

COMPILATION OF  
HENRY THOMAS WELD  
CANAL BOAT MORTGAGES  
1857 - 1873  
WASHINGTON COUNTY, MD

Compiled by  
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C & O Canal Association Volunteer

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## FRONTISPIECE



These two canal boats were ascending the canal based on their light draft. These are typical of the boats built in the Henry Thomas Weld Boatyard, Cumberland, MD and sold to Washington County, MD buyers. National Park Service photograph.

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## A. PREFACE

In doing research for an Emanuel Hine Family History, I was given a copy of his mortgage on the canal boat *Cherokee Tribe*. Going to the Washington County Courthouse records, Record Book McKK 3, page 207, I was able to copy and then transcribe the mortgage. I then looked in their General Index to Land Records to see if Henry Thomas Weld had been the mortgagee for other canal boats. He had been the mortgagee for 52 canal boats between 1857 and 1871; then he joined with Thomas Sheridan and they were the mortgagee for an additional 5 canal boats in 1873. Compiling these mortgages would document how canal boats were purchased, provide some history on how coal was sold, and be a reference source in case a visitor remembers a Washington County, MD ancestor who owned a boat; he might be listed herein.

A few words about Henry Thomas Weld. Henry Thomas Weld (b. 1815/16 in England) and his wife Harriet (b. 1817/20 in England) immigrated to America and settled in Mt. Savage, MD.<sup>1</sup> In 1860 he was engaged in Coal Transportation, had 4 servants, real estate valued at \$10,000 and a personal estate valued at \$8,000. By 1864 he owned a boat yard on South Mechanic Street, Cumberland, MD.<sup>2</sup> He remained in Mt. Savage through at least 1866.<sup>3</sup> By 1870 he had moved to Cumberland, where he was in General Business, had 3 domestics, real estate valued at \$75,000 and a personal estate valued at \$100,000.<sup>4</sup> He was active in the affairs of the Chesapeake and Ohio Canal Company; he was an elected delegate to the canal convention held in Syracuse, NY, on Wednesday Aug. 25, 1886.<sup>5</sup> Perhaps a reader has additional information?

The similarity of the mortgage text over the years suggests Mr. Weld either used a standard form of copied from the previous mortgage. However, there were subtle differences as the years progressed. In May 1857, when his first mortgage was made, Mr. Weld listed Cumberland Coal & Iron Company, American Coal Company and the Allegany Mining Company as the basis for calculating freight rates. That reference remained through the mortgage made on August 15, 1857 with Samuel Lynch. But then something happened before August 29, 1857 when the mortgage with George W. Hill listed the Cumberland Coal & Iron Company, the Borden Mining Company and the Allegany Mining Company. Those three companies were mentioned in the subsequent mortgages through the May 18, 1868 mortgage with Robert Woods. Starting with the June 6, 1868 mortgage with J. H. Heck, the freight rate was to be set by "the rate payable by the large companies for a like service." We would benefit from a history of Mr. Weld's business - both the boat building and the coal brokering.

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<sup>1</sup> 1860 Census, Maryland, Allegany County, Frostburg Dist., enumerated on 8/13/1860, p. 112.

<sup>2</sup> *The Alleganian*, Cumberland, MD, newspaper, Wed. Nov. 2, 1864, p.3, Trustee's Sale, Henry D. Wineow.

<sup>3</sup> IRS Tax Assessment Lists, 1862, 63, 64, 65, & 66.

<sup>4</sup> 1870 Census, Maryland, Allegany County, Cumberland, District 12, enumerated on 8/3/1870, p. 1.

<sup>5</sup> *Herald and Torch Light*, Hagerstown, MD, newspaper, Thu. Aug. 19, 1886.

Notice that the May 28 1859 mortgage with Isaac Millatt, required the borrower to "run the Boat night & day and to work not less than four head of stock." Eight more mortgages were found which included the requirement to "use four head of stock," a "night and day stock" requirement was found in five other mortgages. The presence of the "four head of stock" or "night and day stock" requirement would suggest that Mr. Weld really wanted the coal freighted expeditiously and/or wanted the mortgage paid off quickly. While we are certain that all these mortgages were eventually released, only the one of Aug. 28, 1871 with Michael S. Zimmerman had the release written on the mortgage: Aug. 27, 1874; three years to pay for the boat, with interest.

During 1858 four mortgages permitted paying only half the accruing interest after each trip. The percent of interest was never found in any of the mortgages. Notice that the boats sold for about \$1,500 through 1863, then the price dropped to about \$1,100 until after the War. During the 1870 through 1873 time period, the price was \$2,100 to \$1,800. The decade of 1870 was also the decade wherein the Canal Company made money. The Aug. 22, 1870 mortgage with Samuel Swain included the stipulation that said Swain would not "sell, or dispose of, or lease, or mortgage said boat without the written consent of the agent of said Weld, endorsed on this instrument, before the said boat shall have been entirely paid for;" that was the only time that stipulation was found. Did Mr. Swain have a history that would require said stipulation?

Sometime in 1871 Mr. Weld took on a partner, Mr. Thomas Sheridan. Notice that in the five mortgages they made together, it was Mr. Sheridan that signed the paperwork.

The Bill of Sale by Israel Russell is out of chronological sequence and did not involve Mr. Weld. It is included to illustrate that in 1858 two used canal boats with all their furniture and apparatus sold for the price of one new boat. We have not found a date when Mr. Russell bought the boats; did he buy them new, and from whom did he buy them?

Before the flood of June 1889, the canal boats were individually owned and operated. A *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal, 1873, 1874 & 1875* is available at Lockhouse 75 for the volunteers. That Register lists the name of the several boats, their dimensions and the owner(s) of same. The names of all the within listed mortgaged boats will **not** be found in the Register because some boats were sold prior to 1873/4/5 and/or renamed, some were worn out, and a few were wrecked. But the overwhelming evidence is that, prior to the receivership period, there were boats running 24/7, as we say today. We also have a *Register of Boats Passing Lock 75 for 1875* available at the lockhouse for the volunteers. Even a cursory scan will reveal that boats were passing through Lock 75, ascending or descending, at all hours. Now we know why.

Another revelation in the data was the installment payments. Sanderlin gave a comparison of receipts and expenses of independent boatmen before the organization of the Towage Company and the boats operated by that company.<sup>6</sup> The Independent Boatmen's profit per trip was typically \$17.70 whereas for the Canal Towage Company Boats it was typically

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<sup>6</sup> Sanderlin, Walter S., *The Great National Project*, The John Hopkins Press, Baltimore, MD, p. 270.

\$30.70. Before the flood of June 1889, the independent boatmen must have made somewhat more money per trip to afford the installment payments, plus interest. Additional research will be necessary to sort that out.

This revision corrects some administrative matters.

Volunteers are encouraged to read the enclosed mortgages as their time and interest permits. Feel free to leave additional observations for the benefit of following volunteers, or contact me with your comments at: [wdbauman@visuallink.com](mailto:wdbauman@visuallink.com).

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Henry Thomas Weld Canal Boat Mortgages 1857 - 1871, Washington County, MD							
Owner's Name	Book	Page	Date Recorded	Boat's Name	Cost	1 <sup>st</sup> Install.	Subsequent
John McCoy	IN 12	401	6/12/1857	George L. Jacques	\$1,450	\$35	Same
James W Baxter	IN 12	402	6/12/1857	Carrie of Hancock	\$1,450	\$35	Same
Samuel Lynch	IN 12	535	9/4/1857	Andrew Rench	\$1,509	\$35	Same
George W Hill	IN 12	537	9/4/1857	Lilly Dale	\$1,200	\$40/10	\$30
Joseph Harrison	IN 12	570	9/24/1857	Sylvester Harrison	\$1,500	\$45/20	\$35
Van Meade	IN 12	619	10/27/1857	Dutch Hen	\$1,500	\$35	Same
John Brownley	IN 13	92	4/12/1858	Smith Herd	\$1,500	\$40/20	\$35
Joseph Noose	IN 13	94	4/12/1858	John Lavin	\$1,500	\$50/10	\$35
William E Taylor	IN 13	96	4/12/1858	Richard R. Gregory	\$1,500	\$40/10	\$35
William E Taylor	IN 13	97	4/12/1858	William E. Taylor	\$1,500	\$40/10	\$35
James Marmaduke	IN 13	99	4/12/1858	Dr. A. A. Biggs	\$1,500	\$40/10	\$35
Benjamin F. Marmaduke	IN 13	101	4/12/1858	Elie Wade	\$1,500	\$40/10	\$35
Thomas Neill	IN 13	102	5/4/1858	Ambition	\$1,400	\$45/20	\$35
John H Reid	IN 13	303	8/19/1858	Elizabeth Reid	\$1,500	\$45/20	\$34
James A Seaman	IN 13	305	8/19/1858	J. H. Grove	\$1,500	\$40/20	\$35
Levi Porter	IN 13	307	8/19/1858	C. F. Porter	\$1,500	\$40/20	\$35
Abraham Fawver	IN 13	309	9/28/1858	Mrs. A. Biggs	\$1,500	\$40/20	\$35
William E O'Byrne	IN 13	445	12/4/1858	Mary E. Stonebraker	\$1,530	\$40/20	\$35
Joseph Mc Coy	IN 13	447	12/4/1858	Mary Elizabeth Mc Coy	\$1,530	\$40/20	\$35
William M Hill	IN 13	449	12/4/1858	Albert H. Bradt	\$1,530	\$40/20	\$35
Charles Embrey	IN 13	636	12/20/1858	Amelia Stanhope	\$1,530	\$40/20	\$35
John Beard	IN 14	57	4/7/1859	Martha Jane Hull	\$1,530	\$40/20	\$35
Owen Ardinger	IN 14	97	4/16/1859	Caroline Ardinger	\$1,530	\$40/20	\$35
John H Wade	IN 14	99	4/16/1859	Major Roberson	\$1,530	\$40/20	\$35
Lawson Poffenberger	IN 14	170	5/28/1859	A. H. Poffenberger	\$1,530	\$40/20	\$35
John T O'Byrne	IN 14	193	6/15/1859	Three Sisters	\$1,530	\$40/20	\$35
Isaac Millatt	IN 14	195	6/15/1859	James W. Cross	\$1,475	\$40/20	\$35
Joseph E Thrasher	IN 15	62	9/7/1860	M. B. Bramhall	\$1,230	\$40/15	\$35
Cyrus S Moore	IN 15	122	7/16/1860	G. P. Lloyd	\$1,530	\$45/20	\$35
Josiah Hill	IN 15	228	9/21/1860	John Hill	\$1,500	\$40/20	\$35
William Brashear	IN 15	551	4/23/1861	William F. Brashear	\$1,500	\$40/20	\$35
James Marmaduke	IN 16	474	1/31/1863	Ida Marmaduke	\$1,500	\$40	Same
James Donnelly	IN 17	382	10/26/1863	Juanita	\$1,650	\$45	Same
Frederick Moudy	IN 17	449	12/2/1863	Flora Temple	\$1,300	\$50	Same
Robert Woods	LBN 2	673	5/23/1868	Plover	\$1,100	\$40/12	\$35
Dennis O'Brien	LBN 2	674	5/23/1868	Poll	\$1,250	\$40/12	\$35
Robert Woods	LBN 2	675	5/23/1868	Magpie	\$1,150	\$40/12	\$35
J. H Heck	LBN 2	730	6/15/1868	Hawk	\$1,150	\$40/12	\$35
Philip Mouse	LBN 2	731	6/15/1868	Peacock	\$1,150	\$40/12	\$35
Charles R Shaw	LBN 2	831	8/25/1868	Gen'l McClellan	\$1,500	\$40/20	\$35
Timothy Dolan	WMcKK 1	67	10/1/1868	Pearl	\$1,400	\$40/12	\$35
George Snyder	WMcKK 1	633	7/20/1869	Wm. H. Boyd	\$2,000	\$40/20	\$35
John Myers	WMcKK 1	670	8/14/1869	Thomas C. Sheridan	\$1,650	\$40/20	\$35
Thomas Donnelly	WMcKK 2	450	4/23/1870	S. S. Cunningham	\$2,100	\$40/20	\$35
Samuel McCormick	WMcKK 2	656	7/19/1870	Marlow H. Russell	\$2,100	\$40/20	\$35
John T Swain, Sr.	WMcKK 2	726	8/23/1870	William M. Hill	\$2,000	\$40/20	\$35
Lafayette Eichelberger	WMcKK 3	17	9/1/1870	Joseph Murray	\$2,100	\$50/20	\$35
Samuel Swain	WMcKK 3	19	9/1/1870	Samuel Boyer	\$2,100	\$50/20	\$35
Emanuel Hine	WMcKK 3	207	12/23/1870	Cherokee Tribe	\$2,100	\$50/20	\$40
Michael S Zimmerman	WMcKK 3	701	9/6/1871	Nathan Williams	\$1,900	\$40	Same
Benjamin Bear	WMcKK 3	703	9/6/1871	Wren	\$1,100	\$40	Same
James Marmaduke	WMcKK 4	248	12/15/1871	Jacob C. Grove	\$1,700	\$40	Same

Weld & Sheridan Canal Boat Mortgages 1873							
John W. Seaman	WMcKK 6	33	8/5/1873	Dr. Grimes	\$1,600	\$35	Same
Thomas O'Neal	WMcKK 6	75	8/28/1873	James E. Hughes	\$1,600	\$34	Sane
James R. Steward	WMcKK 6	120	9/28/1873	John H. Kindle	\$1,800	\$40	Same
Philip Mouse	WMcKK 6	132	10/7/1873	Dr. Eliason	\$1,800	\$40	Same
Charles Hetzer	WMcKK 6	152	10/23/1873	Jack E. Stanhope	\$1,600	\$35	Same

Washington County Courthouse, Hagerstown, MD, Deed Book IN 12, p 401, 6/12/1857.

