundred and seventy-four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Frank Knott and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 43, p. 495, 12/29/1874.

At the request of John Gorman, this Deed of Trust was recorded Dec. 29th 1874.

This Deed of Trust, made this 19th day of September 1874 by me, John Kinney. **Witnesseth**, that whereas I the said John Kinney am now indebted to John Gorman in the sum of one thousand dollars, I the said John Kinney do grant unto the said John Gorman, as trustee, the following property, to wit: two black horse mules, one bay mare mule and one bay horse mule, in trust, for the following purposes, until I the said John Kinney shall have paid unto the said John Gorman the said one thousand dollars and any covenant that may be agreed upon. Witness my hand and seal.

Test: H. H. Hobrock

his
John X Kinney {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th [day of December] 1874, before me the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared John Kinney and acknowledged the foregoing Deed of Trust to be his act. And at the same time also appeared John Gorman and made oath in due form of law that the consideration set forth in the foregoing Deed of Trust is true and bona fide as therein set forth.

H. H. Hobrock, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 44, page 175, 1/25/1875.

At the request of F. Mertens this Mortgage was recorded January 25th 1875.

This Indenture made this twenty first day of January eighteen hundred and seventy-five between James M. Hiteshew of Allegany County, State of Maryland, party of the first part, and Frederick Mertens of Allegany County, State of Maryland, party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part, the Canal Boats called "J. C. Stubblefield" and "Belle Resley" and four mules and harness and rig (1 gray mare mule, 1 bay mare mule, 2 black horse mules), at and for the sum of two thousand and seven 09/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: thirty five dollars for each and every trip said boat "J. C. Stubblefield," and forty dollars for each and every trip made by said boat "Belle Resley" from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire purchase money with interest is fully paid, crediting the respective payments thereon as of the time said payments shall have been made.

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

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and his assigns, the regular, prompt and due performance of the covenants aforesaid; the said party of the first part is willing to execute these presents.

Now this Indenture **Witnesseth**, that the said party of the first part, for and in consideration of the premises, hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns, the Canal Boats called "J. C. Stubblefield"

A COMPILATION OF C. & O. CANAL MULE DATA

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

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

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

Teste: Andrew Gonder.

J. M. Hiteshew {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty first day of January 1875, before the subscriber, personally appeared James M. Hiteshew 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 first day of January 1875 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 44, page 479, 3/22/1875.

At the request of F. Mertens this Mortgage was recorded March 22nd 1875.

This Mortgage made on this fifteenth day of March in the year eighteen hundred and seventy-five by me Patrick Kean of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of fifteen hundred & twelve 11/100 dollars, now due from me the said Patrick Kean to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Patrick Kean do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called the "Four Sisters" and eleven mules (two brown mare mules, two dun mare mules, 1 black mare mule, one bay mare mule, one sorrel horse mule, one speckled horse mule and three bay horse mules) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Four Sisters" including cooking stove and furniture in said Boat. Provided that if I the said Patrick Kean shall pay to the said Frederick Mertens or his assigns the said sum of fifteen hundred & twelve 11/100 dollars, with the interest thereon from the date hereof in installments of thirty dollars each for all the trips made by said Canal Boat called "Four Sisters" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of fifteen hundred & twelve 11/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of August in the year eighteen hundred and seventy-five, then this Mortgage shall be void. And I, the said Patrick Kean, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Patrick Kean, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

P. Kean {Seal}

State of Maryland, Allegany County, to wit: On this fifteenth day of March in the year of our Lord, eighteen hundred and seventy-five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Patrick Kean and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

I hereby release the foregoing Mortgage. Witness my hand & seal this 22nd day of July, 1878.

Frederick Mertens

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 44, page 495, 3/27/1875.

At the request of F. Mertens this Mortgage was recorded March 27th 1875.

This Mortgage made on this twenty sixth day of March in the year eighteen hundred and seventy-five by me Martin Smith and E. K. Smith of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred and twenty-five dollars, now due from me the said Martin Smith and E. K. Smith to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Martin Smith and E. K. Smith do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "W. H. Ash" and one brown mule. Provided that if I the said Martin Smith and E. K. Smith shall pay to the said Frederick Mertens or his assigns the said sum of three hundred and twenty five dollars, with the interest thereon from the date hereof in installments of thirty five dollars each for all the trips made by said Canal Boat called "W. H. Ash" on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of three hundred and twenty five dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of August in the year eighteen hundred and seventy-five, then this Mortgage shall be void. And I, the said Martin Smith and E. K. Smith, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them. and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Martin Smith and E. K. Smith, or my assigns.

In witness whereof we have subscribed our names and affixed our seals.

Teste: Andrew Gonder

Martin Smith {Seal}

Katie Smith {Seal}

State of Maryland, Allegany County, to wit: On this twenty sixth day of March in the year of our Lord, eighteen hundred and seventy-five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Martin and E. K. Smith and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 45, page 68, 4/12/1875.

At the request of F. Mertens this Mortgage was recorded April 12th 1875.

This Mortgage made on this twelfth day of April in the year eighteen hundred and seventy-five by me J. M. Hiteshew of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred dollars, now due from me the said J. M. Hiteshew to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said J. M. Hiteshew do hereby bargain and sell to the said Frederick Mertens, the following property: one large black horse mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Belle Resley" including cooking stove and furniture on said boat.

Provided that if I the said J. M. Hiteshew shall pay to the said Frederick Mertens or his assigns the said sum of two hundred dollars, with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat called "Belle Resley" or any other canal boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-five, then this Mortgage shall be void. And I, the said J. M. Hiteshew, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them. and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said J. M. Hiteshew, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder

J. M. Hiteshew {Seal}

State of Maryland, Allegany County, to wit: On this twelfth day of April in the year of our Lord, eighteen hundred and seventy-five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, J. M. Hiteshew and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 44, page 392, 4/24/1875.

At the request of F. Mertens this Mortgage was recorded April 24th 1875.

This Mortgage made on this twenty second day of April in the year eighteen hundred and seventy-five by me C. M. Atwell of Frederick County in the State of Maryland. Witnesseth, that for and in consideration of the sum of six hundred and fifty three 33/100 dollars, now due from me the said C. M. Atwell to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said C. M. Atwell do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "Martin O'Conner" and four mules (one sorrel horse mule, one bay mare mule, and two black mare mules) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Martin O'Conner" including cooking stove and furniture in said Boat. Provided that if I the said C. M. Atwell shall pay to the said Frederick Mertens or his assigns the said sum of six hundred and fifty-three 33/100 dollars, with the interest thereon from the date hereof in installments of forty-five dollars each for all the trips made by said Canal Boat called "Martin O'Conner" from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of six hundred and fifty-three 33/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-five, then this Mortgage shall be void. And I, the said C. M. Atwell, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said boat & mules, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said C. M. Atwell, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

C. M. Atwell {Seal}

State of Maryland, Allegany County, to wit: On this twenty second day of April in the year of our Lord, eighteen hundred and seventy-five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, C. M. Atwell and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 45, page 79, 4/24/1875.

At the request of Frederick Mertens this Mortgage was recorded April 24th 1875.

This Mortgage made on this twentieth day of April in the year eighteen hundred and seventy-five by me Franklin Sanbower of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred & thirty dollars, now due from me the said Franklin Sanbower to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Franklin Sanbower do hereby bargain and sell to the said Frederick Mertens, the following property: one dark bay horse mule and one light bay mare mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Lillie & May" including cooking stove and furniture on said boat. Provided that if I the said Franklin Sanbower shall pay to the said Frederick Mertens or his assigns the said sum of three hundred and thirty dollars, with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "Lillie & May" or any other canal boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of three hundred & thirty dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of August in the year eighteen hundred and seventy-six, then this Mortgage shall be void. And I, the said Franklin Sanbower, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them. and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Franklin Sanbower, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan.

Franklin Sanbower {Seal}

State of Maryland, Allegany County, to wit: On this twentieth day of April in the year of our Lord, eighteen hundred and seventy-five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Franklin Sanbower and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 45 page 80, 4/24/1875.

At the request of F. Mertens this Mortgage was recorded April 24th 1875.

This Indenture made this twentieth day of April eighteen hundred and seventy-five between Frank Knott of Allegany County, State of Maryland, party of the first part, and Frederick Mertens of Allegany County, State of Maryland, party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part, the Canal Boat called "Albert Zeigler" & four mules (one black horse mule, one bay horse mule, one sorrel horse mule and one bay mare mule) at and for the sum of eleven hundred & thirty five 35/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of purchase money with interest is fully paid, crediting the respective payments thereon as of the time said payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City; in regular trips, both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer, or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. Provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip – if such want of readiness to load the boat is caused by any default on the part of the said company, or its agents; but in case of a glut of boats, or in case such defaults, either in loading or unloading, happens from any other cause than a personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and his assigns, the regular, prompt and due performance of the covenants aforesaid; the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises, hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns, the Canal Boat called "Albert Zeigler" to have and to hold the same unto the said party of the second part and his assigns forever.

A COMPILATION OF C. & O. CANAL MULE DATA

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

And this instrument further Witnesseth, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said party of the first part to freight for the company or person designated by the said party of the second part, or his authorized agents, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission, as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said party of the first part, then and in either event, the said party of the second part, or his assigns, or any duly authorized agent, is hereby authorized to take immediate possession of said boat and 4 mules and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder, for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said party of the second part, or his assigns, of said purchase money and interest, and if there be any overplus, the said party or his assigns are to pay the same to the said party of the first part.

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

Teste: H. J. Flanagan.

Frank Knott {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of April 1875, before the subscriber, personally appeared Frank Knott and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 20th day of April 1875 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 45, page 161, 6/15/1875.

At the request of F. Mertens this Mortgage was recorded June 15th 1875.

This Mortgage made on this fourteenth day of June in the year eighteen hundred and seventy-five by me Joseph Kirtley of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of five hundred and seventy eight 68/100 dollars, now due from me the said Joseph Kirtley to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Joseph Kirtley do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called the "H. B. Simonds," and mule, (one bay horse mule) and the harness that are now used with said mule, and also the boat rig now on the Canal Boat "H. B. Simonds" including cooking stove and furniture on said boat.

Provided that if I the said Joseph Kirtley shall pay to the said Frederick Mertens or his assigns the said sum of five hundred and seventy eight 68/100 dollars, with the interest thereon from the date hereof in installments of thirty-five dollars each for all the trips made by said Canal Boat called "H. B. Simonds" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of five hundred and seventy eight 68/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-five, then this mortgage shall be void. And I, the said Joseph Kirtley, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and mule and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Joseph Kirtley, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Joseph Kirtley {Seal}

State of Maryland, Allegany County, to wit: On this fourteenth day of June in the year of our Lord, eighteen hundred and seventy-five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Joseph Kirtley and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 46, page 31, 8/4/1875.

At the request of F. Mertens this Mortgage was recorded August 4th 1875.

This Mortgage made on this twenty fourth day of July in the year eighteen hundred and seventy-five by me Franklin Sanbower of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred dollars, now due from me the said Franklin Sanbower to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Franklin Sanbower do hereby bargain and sell to the said Frederick Mertens, the following property: one dark brown horse mule and the harness that are now used with said mule, and also the boat rig now on the Canal Boat "Lillie & May" including cooking stove and furniture on said boat.

Provided that if I the said Franklin Sanbower shall pay to the said Frederick Mertens or his assigns the said sum of two hundred dollars, with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat called "Lillie & May" or any other Canal Boat on which said mule may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy-six, then this mortgage shall be void. And I, the said Franklin Sanbower, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mule and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Franklin Sanbower, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Franklin Sanbower {Seal}

State of Maryland, Allegany County, to wit: On this twenty-fourth day of July in the year of our Lord, eighteen hundred and seventy-five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Franklin Sanbower and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 45, page 338, 9/9/1875.

At the request of F. Mertens this Mortgage was recorded Sept. 9th 1875.

This Mortgage made on this eighth day of September in the year eighteen hundred and seventy-five by me Franklin Sanbower of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred and twenty-seven 10/100 dollars, now due from me the said Franklin Sanbower to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Franklin Sanbower do hereby bargain and sell to the said Frederick Mertens, the following property: one sorrel horse mule, and two black horse mules, and the harness that are now used with said mule, and also the boat rig now on the Canal Boat "Lillie & May" including cooking stove and furniture on said boat.