At the request of Henry Thomas Weld, the following Mortgage was recorded June 12<sup>th</sup> 1857.

This Indenture, made this 23<sup>rd</sup> day of May in the year eighteen hundred and fifty-seven, between John McCoy of Washington County, State of Maryland of the first part and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said John McCoy the Canal Boat called G. L. Jacques at and for the sum of Fourteen Hundred and Fifty Dollars, of which the said McCoy has this day paid the sum of Twenty Five Dollars, and is to pay unto the said Weld and his assigns, the balance of the said purchase money, in installments of Thirty Five Dollars each, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And whereas, it was a part of said contract of purchase and sale between the said John McCoy and the said Weld, that the said John McCoy shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads, of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the American Coal Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said John McCoy hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said J. McCoy to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And whereas, the said John McCoy is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid he the said McCoy is willing to execute these presents. Now, This Indenture Witnesseth, that the said McCoy for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called George L. Jacques to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that the said John McCoy shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money, with interest as aforesaid shall be fully paid; and if the said John McCoy 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 John McCoy to make regular payments on account of said purchase money as

herein provided; or in case of failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect on the part of the said John McCoy to freight for the company or person designated by said Weld; or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said John McCoy then and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of such purchase money and interest. In witness whereof the said John McCoy hath herewith subscribed his name and affixed his seal, on the day and year first above written.

Teste: Tacitus W. Halley

John McCoy {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on the 23<sup>rd</sup> day of May 1857, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared John McCoy and acknowledged the foregoing instrument to be his act and deed.

Tacitus W. Halley, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this tenth day of June 1857 before me, the subscriber a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared John Roberts, Agent of Henry Thomas Weld, the mortgagee named in the within 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. And the said John Roberts further in like manner made oath that he is the Agent of said Henry Thomas Weld, and authorized by said mortgagee to make such affidavit.

Tacitus W. Halley, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 12, p 402, 6/12/1857.

At the request of Henry Thomas Weld, the following Mortgage was recorded June 12<sup>th</sup> 1857.

This Indenture, made this 4<sup>th</sup> day of June in the year eighteen hundred and fifty-seven, between James W. Baxter of Washington County, State of Maryland of the first part and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said J. W. Baxter the Canal Boat called Carrie of Hancock at and for the sum of Fourteen Hundred and Fifty Dollars, of which the said J. W. Baxter has this day paid the sum of Twenty Five Dollars, and is to pay unto the said Weld and his assigns, the balance of the said purchase money, in installments of Thirty Five dollars each for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And whereas, it was a part of said contract of purchase and sale between the said J. W. Baxter and the said Weld, that the said J. W. Baxter shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the American Coal Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said J. W. Baxter hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said J. W. Baxter to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And whereas, the said James W. Baxter is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid he the said J. W. Baxter is willing to execute these presents. Now, This indenture witnesseth, that the said J. W. Baxter for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Carrie of Hancock to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that the said James W. Baxter shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said James W. Baxter 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 J. W. Baxter 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 on the part of the said J. W. Baxter to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said James W. Baxter then and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of such purchase money and interest. In witness whereof the said James W. Baxter hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: T. Sponseller

James W. Baxter {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on the 4<sup>th</sup> day of June 1857, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared James W. Baxter and acknowledged the foregoing instrument to be his act and deed.

John Troxell, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this 11<sup>th</sup> day of June 1857 before me, the subscriber a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared John Roberts, Agent of Henry Thomas Weld, the mortgagee named in the within 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. And that the said John Roberts further, in like manner, made oath that he is the Agent of said Henry Thomas Weld, and authorized by said mortgagee to make such affidavit.

John Troxell, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 12, p 535, 9/4/1857.

At the request of Henry Thomas Weld, the following Mortgage was recorded September 4<sup>th</sup> 1857.

This Indenture, made this fifteenth day of August eighteen hundred and fifty-seven, between Samuel Lynch of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Samuel Lynch the Canal Boat called Andrew Rench at and for the sum of Fifteen hundred and nine dollars, which the said Lynch is to pay unto the said Weld and his assigns, in installments of Thirty five dollars each, for every trip, made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire amount of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And whereas, it was a part of said contract of purchase and sale between the said Samuel Lynch and the said Weld, that the said Samuel Lynch shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the American Coal Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Samuel Lynch hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Samuel Lynch to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And whereas, the said Samuel Lynch is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid he the said Samuel Lynch is willing to execute these presents. Now, This indenture Witnesseth, that the said Samuel Lynch for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Andrew Rench to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that the said Samuel Lynch shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Samuel Lynch 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 Samuel Lynch 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 on the part of the said Samuel Lynch to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Samuel Lynch, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In witness whereof the said Samuel Lynch hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Jr. W. Craig

Samuel Lynch {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this fifteenth day of August 1857, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Samuel Lynch and acknowledged the foregoing instrument to be his act and deed.

John Troxell, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this third day of September eighteen hundred and fifty seven before me, the subscriber a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Walter Martin, Agent of Henry Thomas Weld, the mortgagee named in the within 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; and the said Walter Martin further, in like manner, made oath that he is the Agent of said Henry Thomas Weld, and authorized by said mortgagee to make such affidavits.

John Troxell, J.P.



Washington County Courthouse, Hagerstown, MD, Deed Book IN 12, p 537, 9/4/1857.

At the request of Henry Thomas Weld, the following Mortgage was recorded September 4<sup>th</sup> 1857.

This Indenture, made this 29<sup>th</sup> day of August eighteen hundred and fifty-seven, between George W. Hill of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said G. W. Hill the Canal Boat called the Lilly Dale at and for the sum of Twelve hundred Dollars, which the said G. W. Hill is to pay unto the said Weld and his assigns, in installments of Forty dollars each, for the first ten trips, and thirty dollars for every subsequent trip 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 or purchase and sale between the said G. W. Hill and the said Weld, that the said G. W. Hill shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said G. W. Hill hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with Coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said G. W. Hill to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said George W. Hill is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid he the said G. W. Hill is willing to execute these presents. Now, This indenture Witnesseth, that the said G. W. Hill for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Lilly Dale to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said George W. Hill shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said G. W. Hill 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 G. W. Hill 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 on the part of the said G. W. Hill to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said G. W. Hill, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said George W. Hill hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: T. Sponseller

G. W. Hill {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 29<sup>th</sup> day of August 1857, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared George W. Hill and acknowledged the foregoing instrument to be his act and deed.

John Troxell, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this 8<sup>th</sup> day of September 1857 before me, the subscriber a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Walter Martin, Agent of Henry Thomas Weld, the Mortgagee named in the within 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; and that the said Walter Martin further, in like manner, is the Agent of said Henry Thomas Weld, and authorized by said Mortgagee to make such affidavit.

John Troxell, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 12, p 570, 9/24/1857.

At the request of Henry Thomas Weld, the following Mortgage was recorded September 24<sup>th</sup> 1857.

This Indenture, made this fifteenth day of September eighteen hundred and fifty-seven, between Joseph Harrison of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has sold to the said Joseph Harrison the Canal Boat called the Sylvester Harrison at and for the sum of Fifteen hundred dollars, which the said Harrison is to pay unto the said Weld and his assigns, in installments of forty five dollars each, for the first twenty trips, and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And whereas, it was a part of said contract of purchase and sale between the said Harrison and the said Weld, that the said Harrison shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Harrison hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with Coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Harrison to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Joseph Harrison is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid of the said Harrison is willing to execute these presents. Now, This indenture Witnesseth, that the said Harrison for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Sylvester Harrison to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Harrison shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Harrison 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 Harrison 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 on the part of the said Harrison to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Harrison, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Joseph Harrison hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Daniel H. Myers, Jacob Myers, Jr.

Joseph Harrison {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this fifteenth day of September 1857, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Joseph Harrison and acknowledged the foregoing instrument to be his act and deed.

Daniel H. Myers, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this twenty third of September 1857 before me, the subscriber a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Walter Martin, Agent of Henry Thomas Weld, the Mortgagee named in the within 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; and that the said Walter Martin further, in like manner made oath, that he is the Agent of said Henry Thomas Weld, and authorized by said Mortgagee to make such affidavit. Sworn before:

John Troxell, J.P. {Seal}

Washington County Courthouse, Hagerstown, MD, Deed Book IN 12, p 619, 10/27/1857.

At the request of Henry Thomas Weld, the following Mortgage was recorded October 27<sup>th</sup> 1857.

This Indenture, made this 5<sup>th</sup> day of October eighteen hundred and fifty-seven, between Van Meade of Washington County, State of Maryland of the one part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Van Meade the Canal Boat called the Dutch Hen at and for the sum of Fifteen hundred dollars, which the said Meads is to pay unto the said Weld and his assigns, in installments of thirty five dollars each, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Van Meade and the said Weld, that the said Van Meade shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Van Meade hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Van Meade to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Van Meade is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid of the said Van Meade is willing to execute these presents. Now, This indenture Witnesseth, that the said Van Meade for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Dutch Hen to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Van Meade shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Van Meade 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 Van Meade 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 on the part of the said Van Meade to freight for the Company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Van Meade, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Van Meade hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste:

Van Meade {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 5<sup>th</sup> day of October 1857, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Van Meade and acknowledged the foregoing instrument to be his act and deed.

Acknowledged before:

Owen McClain, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this twenty fourth day of October 1857 before me, the subscriber a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Thomas Sheridan, Agent of Henry Thomas Weld, the Mortgagee in the within 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; and that the said Thomas Sheridan further, in like manner made oath, that he is the Agent of said Henry Thomas Weld, and authorized by said Mortgagee to make such affidavit.

Sworn before:

John Troxell, J.P.

The Canal Boat *Dutch Hen* was sold at public auction on Sept. 8, 1862 in front of J. W. Magruder's store.<sup>7</sup>

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<sup>7</sup> *Civilian & Telegraph*, Cumberland, Md., newspaper, Thursday, 8/28/1862, p. 2.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 92, 4/12/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded April 12<sup>th</sup> 1858.

This Indenture, made this 7<sup>th</sup> day of April eighteen hundred and fifty-eight, between John Brownley of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Brownley the Canal Boat called the Smith Herd at and for the sum of Fifteen hundred dollars, which the said Brownley is to pay unto the said Weld and his assigns, in installments of forty dollars each, for the first twenty trips and thirty five dollars each for every subsequent trip, interest to be paid regularly at each trip, made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Brownley and the said Weld, that the said Brownley shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Brownley hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Brownley to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Brownley is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid of the said Brownley is willing to execute these presents. Now, This indenture Witnesseth, that the said Brownley for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Smith Herd; to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Brownley shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Brownley 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 Brownley 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 on the part of the said Brownley to freight for the Company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Brownley, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Brownley hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Joseph Murray

John Brownley {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 7<sup>th</sup> day of April 1858, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared John Brownley and acknowledged the foregoing instrument to be his act and deed.

John Troxell, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this 10<sup>th</sup> day of April 1858 before the subscriber, a Justice of the Peace of the said State, in and for the county aforesaid, personally appeared Jos. J. Graham, Agent of Henry T. Weld, the Mortgagee named in the within 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; and that the said Jos. J. Graham further, in like manner made oath, that he is the Agent of said Henry T. Weld, and authorized by said Mortgagee to make such affidavit.

Sworn before:

John Troxell, J.P.



Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 94, 4/12/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded April 12<sup>th</sup> 1858.

This Indenture, made this 8<sup>th</sup> day of April eighteen hundred and fifty-eight, between Jos. Noose of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Noose the Canal Boat called the John Lavin at and for the sum of Fifteen hundred dollars, which the said Jos. Noose is to pay unto the said Weld and his assigns, in installments of fifty dollars each, for the first ten trips and thirty five dollars each for every subsequent trip, the whole amount bearing interest from the 1<sup>st</sup> day of September 1857, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Jos. Noose and the said Weld, that the said Jos. Noose shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Jos. Noose hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Jos. Noose to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Jos. Noose is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid of the said Jos. Noose is willing to execute these presents. Now, this Indenture Witnesseth, that the said Jos. Noose for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called John Lavin; to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Jos. Noose shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Jos. Noose 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 Jos. Noose 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 on the part of the said Jos. Noose to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Jos. Noose, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Jos. Noose hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

his

Teste: Joseph Murray

Joseph x Noose {Seal}  
mark

State of Maryland, Washington County, to wit: I hereby certify that on this 8<sup>th</sup> day of April 1858, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Joseph Noose and acknowledged the foregoing instrument to be his act and deed.

John Troxell, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this 10<sup>th</sup> day of April 1858 before me the subscriber, a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Jos. J. Graham, Agent of Henry Thomas Weld, the mortgagee named in the within 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; and that the said Jos. J. Graham further, in like manner made oath, that he is the Agent of said Henry Thomas Weld, and authorized by said mortgagee to make such affidavit.

Sworn before:

John Troxell, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 96, 4/12/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded April 12<sup>th</sup> 1858.

This Indenture, made this 27<sup>th</sup> day of March eighteen hundred and fifty-eight, between William Taylor of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said William Taylor the Canal Boat called the Rich. R. Gregory at and for the sum of Fifteen hundred dollars, which the said Taylor is to pay unto the said Weld and his assigns, in installments of forty dollars each, for the first ten trips and thirty five dollars each for every subsequent trip, with half the interest accruing to be paid regularly at each trip from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Taylor and the said Weld, that the said Taylor shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Taylor hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said William Taylor to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said William Taylor is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid of the said William Taylor is willing to execute these presents. Now, this Indenture Witnesseth, that the said William Taylor for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Richard R. Gregory; to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said William Taylor shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said William Taylor 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 William Taylor 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 on the part of the said William Taylor to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said William Taylor, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said William Taylor hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: R. Gregory, David Doneven

William E. Taylor {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 27<sup>th</sup> day of March 1858, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared William Taylor and acknowledged the foregoing instrument to be his act and deed.

Troxell, J.P.

John

State of Maryland, Washington County, to wit: I hereby certify that on this day 10<sup>th</sup> of April 1858 before me the subscriber, a Justice of the Peace of the said State, in and for the county aforesaid, personally appeared Jos. J. Graham, Agent of Henry T. Weld, the mortgagee named in the within 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; and that the said Jos. J. Graham further, in like manner made oath, that he is the Agent of said Henry Thomas Weld, and authorized by said mortgagee to make such affidavit.

Sworn before:

John Troxell, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 97, 4/12/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded April 12<sup>th</sup> 1858.

This Indenture, made this 27<sup>th</sup> day of March eighteen hundred and fifty-eight, between William Taylor of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said William Taylor the Canal Boat called the William E. Taylor at and for the sum of Fifteen hundred dollars, which the said Taylor is to pay unto the said Weld and his assigns, in installments of forty dollars each, for the first ten trips and thirty five dollars each for every subsequent trip, with half the accruing interest to be paid regularly at each trip from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said William Taylor and the said Weld, that the said William Taylor shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said William Taylor hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said William Taylor to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said William Taylor is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid of the said William Taylor is willing to execute these presents. Now, this Indenture Witnesseth, that the said William Taylor for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called William E. Taylor to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said William Taylor shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said William Taylor 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 William Taylor 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 on the part of the said William Taylor to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said William Taylor, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said William Taylor hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: R. Gregory, David Doneven

William E. Taylor {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 27<sup>th</sup> day of March 1858, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared William E. Taylor and acknowledged the foregoing instrument to be his act and deed.

Troxell, J.P.

John

State of Maryland, Washington County, to wit: I hereby certify that on this day 10<sup>th</sup> of April 1858 before me the subscriber, a Justice of the Peace of the said State, in and for the county aforesaid, personally appeared Jos. J. Graham, Agent of Henry T. Weld, the mortgagee named in the within 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; and that the said Jos. J. Graham further, in like manner made oath, that he is the Agent of said Henry Thomas Weld, and authorized by said mortgagee to make such affidavit.

Sworn before:

John Troxell, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 99, 4/12/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded April 12<sup>th</sup> 1858.

This Indenture, made this 7<sup>th</sup> day of April eighteen hundred and fifty-eight, between James Marmaduke of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Marmaduke the Canal Boat called the Dr. A. A. Biggs at and for the sum of Fifteen hundred dollars, which the said Marmaduke is to pay unto the said Weld and his assigns, in installments of forty dollars each, for the first ten trips and thirty five dollars each for every subsequent trip, and half the accruing interest to be paid regularly at each trip from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Marmaduke and the said Weld, that the said Marmaduke shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Marmaduke hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Marmaduke to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Marmaduke is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid of the said Marmaduke is willing to execute these presents. Now, this Indenture Witnesseth, that the said Marmaduke for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Dr. A. A. Biggs to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Marmaduke shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Marmaduke 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 Marmaduke 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 on the part of the said Marmaduke to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Marmaduke, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Marmaduke hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Elisha Miles

his  
James x Marmaduke {Seal}  
mark

State of Maryland, Washington County, to wit: I hereby certify that on this 7<sup>th</sup> day of April 1858, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared James Marmaduke and acknowledged the foregoing instrument to be his act and deed.

John Troxell, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this day 10<sup>th</sup> of April 1858 before me the subscriber, a Justice of the Peace of the said State, in and for the county aforesaid, personally appeared Jos. J. Graham, Agent of Henry T. Weld, the mortgagee named in the within 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; and that the said Jos. J. Graham further, in like manner made oath, that he is the Agent of said Henry Thomas Weld, and authorized by said mortgagee to make such affidavit.

Sworn before:

John Troxell, J.P.



Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 101, 4/12/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded April 12<sup>th</sup> 1858.

This Indenture, made this 7<sup>th</sup> day of April eighteen hundred and fifty-eight, between Benjamin Marmaduke of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Marmaduke the Canal Boat called the Elie Wade at and for the sum of Fifteen hundred dollars, which the said Marmaduke has this day paid the sum of \_\_\_\_ Dollars, and is to pay unto the said Weld and his assigns, the balance of the said purchase money in installments of forty dollars each, for the first ten trips and thirty five dollars each for every subsequent trip, with half the accruing interest to be paid regularly from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Marmaduke and the said Weld, that the said Marmaduke shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Marmaduke hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Marmaduke to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Marmaduke is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid of the said Marmaduke is willing to execute these presents. Now, this Indenture Witnesseth, that the said Marmaduke for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Elie Wade to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Marmaduke shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Marmaduke 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 Marmaduke 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 on the part of the said Marmaduke to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Marmaduke, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Marmaduke hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Pat. Condy, Joseph Murray

Benjamin F. Marmaduke {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 7<sup>th</sup> day of April 1858, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Benjamin Marmaduke and acknowledged the foregoing instrument to be his act and deed.

John Troxell, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this 10<sup>th</sup> day of April 1858, before me the subscriber, a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Jos. J. Graham, Agent of Henry T. Weld, the Mortgagee named in the within 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; and that the said Jos. J. Graham further, in like manner made oath, that he is Agent of said Henry Thomas Weld, and authorized by said Mortgagee to make such affidavit.

Sworn before:

John Troxell, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 102, 5/4/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded May 4<sup>th</sup> 1858.

This Indenture, made this 23<sup>rd</sup> day of April eighteen hundred and fifty-eight, between Thomas Neill of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Thomas Neill the Canal Boat called Ambition at and for the sum of Fourteen hundred dollars, which the said Thomas Neill is to pay unto the said Weld and his assigns, in installments of Forty five dollars each, for the first twenty trips and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Thomas Neill and the said Weld, that the said Thomas Neill shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Thomas Neill hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty-four hours of the boat being reported by the captain as ready to receive her load, then the said Thomas Neill to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Thomas Neill is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid of the said Thomas Neill is willing to execute these presents. Now, this Indenture Witnesseth, that the said Thomas Neill for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Ambition to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Thomas Neill shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Thomas Neill 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 Thomas Neill to make regular payments on account of said purchase money, as herein



Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 303, 8/19/1858.

At the request of Henry T. Weld, the following Mortgage was recorded August 19<sup>th</sup> 1858.

This Indenture, made this 2<sup>nd</sup> day of August eighteen hundred and fifty-eight, between John H Reid of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said J. H. Reid the Canal Boat called Elizabeth Reid at and for the sum of fifteen hundred dollars, which the said J. H. Reid is to pay unto the said Weld and his assigns, in installments of Forty five dollars each, for the first twenty trips and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said J. H. Reid and the said Weld, that the said J. H. Reid shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said J. H. Reid hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said J. H. Reid to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said J. H. Reid is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid of the said J. H. Reid is willing to execute these presents. Now, this Indenture Witnesseth, that the said J. H. Reid for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Elizabeth Reid to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said J. H. Reid shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said J. H. Reid 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 J. H. Reid 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 on the part of the said J. H. Reid to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said Boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said J. H. Reid, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said John H. Reid hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste:

John H. Reid {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 2<sup>nd</sup> day of August 1858, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared John H Reid and acknowledged the foregoing instrument to be his act and deed.

Sworn before:

John Lavin

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified , that on this 2<sup>nd</sup> day of August 1858, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared John H. Reid the mortgagee in the forgoing 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.

John Lavin, J. P.

State of Maryland, Washington County, to wit: I hereby certify that on this 16<sup>th</sup> day of August 1858, before the subscriber, a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Walter Martin, Agent of Henry Thomas Weld, the Mortgagee named in the within 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; and that the said Walter Martin further, in like manner, made oath, that he is Agent of said Henry Thomas Weld, and authorized by said Mortgagee to make such affidavit.

Walter Martin

John Troxell, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 305, 8/19/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded August 19<sup>th</sup> 1858.

This Indenture, made this 14<sup>th</sup> day of August eighteen hundred and fifty-eight, between James A. Seaman of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Seaman the Canal Boat called J. H. Grove at and for the sum of Fifteen hundred dollars, which the said Seaman is to pay unto the said Weld and his assigns, the balance of the said purchase money, in installments of Forty dollars each, for the first twenty trips and thirty five dollars each, for every subsequent trip with the interest at each trip from the beginning or every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said J. A. Seaman and the said Weld, that the said J. A. Seaman shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said J. A. Seaman hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said J. A. Seaman to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said James A. Seaman is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid of the said J. A. Seaman is willing to execute these presents. Now, this Indenture Witnesseth, that the said J. A. Seaman for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called J. H. Grove to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said J. A. Seaman shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said J. A. Seaman 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 J. A. Seaman 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 on the part of the said J. A. Seaman to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said Boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said J. A. Seaman, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said James A. Seaman hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: F. Sponseller

Thomas[sic] A. Seaman {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 14<sup>th</sup> day of August 1858, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared James A. Seaman and acknowledged the foregoing instrument to be his act and deed.

Sworn before:

John Troxell, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this 16<sup>th</sup> day of August 1858, before the subscriber, a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Walter Martin, Agent of Henry Thomas Weld, the Mortgagee named in the within 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; and that the said Walter Martin further, in like manner, made oath, that he is Agent of said Henry Thomas Weld, and authorized by said Mortgagee to make such affidavit.

Walter Martin

John Troxell, J.P.



Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 307, 8/19/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded August 19<sup>th</sup> 1858.

This Indenture, made this 11<sup>th</sup> day of August eighteen hundred and fifty-eight, between Levi Porter of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said L. Porter the Canal Boat called C. F. Porter at and for the sum of Fifteen hundred dollars, which the said Porter and is to pay unto the said Weld and his assigns, the said purchase money, in installments of Forty dollars each, for the first twenty trips and thirty five dollars each, for every subsequent trip with interest paid regularly at each trip from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said L. Porter and the said Weld, that the said L. Porter shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said L. Porter hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said L. Porter to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Levi Porter is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid of the said Levi Porter is willing to execute these presents. Now, this Indenture Witnesseth, that the said Levi Porter for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called C. F. Porter to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said L. Porter shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said L. Porter 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 L. Porter 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 on the part of the said L. Porter to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said Boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said L. Porter, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Levi Porter hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: O. McClain, Jos. Farrow

Levi Porter {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 11<sup>th</sup> day of August 1858, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Levi Porter and acknowledged the foregoing instrument to be his act and deed.

Sworn before:

O. McClain, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this 16<sup>th</sup> day of August 1858, before the subscriber, a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Walter Martin, Agent of Henry Thomas Weld, the Mortgagee named in the within 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; and that the said Walter Martin further, in like manner, made oath, that he is Agent of said Henry Thomas Weld, and authorized by said Mortgagee to make such affidavit.

Walter Martin

John Troxell, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 309, 9/28/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded September 28<sup>th</sup> 1858.