Provided that if I the said Franklin Sanbower shall pay to the said Frederick Mertens or his assigns the said sum of three hundred & twenty-seven 10/100 dollars, with the interest thereon from the date hereof in installments of twenty-five dollars each for all the trips made by said Canal Boat called "Lillie & May" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of three hundred & twenty-seven 10/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-six, then this Mortgage shall be void. And I, the said Franklin Sanbower, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Franklin Sanbower, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Franklin Sanbower {Seal}

State of Maryland, Allegany County, to wit: On this eighth day of September in the year of our Lord, eighteen hundred and seventy-five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Franklin Sanbower and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

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Allegany County Courthouse, Cumberland, Md., Deed Book 46 page 102, 10/7/1875.

At the request of F. Mertens this Mortgage was recorded October 7th 1875.

This Indenture made this fourth day of October eighteen hundred and seventy-five between Franklin Sanbower of Allegany County, State of Maryland, party of the first part, and Frederick Mertens of Allegany County, State of Maryland, party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part, the Canal Boat called "Lillie & May" and five mules (one sorrel mare mule, two black horse mules, one brown horse mule and one gray mare mule) at and for the sum of nineteen hundred and eighty five dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: sixty five dollars for each and every trip made by said boat and mules, from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of purchase money with interest is fully paid, crediting the respective payments thereon as of the time said payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat and mules exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City; in regular trips, both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer, or set over, or otherwise by any act or deed permit the said boat and mules to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. Provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip – if such want of readiness to load the boat is caused by any default on the part of the said company, or its agents; but in case of a glut of boats, or in case such defaults, either in loading or unloading, happens from any other cause than a personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

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

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second part and his assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay unto the said party of the second part, or his assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained, shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further Witnesseth, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said party of the first part to freight for the company or person designated by the said party of the second part, or his authorized agents, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission, as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said party of the first part, then and in either event, the said party of the second part, or his assigns, or any duly authorized agent, is hereby authorized to take immediate possession of said boat and mules, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder, for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said party of the second part, or his assigns, of said purchase money and interest, and if there be any overplus, the said party or his assigns are to pay the same to the said party of the first part.

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

Teste: H. J. Flanagan.

Franklin Sanbower {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 4th day of October 1875, before the subscriber, personally appeared Franklin Sanbower and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 4th day of October 1875 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

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Allegany County Courthouse, Cumberland, Md., Deed Book 46 page 138, 10/23/1875.

At the request of Frederick Mertens this Mortgage was recorded October 23rd 1875.

This Indenture made this twenty third day of October eighteen hundred and seventy-five between Henry Teeters of Allegany County, State of Maryland, party of the first part, and Frederick Mertens of Allegany County, State of Maryland, party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part, the Canal Boat called "Belle Resley" and four mules (two black horse mules, one dark sorrel mare mule and one dark sorrel horse mule) & harness and rig, at and for the sum of eighteen hundred and ten dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for each and every trip made by said boat and mules from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of purchase money with interest is fully paid, crediting the respective payments thereon as of the time said payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat & mules exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City; in regular trips, both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer, or set over, or otherwise by any act or deed permit the said boat and mules to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. Provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip – if such want of readiness to load the boat is caused by any default on the part of the said company, or its agents; but in case of a glut of boats, or in case such defaults, either in loading or unloading, happens from any other cause than a personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

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

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second part and his assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay unto the said party of the second part, or his assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained, shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further Witnesseth, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said party of the first part to freight for the company or person designated by the said party of the second part, or his authorized agents, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission, as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said party of the first part, then and in either event, the said party of the second part, or his assigns, or any duly authorized agent, is hereby authorized to take immediate possession of said boat and mules, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder, for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said party of the second part, or his assigns, of said purchase money and interest, and if there be any overplus, the said party or his assigns are to pay the same to the said party of the first part.

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

Teste: H. J. Flanagan.

his
Henry X Teeters {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 23rd day of October 1875, before the subscriber, personally appeared Henry Teeters and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 23rd day of October 1875 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

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Allegany County Courthouse, Cumberland, MD, Deed Book 46, p 494, 1/4/1876.

At the request of S. A. Cox, Trustee, this deed was recorded Jan. 4, 1876.

This Deed made this 4th day of January in the year of our Lord eighteen hundred and seventy six by Joseph Magruder. Witnesseth, that whereas Bridget Magruder, wife of said Joseph Magruder, is largely indebted unto William Walsh and Thomas J. McKaig for rent accruing and in arrears and whereas the said Walsh & McKaig desire and have demanded immediate payment thereof and whereas the said Bridget Magruder is utterly unable to pay the said debt at present and any proceedings to collect the same, would very seriously embarrass and inconvenience her, at this time, and the said Walsh & McKaig appreciating this have agreed in consideration thereof and that the said Joseph Magruder and Bridget Magruder shall execute and deliver to them their joint note for seven hundred and ninety nine dollars and thirty cents payable to their order on or before the 26th day of February eighteen hundred and seventy seven and the further consideration that the said Joseph Magruder shall secure said note by a deed of trust upon certain personal property belonging to him; that they the said Walsh & McKaig will institute no proceedings for the collection of said rent until the maturity of said note and whereas the said William Walsh is security for said Joseph Magruder upon certain commercial paper to the amount of about sixty six dollars and ____ cents and the said Joseph Magruder is also indebted unto S. A. Cox for fees in various cases in the sum of forty dollars, and said Magruder is desirous to secure and save harmless the said Walsh from any liability he may incur as security as aforesaid and secure the ultimate payment of the sum so as aforesaid due to the said S. A. Cox and to this end has agreed to assign the property hereinafter mentioned unto S. A. Cox of Allegany County, State of Maryland, in trust for the payment of the aforesaid notes and indebtedness. Now therefore in consideration of the above recited premises the said Joseph Magruder doth grant unto the said S. A. Cox the following property, to wit: one Canal Boat "Col. J. D. Tice" with all the furniture, improvements, apparatus, &c. belonging to the same, also one gray horse Mule, one black mare Mule, one mouse colored mare Mule and one black horse Mule and ten sets of boat harness which said property is situated in Allegany County, State of Maryland, to have and to hold the said above described property in trust to sell and dispose of the same at public or private sale and upon such terms and notice as he may deem most expedient and beneficial to all parties in interest in case the said party of the first part or the said Bridget Magruder shall fail to pay the said indebtedness to Walsh & McKaig in or before the 28th day of February 1877 and in case the said party of the first part shall fail to pay Joseph H. Fayer, or his assigns, the said paper or note on which said Walsh is security on or before the first day of April 1876 or in case he fails to pay the said S. A. Cox the said sum to as aforesaid due him in or before the first day of July 1876 and in case he shall sell or for any one or other the aforesaid cause he shall then sell at the same time to satisfy all of such several debts and claims which shall in such case become due for that purpose making a rebate of interest pro rate for the time, payment would be interrupted and shall apply the proceeds arising from said sale as follows: first to the payment of all costs and charges he may incur in the execution of said trust, second in payment and satisfaction of the several debts hereinbefore recited *pari passu* and without any preference or priority of payment and also a commission of six percent to said trustee and after all such debts and expenses are satisfied, the surplus if any to the said Joseph Magruder and it is further agreed that he the said S. A. Cox shall not be in any manner responsible for any accident, loss or deterioration of said property or for anything except the money that shall come into his hands or willful and gross neglect. And the

A COMPILATION OF C. & O. CANAL MULE DATA

said Joseph Magruder further covenants and agrees to insure said Boat at once in some good insurance office for such sums as the rules of said office allow and to assign the said policy to the trustee for the further security of the parties within named. Witness the hand and seal of the party of the first part and the signatures of the said S. A. Cox, Trustee, and the said Walsh and McKaig.

Teste:

D. Blocker

his

Joseph X Magruder {Seal}

mark

S. A. Cox, Trustee {Seal}

William Walsh {Seal}

Thomas J. McKaig {Seal}

State of Maryland, Allegany County, to wit: On this 4th day of January in the year 1876, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Joseph Magruder and did acknowledge the foregoing deed to be his act and deed and at the same time appeared S. A. Cox, Trustee, within named and for himself and as the agent for said Walsh and McKaig and made oath that the consideration in the within named Deed of Trust is true and bona fide as therein set forth and also made oath that he had authority as such agent from said Walsh and McKaig to make such oath.

D. Blocker, J.P.

All interlineations in this mortgage made before acknowledging the same.

D. Blocker, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 46, p. 523, 4/7/1876.

At the request of John Gorman, this Deed of Trust was recorded April 7th 1876.

This Mortgage made this eighth day of March in the year eighteen hundred and seventy six by A. M. Brandt of Allegany County, State of Maryland. Witnesseth, that for and in consideration of the sum of six hundred and fifty dollars for which a note has been given payable thirty days after date at Queen City Savings Bank of Cumberland, Md., which if paid at maturity then these presents to be null and void and if not paid at maturity these presents to remain in full force of law. I, the said A. M. Brandt do grant unto John Gorman of said County and State all the following property, viz: one Canal Boat called "Capt. John R. Masters," three mules, four sets of harness and two fall boards, all of said property being now on the Chesapeake and Ohio Canal. In case of default of the payment aforesaid note at maturity then the said John Gorman may seize said property and sell the same to [the] highest bidder for cash after giving ten days notice of said sale by handbills or otherwise, the proceeds of said sale to be applied to the payment of said note. Witness my hand and seal this eighth day of March eighteen hundred and seventy six.

Test: D. Blocher

A. M. Brandt {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eighth day of March 1876 before me the subscriber a Justice of the Peace in and for the County and State aforesaid personally appeared A. M. Brandt and did acknowledge this mortgage to be his act and deed for the purpose herein set forth and at the same time appeared John Gorman and made affidavit that the consideration made in said mortgage is true and bona fide as therein set forth.

D. Blocher, J.P.

I hereby release the foregoing Mortgage. Witness my hand and seal this eleventh day of August A.D. 1877.

Witness: Theo. Lunen, Clerk

his

John X Gorman
mark

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 225, 5/30/1876.

At the request of Frederick Mertens this Mortgage was recorded May 30th 1876.

This Mortgage made on this twenty ninth day of May in the year eighteen hundred and seventy-six by me Albert Beall of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of four hundred and eighty seven 72/100 dollars, now due from me the said Albert Beall to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Albert Beall do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "Viola H. Weir" and four mules, (one sorrel horse mule, and three brown mare mules) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "V. H. Weir," including cooking stove and furniture on said boat. Provided that if I the said Albert Beall shall pay to the said Frederick Mertens or his assigns the said sum of four hundred and eighty seven 72/100 dollars, with the interest thereon from the date hereof in installments of fifty dollars each for all the trips made by said Canal Boat called "V. H. Weir" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of four hundred eighty seven 72/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-seven, then this mortgage shall be void. And I, the said Albert Beall, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said boat and mules, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Albert Beall, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

his
Albert X Beall {Seal}
mark

State of Maryland, Allegany County, to wit: On this twenty-ninth day of May in the year of our Lord, eighteen hundred and seventy-six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Albert Beall and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 386, 7/7/1876.

At the request of Frederick Mertens this Mortgage was recorded July 7th 1876.

This Mortgage made on this seventh day of July in the year eighteen hundred and seventy-six by me Franklin Sanbower of Loudoun County in the State of West Virginia. Witnesseth, that for and in consideration of the sum of two hundred and ten 46/100 dollars, now due from me the said Franklin Sanbower to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Franklin Sanbower do hereby bargain and sell to the said Frederick Mertens, the following property: one dark brown mare mule called Collie, and one sorrel mare mule called Jennie and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Lillie & May," including cooking stove and furniture on said boat. Provided that if I the said Franklin Sanbower shall pay to the said Frederick Mertens or his assigns the said sum of two hundred and ten 46/100 dollars, with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boat called "Lillie & May" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred and ten 46/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of January in the year eighteen hundred and seventy-seven, then this mortgage shall be void. And I, the said Franklin Sanbower, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Franklin Sanbower, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Franklin Sanbower {Seal}

State of Maryland, Allegany County, to wit: On this seventh day of July in the year of our Lord, eighteen hundred and seventy-six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Franklin Sanbower and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 446, 8/5/1876.