This Indenture, made this 23<sup>rd</sup> day of September eighteen hundred and fifty-eight, between Abraham Fawver of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Fawver the Canal Boat called Mrs. A. Biggs at and for the sum of Fifteen hundred dollars, which the said Fawver and is to pay unto the said Weld and his assigns, the balance of said purchase money, in installments of Forty dollars each, for the first twenty trips and thirty five dollars each, for every subsequent trip with interest paid regularly at each trip from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Fawver and the said Weld, that the said Fawver shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Fawver hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Fawver to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Abraham Fawver is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid of the said Fawver is willing to execute these presents. Now, this Indenture Witnesseth, that the said Fawver for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Mrs. A. Biggs to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Fawver shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Fawver 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 Fawver 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 on the part of the said Fawver to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Fawver, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Abraham Fawver hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Charles Barton

his  
Abraham x Fawver {Seal}  
mark

State of Maryland, Washington County, to wit: I hereby certify that on this 23<sup>rd</sup> day of September 1858, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Abraham Fawver and acknowledged the foregoing instrument to be his act and deed.

Acknowledged before:

John Troxell, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this 25<sup>th</sup> day of September 1858, before the subscriber, a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Joseph A. Cahill, Agent of Henry Thomas Weld, the Mortgagee named in the within 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; and that the said Joseph A. Cahill further, in like manner, made oath, that he is Agent of said Henry Thomas Weld, and authorized by said Mortgagee to make such affidavit.

Walter Martin

Thomas Boteler, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 445, 12/4/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded December 4<sup>th</sup> 1858.

This Indenture, made this 27<sup>th</sup> day of November eighteen hundred and fifty-eight, between William E. O'Byrne of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Wm. E. O'Byrne the Canal Boat called Mary E. Stonebraker at and for the sum of Fifteen hundred and thirty dollars, which the said Wm. E. O'Byrne and is to pay unto the said Weld and his assigns, in installments of Forty dollars each, for the first twenty trips and thirty five dollars each, for every subsequent, full interest to be paid at each trip from the beginning for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said W. E. O'Byrne and the said Weld, that the said W. E. O'Byrne shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said W. E. O'Byrne hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said W. E. O'Byrne to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said W. E. O'Byrne is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid of the said Wm. E. O'Byrne is willing to execute these presents. Now, this Indenture Witnesseth, that the said Wm. E. O'Byrne for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Mary E. Stonebraker to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Wm. E. O'Byrne shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Wm. E. O'Byrne 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 Wm. E. O'Byrne 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 on the part of the said Wm. E. O'Byrne to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Wm. E. O'Byrne, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said William E. O'Byrne hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Andrew Gonder, Thomas Sheridan

Wm. E. O'Byrne {Seal}

State of Maryland, Allegany County, to wit: I hereby certify, that on this 27<sup>th</sup> day of November 185[8], before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared William E. O'Byrne 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 27<sup>th</sup> day of November 1858, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany county, personally appeared Henry Thomas Weld, 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 Andrew Gonder Esquire, before whom the acknowledgement was made, and whose genuine signature appears thereto, was at the time thereof, one of the Justices of the Peace of the said State, in and for the county aforesaid, duly commissioned and qualified.

In Testimony whereof, I herewith subscribe my name and affix the Seal for the Circuit Court for said County, at Cumberland, this third day of December 1858.

{Seal}

Horace Resley, Clerk  
of the Circuit Court for Allegany County

Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 447, 12/4/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded December 4<sup>th</sup> 1858.

This Indenture, made this 26<sup>th</sup> day of November eighteen hundred and fifty-eight, between Joseph McCoy of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Joseph McCoy the Canal Boat called Mary Elizabeth McCoy at and for the sum of Fifteen hundred and thirty dollars, which the said Joseph McCoy and is to pay unto the said Weld and his assigns, in installments of Forty dollars each, for the first twenty trips and thirty five dollars each, for every subsequent trip full interest to be paid at each trip regularly from the beginning for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said McCoy and the said Weld, that the said McCoy shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said McCoy hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said McCoy to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Joseph McCoy is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Joseph McCoy is willing to execute these presents. Now, this Indenture Witnesseth, that the said Joseph McCoy for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Mary Elizabeth McCoy to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Joseph McCoy shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Joseph McCoy 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 Joseph McCoy 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 on the part of the said Joseph McCoy to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Joseph McCoy, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Joseph McCoy hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Andrew Gonder, Thomas Sheridan

Joseph McCoy {Seal}

State of Maryland, Allegany County, to wit: I hereby certify, that on this 26<sup>th</sup> day of November 1858, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Joseph McCoy 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 27<sup>th</sup> day of November 1858, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany county, personally appeared Henry Thomas Weld, 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 Andrew Gonder Esquire, before whom the acknowledgement was made, and whose genuine signature appears thereto, was at the time thereof, one of the Justices of the Peace of the said State, in and for the county aforesaid, duly commissioned and qualified.

In Testimony whereof, I herewith subscribe my name and affix the Seal for the Circuit Court for said County, at Cumberland, this third day of December 1858.

{Seal}

Horace Resley, Clerk  
of the Circuit Court for Allegany County



Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 449, 12/4/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded December 4<sup>th</sup> 1858.

This Indenture, made this 23<sup>rd</sup> day of November eighteen hundred and fifty-eight, between William M. Hill of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said William M. Hill the Canal Boat called Albert H. Bradt at and for the sum of Fifteen hundred and thirty dollars, which the said [William M. Hill] is to pay unto the said Weld and his assigns, the balance of the purchase money, in installments of Forty dollars each, for the first twenty trips and thirty five dollars each, for every subsequent trip, full interest to be paid at each trip regularly from the beginning for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Hill and the said Weld, that the said Hill shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Hill hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Hill to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Hill is anxious to secure [unto] the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Hill is willing to execute these presents. Now, this Indenture Witnesseth, that the said William M. Hill for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Albert H. Bradt to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Hill shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Hill 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 Hill 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 on the part of the said Hill to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Hill, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said William M. Hill hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Andrew Gonder, Thomas Sheridan

William M. Hill {Seal}

State of Maryland, Allegany County, to wit: I hereby certify, that on this 23<sup>rd</sup> day of November 1858, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared William M. Hill 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 24<sup>th</sup> day of November 1858, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany county, personally appeared Henry Thomas Weld, 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 Andrew Gonder Esquire, before whom the acknowledgement was made, and whose genuine signature appears thereto, was at the time thereof, one of the Justices of the Peace of the said State, in and for the county aforesaid, duly commissioned and qualified.

In Testimony whereof, I herewith subscribe my name and affix the Seal for the Circuit Court for said County, at Cumberland, this third day of December 1858.

{Seal}

Horace Resley, Clerk  
of the Circuit Court for Allegany County

Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 636, 12/20/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded December 20<sup>th</sup> 1858.

This Indenture, made this Third day of December eighteen hundred and fifty-eight, between Charles Embrey of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Embrey the Canal Boat called Amelia Stanhope at and for the sum of Fifteen hundred and thirty dollars, which the said Embrey is to pay unto the said Weld and his assigns, the balance of the purchase money, in installments of Forty dollars each, for the first twenty trips and thirty five dollars each, for every subsequent trip, full interest to be paid at each trip regularly from the beginning for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Embrey and the said Weld, that the said Embrey shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Embrey hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Embrey to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Charles Embrey is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Embrey is willing to execute these presents. Now, this Indenture Witnesseth, that the said Embrey for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Amelia Stanhope to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Embrey shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Embrey 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 Embrey 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 on the part of the said Embrey to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Embrey, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Embrey hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: J. Cook

Charles Embrey {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this third day of December 1858, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Charles Embrey and acknowledged the foregoing instrument to be his act and deed.

J. Cook, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified, that on this 11<sup>th</sup> day of December 1858, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany county, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, 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, Washington County, to wit: I hereby certify that John Cook Esquire, before whom the above annexed acknowledgement was 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 elected, commissioned and qualified. In Testimony whereof, I herewith subscribe my name and affix the Seal for the Circuit Court for said County, at Cumberland, this 3<sup>rd</sup> day of December 1858.

{Seal}

Isaac Nesbitt, Clerk  
of the Circuit Court for Allegany County

State of Maryland, Allegany County, to wit: I hereby certify that Andrew Gonder Esquire, before whom the annexed acknowledgement was made, and whose genuine signature appears thereto, was at the time thereof, an Acting Justice of the Peace of the said State in and for the county aforesaid, duly commissioned and qualified.

In Testimony whereof, I hereunto subscribe my name and affix the Seal for the Circuit Court for said County, at Cumberland, this 17<sup>th</sup> day of December 1858.

H. Resley, Clerk  
of the Circuit Court for Allegany County

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 14, p 57, 4/7/1859.

At the request of Henry Thomas Weld, the following Mortgage was recorded April 7<sup>th</sup> 1859.

This Indenture, made this 24<sup>th</sup> day of March eighteen hundred and fifty-nine, between John Beard of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Beard the Canal Boat called Martha Jane Hull at and for the sum of Fifteen hundred and thirty dollars, which the said Beard is to pay unto the said Weld and his assigns, in installments of Forty dollars each, for the first twenty trips, with interest, then thirty five dollars each, for every subsequent trip with interest, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Beard and the said Weld, that the said Beard shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Beard hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Beard to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Beard is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Beard is willing to execute these presents. Now, this Indenture Witnesseth, that the said Beard for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Martha Jane Hull to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Beard shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Beard 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 Beard 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 on the part of the said Beard to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Beard, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said John Beard hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Andrew Gonder, Thomas Sheridan

John Beard {Seal}

State of Maryland, Allegany County, to wit: I hereby certify, that on this 24<sup>th</sup> day of March 1859, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared John Beard 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 28<sup>th</sup> day of March 1859, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany county, personally appeared Henry Thomas Weld, 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.]



Washington County Courthouse, Hagerstown, MD, Deed Book IN 14, p 97, 4/16/1859.

At the request of Henry Thomas Weld, the following Mortgage was recorded April 16<sup>th</sup> 1859.

This Indenture, made this 29<sup>th</sup> day of March eighteen hundred and fifty-nine, between Owen Ardinger of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Ardinger the Canal Boat called Caroline Ardinger at and for the sum of Fifteen hundred and thirty dollars, which the said Ardinger is to pay unto the said Weld and his assigns, in installments of Forty dollars each, for the first twenty trips with interest, and thirty five dollars each for every subsequent trip with interest, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Ardinger and the said Weld, that the said Ardinger shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Ardinger hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Ardinger to have the right of loading wherever he chooses for that trip; Provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Ardinger is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Ardinger is willing to execute these presents. Now, this Indenture Witnesseth, that the said Ardinger for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Caroline Ardinger to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Ardinger shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Ardinger 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 Ardinger 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 on the part of the said Ardinger to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Ardinger, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Owen Ardinger hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: And'w Gonder, G. J. Grehan

Owen Ardinger {Seal}

State of Maryland, Allegany County, to wit: I hereby certify, that on this 29<sup>th</sup> day of March 1859, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Owen Ardinger and acknowledged the aforesaid instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified, that on this 3<sup>rd</sup> day of April 1859, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany county, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the aforesaid mortgage is true and bona fide, as herein set forth. 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 Andrew Gonder Esquire before whom the Affidavit was made, and whose genuine signature appears thereto, was at the time thereof, a Justice of the Peace of the said State in and for the county aforesaid, duly commissioned and qualified.

In testimony whereof, I herewith subscribe my name and affix the Seal of the Circuit Court for said County, at Cumberland, this 15<sup>th</sup> day of April 1859.

{Seal}

Horace Resley, Clerk  
of the Circuit Court for Allegany County

Washington County Courthouse, Hagerstown, MD, Deed Book IN 14, p 99, 4/16/1859.

At the request of Henry Thomas Weld, the following Mortgage was recorded April 16<sup>th</sup> 1859.

This Indenture, made this 31<sup>st</sup> day of March eighteen hundred and fifty-nine, between John H. Wade of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Wade the Canal Boat called Major Roberson at and for the sum of Fifteen hundred and thirty dollars, which the said Wade is to pay unto the said Weld and his assigns, in installments of forty dollars each, for the first twenty trips with full interest, and thirty five dollars each for every subsequent trip with full interest, all interest to be paid regularly at each trip from the beginning for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Wade and the said Weld, that the said Wade shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Wade hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Wade to have the right of loading wherever he chooses for that trip; Provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Wade is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Wade is willing to execute these presents. Now, this Indenture Witnesseth, that the said Wade for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Major Roberson, to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Wade shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Wade 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 Wade 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 on the part of the said Wade to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Wade, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Wade hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Andrew Gonder, Thomas Sheridan

John H. Wade {Seal}

State of Maryland, Allegany County, to wit: I hereby certify, that on this 31<sup>st</sup> day of March 1859, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared John H. Wade and acknowledged the foregoing instrument to be his act and deed.  
And'w Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified, that on this 5<sup>th</sup> day of April 1859, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany county, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, 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 Andrew Gonder Esquire before whom the Affidavit was made, and whose genuine signature appears thereto, was at the time thereof, a Justice of the Peace of the said State in and for the county aforesaid, duly commissioned and qualified.

In testimony whereof, I hereunto subscribe my name and affix the Seal for the Circuit Court for said County, at Cumberland, this 15<sup>th</sup> day of April 1859.

{Seal}

Horace Resley, Clerk  
of the Circuit Court for Allegany County

Washington County Courthouse, Hagerstown, MD, Deed Book IN 14, p 170, 5/28/1859.

At the request of Henry Thomas Weld, the following Mortgage was recorded May 28<sup>th</sup> 1859.

This Indenture, made this 19<sup>th</sup> day of May eighteen hundred and fifty-nine, between Lawson Poffenberger of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Poffenberger the Canal Boat called A. H. Poffenberger at and for the sum of Fifteen hundred and thirty dollars, which the said Poffenberger is to pay unto the said Weld and his assigns, in installments of forty dollars each, for the first twenty trips with full interest, and thirty five dollars each for every subsequent trip with full interest, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Poffenberger and the said Weld, that the said Poffenberger shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Poffenberger hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Poffenberger to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Poffenberger is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Poffenberger is willing to execute these presents. Now, this Indenture Witnesseth, that the said Poffenberger for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called A. H. Poffenberger, to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Poffenberger shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Poffenberger 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

Poffenberger 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 on the part of the said Poffenberger to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Poffenberger, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Lawson Poffenberger hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Henry McKeoh

Lawson W. Poffenberger {Seal}

State of Maryland, Allegany County, to wit: I hereby certify, that on this 19<sup>th</sup> day of May 1859, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Lawson Poffenberger and acknowledged the foregoing instrument to be his act and deed.  
Henry McKeoh,  
J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified, that on this day of 19<sup>th</sup> [May] 1859, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany county, personally appeared Henry Thomas Weld, 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.  
Henry  
McKeoh, J.P.

Maryland, Allegany County, to wit: I hereby certify that Henry McKeoh Esquire before whom the within acknowledgement and affidavit was made, and who has thereto subscribed his name is a Justice of the Peace of the State of Maryland, in and for Allegany County, duly commissioned and qualified.

In testimony whereof, I hereunto subscribe my name and affix the Seal for the Circuit Court for Allegany County, at Cumberland, the 27<sup>th</sup> day of May 1859.

{Seal}

H. Resley, Clerk

Washington County Courthouse, Hagerstown, MD, Deed Book IN 14, p 193, 6/15/1859.

At the request of Henry Thomas Weld, the following Mortgage was recorded June 15<sup>th</sup> 1859.

This Indenture, made this 4<sup>th</sup> day of June eighteen hundred and fifty-nine, between John T. O'Byrne of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said O'Byrne the Canal Boat called Three Sisters at and for the sum of Fifteen hundred and thirty dollars, which the said O'Byrne is to pay unto the said Weld and his assigns, in installments of forty dollars each, for the first twenty trips with interest paid at each trip, and thirty five dollars each for every subsequent trip, with interest to be paid at each trip regularly from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said O'Byrne and the said Weld, that the said O'Byrne shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said O'Byrne hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said O'Byrne to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said O'Byrne is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said O'Byrne is willing to execute these presents. Now, this Indenture Witnesseth, that the said O'Byrne for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Three Sisters, to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said O'Byrne shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said O'Byrne 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 O'Byrne 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 on the part of the said O'Byrne to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said O'Byrne, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said John T. O'Byrne hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Henry McKeon

John T. O'Byrne {Seal}

State of Maryland, Allegany County, to wit: I hereby certify, that on this 4<sup>th</sup> day of June 1859, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared John T. O'Byrne and acknowledged the foregoing instrument to be his act and deed.

Henry McKeon, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified, that on this day of fourth day of June 1859, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany county, personally appeared Henry Thomas Weld, 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.

Henry McKeon,

J.P.

Maryland, Allegany County, to wit: I hereby certify that Henry McKeon Esquire before whom the within affidavit & acknowledgement was made, and who has thereto subscribed his name was at the time thereof, and still is a Justice of the Peace of the State of Maryland, in and for Allegany County, duly commissioned and sworn.

In testimony whereof, I hereunto subscribe my name and affix the Seal of the Circuit Court for Allegany County, at Cumberland, the 4<sup>th</sup> day of June 1859.

{Seal}

H. Resley, Clerk



Washington County Courthouse, Hagerstown, MD, Deed Book IN 14, p 195, 6/15/1859.

At the request of Henry Thomas Weld, the following Mortgage was recorded June 15<sup>th</sup> 1859.

This Indenture, made this 28<sup>th</sup> day of May eighteen hundred and fifty-nine, between Isaac Millatt of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Millatt the Canal Boat called James W. Cross at and for the sum of Fourteen hundred and seventy five dollars, which the said Millatt is to pay unto the said Weld and his assigns, in installments of forty dollars each, for the first twenty trips with interest, and thirty five dollars each for every subsequent trip, with interest from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Millatt and the said Weld, that the said Millatt shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Millatt hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Millatt to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Millatt is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Millatt is willing to execute these presents. Now, this Indenture Witnesseth, that the said Millatt for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called James W. Cross, to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. And it is provided that twelve days shall be allowed for each trip. Boat to run night & day and to work not less than four head of stock. The above provision was introduced before the acknowledgement.

Henry McKeon

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Millatt shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Millatt 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 Millatt 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 on the part of the said Millatt to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Millatt, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Millatt hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Henry McKeon

Isaac Millatt {Seal}

State of Maryland, Allegany County, to wit: I hereby certify, that on this 28<sup>th</sup> day of May 1859, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Isaac Millatt and acknowledged the foregoing instrument to be his act and deed.

Henry McKeon, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified, that on this day of 30<sup>th</sup> day of May 1859, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany county, personally appeared Henry Thomas Weld, 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.

Henry

McKeoh, J.P.

Maryland, Allegany County, to wit: I hereby certify that Henry McKeon Esquire before whom the within acknowledgement and affidavit was made, and who has thereto subscribed his name was at the time thereof, and still is a Justice of the Peace of the State of Maryland, in and for Allegany County, duly commissioned and sworn.

In testimony whereof, I hereunto subscribe my name and affix the Seal of the Circuit Court for Allegany County, at Cumberland, the 1<sup>st</sup> of June 1859.

{Seal}

H. Resley, Clerk

Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, p 62, 9/7/1860.

At the request of Henry Thomas Weld, the following Mortgage was recorded September 7<sup>th</sup> 1860.

This Indenture, made this 22<sup>nd</sup> day of August eighteen hundred and sixty, between Joseph E. Thrasher of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Thrasher the Canal Boat called M. B. Bramhall at and for the sum of Twelve hundred and thirty dollars, which the said Thrasher is to pay unto the said Weld and his assigns, the balance of the said purchase money, in installments of forty dollars each, for the first fifteen trips with interest, and thirty five dollars each for every subsequent trip with interest, the interest to be paid regularly from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Thrasher and the said Weld, that the said Thrasher shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; with not less than four head of stock at all times, and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Thrasher hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Thrasher to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Thrasher is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Thrasher is willing to execute these presents. Now, this Indenture Witnesseth, that the said Thrasher for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called M. B. Bramhall, to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Thrasher shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Thrasher 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 Thrasher 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 on the part of the said Thrasher to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Thrasher, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Thrasher hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Joseph Harrison, John Troxell

J. E. Thrasher {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 22<sup>nd</sup> day of August 1860, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Joseph E. Thrasher and acknowledged the foregoing instrument to be his act and deed.

Before me,

Joseph Harrison, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this Fourth day of September 1860, before me the subscriber a Justice of the Peace of the said State and for the county aforesaid, personally appeared Joseph J. Graham agent of Henry Thomas Weld, the mortgagee in the within 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 and that he the said Jos. J. Graham further, in like manner, made oath that he is the Agent of the said Henry Thomas Weld and authorized by said Mortgagee to make said affidavit.

Jos. J. Graham

Sworn before me,

Joseph Harrison, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, p 122, 7/16/1860.

At the request of Henry Thomas Weld, the following Mortgage was recorded July 16<sup>th</sup> 1860.

This Indenture, made this 11<sup>th</sup> day of July eighteen hundred and sixty, between Cyrus S. Moore of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Moore the Canal Boat called G. P. Lloyd at and for the sum of Fifteen hundred and thirty dollars, which the said Moore is to pay unto the said Weld and his assigns, in installments of forty five dollars each, for twenty trips and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Moore and the said Weld, that the said Moore shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; with not less than four head of stock at all times, and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Moore hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Moore to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Moore is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Moore is willing to execute these presents. Now, this Indenture Witnesseth, that the said Moore for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called G. P. Lloyd, to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Moore shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Moore 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 Moore 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 on the part of the said Moore to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Moore, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Cyrus S. Moore hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Joseph Harrison, John Troxell

Cyrus S. Moore {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this eleventh day of July 1860, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Cyrus Moore and acknowledged the foregoing instrument to be his act and deed.

Before me,

Joseph Harrison, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified, that on this 13<sup>th</sup> day of July 1860, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared Joseph J. Graham the mortgagee in the foregoing mortgage, and, made oath on the Holy Evangelical of Almighty God, that the consideration in the said mortgage is true and bona fide as therein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Sworn before me,

Joseph Harrison, J. P.

State of Maryland, Washington County, to wit: I hereby certify that on this 15<sup>th</sup> day of July 1860 before me the subscribe, a Justice of the Peace of said State and County aforesaid personally appeared Joseph J. Graham Agent of Henry Thomas Weld the mortgagee in the within 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 and that the said J. J. Graham further in like manner made oath that he is the Agent of the said Henry Thomas Weld and authorized by said Mortgagee to make said affidavit.

Jos. J. Graham

Sworn before me,

Joseph Harrison, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, p 228, 9/21/1860.

At the request of Henry Thomas Weld, the following Mortgage was recorded September 21<sup>st</sup> 1860.

This Indenture, made this 8<sup>th</sup> day of September eighteen hundred and sixty, between Josiah Hill of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Hill the Canal Scow called John Hill at and for the sum of Fifteen hundred dollars, which the said Hill is to pay unto the said Weld and his assigns, in installments of forty five dollars each, with interest for the first twenty trips and thirty five dollars with interest for every subsequent trip, the accruing interest to be paid regularly at each trip from the beginning for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Hill and the said Weld, that the said Hill shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with not less than four head of stock at all times, 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 Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Hill hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Hill to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Hill is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Hill is willing to execute these presents. Now, this Indenture Witnesseth, that the said Hill for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called John Hill, to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Hill shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Hill 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 Hill 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 on the part of the said Hill to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Hill, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Josiah Hill hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Jeremiah Kuhn

Josiah Hill {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 8<sup>th</sup> day of September 1860, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Josiah Hill and acknowledged the foregoing instrument to be his act and deed.

Before me,

Jeremiah Kuhn, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this 18<sup>th</sup> day of September 1860 before me the subscribe, a Justice of the Peace of the said State and for the County aforesaid, personally appeared Joseph J. Graham agent of Henry Thomas Weld the mortgagee in the within 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; and that the said Jos. J. Graham further in like manner made oath that he is the agent of the said Henry Thomas Weld and authorized by said mortgagee to make said affidavit.

Jos. J. Graham

Jeremiah Kuhn, J. P.



Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, p 551, 4/23/1861.

At the request of Henry Thomas Weld, the following Mortgage was recorded April 23<sup>rd</sup> 1861.

This Indenture, made this 5<sup>th</sup> day of April eighteen hundred and sixty-one, between William Brashear of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Brashear, the Canal Boat called William F. Brashear at and for the sum of fifteen hundred Dollars, which the said Brashear is to pay unto the said Weld and his assigns, in installments of forty dollars each, for the first twenty trips, with interest and thirty five dollars each for every subsequent trip with interest, the interest to be paid regularly at each trip from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Brashear and the said Weld, that the said Brashear shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; & with four head of stock, and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Brashear hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Brashear to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Brashear is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Brashear is willing to execute these presents. Now, this Indenture Witnesseth, that the said Brashear for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Wm. F. Brashear, to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Brashear shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Brashear 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 Brashear 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 on the part of the said Brashear to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Brashear, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Brashear hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste:

William Brashear {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 5<sup>th</sup> day of April 1861, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared William Brashear and acknowledged the aforesaid instrument to be his act and deed.

Jeremiah Kuhn, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this 19<sup>th</sup> day of April 1861, before me the subscribe, a Justice of the Peace of the said State and for the County aforesaid, personally appeared Charles Embrey Agent of Henry Thomas Weld the Mortgagee named in the within 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, to the best of his knowledge; and the said Charles Embrey further in like manner made oath that he is the Agent of the said Weld and authorized by said mortgagee to make said affidavit.