At the request of F. Mertens this Mortgage was recorded August 5th 1876.

This Mortgage made on this first day of August in the year eighteen hundred and seventy-six by me W. H. McDonald of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of one hundred and sixty six 90/100 dollars, now due from me the said W. H. McDonald to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said W. H. McDonald do hereby bargain and sell to the said Frederick Mertens, the following property: one dun horse mule, one black mare mule, one sorrel mare mule, one bay horse mule and one dark bay horse mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "M. E. Spier," including cooking stove and furniture on said boat. Provided that if I the said W. H. McDonald shall pay to the said Frederick Mertens or his assigns the said sum of one hundred and sixty six 90/100 dollars, with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boat on which said mules work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of one hundred and sixty six 90/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy-seven, then this mortgage shall be void. And I, the said W. H. McDonald, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said W. H. McDonald, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

Wm. H. McDonald {Seal}

State of Maryland, Allegany County, to wit: On this 1st day of August in the year of our Lord, eighteen hundred and seventy-six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, W. H. McDonald and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 47, p 455, 8/18/1876.

At the request of A. L. Miller this Mortgage was recorded August 18th, 1876, @ 12:20 p.m.

I Laura I. Lewis of Washington County, State of Maryland, being now indebted to A. L. Miller of Allegany County and State of Maryland, in the sum of five hundred and twenty five 28/100 dollars, in consideration thereof, I do hereby bargain and sell to the said A. L. Miller the following property, to wit: all my right, title and interest in the canal boat called "C. Slack," one brown mare mule and one bay horse mule. Witness my hand and seal this 7th day of August in the year 1876.

Teste: Andrew Gonder

Laura I. Lewis {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7th day of August in the year of our Lord 1876, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Laura I. Lewis and acknowledged the foregoing Bill of Sale to be her act. And at the same time also appeared before me A. L. Miller and made oath in due form of law that the consideration set forth in the said foregoing Bill of Sale is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 546, 9/5/1876.

At the request of F. Mertens this Mortgage was recorded Sept. 5th 1876.

This Mortgage made on this thirtieth day of August in the year eighteen hundred and seventy-six by me T. M. French of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of five hundred and thirty nine 23/100 dollars, now due from me the said T. M. French to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said T. M. French do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "John W. Dailey" four mules and one bay horse (one black horse mule, one black mare mule, and two dun mare mules and one bay horse) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "J. W. Dailey," including cooking stove and furniture on said boat. Provided that if I the said T. M. French shall pay to the said Frederick Mertens or his assigns the said sum of five hundred and thirty nine 23/100 dollars, with the interest thereon from the date hereof in installments of twenty five dollars each for all the trips made by said Canal Boat called "J. W. Dailey" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of five hundred and thirty nine 23/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-seven, then this mortgage shall be void. And I, the said T. M. French, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, Boat and one bay horse, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said T. M. French, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

T. M. French {Seal}

State of Maryland, Allegany County, to wit: On this thirtieth day of August in the year of our Lord, eighteen hundred and seventy-six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, T. M. French and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 580, 9/7/1876.

At the request of F. Mertens this Mortgage was recorded Sept. 7th 1876.

This Mortgage made on this sixth day of September in the year eighteen hundred and seventy-six by me Henry Teeters of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of one hundred and 56/100 dollars, now due from me the said Henry Teeters to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Henry Teeters do hereby bargain and sell to the said Frederick Mertens, the following property: one black horse mule now on the Canal Boat "Belle Resley." Provided that if I the said Henry Teeters shall pay to the said Frederick Mertens or his assigns the said sum of one hundred and 56/100 dollars, with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat called "Belle Resley" or any other Canal Boat on which said Mule may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of one hundred and 56/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy-seven, then this mortgage shall be void. And I, the said Henry Teeters, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mule, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Henry Teeters, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

his
Henry X Teeters {Seal}
mark

State of Maryland, Allegany County, to wit: On this sixth day of September in the year of our Lord, eighteen hundred and seventy-six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Henry Teeters and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 609, 10/2/1876.

At the request of F. Mertens this Mortgage was recorded October 2nd 1876.

This Mortgage made on this 25th day of September in the year eighteen hundred and seventy-six by me Jeremiah Dick of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred and fifty two 33/100 dollars, now due from me the said Jeremiah Dick to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Jeremiah Dick do hereby bargain and sell to the said Frederick Mertens, the following property: one spring wagon and ten mules (one gray horse mule, one sorrel mare mule, one large black horse mule, two small dark bay mare mules and five dark bay horse mules) and the harness that are now used with said mules, and also the boat rig now on the Canal Boats "John Reeves" and "Dennis Murphy" including cooking stove and furniture on said boats. Provided that if I the said Jeremiah Dick shall pay to the said Frederick Mertens or his assigns the said sum of two hundred and fifty two 33/100 dollars, with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boats called "John Reeves" and "Dennis F. Murphy" or any other Canal Boats on which said mules work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred and fifty two 33/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy-seven, then this mortgage shall be void. And I, the said Jeremiah Dick, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules and one-horse spring wagon, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Jeremiah Dick, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

J. Dick {Seal}

State of Maryland, Allegany County, to wit: On this twenty fifth day of September in the year of our Lord, eighteen hundred and seventy-six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Jeremiah Dick and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 614, 10/4/1876.

At the request of F. Mertens this Mortgage was recorded October 4th 1876, at 2 P.M.

This Mortgage made on this third day of October in the year eighteen hundred and seventy-six by me Simon Weston of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred and sixty eight 30/100 dollars, now due from me the said Simon Westin to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Simon Westin do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "G. H. Bradt" and four mules (two light bay mare mules, and two black bay horse) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "G. H. Bradt," including cooking stove and furniture on said boat. Provided that if I the said Simon Weston shall pay to the said Frederick Mertens or his assigns the said sum of two hundred and sixty eight 30/100 dollars, with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boat called "G. H. Bradt" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred and sixty eight 30/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy-seven, then this mortgage shall be void. And I, the said Simon Westin, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules and boat and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Simon Westin, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

his
Simon X Westin {Seal}
mark

State of Maryland, Allegany County, to wit: On this 3rd day of October in the year of our Lord, eighteen hundred and seventy-six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Simon Westin and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 662, 11/6/1876.

At the request of F. Mertens this Mortgage was recorded November 11th 1876, at 1:30 P.M.

This Mortgage made on this 6th day of November in the year eighteen hundred and seventy-six by me John Cahill of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of one hundred and twenty 45/100 dollars, now due from me the said John Cahill to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said John Cahill do hereby bargain and sell to the said Frederick Mertens, the following property: two gray horse mules, one bay mare mule and one black mare mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Edward Mulvaney," including cooking stove and furniture on said boat. Provided that if I the said John Cahill shall pay to the said Frederick Mertens or his assigns the said sum of one hundred and twenty 45/100 dollars, with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat called "Edward Mulvaney" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of one hundred and twenty 45/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy-seven, then this mortgage shall be void. And I, the said John Cahill, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules or any of them and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said John Cahill, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder

John Cahill {Seal}

State of Maryland, Allegany County, to wit: On this sixth day of November in the year of our Lord, eighteen hundred and seventy-six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, John Cahill and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 48, page 132, 11/28/1876.

At the request of Frederick Mertens this Mortgage was recorded November 28th 1876, at 2:25 o'clock P.M.

This Mortgage made on this 22nd day of November in the year eighteen hundred and seventy-six by me Henry Teeters of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of ten hundred and sixty five and 93/100 dollars, now due from me the said Henry Teeters to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Henry Teeters do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "Belle Resley" and five mules (two black horse mules, one mouse colored horse mule, one light colored mare mule, and one light colored horse mule) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Belle Resley," including cooking stove and furniture on said boat. Provided that if I the said Henry Teeters shall pay to the said Frederick Mertens or his assigns the said sum of ten hundred sixty five and 93/100 dollars, with the interest thereon from the date hereof in installments of fifty five dollars each for all the trips made by said Canal Boat called "Belle Resley" and five mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of ten hundred sixty five and 93/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy-eight, then this mortgage shall be void. And I, the said Henry Teeters do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules and boat and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Henry Teeters, or my assigns.

In witness whereof I have subscribed my name and affixed my seal. his

Teste: H. J. Flanagan

Henry X Teeters {Seal}
mark

State of Maryland, Allegany County, to wit: On this twenty second day of November in the year of our Lord, eighteen hundred and seventy-six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Henry Teeters and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 48, page 354, 4/30/1877.

At the request of Frederick Mertens this Mortgage was recorded April 30th 1877, at 12:58 P.M.

This Mortgage made on this 28th day of April in the year eighteen hundred and seventy-seven by me Jeremiah Dick of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of six hundred sixty three and 85/100 dollars, now due from me the said Jeremiah Dick to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Jeremiah Dick do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "Dennis Murphy" one spring wagon and nine mules (one sorrel mare mule, one gray horse mule, three black horse mules, two dark bay mare mules and two light bay horse mule) and the harness that are now used with said mules, and also the boat rig now on the Canal Boats "Dennis Murphy" and "A. Lincoln" including cooking stoves and furniture on said Boats. Provided that if I the said Jeremiah Dick shall pay to the said Frederick Mertens or his assigns the said sum of six hundred and sixty three and 85/100 dollars, with the interest thereon from the date hereof in installments of thirty five dollars each for all the trips made by said Canal Boat called "Dennis Murphy" or any other Canal Boats on which said Mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of six hundred sixty three and 85/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of April in the year eighteen hundred and seventy-eight, then this mortgage shall be void. And I, the said Jeremiah Dick do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Jeremiah Dick, or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Jeremiah Dick {Seal}

State of Maryland, Allegany County, to wit: On this twenty eighth day of April in the year of our Lord, eighteen hundred and seventy-seven, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Jeremiah Dick and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 48, p 571, 5/16/1877.

At the request of William Young this Mortgage was recorded May 16th 1877 at 8:25 A.M.

I Frank H. Brookman, Jr. of Allegany County, Maryland, being now indebted unto William Young of Allegany County, Maryland, in the sum of nine hundred and fifty dollars, with interest from the date hereof, in consideration thereof do hereby bargain and sell to the said William Young the following property, to wit: the Canal Boat called "Alexander Kratz" & also one bay mare mule about seven years old; one black mare mule about twelve years old; one roan horse mule about six years old; one mouse colored horse mare mule about seven years old; five sets of harness and all the rigging and furniture now in and upon said Canal Boat. Provided, that if the said Frank H. Brookman, Jr. shall pay to the said William Young the sum of nine hundred and fifty dollars with interest thereon from the date hereof on or before the 14th day of May in the year eighteen hundred and seventy nine, then these presents shall be void.

Witness my hand and seal, this 15th day of May, in the year eighteen hundred and seventy seven.

Attest: J. B. Widener

Frank H. Brookman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 15th day of May in the year eighteen hundred and seventy seven, before me the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared Frank H. Brookman, Jr. and acknowledged the foregoing mortgage to be his act, and at the same time, before me, also personally appeared William Young and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

I hereby release my lien on one bay mare mule and one bay horse mule, mentioned in the foregoing mortgage. Witness my hand and seal this 29th day of May 1877.

Teste: P. Rowland

William Young {Seal}

I hereby release the foregoing mortgage. Witness my hand and seal this 27th day of November 1896.

Teste: Theo. Truman, Clerk

William Young {Seal}

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 48, p. 575, 5/18/1877.

At the request of James E. Keech, this Bill of Sale was recorded May 18th 1877 at 9:20 A.M.

I, Anna E. McQuade of Allegany County, State of Maryland, being now indebted to James Edward Keech of Allegany County and State of Maryland, in the sum of four hundred dollars, in consideration thereof, I do hereby bargain and sell to the said James Edward Keech the following property, to wit: on Canal Boat called "A. L. Miller" and five head on mules and 5 sets mule harness, and boat rig, on said Canal Boat. Witness my hand and seal this 17th day of May in the year 1877.