Charles Embrey Agent for Henry Thomas Weld

J. Rhode, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 16, p 474, 1/31/1863.

At the request of Henry T. Weld, the following Mortgage was recorded January 31<sup>st</sup> 1863.

This Indenture, made this 27<sup>th</sup> day of January eighteen hundred and sixty-three, between James Marmaduke of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said James Marmaduke, the Canal Boat called Ida Marmaduke at and for the sum of fifteen hundred Dollars, which the said Marmaduke is to pay unto the said Weld and his assigns, in installments of forty dollars each, with the accruing interest at each and every trip or installment, the interest commencing on the 28<sup>th</sup> day of August 1862, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Marmaduke and the said Weld, that the said Marmaduke shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Marmaduke hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Marmaduke to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Marmaduke is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Marmaduke is willing to execute these presents. Now, this Indenture Witnesseth, that the said James Marmaduke for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called John Marmaduke, to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Marmaduke shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Marmaduke 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 Marmaduke 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 on the part of the said Marmaduke to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Marmaduke, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said James Marmaduke hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

his

Teste: Wm. Good

James x Marmaduke {Seal}  
mark

State of Maryland, County, to wit: I hereby certify, that on this 27<sup>th</sup> day of January 1863, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared James Marmaduke and acknowledged the foregoing instrument to be his act and deed.

Jacob Good, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this 27<sup>th</sup> day of January 1863, before me the subscribe, a Justice of the Peace of the said State and in and for County aforesaid, personally appeared Jos. J. Graham Agent of Henry Thomas Weld the Mortgagee named in the within 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; and the said Jos. J. Graham further in like manner made oath that he is the Agent of the said Henry Thomas Weld and authorized by said mortgagee to make said affidavit.

Jos. J. Graham

Jacob Good, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 17, p 382, 10/26/1863.

At the request of Henry T. Weld, the following Mortgage was recorded October 26<sup>th</sup> 1863.

This Indenture, made this 15<sup>th</sup> day of October eighteen hundred and sixty-three, between James Donnelly of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said James Donnelly, the Canal Boat or Scow called Juniata at and for the sum of Sixteen hundred and fifty dollars, of which the said Donnelly this day paid the sum of Two hundred dollars, and is to pay unto the said Weld and his assigns, the balance of the purchase money, in installments of forty five dollars each, with the interest thereon, the interest to be paid regularly at each installment, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Donnelly and the said Weld, that the said Donnelly shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done with not less than four head of stock and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said James Donnelly hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said James Donnelly to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said James Donnelly is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said James Donnelly is willing to execute these presents. Now, this Indenture Witnesseth, that the said James Donnelly for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat or Scow called Juniata, To have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said James Donnelly shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said James Donnelly 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 James Donnelly 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 on the part of the said James Donnelly to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said James Donnelly, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said James Donnelly hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Peter Ardinger  
his  
James x Donnelly {Seal}  
mark

State of Maryland, Washington County, to wit: I hereby certify, that on this 15<sup>th</sup> day of October 1863, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared James Donnelly and acknowledged the foregoing instrument to be his act and deed.

Peter Ardinger, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this 15<sup>th</sup> day of October 1863, before me the subscribe, a Justice of the Peace of the said State in and for the County aforesaid, personally appeared Charles Embrey Agent of Henry Thomas Weld the Mortgagee named in the within 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 and the said Charles Embrey further in like manner made oath that he is the Agent of the said Henry Thomas Weld and authorized by said Mortgagee to make said affidavit.

Test: Charles Embrey  
Peter Ardinger, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 17, p 449, 12/2/1863.

At the request of Henry T. Weld, the following Mortgage was recorded December 2<sup>nd</sup> 1863.

This Indenture, made this 24<sup>th</sup> day of November eighteen hundred and sixty-three, between Frederick Moudy of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Moudy, the Canal Boat called Flora Temple at and for the sum of Thirteen hundred dollars, in installments of fifty dollars each, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Moudy and the said Weld, that the said Moudy shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, with not less than four head of stock, and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Moudy hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Moudy to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas, the said Moudy is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Frederick Moudy is willing to execute these presents. Now, this Indenture Witnesseth, that the said Moudy for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Flora Temple, To have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Moudy shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Moudy 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 Moudy 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 on the part of the said Moudy to freight for the company or person

designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Moudy, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Moudy hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Peter Ardinger

F. Moudy {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 24<sup>th</sup> day of November 1863, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Frederick Moudy and acknowledged the foregoing instrument to be his act and deed.

Peter Ardinger, J.P.

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified that on the 24<sup>th</sup> of November 1863, before me a Justice of the Peace of the State of Maryland in and for Washington County, personally appeared Charles Embrey Agent of Henry Thomas Weld the Mortgagee named in the within 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 and the said Charles Embrey further in like manner made oath that he is the Agent of the said Henry Thomas Weld and authorized by said Mortgagee to make said affidavit.

Test: Charles Embrey

Peter Ardinger, J. P.



Washington County Courthouse, Hagerstown, MD, Deed Book LBN 2, p 673, 5/23/1868.

At the request of H. T. Weld, the following Mortgage was recorded May 23, 1868.

This Indenture, made this 18<sup>th</sup> day of May eighteen hundred and sixty-eight, between Robert Woods of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Woods, the Canal Boat called Plover at and for the sum of eleven hundred dollars, which the said Woods is to pay unto the said Weld, and his assigns, in installments of forty dollars each, for the first twelve trips and thirty five dollars each for every trip thereafter 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 between the said Woods and the said Weld, that the said Woods shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Woods hereby covenants and agrees with the said Weld and his assigns to fulfill and perform, provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Woods to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn, and whereas, the said Woods is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Woods is willing to execute these presents. Now, this Indenture Witnesseth, that the said Woods for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Plover, to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever, provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Woods shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Woods 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 Woods 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 on the part of the said Woods to freight for

the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Woods, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Woods hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste:

Robert Woods {Seal}

State of Maryland, \_\_ County, to wit: I hereby certify, that on this 18<sup>th</sup> day of May 1868, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Robert Woods and acknowledged the foregoing instrument of writing to be his act.

Samuel Boyer, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on the 22<sup>nd</sup> day of May 1868, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld 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. B. Widenon, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book LBN 2, p 674, 5/23/1868.

At the request of H. T. Weld, the following Mortgage was recorded May 23<sup>rd</sup> 1868.

This Indenture, made this 8<sup>th</sup> day of May eighteen hundred and sixty-eight, between Dennis O'Brien of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Dennis O'Brien, the Canal Boat called Poll at and for the sum of twelve hundred and fifty dollars, which the said O'Brien is to pay unto the said Weld, and his assigns, in installments of forty dollars each, for the first twelve trips and thirty five dollars each for every trip thereafter, made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made, and whereas, it was a part of said contract of purchase and sale between the said O'Brien and the said Weld, that the said O'Brien shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said O'Brien hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said O'Brien to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn, and whereas, the said O'Brien is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said O'Brien is willing to execute these presents. Now, this Indenture Witnesseth, that the said O'Brien for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the canal boat called Poll, to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever, provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said O'Brien shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said O'Brien 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 O'Brien 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 on the part of the said O'Brien to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said O'Brien, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest, in witness whereof the said O'Brien hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: John Snyder

Dennis O'Brien {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this eighth day of May 1868, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Dennis O'Brien and acknowledged the foregoing instrument of writing to be his act and deed.

John Snyder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on the 19<sup>th</sup> day of May 1868, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld 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. B. Widenon, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book LBN 2, p 675, 5/23/1868.

At the request of H. T. Weld, the following Mortgage was recorded May 23, 1868.

This Indenture, made this 18<sup>th</sup> day of May eighteen hundred and sixty-eight, between Robert Woods of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Woods, the canal boat called Magpie at and for the sum of eleven hundred and fifty dollars, which the said Woods is to pay unto the said Weld, and his assigns, in installments of forty dollars each, for the first twelve trips and thirty five dollars each for every subsequent trip 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 between the said Woods and the said Weld, that the said Woods shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Weld 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, and the Allegany Mining Company, and keep said boat in proper repair; all of which said stipulations the said Woods hereby covenants and agrees with the said Weld and his assigns to fulfill and perform, provided always, that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Woods to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn, and whereas, the said Woods is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Woods is willing to execute these presents, now, this Indenture Witnesseth, that the said Woods for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Magpie, to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever, provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Woods shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Woods 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 Woods 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 on the part of

the said Woods to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Woods, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Woods hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste:

Robert Woods {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 18<sup>th</sup> day of May 1868, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Robert Woods and acknowledged the foregoing instrument of writing to be his act and deed.

Samuel Boyer, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on the 22<sup>nd</sup> day of May 1868, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld 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. B. Widenon, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book LBN 2, p 730, 6/15/1868.

At the request of H. T. Weld, the following Mortgage was recorded June 15<sup>th</sup> 1868.

This Indenture, made this sixth day of June eighteen hundred and sixty-eight, between J. H. Heck of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Heck, the Canal Boat called Hawk at and for the sum of eleven hundred and fifty dollars, which the said Heck is to pay unto the said Weld, and his assigns, in installments of forty dollars each, for the first twelve trips and thirty five dollars each for every subsequent trip 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 between the said Heck and the said Weld, that the said Heck shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to give a preference in freighting the coal of such company or person as the said Weld may from time to time direct, provided such person or persons are ready to load him at the current rate of freight payable by the large companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading and to keep said boat in proper repair; all of which said stipulations the said Heck hereby covenants and agrees with the said Weld and his assigns to fulfill and perform, provided always, that if for any cause whatsoever said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claim of said Weld to the services of the boat for that trip is cancelled, except as far as his right to claim the trip money is concerned, and whereas the said Heck is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Heck is willing to execute these presents, now, this Indenture Witnesseth, that the said Heck for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the canal boat called Hawk, to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever, provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Heck shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Heck 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 Heck 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 on the part of the said Heck

to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Heck, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Heck hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste:

J. H. Heck {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this sixth day of June 1868, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Jacob H. Heck and acknowledged the foregoing instrument of writing to be his act and deed.

Samuel Boyer, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on the 9<sup>th</sup> day of June 1868, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry T. Weld 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. I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.



Washington County Courthouse, Hagerstown, MD, Deed Book LBN 2, p 731, 6/15/1868.

At the request of H. T. Weld, the following Mortgage was recorded June 15<sup>th</sup> 1868.

This Indenture, made this twelfth day of June eighteen hundred and sixty-eight, between Philip Mouse of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Mouse, the canal boat called Peacock at and for the sum of eleven hundred and fifty dollars, which the said Mouse is to pay unto the said Weld, and his assigns, in installments of forty dollars each, for the first twelve trips and thirty five dollars each for every subsequent trip 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 between the said Mouse and the said Weld, that the said Mouse shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to give a preference in freighting the coal of such company or person as the said Weld may from time to time direct, provided such person or persons are ready to load him at the current rate of freight payable by the large companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading and to keep said boat in proper repair; all of which said stipulations the said Mouse hereby covenants and agrees with the said Weld and his assigns to fulfill and perform, provided always, that if for any cause whatsoever said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claim of said Weld to the services of the boat for that trip is cancelled, except as far as his right to claim the trip money is concerned, and whereas the said Mouse is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Mouse is willing to execute these presents, now, this indenture witnesseth, that the said Mouse for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the canal boat called Peacock, to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever, provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Mouse shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Mouse 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 Mouse 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 on the part of the said Mouse to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Mouse, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Mouse hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Joseph Harrison

Philip Mouse {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this twelfth day of June 1868, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Philip Mouse and acknowledged the foregoing instrument to be his act and deed.

Joseph Harrison, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on the 13<sup>th</sup> day of June 1868, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry T. Weld 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 testimony whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book LBN 2, p 831, 8/25/1868.

At the request of H. T. Weld, the following Mortgage was recorded August 25<sup>th</sup> 1868.

This Indenture, made this 8<sup>th</sup> day of August eighteen hundred and sixty-eight, between Charles R. Shaw of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Shaw, the canal boat called Gen'l McClellan at and for the sum of fifteen hundred dollars, which the said Shaw is to pay unto the said Weld, and his assigns, in installments of forty dollars each, for the first twenty trips and thirty five dollars each for every subsequent trip, which shall be 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 between the said Shaw and the said Weld, that the said Shaw shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, & to give a preference in freighting the coal of such Company or person as the said Weld may from time to time direct, provided such person or persons are ready to load him at the current rate of freight payable by the large Companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading and to keep said boat in proper repair; all of which said stipulations the said Shaw hereby covenants and agrees with the said Weld and his assigns to fulfill and perform, provided always, that if for any cause whatsoever said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claim of said Weld to the services of the boat for that trip is cancelled, except as far as his right to claim the trip money is concerned, and whereas the said Shaw is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Shaw is willing to execute these presents, now, this indenture witnesseth, that the said Shaw for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the canal boat called Gen'l McClellan, to have and to hold the same unto the said Henry Thomas Weld, his executors, Administrators and assigns, provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Shaw shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Shaw 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 Shaw 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 on the part of the said Shaw to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Shaw, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Shaw hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Samuel Beyer

C. R. Shaw {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 8<sup>th</sup> day of August 1868, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared C. R. Shaw and acknowledged the foregoing instrument to be his act and deed.