Test: Andrew Gonder

Anna E. McQuade {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of May in the year of our Lord 1877 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Anna E. McQuade and acknowledged the foregoing mortgage Bill of Sale to be her act, and at the same time also appeared before me James Edward Keech and made oath in due form of law, that the consideration set forth in the said foregoing Bill of Sale is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 48, page 612, 6/25/1877.

At the request of Frederick Mertens this Mortgage was recorded June 25th 1877, at 1:30 P.M.

This Mortgage made on this 19th day of June in the year eighteen hundred and seventy-seven by us James Riley and Annie M. Riley of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred and fifty dollars, now due from us the said James Riley and Annie M. Riley to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, we the said James Riley and Annie M. Riley, do hereby bargain and sell to the said Frederick Mertens, the following property: four mules (three black mare mules and one black horse mule) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "W. E. Turner" including cooking stoves and furniture on said Boat. Provided that if we the said James Riley and Annie M. Riley shall pay to the said Frederick Mertens or his assigns the said sum of two hundred and fifty dollars, with the interest thereon from the date hereof in installments of thirty dollars each for all the trips made by said Canal Boat called "W. E. Turner" or any other Canal Boat on which said Mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred & fifty dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the 1st day of June in the year eighteen hundred and seventy-eight, then this mortgage shall be void. And we, the said James Riley and Annie M. Riley do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to us, the said James Riley and Annie M. Riley, or our assigns.

In witness whereof we have subscribed my names and affixed my seals.

Teste: Andrew Gonder

James Riley {Seal}

her

Annie M. X Riley {Seal}

mark

State of Maryland, Allegany County, to wit: On this 19th day of June in the year of our Lord, eighteen hundred and seventy-seven, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, James Riley and Annie M. Riley and acknowledged the foregoing Mortgage to be their act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 48, page 714, 8/16/1877.

At the request of Frederick Mertens this Mortgage was recorded Aug 16th 1877, at 1:25 P.M.

This Mortgage made on this 13th day of August in the year eighteen hundred and seventy-seven by me Nelson A. Long of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of one thousand dollars now due from me the said Nelson A. Long to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Nelson A. Long, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat named "D. R. Long" and three bay mules, two horse and one a mare mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "D. R. Long" including cooking stoves and furniture on said Boat. Provided that if I the said Nelson A. Long shall pay to the said Frederick Mertens or his assigns the said sum of one thousand dollars with the interest thereon from the date hereof on or before the 1st day of December in the year eighteen hundred and seventy-seven, then this mortgage shall be void. And I, the said Nelson A. Long do hereby covenant and agree, that if, in default of the payment of the said sum of money, he the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Nelson A. Long, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Otho Oliver, J.P.

Nelson A. Long {Seal}

State of Maryland, Washington County, to wit: On this thirteenth day of August in the year of our Lord, eighteen hundred and seventy-seven, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Washington County, Nelson A. Long and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Otho Oliver, J. P.

State of Maryland, Washington County, to wit: I George B. Oswald, Clerk of the Circuit Court for Washington County, do hereby certify that Otho Oliver Esquire before whom the above and annexed acknowledgement and affidavit were made and who hath thereunto subscribed his name, was, at the time of so doing, one of the Justices of the Peace of the State of Maryland in and for said County, duly appointed, commissioned and sworn and that his signature is genuine.

In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Washington County aforesaid at Hagerstown, this 13th day of August A.D. 1877.

George B. Oswald, Clerk

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 48, page 715, 8/16/1877.

At the request of Frederick Mertens this Mortgage was recorded Aug 16th 1877, at 1:25 P.M.

This Mortgage made on this 13th day of August in the year eighteen hundred and seventy-seven by me Nelson Beverly Brooks of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of one thousand dollars now due from me the said Beverly Brooks to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Beverly Brooks, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat named "John Hammond" and four mules, to wit: one sorrel horse mule one bay horse mule, two black mules, one of them a horse and the other a mare mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "John Hammond" including cooking stove and furniture on said Boat. Provided that if I the said Beverly Brooks shall pay to the said Frederick Mertens or his assigns the said sum of one thousand dollars with the interest thereon from the date hereof on or before the first day of December in the year eighteen hundred and seventy-seven, then this mortgage shall be void. And I, the said Beverly Brooks do hereby covenant and agree, that if, in default of the payment of the said sum of money, he the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Beverly Brooks, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Otho Oliver, J.P.

his

Beverly X Brooks {Seal}
mark

State of Maryland, Washington County, to wit: On this thirteenth day of August in the year of our Lord, eighteen hundred and seventy-seven, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Washington County, Beverly Brooks and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

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

Otho Oliver, J. P.

State of Maryland, Washington County, to wit: I George B. Oswald, Clerk of the Circuit Court for Washington County, do hereby certify that Otho Oliver Esquire before whom the above and annexed acknowledgement and affidavit were made and who hath thereunto subscribed his name, was, at the time of so doing, one of the Justices of the Peace of the State of Maryland in and for said County, duly appointed, commissioned and sworn and that his signature is genuine.

In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Washington County aforesaid at Hagerstown, this 13th day of August A.D. 1877.

A COMPILATION OF C. & O. CANAL MULE DATA

George B. Oswald, Clerk

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 50, p 163, 9/7/1877.

At the request of William Young this Bill of Sale was recorded Sept. 7th 1877 at 10:15 A.M.

I Michael Edenhart, of Mineral County in the State of West Virginia, in consideration of one hundred and fifty nine dollars and forty three cents, paid to me by William Young, of the City of Cumberland, Allegany County and State of Maryland, do hereby bargain and sell to the said William Young, the following property, to wit: - all my right, title and interest in and to the Canal Scow "Queen City," one black mare mule called "Beck" about eight years old; one black mare mule called "Jim" about eight years old; five sets of boat harness, one bow line; one stern line; one tow line; one bow lamp; one cooking stove; two fall boards; three beds and bedding; one table; three stools; one lot of dishes, knives and forks; and one boat awning.

Witness my hand and seal this sixth day of September in the year eighteen hundred and seventy seven.

Attest: J. Wm. Jones

Michael Edenhart {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixth day of September in the year eighteen hundred and seventy seven, before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County aforesaid, personally appeared Michael Edenhart and acknowledged the foregoing Bill of Sale to be his act and deed. And at the same time before me also personally appeared William Young and made oath in due form of law that the consideration in the foregoing Bill of Sale is true and bona fide as therein set forth.

J. Wm. Jones, J.P.

I hereby release the foregoing Bill of Sale. Witness my hand and seal this 27th day of November 1896.

Teste: Theo. Luman

Wm. Young {Seal}

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 50, p 164, 9/8/1877.

At the request of William Young this Bill of Sale was recorded Sept. 8th 1877 at 9:00, A.M.

I John Gorman of Mineral County, in the State of West Virginia, in consideration of five thousand dollars paid to me by William Young, of the City of Cumberland, Allegany County and State of Maryland, do hereby bargain and sell to the said William Young the following property, to wit: the Canal Scow "John R. Masters;" the steam Canal Boat "Arthur Lovell" together with the boiler, engine and machinery on the said steam Canal Boat; one brown horse mule about seven years old called "Joe;" one brown horse mule about four years old called "Alex;" two cooking stoves, two heating stoves; seven beds and bedding; two bow lamps; one lot of dishes, knives and forks; two fall boards; two tow lines; two bow lines; two stern lines; one black and white spotted cow and three hogs.

Witness my hand and seal this seventh day of September in the year eighteen hundred and seventy seven.

Attest: J. Wm. Jones

his
John X Gorman {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this seventh day of September in the year eighteen hundred and seventy seven, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid, personally appeared John Gorman and acknowledged the foregoing Bill of Sale to be his act and deed. And at the same time before me also personally appeared William Young and made oath in due form of law that the consideration in the foregoing Bill of Sale is true and bona fide as therein set forth.

J. Wm. Jones, J.P.

I hereby release all claim, title and interest in and to the property mentioned in the above Bill of Sale. Witness my hand and seal this 22nd day of January A.D. 1884.

Teste: Theo. Lumen, Clerk

William Young {Seal}

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 50, page 283, 10/24/1877.

At the request of Frederick Mertens this Mortgage was recorded October 23rd 1877, at 2:20 P.M.

This Mortgage made on this 3rd day of October in the year eighteen hundred and seventy-seven by me W. H. McDonald of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of four hundred & fifty three and 73/100 dollars, now due from me the said W. H. McDonald to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Wm. H. McDonald, do hereby bargain and sell to the said Frederick Mertens, the following property: (three mules and one horse) one bay horse mule, one black mare mule, one sorrel mare mule and one bay horse, and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Elbe," including cooking stove and furniture on said Boat. Provided that if I the said W. H. McDonald shall pay to the said Frederick Mertens or his assigns the said sum of four hundred, fifty three and 73/100 dollars with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boat called "Elbe," or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of four hundred, fifty three 73/100 dollars is paid, with the interest thereon; provided, said whole sum and interest be paid on or before the first day of October in the year eighteen hundred and seventy eight, then this mortgage shall be void. And I, the said Wm. H. McDonald do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Wm. H. McDonald, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocker

Wm. H. McDonald {Seal}

State of Maryland, Allegany County, to wit: On this third day of October in the year of our Lord, eighteen hundred and seventy-seven, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, W. H. McDonald and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

D. Blocker, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 49, p 366, 10/30/1877.

At the request of William Young this Bill of Sale was recorded Oct. 30th 1877 at 9:50 A.M.

I Thomas Mouse of Washington County in the State of Maryland, in consideration of three hundred and ninety eight dollars and sixty seven cents, and three dollars for the expense and costs of the writing and recording of this Bill of Sale, paid me by William Young of Allegany County and the State of Maryland do hereby bargain and sell to the said William Young the following property: one Canal Boat "Sally E. Hassett;" two bay horse mules, eight years old; two brown mare mules eight years old; four sets mule harness; and one full boat rig with line and furniture complete.

Witness my hand and seal.

Teste: D. Blocher

Thomas Mouse {Seal}

Maryland, Allegany County, to wit: On this 29th day of October 1877 personally appeared Thomas Mouse before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County and acknowledged the foregoing Bill of Sale to be his act and deed. And at the same time personally appeared William Young and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing Bill of Sale is bona fide and true as therein set forth.

D. Blocher, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 50, p 406, 12/14/1877.

At the request of William Young this Bill of Sale was recorded December 14th 1877 at 2:00, P.M.

I David Hoadley of Allegany County, and State of Maryland, in consideration of seventeen hundred eighty two dollars (\$1,782.00) paid me by William Young of Allegany County & State of Maryland, do hereby bargain and sell to the said William Young, the following property: one Canal Boat named "Laura B. Agnew;" one sorrel horse mule 6 years old; one brown horse mule 6 years old; one bay horse mule 8 years old; one black horse mule 10 years old; four sets mule harness complete; and one Boat rig complete.

Witness my hand and seal, this 10th day of November 1877.

Teste: D. Blocher

his
David X Hoadley {Seal}
mark

Maryland, Allegany County, SS: On this 10th day of Nov. 1877, personally appeared David Hoadley, before the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, and acknowledged the foregoing Bill of Sale to be his act and deed. And at the same time personally appeared William Young and made oath in due form of law that the consideration set forth in the foregoing Bill of Sale is bona fide & true as therein set forth.

D. Blocher, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 49, p 552, 1/7/1878.

At the request of James Young this Mortgage was recorded January 7th 1878 at 3. P.M.

This Mortgage made on this third day of January in the year eighteen hundred and seventy eight by me Joseph Frederick & Rose Frederick of Allegany County, in the State of Maryland.

Witnesseth: That for and in consideration of the sum of eight hundred dollars, now due from us the said Joseph Frederick & Rose Frederick to James Young of Allegany County and State of Maryland, and in order to secure the payment thereof to the said James Young, we the said Joseph Frederick and Rose Frederick do hereby bargain and sell to the said James Young the following property: two brown horse mules eight years old; one bay horse mule seven years old; one mouse colored mare mule 8 years old & 4 sets harness and the harness that are now used with said mules and also the boat rig now on the Canal Boat "H. Knott" including cooking stove and furniture on said boat. Provided that if we the said Joseph Frederick & Rose Frederick shall pay to the said James Young or his assigns the said sum of eight hundred dollars, with the interest thereon from the date hereof.

Provided said whole sum and interest be paid on or before the tenth day of April in the year eighteen hundred and seventy nine, then this mortgage shall be void. And we the said Joseph & Rose Frederick do hereby covenant and agree that if in default of the payments of any of said hereinbefore mentioned sums the said James Young or his assigns, is hereby authorized to seize said mules, or any of them, and said harness, boat rig, and boat furniture and sell the same to the highest bidder for cash whenever the same may be so seized and taken after first fiving notice by hand bills for at least ten days of such sale and then pay himself the amount that may be still due to him, and all expenses attending the sale and if then there be an overplus, the to pay the same to us, the said Joseph & Rose Frederick, or my assigns.

In witness whereof I hath subscribed my name and affixed my seal.

Teste: Joseph Frederick
Jenkins Thomas

Rose Frederick {Seal}
Joseph Frederick {Seal}

Georgetown, D.C., to wit: On this third day of January in the year of our Lord eighteen hundred and seventy eight personally appeared before me the subscriber, a Notary Public for the District of Columbia, Rose Frederick and Joseph Frederick and acknowledged the foregoing mortgage to be their act. And at the same time also appeared before me Joseph Frederick and made oath in due form of law that the consideration set forth in said aforegoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Jenkin Thomas
Notary Public

State of Maryland, Allegany County, to wit: On this 7th day of January in the year of our Lord 1878 appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, James Young, and made oath in due form of law, that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

I hereby release the within mortgage. Witness my hand and seal this seventh day of October
A.D. 1878.

Teste: W. H. Ash

James Young {Seal}

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 50, page 584, 3/16/1878.

At the request of Frederick Mertens this Mortgage was recorded March 16th 1878, at 2:00 P.M.

This Mortgage made on this 15th day of March in the year eighteen hundred and seventy-eight by me G. E. Little of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred eighty two and 93/100 dollars, now due from me the said G. E. Little to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said G. E. Little, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "W. P. Wools" and four mules (one black horse mule, one black mare mule, one gray mare mule and one bay mare mule) and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "W. P. Wools," including cooking stove and furniture on said Boat. Provided that if I the said G. E. Little shall pay to the said Frederick Mertens or his assigns the said sum of three hundred eighty two and 93/100 dollars with the interest thereon from the date hereof in installments of thirty dollars each for all the trips made by said Canal Boat called "W. P. Wools," in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of three hundred eighty two & 93/100 dollars is paid, with the interest thereon.

Provided, said whole sum and interest be paid on or before the first day of September in the year eighteen hundred and seventy-eight, then this Mortgage shall be void. And I, the said G. E. Little do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat, Mules, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said G. E. Little, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocker

Geo. E. Little {Seal}

State of Maryland, Allegany County, to wit: On this 15th day of March in the year of our Lord, eighteen hundred and seventy-eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, G. E. Little and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

D. Blocker, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 50, page 592, 3/19/1878.

At the request of Frederick Mertens this Mortgage was recorded March 19th 1878, 11:45 A.M.

This Mortgage made on this eighteenth day of March in the year eighteen hundred and seventy-eight by me Nelson A. Long of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred dollars, now due from me the said Nelson A. Long to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Nelson A. Long, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "D. R. Long" and three mules (one bay horse mule, one bay mare mule and one mouse colored horse mule) and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "D. R. Long," including cooking stove and furniture on said Boat.

Provided that if I the said Nelson A. Long shall pay to the said Frederick Mertens or his assigns the said sum of two hundred dollars with the interest thereon from the date hereof in installments of twenty five dollars each for all the trips made by said Canal Boat called "D. R. Long," in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred dollars is paid, with the interest thereon; provided, said whole sum and interest be paid on or before the first day of August in the year eighteen hundred and seventy eight, then this Mortgage shall be void.

And I, the said Nelson A. Long do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat, Mules, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Nelson A. Long, or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Nelson A. Long {Seal}

State of Maryland, Allegany County, to wit: On this eighteenth day of March in the year of our Lord, eighteen hundred and seventy-eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Nelson A. Long and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 51, page 133, 4/27/1878.

At the request of F. Mertens this Mortgage was recorded April 27th 1878, 4:30 P.M.

This Mortgage made on this 22nd day of April in the year eighteen hundred and seventy-eight by me Mahala Dick of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of five hundred fifty four and 61/100 dollars, now due from me the said Mahala Dick to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Mahala Dick, do hereby bargain and sell to the said Frederick Mertens, the following property: one sorrel mare mule, three black horse mules and one black mare mule and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Dennis Murphy," including cooking stove and furniture on said Boat. Provided that if I the said Mahala Dick shall pay to the said Frederick Mertens or his assigns the said sum of five hundred fifty four and 61/100 dollars with the interest thereon from the date hereof in installments of forty dollars each for all the trips made by said Canal Boat called "Dennis Murphy" or any other Canal Boat on which said Mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of five hundred fifty four & 61/100 dollars is paid, with the interest thereon; provided, said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy three [sic. eight], then this Mortgage shall be void. And I, the said Mahala Dick do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Mules, or any of them, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said [Mahala Dick], or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

Mahala C. Dick {Seal}

State of Maryland, Allegany County, to wit: On this 23rd day of April in the year of our Lord, eighteen hundred and seventy-eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Mahala Dick and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 51, page 182, 5/23/1878.

At the request of F. Mertens this Mortgage was recorded May 23rd 1878, 2:45 P.M.

This Mortgage made on this fifteenth day of May in the year eighteen hundred and seventy-eight by me Robert Reid of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred and eight 59/100 dollars, now due from me the said Robert Reid to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Robert Reid, do hereby bargain and sell to the said Frederick Mertens, the following property: four mules (one brown horse mule, two black mare mules and one bay horse mule) and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "J. W. Turner," including cooking stove and furniture on said Boat and also household and kitchen furniture in house No. 49 South Cumberland, Mechanic Street, now occupied by me. Provided that if I the said Robert Reid shall pay to the said Frederick Mertens or his assigns the said sum of two hundred and eight 59/100 dollars with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boat called "J. W. Turner" or any other Canal Boat on which said Mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred & eight 59/100 dollars is paid, with the interest thereon; provided, said whole sum and interest be paid on or before the first day of November in the year eighteen hundred and seventy eight, then this Mortgage shall be void. And I, the said Robert Reid do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Mules, or any of them, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Robert Reid.

In witness whereof I have subscribed my name and affixed my seal.

Teste: J. Wm. Jones

R. Reid {Seal}

State of Maryland, Allegany County, to wit: On this 17th day of May in the year of our Lord, eighteen hundred and seventy-eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Robert Reid and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

J. Wm. Jones, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 52, p 5, 6/3/1878.

At the request of William Young this Mortgage was recorded June 3rd 1878 at 10:20, A.M.

This Mortgage, made on this 17th day of May in the year eighteen hundred and seventy eight, by Frank Rinehart of Allegany County, Maryland. Witnesseth: Whereas the said Frank Rinehart is now indebted unto William Young, of Allegany County, Maryland, in the sum of two hundred and fifty dollars being purchase money for the mules hereinafter mentioned, which the said Frank Rinehart is to pay to the said William Young in installments of fifteen dollars each for every trip made by the said Frank Rinehart on the Canal from Cumberland to Georgetown or Alexandria, until the whole purchase money is paid, and whereas with a view to secure the payment of the said installments regularly according to the covenants hereinafter inserted. The said Frank Rinehart doth execute these presents. Now therefore in consideration of the premises, the said Frank Rinehart doth hereby bargain and sell unto the said William Young all the following property, to wit: two brown mare mules. Provided, that if I the said Frank Rinehart shall pay to the said William Young, the aforesaid installments of fifteen dollars each as aforesaid until the whole of said purchase money is paid, then this Mortgage shall be void. And the said Frank Rinehart covenants that he will pay the said installments of fifteen dollar each at the end of every trip, until the whole of said purchase money is paid. Provided, that if default shall be made by the said Frank Rinehart in the payment of any of the installments as herein provided, then it shall be lawful for the said William Young to sell the said mortgaged property in the City of Cumberland, at public auction, for cash, or upon credit, after first giving ten days notice by hand bills set up in the most public places in said City at least ten days prior to the day of sale, fiving notice of the time, place, manner and terms of sale, and apply the proceeds of such sale to the payment in the first place of the expenses that may be incurred in making such sale, and then to the payment of the Mortgage debt, and the surplus, if any, to pay to the said Frank Rinehart.

Witness my hand and seal.

Teste: Andrew Gonder

F. Rinehart {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of May in the year eighteen hundred and seventy eight, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Frank Rinehart and acknowledged the foregoing mortgage to be his act. And at the same time also before me personally appeared William Young and made oath in due form of law that the consideration in said foregoing Mortgage is true and bona fide as therein set forth.

Andrew Gonder, J.P.

I herewith release the foregoing Mortgage. Witness my hand and seal this 27th day of November [1896].

Teste: Theo. Luman, Clerk

Wm. Young {Seal}

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 51, page 171, 6/24/1878.

At the request of Russell & Graham this Bill of Sale was recorded June 24th 1878 @ 3:30 P.M.

I, Richard D. Dean of Allegany County, Maryland being indebted to Mahlon H. Russell of Hampshire County, West Virginia, and Joseph J. Graham of Allegany County, Maryland doing business at Town Creek Lock under the name & firm of Russell & Graham, in the sum of two hundred and thirty eight dollars & forty six cents due by note bearing date with this Bill of Sale, with interest, and in consideration thereof do hereby bargain and sell to the said Russell & Graham the following property, viz: one roan mare with white or bald face, about 10 years old with three white feet & about seventeen hands high; one red cow with horns; one brown cow with horns; two red calves & one brown mule two years old. Provided that if I the said Richard D. Dean shall pay to the said Russell & Graham the said sum of two hundred and thirty eight dollars & forty six cents, with interest thereon, on or before the first day of October 1878, then these presents shall be void.

Witness my hand & seal this twenty eighth 28th day of September 1877.

Witness: C. W. Fawley

Richard D. Dean {Seal}

State of Maryland, Allegany County, to wit: On this 21st day of June in the year of our Lord 1878 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Richard D. Dean and acknowledged the within foregoing mortgage to be his act, and at the same time also appeared before me Mahlon H. Russell, one of the firm of Russell & Graham and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

John Hartley, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 52, p 125, 7/20/1878.

At the request of James Young this Bill of Sale was recorded July 20th 1878, at 9:55 A.M.

I Robert S. Otto of Washington County and State of Maryland in consideration of twelve hundred dollars paid me by James Young of Allegany County in said State, do hereby bargain and sell to the said James Young the following property: one Canal Scow called "F. J. Laing;" one black mare mule about eight years old; one black horse mule about six years old; one bay mare mule about nine years old; one brown horse mule about seven years old; four sets of harness and all the fall boards, lines, pumps, lamps and cabin furniture on the said Canal Scow.

Witness my hand and seal this nineteenth day of July in the year eighteen hundred and seventy eight.

Witness: J. Wm. Jones

Robert S. Otto {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twentieth day of July in the year eighteen hundred and seventy eight before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid, personally appeared Robert S. Otto and acknowledged the foregoing Bill of Sale to be his act and deed. And at the same time before me also personally appeared James Young and made oath in due form of law that the consideration in the foregoing Bill of Sale is true and bona fide as therein set forth.

J. Wm. Jones, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 52, p 142, 7/30/1878.

At the request of William Young this Bill of Sale was recorded July 30th 1878 at 11:20, A.M.

I John Gorman of Allegany County, Maryland, in consideration of two hundred dollars paid to me by William Young, of Allegany County, Maryland, do hereby bargain and sell to the said William Young the following property, to wit: one light bay horse mule eight years old named "Rock" and one dark iron gray mule six years old.

Witness my hand and seal this ____ day of July in the year eighteen hundred and seventy eight.