Samuel Beyer, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on the 19<sup>th</sup> day of August 1868, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thos. Weld 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 testimony whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 1, p 67, 10/1/1868.

At the request of H. T. Weld, the following Mortgage was recorded Oct. 1<sup>st</sup> 1868.

This Indenture, made this 7<sup>th</sup> day of Sept. eighteen hundred and sixty-eight, between Timothy Dolan of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Dolan, the canal boat called "Pearl" at and for the sum of fourteen hundred dollars, which the said Dolan is to pay unto the said Weld, and his assigns, in installments of forty dollars each, for the first twelve trips and thirty five dollars each for every subsequent trip, made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid, with interest thereon from the 18<sup>th</sup> day of April last, crediting the respective payments thereon, as of the time when such payments shall be made, and whereas, it was a part of said contract of purchase and sale between the said Dolan and the said Weld, that the said Dolan shall use the said Boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to give a preference in freighting to the coal of such Company or person as the said Weld may from time to time direct, provided such person or persons are ready to load him at the current rates of freight payable by the large Companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading and to keep said boat in proper repair; all of which said stipulations the said Dolan hereby covenants and agrees with the said Weld and his assigns to fulfill and perform, provided always, that if for any cause whatsoever said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claim of said Weld to the services of the boat for that trip is cancelled, except as far as his right to claim the trip money is concerned, And whereas the said Dolan is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Dolan is willing to execute these presents. Now, this indenture witnesseth, that the said Dolan for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Pearl", to have and to hold the same unto the said Henry Thomas Weld, his executors, Administrators and assigns forever, provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Dolan shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Dolan 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 Dolan 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 on the part of the said Dolan to freight for the Company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Dolan, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Dolan hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Timothy Dolan {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 7<sup>th</sup> day of September 1868, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Timothy Dolan and acknowledged the foregoing instrument to be his act and deed.

Dennis Gain, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on the 25<sup>th</sup> day of September 1868, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared H. T. Weld 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.

Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 1, p 633, 7/20/1869.

At the request of H. T. Weld, the following Mortgage was recorded July 20<sup>th</sup> 1869.

This Indenture, made this fifth day of July eighteen hundred and sixty-nine, between George Snyder of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Snyder, the canal boat called "Wm. H. Boyd" at and for the sum of two thousand dollars, which the said Snyder is to pay unto the said Weld, and his assigns, in installments of forty dollars each, for the first twenty trips and thirty five dollars each for every subsequent trip, 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 between the said Snyder and the said Weld, that the said Snyder shall use the said Boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done with four head of stock, and to give a preference in freighting to the coal of such Company or persons as the said Weld may from time to time direct, provided such person or persons are ready to load him at the current rates of freight payable by the large Companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading and to keep said boat in proper repair; all of which said stipulations the said Snyder hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if for any cause whatsoever said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claim of said Weld to the services of the Boat for that trip is cancelled, except as far as his right to claim the trip money is concerned, And whereas the said Snyder is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Snyder is willing to execute these presents. Now, this indenture Witnesseth, that the said Snyder for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his Executors, Administrators and assigns, the Canal Boat called "Wm. H. Boyd", to have and to hold the same unto the said Henry Thomas Weld, his executors, Administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Snyder shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Snyder 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 Snyder 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 on the part of the said Snyder to freight for the Company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Snyder, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In witness whereof the said Snyder hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste:

George Snyder {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this fifth day of July 1869, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared George Snyder and acknowledged the foregoing instrument to be his act and deed. Acknowledged before me

John Snyder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on the 9<sup>th</sup> day of July 1869, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld 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.



Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 1, p 670, 8/14/1869.

At the request of H. T. Weld, the following Mortgage was recorded August 14<sup>th</sup> 1869.

This Indenture, made this fifth day of July eighteen hundred and sixty-nine, between John Myers of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said Myers, the Canal Boat called "Thomas C. Sheridan" at and for the sum of Sixteen hundred and fifty dollars, of which the said Myers paid five hundred dollars in hand, and the balance he is to pay unto the said Weld, and his assigns, in installments of Forty dollars each for twenty trips and thirty five dollars each for every subsequent trip, 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 between the said Myers and the said Weld, that the said Myers shall use the said Boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done with four head of stock, and to give a preference in freighting to the coal of such Company or persons as the said Weld may from time to time direct, provided such person or persons are ready to load him at the current rates of freight payable by the large Companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading and to keep said boat in proper repair; all of which said stipulations the said Myers hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. **Provided** always, that if for any cause whatsoever said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claim of said Weld to the services of the Boat for that trip is cancelled, except as far as his right to claim the trip money is concerned, And whereas the said Myers is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Myers is willing to execute these presents. Now, this indenture Witnesseth, that the said Myers for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his Executors, Administrators and assigns, the Canal Boat called "Thomas C. Sheridan", to have and to hold the same unto the said Henry Thomas Weld, his executors, Administrators and assigns forever. **Provided** nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Myers shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Myers 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 Myers 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 on the part of the said Myers to freight for the Company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Myers, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. In witness whereof the said Myers hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: William W. Caloey

John Myers {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 4<sup>th</sup> day of August 1869, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared John Myers and acknowledged the foregoing instrument to be his act and deed. Before

Joseph Harrison, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on the 11<sup>th</sup> day of August 1869, before me the Subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 2, p 450, 4/23/1870.

At the request of Henry Thomas Weld, the following Mortgage was recorded April 23<sup>rd</sup> 1870.

*This Indenture, made* this 14th day of April eighteen hundred and seventy, between Thomas Donnelly of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. *Whereas*, the said Henry Thomas Weld has this day sold to the said Donnelly, the Canal Boat called S. S. Cunningham at and for the sum of Twenty one hundred dollars, which the said Donnelly is to pay unto the said Weld, and his assigns, in installments of forty dollars each for twenty trips and thirty five dollars each for every subsequent trip, 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 between the said Donnelly and the said Weld, that the said Donnelly shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done with night and day stock, and to give a preference in freighting to the coal of such Company or persons as the said Weld may from time to time direct. *Provided* such person or persons are ready to load him at the current rates of freight payable by the large Companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading and to keep said boat in proper repair; all of which said stipulations the said Donnelly hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. *Provided Always*, that if from any cause whatsoever said Weld shall not be prepared with Coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claim of said Weld to the services of the Boat for that trip is cancelled, except as far as his right to claim the trip money is concerned, *And Whereas* the said Donnelly is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Donnelly is willing to execute these presents. *Now, this Indenture Witnesseth*, that the said Donnelly for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his Executors, Administrators and assigns, the Canal Boat called S. S. Cunningham, to have and to hold the same unto the said Henry Thomas Weld, his executors, Administrators and assigns forever. *Provided Nevertheless*, and it is hereby declared to be the true intent and meaning of these presents, that if the said Donnelly shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Donnelly 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 Donnelly 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 on the part of the said Donnelly to freight for the Company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said Donnelly, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. *In Witness Whereof* the said Donnelly hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste:

Thomas Donnelly {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 14<sup>th</sup> day of April 1870, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Thomas Donnelly and acknowledged the aforesaid instrument to be his act and deed. Before

C. McClain, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on the twenty first day of April 1870, before me the Subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the aforesaid mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

John Savelle, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 2, p 656,  
7/19/1870.

At the request of Henry Thomas Weld, the following Mortgage was recorded July 19<sup>th</sup> 1870.

*This Indenture, made* this 5th day of April eighteen hundred and seventy, between Samuel McCormick of Washington County, State of Maryland of the first part, and Henry Thomas Weld, of Allegany County, State of Maryland, of the second part. Whereas, the said Henry Thomas Weld has this day sold to the said McCormick, the Canal Boat called Marlow H. Russell at and for the sum of Twenty one hundred dollars, which the said McCormick is to pay unto the said Weld, and his assigns, in installments of forty dollars each for twenty trips and thirty five dollars each for every subsequent trip, made by said boat from Cumberland to Georgetown, Alexandria or Washington City, or intermediate points, until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And whereas, it was a part of said contract of purchase and sale between the said McCormick and the said Weld, that the said McCormick shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done with night and day stock, and to give a preference in freighting to the coal of such Company or persons as the said Weld may from time to time direct, provided such person or persons are ready to load him at the current rates of freight payable by the large Companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading and to keep said boat in proper repair, and that the said party of the first part shall not sell or dispose or lease or mortgage said boat without the written consent of the Agent of the said Weld, endorsed on this instrument before the said boat shall have been entirely paid for; all of which said stipulations the said McCormick hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. *Provided Always*, that if from any cause whatsoever said Weld shall not be prepared with Coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claim of said Weld to the services of the Boat for that trip is cancelled, except as far as his right to claim the trip money is concerned, And Whereas the said McCormick is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, and the said McCormick is willing to execute these presents. Now, this Indenture Witnesseth, that the said McCormick for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his Executors, Administrators and assigns, the Canal boat called Marlow H. Russell, to have and to hold the same unto the said Henry Thomas Weld, his executors, Administrators and assigns forever. *Provided Nevertheless*, and it is hereby declared to be the true intent and meaning of these presents, that if the said McCormick shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said McCormick 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 McCormick 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 on the part of the said McCormick to freight for the Company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said McCormick, then, and in either event, the said Henry Thomas Weld, or his assigns, 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 Weld, or his assigns, of said purchase money and interest. *In Witness Whereof* the said McCormick hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Samuel B. Little

Samuel McCormick {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this fifth day of July 1870, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Samuel McCormick and acknowledged the foregoing instrument to be his act and deed.

Joseph Harrison, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on the fourteenth day of July 1870, before me the Subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld 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.

At the request of Henry Thomas Weld the following Mortgage was recorded August 23<sup>rd</sup> 1870.

This Indenture, Made this 12<sup>th</sup> day of August eighteen hundred and seventy between John T. Swain of Washington County, State of Maryland, of the first part, and Henry Thomas Weld of Allegany County, State of Maryland, of the second part. Whereas the said Henry Thomas Weld has this day sold to the said John Swain the Canal Boat called "William M. Hill" at and for the sum of Two thousand dollars, which the Swain is to pay unto the said Weld and his assigns in installments of Forty dollars each for the first twenty trips and thirty five dollars for each subsequent trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City or other intermediate points, until the entire purchase money is paid with interest thereon from this date crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Swain and the said Weld, that the said Swain shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done with night and day stock and to give a preference in freighting to the coal of such company or persons as said Weld may from time to time direct; provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service, within a period of twenty four hours exclusive of Sundays after his reporting for loading, and keep said boat in proper repair; and that the said party of the first part shall not sell, or dispose of, or lease, or mortgage said boat without the written consent of the agent of said Weld, endorsed on this instrument, before the said boat shall have been entirely paid for; all of which said stipulations the said Swain hereby covenants and agrees with the said Weld and his assigns to fulfill and perform.

Provided Always, that if, from any cause whatsoever, said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld to the services of the boat for that trip is cancelled, except so far as his right to claim the trip money is concerned. And whereas the said Swain is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every said installment of said purchase money, and also to secure the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid and the said [Swain] is willing to execute these presents.

Now this indenture Witnesseth, that the said Swain for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the canal boat called "William M. Hill" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever.

Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents that if the said Swain shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money with interest as aforesaid shall be fully paid; and if the said Swain 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 Swain 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 said Swain to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Swain then, and in either event the said Henry Thomas Weld or his assigns are hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said 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 Weld, or his assigns, of said purchase money and interest. In Witness Whereof the said Swain hath hereunto subscribed his name and affixed his seal on the day and year first above written, Test.

John Snyder Test.

his  
John T. x Swain {Seal}  
mark

State of Maryland, Washington County, to wit,

I hereby certify that on this 12<sup>th</sup> day of August 1870 before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County personally appeared John T. Swain and acknowledged the foregoing instrument to be his act and deed.

John Snyder, J. P. {Seal}

State of Maryland, Allegany County, to wit,

Be it remembered, and it is hereby certified that on this 13<sup>th</sup> day of August 1870 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Henry Thos. Weld 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.

Examined and sent by mail to mortgagee on March 27<sup>th</sup> 1874.



Washington County, MD, Deed Book WMcKK 3, page 17, 8/23/1870

At the insistence of Henry Thomas Weld the following Mortgage is recorded September 1st 1870.