Attest: J. B. Widener

his
John X Gorman {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this ____ day of July in the year eighteen hundred and seventy eight, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid, personally appeared John Gorman and acknowledged the foregoing Bill of Sale to be his act. And at the same time before me also personally appeared William Young and made oath in due form of law that the consideration in the foregoing Bill of Sale is true and bona fide as therein set forth.

J. B. Widener, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 52, p 246, 9/12/1878.

At the request of James Young this Bill of Sale was recorded Sept. 12th 1878, at 9:15 A.M.

I, Joseph Frederick of the City of Cumberland, Allegany County and State of Maryland in consideration of twelve hundred and seventy two dollars and eight cents paid me by James Young of said City, County and State, do hereby bargain and sell to the said James Young the following property, to wit: one Canal Boat called "Charles H. Knott;" two brown mare mules, each about nine years old; one bay horse mule about eight years old; one mouse colored mule about nine years old; four sets of harness now used with said mules, and also the Boat rig now on said Canal Boat, including the cooking stove and furniture on said boat.

Witness my hand and seal this seventh day of September in the year eighteen hundred and seventy eight.

Witness: J. Wm. Jones

Joseph Frederick {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this seventh day of September in the year eighteen hundred and seventy eight, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid, personally appeared Joseph Frederick and acknowledged the foregoing Bill of Sale to be his act and deed. And at the same time before me also personally appeared James Young and made oath in due form of law that the consideration in the foregoing Bill of Sale is true and bona fide as therein set forth.

J. Wm. Jones, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 51, page 297, 8/28/1878.

At the request of F. Mertens this Mortgage was recorded August 28th 1878, 11:35 A.M.

This Mortgage made on this 10th day of August in the year eighteen hundred and seventy-eight by me Robert Sorrels of Alexandria in the State of Va. Witnesseth, that for and in consideration of the sum of three hundred ninety and 16/100 dollars, now due from me the said Robert Sorrels to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Robert Sorrels, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "Alexander Adams" and three mules (one black horse mule, one black mare mule and one sorrel mare mule) and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Alexander Adams," including cooking stove and furniture on said Boat.

Provided that if I the said Robert Sorrels shall pay to the said Frederick Mertens or his assigns the said sum of three hundred ninety & 16/100 dollars with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "Alexander Adams," in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of three hundred ninety & 16/100 dollars is paid, with the interest thereon; provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy nine, then this Mortgage shall be void. And I, the said Robert Sorrels do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said F. Mertens or his assigns may, and is hereby authorized to seize said Boat, Mules, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Robert Sorrels, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: J. B. Widener

his
Robert X Sorrels {Seal}
mark

State of Maryland, Allegany County, to wit: On this 28th day of August in the year of our Lord, eighteen hundred and seventy-eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Robert Sorrels and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

J. B. Widener, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 31, 6/10/1878.

At the request of Frederick Mertens this Mortgage was recorded June 10th 1878, 11:20 A.M.

This Deed made on this 8th day of June 1878 by me George E. Little of Allegany County. Witnesseth, that for and in consideration of seven hundred and seventy-one dollars, this day paid me by Frederick Mertens of said County, the receipt whereof I hereby acknowledge. I the said George E. Little do grant, bargain, sell and hereby convey unto the said Frederick Mertens the Canal Boat known as "William P. Wools" now in the Chesapeake and Ohio Canal at Cumberland, also the rig and harness belonging to said Boat and the team thereof, also all the furniture thereon consisting of cooking stove and cabin furniture. Also four mules the team of said boat, the said mules described as follows: one black horse mule called Dick, one black mare mule called Bird, one gray mare mule called Beck, and one bay mare mule called also Beck.

Witness my hand and seal.

Teste: Ferdinand Williams

George E. Little {Seal}

State of Maryland, Allegany County, SS: I hereby certify that on this 8th day of June 1878, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, George E. Little and did acknowledge the above deed to be his act and deed. Also at the same time personally appeared before me Frederick Mertens, the grantee in the above deed, and made oath in due form of law that the consideration of the above deed is true and bona fide, as herein set forth.

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 31, 6/10/1878.

At the request of Frederick Mertens this Mortgage was recorded June 11th 1878, 2:45 P.M.

This Mortgage made on this tenth day of June in the year eighteen hundred and seventy-eight by me Samuel Griminger of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred and ten 83/100 dollars, now due from me the said Samuel Griminger to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Samuel Griminger, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "W. H. Price" and three mules (two bay horse mules called Buck and Bill, one black horse mule called Dick) and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "W. H. Price," including cooking stove and furniture on said Boat. Provided that if I the said Samuel Griminger shall pay to the said Frederick Mertens or his assigns the said sum of two hundred and ten 83/100 dollars, with the interest thereon from the date hereof in installments of twenty five dollars each for all the trips made by said Canal Boat called "W. H. Price," in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred and ten 83/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of January in the year eighteen hundred and seventy-nine, then this Mortgage shall be void. And I, the said Samuel Griminger do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said F. Mertens or his assigns may, and is hereby authorized to seize said Mules and Boat, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Samuel Griminger, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

Samuel Griminger {Seal}

State of Maryland, Allegany County, to wit: On this tenth day of June in the year of our Lord, eighteen hundred and seventy-eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Samuel Griminger and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 88, 7/2/1878.

At the request of Frederick Mertens this Mortgage was recorded July 2nd 1878, at 3:50 P.M.

This Mortgage made on this 29th day of June in the year eighteen hundred and seventy-eight by me J. A. Kaiser of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred and eighty seven and 98/100 dollars, now due from me the said J. A. Kaiser to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said J. A. Kaiser, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "F. H. Offutt" and three mules (one black mare mule, one black horse mule and one light sorrel mare mule) and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "F. H. Offutt," including cooking stove and furniture on said Boat. Provided that if I the said J. A. Kaiser shall pay to the said Frederick Mertens or his assigns the said sum of two hundred and eighty seven & 98/100 dollars, with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "F. H. Offutt," or any other Canal Boat on which said Mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred and eighty seven & 98/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy-nine, then this Mortgage shall be void. And I, the said J. A. Kaiser do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said F. Mertens or his assigns may, and is hereby authorized to seize said Boat and Mules, or any of them, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said J. A. Kaiser.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder

John A. Kaiser {Seal}

State of Maryland, Allegany County, to wit: On this 29th day of June in the year of our Lord, eighteen hundred and seventy-eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, J. A. Kaiser and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 91, 7/2/1878.

At the request of Frederick Mertens this Deed was recorded July 2nd 1878, at 3:50 P.M.

This Deed made on this first day of July 1878 by me Henry Teeters, of the City of Cumberland, Maryland. Witnesseth, that for and in consideration of the sum of eleven hundred and ninety-five dollars and thirty cents paid me by Frederick Mertens of said City. I the said Henry Teeters do grant, bargain, sell and hereby convey unto the said Frederick Mertens the Canal Boat "Belle Resley" and the furniture thereon and the harness and boat rig belonging thereto, also four mules, the team of said boat, described as follows: two black horse mules called "Bill" and "Tom" respectively, one bay horse mule called "Jack" and one bay mare mule called "Sis."

Witness my hand and seal.

Teste: Fred Williams

his
Henry X Teeters {Seal}
mark

State of Maryland, Allegany County, SS: I hereby certify that on this 1st day of July 1878, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Henry Teeters and acknowledged the above deed to be his act and deed. Also at the same time personally appeared before me Frederick Mertens, the grantee in above deed, and made oath in due form of law that the consideration set forth in the above deed is true and bona fide, as therein set forth.

Andrew Gonder, J. P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 89, 7/9/1878.

At the request of Frederick Mertens this Mortgage was recorded July 9th 1878, at 3:45 P.M.

This Mortgage made on this 29th day of June in the year eighteen hundred and seventy-eight by me Louisa Atwell of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of six hundred thirty one and 41/100 dollars, now due from me the said Louisa Atwell to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Louisa Atwell, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "Albert Zeigler" and four mules (one black horse mule, two bay mare mules and one light sorrel mare mule) and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Albert Zeigler," including cooking stove and furniture on said Boat. Provided that if I the said Louisa Atwell shall pay to the said Frederick Mertens or his assigns the said sum of six hundred thirty one and 41/100 dollars, with the interest thereon from the date hereof in installments of forty dollars each for all the trips made by said Canal Boat called "Albert Zeigler," or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of six hundred thirty one and 41/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy-nine, then this Mortgage shall be void. And I, the said Louisa Atwell do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and Mules, or any of them, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Louisa Atwell.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Alexander King, J.P.

her
Louisa X Atwell {Seal}
mark

State of Maryland, Allegany County, to wit: On this 29th day of June in the year of our Lord, eighteen hundred and seventy-eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Louisa Atwell and acknowledged the foregoing Mortgage to be her act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Alexander King, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 261, 9/19/1878.

At the request of Frederick Mertens this Bill of Sale was recorded Sept. 19th 1878, at 11:30 A.M.

Received of Frederick Mertens one hundred dollars in full of all my right, title and interest in boat "M. A. West," harness and rig on said boat. Also three mules on said boat (one bay mare mule, one dark bay mule and one light bay mule, one called "Puss" one "Ned" and the third called "Jennie"), the above is in full of all accounts to date.

Witness my hand and seal this eighteenth day of September in the year 1878.

Teste: J. B. Widener

Wm. Conrad {Seal}

State of Maryland, Allegany County, to wit: On this 18th day of September in the year of our Lord eighteen hundred and seventy-eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, William Conrad and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing Mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 53, page 51, 5/10/1879.

At the request of Frederick Mertens this Mortgage was recorded May 10th 1879, at 10:10 A.M.

This Mortgage made on this 7th day of May in the year eighteen hundred and seventy-nine by me Annie M. Riley of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of five hundred five and 84/100 dollars, now due from me the said Annie M. Riley to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Annie M. Riley, do hereby bargain and sell to the said Frederick Mertens, the following property: one black mare mule, one black horse mule, one light bay mare mule, one mouse colored mare mule and one mouse colored horse mule and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "W. E. Turner," including cooking stove and furniture on said Boat. Provided that if I the said Annie M. Riley shall pay to the said Frederick Mertens or his assigns the said sum of five hundred five and 84/100 dollars, with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boat called "W. E. Turner," or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of five hundred five and 84/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and eighty, then this Mortgage shall be void. And I, the said Annie M. Riley do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Mules, or any of them, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Annie M. Riley or my assigns..

In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder

Annie M. Riley {Seal}

State of Maryland, Allegany County, to wit: On this seventh day of May in the year of our Lord, eighteen hundred and seventy-nine, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Annie M. Riley and acknowledged the foregoing Mortgage to be her act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 53, page 83, 5/23/1879.

At the request of F. Mertens this Mortgage was recorded May 23rd 1879, at 10:30 A.M.

This Mortgage made on this seventeenth day of May in the year eighteen hundred and seventy-nine by me Samuel Griminger of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of four hundred and seventy 11/100 dollars, now due from me the said Samuel Griminger to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Samuel Griminger, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called the "W. M. Price" and mules (three bay horse mules, "Jack," "Bill" & "Morgen" and one black horse mule called "Dick"), and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "W. M. Price," including cooking stove and furniture on said Boat. Provided that if I the said Samuel Griminger shall pay to the said Frederick Mertens or his assigns the said sum of four hundred and seventy 11/100 dollars, with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "W. M. Price" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of four hundred and seventy 11/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of January in the year eighteen hundred and eighty, then this Mortgage shall be void. And I, the said Samuel Griminger do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat, Mules and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Samuel Griminger or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder
{Seal}

Samuel Griminger

State of Maryland, Allegany County, to wit: On this seventeenth day of May in the year of our Lord, eighteen hundred and seventy-nine, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Samuel Griminger and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 53, page 263, 9/30/1879.

At the request of Frederick Mertens this Bill of Sale was recorded Sept. 30th 1879, @ 2 P.M.

I G. W. Carterville of Allegany County, Md., in consideration of the sum of thirteen and 40/100 (\$13.11) dollars, paid me by Frederick Mertens of Allegany County, Maryland, do hereby bargain and sell to the said Frederick Mertens the following property, as viz: one black horse mule.

Witness my hand and seal this twenty-sixth day of September in the year eighteen hundred and seventy-nine.

Teste: Andrew Gonder
his
G. W. X Carterville {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty-sixth day of September in the year A. D. 1879, before me, the subscriber, a Justice of the Peace of the said State in and for the County aforesaid, personally appeared G. W. Centerville and did acknowledge the foregoing Bill of Sale to be his act, and at the same time before me also appeared Frederick Mertens, and made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide, as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 54, page 65, 6/11/1879.

At the request of Frederick. Mertens this Bill of Sale was recorded June 11th 1879, at 11:30 A.M.

Received of Frederick Mertens, two hundred dollars in full of all my right, title and interest in three mules now on Boat "Katie & Addie" as viz: Two dun horse mules and one dark horse mule, harness and one boat ramp, the above is in full of all accounts to date.

Witness my hand and seal this seventh day of June in the year 1879.

Teste: John R. Brooke

H. Paxton {Seal}

State of Maryland, Allegany County, to wit: On this 7th day of June in the year of our Lord eighteen hundred and seventy nine, personally appeared before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Paxton and acknowledged the foregoing Mortgage to be his act, and at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing Mortgage is true and bona fide, as therein set forth. In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

John R. Brooke, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 54, page 219, 11/11/1879.

At the request of Frederick. Mertens this Bill of Sale was recorded November 11th 1879, at 2:58 P.M.

We, Charles Atwell and Louisa Atwell of Frederick County, Maryland, in consideration of three hundred and thirty six and 97/100 (\$336.97) dollars, paid us by Frederick Mertens of Allegany County, Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, as viz: one Canal Boat called the "Albert Zeigler" and four mules (one black horse mule called "Tom," one sorrel mare mule called "Skip," one dark bay mare mule called "Beck" and one mouse colored mare mule called "Mag"), also four full sets of harness and cabin rig.

Witness our hands and seals this seventeenth day of October in the year eighteen hundred & seventy-nine.

Teste: Andrew Gonder

C. M. Atwell {Seal}
her
Louisa X Atwell {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this seventeenth day of October in the year 1879, A.D. before me, the subscriber, a Justice of the Peace of the said State in and for the County aforesaid, personally appeared Charles Atwell and Louisa Atwell and did acknowledge the foregoing Bill of Sale to be their act, and at the same time before me also appeared Frederick Mertens, and made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide, as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, MD, Deed Book 56, p. 283, 3/19/1881.

At the request of Benjamin M. Millison, this Mortgage was recorded March 19th 1881.

This Mortgage made this 18th day of March in the year eighteen hundred and eighty one, by Bernard McQuade of Allegany County, Maryland. Witnesseth, whereas the said Bernard McQuade is now indebted unto Benjamin M. Millison of Allegany County, Maryland in the sum of four hundred dollars, being the purchase money for the two mules hereinafter mentioned which said purchase money the said Bernard McQuade is to pay to the said Benjamin M. Millison in installments of twenty dollars each for every trip made by the said Bernard McQuade on any canal boat on the Chesapeake & Ohio Canal from Cumberland to Georgetown, Washington City or Alexandria until the whole of said purchase money is paid. And whereas with a view to secure the payment of the said installments regularly according to the covenant hereinafter inserted, the said Bernard McQuade doth execute these presents. Now therefore in consideration of the premises the said Bernard McQuade doth hereby bargain and sell to the said Benjamin M. Millison two large brown horse mules aged about seven & eight years respectively. Provided that if the said Bernard McQuade shall pay to the said Benjamin M. Millison the aforesaid installments of twenty dollars as aforesaid until the whole of said sum of four hundred dollars is paid according to the covenants of the said Bernard McQuade hereinafter set forth, then this mortgage shall be void. And the said Bernard McQuade covenants to and with the said Benjamin M. Millison that he, the said Bernard McQuade will regularly run a canal boat on trips from Cumberland to Georgetown, Washington City or Alexandria without intermission or lying by, except when prevented from getting loading at Cumberland by strikes of miners of coal or from unavoidable obstructions on the canal, or that during the continuance of this security he will not sell, trade or otherwise dispose of the property hereby mortgaged. And the said Bernard McQuade doth further covenant to and with the said Benjamin M. Millison to freight or carry coal at current rates and usages; and that he will pay the aforesaid installments of twenty dollars each, until the whole of said sum of four hundred dollars is paid, for each and every trip so made and each trip he covenants shall be made.

Provided that if default shall be made by the said Bernard McQuade in any of the conditions of this mortgage then it shall be lawful for the said Benjamin M. Millison to seize and take possession of said property hereby mortgaged and sell the same in the City of Cumberland at public auction for cash after giving at least ten days notice of the time, place, manner and terms of sale by handbills set up in the most public places in said [City] - at least ten days prior to the day of sale and apply the proceeds of such sale to the payment in the first place of the expenses incurred in making such sale, including reasonable commissions, for making and attending the same and then to the payment of the mortgage debt and the surplus, if any, to the said Bernard McQuade. Witness my hand and seal.

Attest: J. B. Widener

Barney McQuade {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 18th day of March in the year eighteen hundred and eighty one, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Bernard McQuade and acknowledged the foregoing mortgage to be his act and at the same time before me also personally appeared Benjamin M. Millison and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 56, page 358, 4/6/1881.

At the request of Frederick Mertens this Bill of Sale was recorded April 6th 1881, @ 11:07 A.M.

I, Henry Teeters of Allegany County, Maryland, in consideration of six hundred and ninety-two 84/100 (\$692.84) [dollars], paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, viz: five mules (two black horse mules called "Bill" and "Tom," one bay horse mule called "Jack," one bay mare mule called "Sis" and one mare mule called "Bird") also five sets of harness now used on said mules.

Witness my hand and seal.
Teste: Andrew Gonder

his
Henry X Teeters {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 31st day of March in the year eighteen hundred and eighty one, personally appeared before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Henry Teeters and did acknowledge the above Bill of Sale to be his act, and did also at the same time personally appeared before me Frederick Mertens and made oath in due form of law that the consideration in the above Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 56, page 359, 4/6/1881.

At the request of Sarah I. Moffett, this Bill of Sale was recorded April 6th 1881, @ 11:55 A.M.

I, Henry C. Moffett of Allegany County, in the State of Maryland, being now indebted to Sarah Isabell Moffett of same County and State, in the sum of one hundred and fifty dollars, in consideration thereof, I the said Henry C. Moffett do hereby bargain and sell to the said Sarah Isabell Moffett, the following property, to wit: one large bay mare mule with a split in the ear called "Rose" and is about 19 years old, one dark brown horse mule with a split in the ear called "John" and is about 15 years old, four sets of harness, one set of single wagon harness, tow boat pumps, one set cabin furniture now on the Canal Boat called "M. Reuben" and all the other boat fixtures on said boat.

Witness my hand and seal this 5th day of April 1881.

Teste: Andrew Gonder

Henry C. Moffett {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth day of April in the year of our Lord one thousand eight hundred and eighty one, personally appeared before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Henry C. Moffett and acknowledged the foregoing Bill of Sale to be his act, and at the same time also appeared before me Sarah Isabell Moffett and made oath in due form of law that the consideration set forth in the said foregoing Bill of Sale is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 55, page 263, 5/18/1881.

At the request of Frederick Mertens this Bill of Sale was recorded May 18th 1881, @ 2:43 P.M.

I, Robert D. Bartley of Allegany County, Maryland, in consideration of four hundred & twelve dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one dark bay mare mule called "Nellie," one light bay horse mule called "Bill," one light gray mare mule called "Sis" and one gray mare mule called "Kate" also four sets of harness, two fall boards and one boat awing, all on boat "Laura."

Witness my hand and seal this 13th day of May in the year eighteen hundred and eighty-one.

	his
Teste: Andrew Gonder	Robert D. X Bartley {Seal}
	mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 13th day of May in the year eighteen hundred and eighty-one. before the subscriber, a Justice of the Peace for the State and County aforesaid, personally appeared Robert D. Bartley and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 56, page 589, 5/24/1881.

At the request of Frederick Mertens this Bill of Sale was recorded May 24th 1881, @ 1:58 P.M.

I, William Conrad of Allegany County, and State of Maryland, in consideration of six hundred dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: four mules and four sets of harness (one dun horse mule called "George," one bay mare mule called "Queen," one bay mare mule called "Puss" and one sorrel horse mule called "Jack."

Witness my hand and seal this 18th day of May in the year eighteen hundred and eighty-one.

Teste: J. B. Widener

William Conrad {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 18th day of May in the year eighteen hundred and eighty-one. before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared William Conrad and acknowledged the foregoing Bill of Sale to be his act and deed.

J. B. Widener, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 55, page 373, 8/4/1881.

At the request of Frederick Mertens this Bill of Sale was recorded August 4th 1881, @ 2 P.M.

I, George Berns of Allegany County and State of Maryland, in consideration of two hundred and seventy-five dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one black horse mule, one sorrel mare mule, one sorrel horse mule and one dun mare mule, also four sets of harness and cabin rig now used on Boat called "Lillie & May."

Witness my hand and seal this third day of August in the year eighteen hundred and eighty-one.

Teste: Andrew Gonder
his
George X Berns {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 3rd day of August in the year eighteen hundred and eighty one, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared George Berns and did acknowledge the aforegoing Bill of Sale to be his act and deed, and did also at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the aforegoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 57, page 2, 9/1/1882.

At the request of F. Mertens this Bill of Sale was recorded Sept. 1st 1881, @ 2:15 P.M.

I, Patrick Gauley of Allegany County, and State of Maryland, in consideration of seven hundred and fifty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one sorrel mare mule called "Katie," one dark horse mule called "Jim," one brown mare mule called "Rose" one dark bay horse mule called "Frank," and one black horse mule called "Jack" also five sets of harness, two fall boards, two feed troughs, lines, one cabin stove and cabin rig, the above is all on boat "Henry Hane-Kamp."

Witness my hand and seal this 25th day of August in the year eighteen hundred and eighty-one.

Teste: J. Wm. Jones

Patrick D. Gauley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 25th day of August in the year eighteen hundred and eighty-one. before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Patrick Gauley and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

J. Wm. Jones, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 57, page 93, 10/24/1881.

At the request of Fred'k. Mertens this Bill of Sale was recorded October 24th 1880, @ 3 P.M.

I, William F. Smith of Allegany County, and State of Maryland, in consideration of five hundred and fifty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one black mare mule called "Bird," one bay mare mule called "Beck," one black horse mule called "Dick" and one sorrel mare mule called "Maud" also four sets of harness, Cabin rig and fall boards now on boat "Lizzie K."

Witness my hand and seal this 21st day of October in the year eighteen hundred and eighty-one.
Teste: John R. Brooke William F. Smith {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21st day of October in the year eighteen hundred and eighty-one. before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared William F. Smith and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens, and made oath in due form of law that the consideration in the foregoing Bill of Sale is true and bona fide, as therein set forth.

John R. Brooke, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 58, page 347, 6/8/1882.

At the request of Frederick Mertens this Bill of Sale was recorded June 8th 1882, @ 2:35 P.M.

I, W. N. Hudson of Allegany County, and State of Maryland, in consideration of two hundred dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one black horse mule called "Dick," one bay mare mule called "Queen," also two sets of harness, one cooking stove and one short fall board now on boat called "Laura."

Witness my hand and seal this 24th day of May in the year eighteen hundred and eighty-two.

Teste: John R. Brooke

W. N. Hudson {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 24th day of May in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared W. N. Hudson and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

John R. Brooke, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 11, 8/3/1882.

At the request of F. Mertens this Bill of Sale was recorded August 3rd 1882, @ 12:30 P.M.

I, James Keady of Allegany County, and State of Maryland, in consideration of one hundred and fifty-one 92/100 dollars, paid me by F. Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said F. Mertens, the following property, to wit: one bay horse mule, one gray mare mule, one dun mare mule and one dark mare mule.

Witness my hand and seal this 26th day of July in the year eighteen hundred and eighty-two.

Teste: Andrew Gonder

James Keady {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 26th day of July in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared James Keady and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid F. Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 67, 9/9/1882.

At the request of Frederick Mertens this Bill of Sale was recorded Sept. 9th 1882, @ 2:30 P.M.

I, L. B. Pierce of Allegany County, and State of Maryland, in consideration of one hundred one dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: four mules: one black mare mule called "Sis," one gray mare mule called "May," two dark bay horse mules, four sets of harness and boat rig.

Witness my hand and seal this second day of September in the year eighteen hundred and eighty-two.

Teste: Andrew Gonder

L. B. Pierce {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this second day of September in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared L. B. Pierce and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 67, 9/9/1882.

At the request of Frederick Mertens this Bill of Sale was recorded Sept 9th 1882, @ 2:30 P.M.

I, Levi Cartwright of Allegany County, and State of Maryland, in consideration of three hundred and fifty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one black horse mule, one black mare mule and one mouse colored mare mule, also three sets of harness now on Canal Boat called "Sarah B."

Witness my hand and seal this 7th day of September in the year eighteen hundred and eighty-two.

Teste: Andrew Gonder

Levi Cartwright {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7th day of September in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Levi Cartwright and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 97, 9/21/1882.

At the request of Frederick Mertens this Bill of Sale was recorded Sept 21st 1882, @ 12:02 P.M.

I, William F. P. Parker of Allegany County, and State of Maryland, in consideration of five hundred and twenty-five dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one black horse mule called "Dick," one black mare mule called "Bird," two bay mare mules called "Maud" and "Beck," also 4 sets of harness, 2 fall boards (1 long and 1 short), one boat awning, one cabin stove & fixtures, one boat pump, one iron stake and one bow lamp.

Witness my hand and seal this 19th day of September in the year eighteen hundred and eighty-two.

Teste: Andrew Gonder

William F. P. Parker {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19th day of September in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared William F. P. Parker and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 114, 9/26/1882.

At the request of Frederick Mertens this Bill of Sale was recorded Sept 26th 1882, @ 1:15 P.M.

I, Daniel Gross of Allegany County, and State of Maryland, in consideration of two hundred dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one dark bay horse mule, one light bay mare mule, and three sets of harness, 2 fall boards (1 long and 1 short), one boat awning, one cabin stove & fixtures, one boat pump, one Canal Boat called "Wm. P. Wools."

Witness my hand and seal this twenty first day of September in the year eighteen hundred and eighty-two.

Teste: S. P. Warbaugh

Daniel Gross {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21st day of September in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Daniel Gross and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 317, 12/13/1882.

At the request of Frederick Mertens this Bill of Sale was recorded Dec. 13th 1882, @ 12:30 P.M.

I, Z. T. Read of Allegany County, and State of Maryland, in consideration of two hundred and forty-seven 74/100 dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one dark iron gray horse 4 years old with the following mark on his right hind hip ____, and one black mare mule called "May."

Witness my hand and seal this eleventh day of December in the year eighteen hundred and eighty-two.

Teste: S. P. Warbaugh

his
Zachariah X T. Read {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this eleventh day of December in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Z. T. Read and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 366, 12/30/1882.

At the request of Frederick Mertens this Bill of Sale was recorded Dec. 30th 1882, @ 3:45 P.M.

I, Norman B. Wilson of Allegany County, and State of Maryland, in consideration of one hundred dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: three (3) dark bay horse mules named "Dock," "Jeff" and "Jack" also one (1) light bay mare mule named "Kate" and blind in one eye.

Witness my hand and seal this 21st day of December in the year eighteen hundred and eighty-two.

Teste: S. P. Warbaugh

Norman B. Wilson {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21st day of December in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Norman B. Wilson and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 596, 4/10/1883.

At the request of Frederick Mertens this Bill of Sale was recorded April 10th 1883, @ 12:48 P.M.

I, Charles T. Atwell of Allegany County, and State of Maryland, in consideration of eight hundred and fifty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one gray mare mule, one gray horse mule, one black horse mule, one bay mare mule, one mouse colored horse mule, 5 sets of harness, 5 bridles and five collars now on boat "J. W. McCardell."

Witness my hand and seal this 7th day of April in the year eighteen hundred and eighty-three.

Teste: S. P. Warbaugh

Charles T. Atwell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7th day of April in the year eighteen hundred and eighty-three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Charles Atwell and did acknowledge the foregoing Bill of Sale to be his act and deed. And at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 612, 4/17/1883.

At the request of Frederick Mertens this Bill of Sale was recorded April 17th 1883, @ 3:05 P.M.

I, William Parker of Allegany County, and State of Maryland, in consideration of two hundred and twenty-five dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: two black mare mules, and one gray horse, also three sets of harness and cabin rig now on "Ferdinand Williams."

Witness my hand and seal this 9th day of April in the year eighteen hundred and eighty-three.

Teste: Andrew Gonder

William Parker {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 9th day of April in the year eighteen hundred and eighty-three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared William Parker and did acknowledge the foregoing Bill of Sale to be his act and deed. And at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 613, 4/18/1883.

At the request of Frederick Mertens this Bill of Sale was recorded April 18th 1883, @ 12:20 P.M.

I, Scott Davis of Allegany County, and State of Maryland, in consideration of six hundred and fifty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: two bay mare mules, one black horse mule and one mouse colored horse mule also four sets of harness, long & short fall boards and all the cabin rig now on Canal Boat "W. M. Monterey."

Witness my hand and seal this 17th day of April in the year eighteen hundred and eighty-three.

Teste: S. P. Warbaugh
his
Scott X Davis {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of April in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Scott Davis and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 613, 4/23/1883.

At the request of Frederick Mertens this Bill of Sale was recorded April 23rd 1883, @ 2:05 P.M.

I, Kirk Field of Allegany County, and State of Maryland, in consideration of five hundred and nineteen 38/100 dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one sorrel horse, one bay mare mule, one bay horse mule and one black horse mule, four sets of harness & collars and bridles, two fall boards and cabin rig including lines, stoves, bedding, &c. now on Canal Boat "C. W. Porter."

Witness my hand and seal this 6th day of April in the year eighteen hundred and eighty-three.

Teste: S. P. Warbaugh

his
Kirk X Fields {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 6th day of April in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Kirk Fields and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 629, 5/1/1883.

At the request of Frederick Mertens this Bill of Sale was recorded May 1st 1883, @ 12:35 P.M.

I, William Parker of Allegany County, and State of Maryland, in consideration of eighty-nine & 50/100 dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one black horse mule and one long fall board including chains.

Witness my hand and seal this 27th day of April in the year eighteen hundred and eighty-three.

Teste: Andrew Gonder

Wm. Parker {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of April in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared William Parker and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 662, 5/11/1883.

At the request of Frederick Mertens this Bill of Sale was recorded May 11th 1883, @ 2:50 P.M.

I, Charles Fields of Allegany County, and State of Maryland, in consideration of four hundred and sixty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one (1) sorrel mare mule called "Molly," one (1) black horse mule called "Dick," one (1) mouse colored horse mule called "George," one (1) black mare mule called "Queen," also four sets of harness and (1) one short fall board the above is now on Boat "Jeannette."

Witness my hand and seal this 8th day of May in the year eighteen hundred and eighty-three.

Teste: S. P. Warbaugh

his
Charles X Fields {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this eighth day of May in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Charles Fields and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Mortgage Record TL1, page 303, 8/2/1883.

At the request of Frederick Mertens this Bill of Sale was recorded August 2nd 1883, @ 12:45 P.M.

I, William F. P. Parker of Allegany County, and State of Maryland, in consideration of one hundred and fifty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one (1) blind mare mule, one (1) bay horse mule, two (2) bay mare mules, also (4) four sets harness, and boat rig now on Canal Boat "Nannie & Willie."

Witness my hand and seal this 24th day of July in the year eighteen hundred and eighty-three.
Teste: S. P. Warbaugh Wm. F. P. Parker {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 24th day of July in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared William F. P. Parker and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Mortgage Record TL1, page 309, 8/6/1883.

At the request of Frederick Mertens this Bill of Sale was recorded August 6th 1883, @ 12:40 P.M.

I, Lewis Helgoth of Allegany County, and State of Maryland, in consideration of eight hundred and ten dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one (1) one light gray mare mule, (1) one dark gray horse mule, (1) one dark bay horse mule, (1) one black horse mule, (1) one bay mare mule, (5) five sets harness, (1) one long fall board & (1) one short fall board, bow lamp, stove & pump now on Boat "T. F. McCardell."

Witness my hand and seal this first day of August in the year eighteen hundred and eighty-three.
Teste: S. P. Warbaugh Lewis Helgoth {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 24th day of July in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Lewis Helgoth and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Mortgage Record TL1, page 345, 8/29/1883.

At the request of Frederick Mertens this Bill of Sale was recorded August 29th 1883, @ 12:39 P.M.

I, Z. T. Read of Allegany County, and State of Maryland, in consideration of two hundred and seventy three 34/100 dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: (1) one bay mare mule called "Rose," (1) black mare mule called "Colle," (1) one black mare mule called "Bird," (1) one bay horse mule called "George," (1) one black mare mule called "Rose," and 5 sets harness, 5 collars, 5 bridles, 2 fall boards (Long & Short), also all the cabin rig pertaining to a Boat and cabin rig now on Canal Boat called "Burke Spencer."

Witness my hand and seal this 28th day of August in the year eighteen hundred and eighty-three.

Teste: S. P. Warbaugh

his
Z. T. X Read {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 28th day of August in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Z. T. Read and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Mortgage Record TL 2, page 47, 4/23/1884.

At the request of Frederick Mertens this Bill of Sale was recorded April 23rd 1884, @ 12:30 P.M.

I, Charles M. Atwell of Allegany County, and State of Maryland, in consideration of one hundred and thirty seven 66/100 dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: (1) one dark bay horse mule called "Jeff," (1) one dark bay mare mule called "Jim," (1) one bay horse mule called "Bill" and (4) four sets harness and boat rig and (2) fall boards, lines, stove, &c. all rig now on Boat "John Spencer."

Witness my hand and seal this 22nd day of April in the year eighteen hundred and eighty-four.
Teste: S. P. Warbaugh C. M. Atwell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of April in the year eighteen hundred and eighty four, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Charles M. Atwell and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Mortgage Record TL 2, page 97, 5/19/1884.

At the request of Frederick Mertens this Bill of Sale was recorded May 19th 1884, @ 12:35 P.M.

I, David Hoadley of Allegany County, and State of Maryland, in consideration of forty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: (1) one light mare mule now on Canal Boat called "Kittie."

Witness my hand and seal this 16th day of May in the year eighteen hundred and eighty-four.

Teste: S. P. Warbaugh

David Hoadley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 16th day of May in the year eighteen hundred and eighty four, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared David Hoadley and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Mortgage Record TL 2, page 370, 12/10/1884.

At the request of Frederick Mertens this Bill of Sale was recorded December 10th 1884, @ 1:05 P.M.

I, John T. Reid of Allegany County, and State of Maryland, in consideration of fifty two & 99/100 dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one black mare mule, one black horse mule, one sorrel mare mule and one dark brown mare mule, four set harness the mules are now on the Boat "A. G. Johnson," also one gray horse mule, one brown horse, one bay mare mule and one sorrel horse mule and four sets harness now on Canal Boat "Henry Hane-Kamp."

Witness my hand and seal this 28th day of November in the year eighteen hundred and eighty-four.

Teste: S. P. Warbaugh

John T. Reid {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 28th day of November in the year eighteen hundred and eighty four, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared John T. Reid and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

A COMPILATION OF C. & O. CANAL MULE DATA

Allegany County Courthouse, Cumberland, Md., Mortgage Record TL 4, page 348, 4/5/1887.

At the request of Frederick Mertens this Bill of Sale was recorded April 5th 1887, @ 4:20 P.M.

I, John Callin of Allegany County, and State of Maryland, in consideration of one hundred and sixty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one bay mare mule called "Bird," one black horse mule called "Rock" blind, also two sets of harness, collars, bridles & halters now on boat called "Delaware."

Witness my hand and seal this 22nd day of March in the year eighteen hundred and eighty-seven.

Teste: Alex. King

John Callin {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of March in the year eighteen hundred and eighty seven, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared John Callin and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Alexander King, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].