This Indenture, Made this 24<sup>th</sup> day of August eighteen hundred and seventy between La Fayette Eichelberger of Washington County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Eichelberger the Canal Boat called "Joseph Murray" at and for the sum of Twenty one Hundred Dollars, which the said Eichelberger is to pay unto the said Weld and his assigns in installments of Fifty dollars each for the first twenty trips and thirty five dollars each for subsequent trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City or other intermediate points, until the entire purchase money is paid with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Eichelberger and the said Weld, that the said Eichelberger shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done with night and day stock and to give a preference in freighting to the coal of such company or persons as said Weld may from time to time direct; provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service, within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repairs; and that the said party of the first part shall not sell, or dispose of, or lease, or mortgage said boat without the written consent of the Agent of said Weld, endorsed on this instrument, before the said boat shall have been entirely paid for, all of which said stipulations the said Eichelberger hereby covenants and agrees with the said Weld and his assigns to fulfill and perform.

Provided Always that if, from any cause whatsoever, said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld to the services of the boat for that trip is cancelled, except so far as his right to claim the trip money is concerned. And whereas the said Eichelberger is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every said installment of said purchase money, and also to secure the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid and the said Eichelberger is willing to execute these presents.

Now this indenture Witnesseth, that the said Eichelberger for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the canal boat called "Joseph Murray" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever.

Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents that if the said Eichelberger shall well and truly pay unto said Weld, his executors, administrators and assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money with interest as aforesaid shall be fully paid; and if the said Eichelberger 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 Eichelberger 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 said Eichelberger to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Eichelberger then, and in either event the said Henry Thomas Weld or his assigns are hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said 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 Weld, or his assigns, of said purchase money and interest.

In Witness Whereof the said Eichelberger hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Test. William H. Lowe

L. Eichelberger {Seal}

State of Maryland, Washington County, to wit,

I hereby certify that on this 27<sup>th</sup> day of August 1870 before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County personally appeared L. Eichelberger and acknowledged the foregoing instrument to be his act and deed.

Joseph Harrison, J. P. {Seal}

State of Maryland, Allegany County, to wit,

Be it remembered and it is hereby certified that on this first day of September 1870 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld 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.

Washington County, MD, Deed Book WMcKK 3, page 19, 8/23/1870

At the insistence of Henry Thomas Weld the following Mortgage is recorded September 1st 1870.

This Indenture, Made this 22<sup>nd</sup> day of August eighteen hundred and seventy between Samuel Swain of Washington County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Swain the Canal Boat called "Samuel Boyer" at and for the sum of Twenty one Hundred Dollars, which the said Swain is to pay unto the said Weld and his assigns in installments of Fifty dollars each for the first twenty trips and thirty five dollars each for subsequent trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City or other intermediate points, until the entire purchase money is paid with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Swain and the said Weld, that the said Swain shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done with night and day stock and to give a preference in freighting to the coal of such company or persons as said Weld may from time to time direct; provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service, within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repairs; and that the said party of the first part shall not sell, or dispose of, or lease, or mortgage said boat without the written consent of the Agent of said Weld, endorsed on this instrument, before the said boat shall have been entirely paid for, all of which said stipulations the said Swain hereby covenants and agrees with the said Weld and his assigns to fulfill and perform.

Provided Always that if, from any cause whatsoever, said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld to the services of the boat for that trip is cancelled, except so far as his right to claim the trip money is concerned. And whereas the said Swain is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every said installment of said purchase money, and also to secure the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid and the said Swain is willing to execute these presents.

Now this indenture Witnesseth, that the said Swain for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the canal boat called "Samuel Boyer" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever.

Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents that if the said Swain shall well and truly pay unto said Weld, his executors, administrators and assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money with interest as aforesaid shall be fully paid; and if the said Swain 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 Swain 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 said Swain to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Swain then, and in either event the said Henry Thomas Weld or his assigns are hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said 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 Weld, or his assigns, of said purchase money and interest.

In Witness Whereof the said Swain hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Test. Samuel Boyers

his  
Samuel x Swain {Seal}  
mark

State of Maryland, Washington County, to wit,

I hereby certify that on this 22<sup>nd</sup> day of August 1870 before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County personally appeared Samuel Swain and acknowledged the foregoing instrument to be his act and deed.

Samuel Boyer, J. P. {Seal}

State of Maryland, Allegany County, to wit,

Be it remembered and it is hereby certified that on this 1<sup>st</sup> day of September 1870 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld 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.

At the insistence of Henry Thomas Weld the following Mortgage is recorded December 23<sup>rd</sup> 1870.

This Indenture, Made this 10<sup>th</sup> day of December eighteen hundred and seventy between Emanuel Hine of Washington County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Emanuel Hine the Canal Boat called "Cherokee Tribe" at and for the sum of Twenty one Hundred Dollars, which the Emanuel Hine is to pay unto the said Weld and his assigns in installments of Fifty dollars each for the first twenty trips and then forty dollars for each subsequent trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City or other intermediate points, until the entire purchase money is paid with interest thereon from this date crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Emanuel Hine and the said Weld, that the said Emanuel Hine shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done; and to give a preference in freighting to the coal of such company or persons as said Weld may from time to time direct, provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service, within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repairs; and that the said party of the first part shall not sell, or dispose of, or lease, or mortgage said boat without the written consent of the Agent of said Weld, endorsed on this instrument, before the said boat shall have been entirely paid for, all of which said stipulations the said Emanuel Hine hereby covenants and agrees with the said Weld and his assigns to fulfill and perform.

Provided Always that if, from any cause whatsoever, said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld to the services of the boat for that trip is cancelled, except so far as his right to claim the trip money is concerned. And whereas the said Emanuel Hine is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every said installment of said purchase money, and also to secure the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid and the said Emanuel Hine is willing to execute these presents.

Now this indenture Witnesseth, that the said Emanuel Hine for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the canal boat called "Cherokee Tribe" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever.

Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents that if the said Emanuel Hine shall well and truly pay unto said Weld, his executors, administrators and assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money with interest as aforesaid shall be fully paid; and if the said Emanuel Hine 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 Emanuel Hine 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 said Emanuel Hine to freight for the company or person designated by said Weld or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Emanuel Hine then, and in either event the said Henry Thomas Weld or his assigns are hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said 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 Weld, or his assigns, of said purchase money and interest.

In Witness Whereof the said Emanuel Hine hath hereunto subscribed his name and affixed his seal on the day and year first above written, Test.

Emanuel Hine {Seal}

State of Maryland, Washington County, to wit,

I hereby certify that on this 10<sup>th</sup> day of December 1870 before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County personally appeared Emanuel Hine and acknowledged the foregoing instrument to be his act and deed.

John Snyder, J. P. {Seal}

State of Maryland, Baltimore City, to wit,

Be it remembered and it is hereby certified that on this nineteenth day of December 1870 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Baltimore City, personally appeared Henry T. Weld 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.

George Mc Caffray, J. P.

State of Maryland, Baltimore City, Sect,

I hereby certify that George Mc Caffray, Esquire, before whom the annexed, affidavit was made, who has thereto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland in and for the City of Baltimore duly commissioned and sworn. In testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City this 19<sup>th</sup> day of Dec. A.D. 1870.

George Robinson, Clerk of  
the Superior Court of Baltimore City

Washington County, MD, Deed Book WMcKK 3, page 701, 9/6/1871.

At the request of Henry Thos Weld, the following Mortgage was recorded Sept. 6<sup>th</sup> 1871.

This Indenture, Made this 28<sup>th</sup> day of August eighteen hundred and seventy-one between Michael S. Zimmerman of Washington County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Zimmerman the Canal Boat called Nathan Williams at and for the sum of Nineteen hundred dollars, of which the said Zimmerman has this day paid Three Hundred dollars cash [and] is to pay the balance unto the said Weld and his assigns in installments of forty dollars each trip, with interest, 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 between the said Zimmerman and the said Weld, that the said Zimmerman shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done; and to give a preference in freighting to the Coal of such Company or persons as said Weld may from time to time direct, provided such person or persons are ready to load him at the current rates of freight payable by the large Companies for a like service, within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repairs; all of which said stipulations the said Zimmerman hereby covenants and agrees with the said Weld and his assigns to fulfill and perform.

Provided Always that if, from any cause whatsoever, said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld to the services of the boat for that trip is cancelled, except so far as his right to claim the trip money is concerned. And Whereas the said Zimmerman is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every said installment of said purchase money, and also to secure the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid and the said Zimmerman is willing to execute these presents. Now this Indenture Witnesseth, that the said Zimmerman for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Nathan Williams to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents that if the said Zimmerman shall well and truly pay unto said Weld, his executors, administrators and assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money with interest as aforesaid shall be fully paid; and if the said Zimmerman 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 Zimmerman 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 said Zimmerman to freight for the company or person designated by said Weld or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Zimmerman then, and in either event the said Henry Thomas Weld or his assigns are hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said 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 Weld, or his assigns, of said purchase money and interest.

In Witness Whereof the said Zimmerman hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Test.: H. F. Perry

M. S. Zimmerman {Seal}

State of Maryland, Washington County, to wit,

I hereby certify that on this 28<sup>th</sup> day of August 1871 before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County personally appeared Michael S. Zimmerman and acknowledged the foregoing instrument to be his act and deed.

H. F. Perry, J. P.

State of Maryland, Allegany County, to wit,

Be it remembered and it is hereby certified that on this 5<sup>th</sup> day of September 1871 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld 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.

For value received, I hereby release the written mortgage. Witness my hand and seal this 27<sup>th</sup> day of August, AD 1874.

Teste: P. H. Caluie

Henry Thomas Weld {Seal}



Washington County, MD, Deed Book WMcKK 3, page 703, 9/6/1871.

At the request of Henry Thos Weld, the following Mortgage was recorded Sept. 6<sup>th</sup> 1871.

This Indenture, Made this 23<sup>rd</sup> day of August eighteen hundred and seventy-one between Benjamin Bear of Washington County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Bear the Canal Boat called Wren at and for the sum of Eleven hundred dollars, of which the said Bear has paid Two Hundred dollars in cash and the balance he is to pay unto the said Weld and his assigns in installments of Forty dollars each for every trip 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 between the said Bear and the said Weld, that the said Bear shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done; and to give a preference in freighting to the Coal of such Company or persons as said Weld may from time to time direct, provided such person or persons are ready to load him at the current rates of freight payable by the large Companies for a like service, within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repairs; all of which said stipulations the said Bear hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided Always that if, from any cause whatsoever, said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld to the services of the boat for that trip is cancelled, except so far as his right to claim the trip money is concerned. And whereas the said Bear is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every said installment of said purchase money, and also to secure the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid and the said Bear is willing to execute these presents. Now this Indenture Witnesseth, that the said Bear for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Wren to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents that if the said Bear shall well and truly pay unto said Weld, his executors, administrators and assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money with interest as aforesaid shall be fully paid; and if the said Bear 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 Bear 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 said Bear to freight for the company or person designated by said Weld or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Bear then, and in either event the said Henry Thomas Weld or his assigns are hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said 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 Weld, or his assigns, of said purchase money and interest.

In Witness Whereof the said Bear hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Test.: H. F. Perry

Benjamin Bear {Seal}

State of Maryland, Washington County, to wit,

I hereby certify that on this 23<sup>rd</sup> day of August 1871 before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County personally appeared Benjamin Bear and acknowledged the foregoing instrument to be his act and deed.

H. F. Perry, J. P.

State of Maryland, Allegany County, to wit,

Be it remembered and it is hereby certified that on this 25<sup>th</sup> day of August 1871 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld 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.

H. P. Flanagan, J. P.

Washington County, MD, Deed Book WMcKK 4, page 248, 12/15/1871.

At the insistence of Henry Thomas Weld, the following Mortgage is recorded December 18<sup>th</sup> 1871.

This Indenture, Made this ninth day of December eighteen hundred and seventy-one between James Marmaduke of Washington County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Marmaduke the Canal Boat called Jacob C. Grove at and for the sum of Seventeen Hundred Dollars, of which the said Marmaduke has paid five hundred dollars and is to pay unto the said Weld and his assigns the balance in installments of forty dollars each for every trip made by said boat from Cumberland to Georgetown, Alexandria, intermediate points, 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 between the said Marmaduke and the said Weld, that the said Marmaduke shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done; and to give a preference in freighting to the Coal of such Company or persons as said Weld may from time to time direct, provided such person or persons are ready to load him at the current rates of freight payable by the large Companies for a like service, within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repairs; all of which said stipulations the said Marmaduke hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided Always that if, from any cause whatsoever, said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld to the services of the boat for that trip is cancelled, except so far as his right to claim the trip money is concerned. And Whereas the said Marmaduke is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every said installment of said purchase money, and also to secure the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid and the said Marmaduke is willing to execute these presents. Now this Indenture Witnesseth, that the said Marmaduke for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called Jacob C. Grove to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents that if the said Marmaduke shall well and truly pay unto said Weld, his executors, administrators and assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money with interest as aforesaid shall be fully paid; and if the said Marmaduke 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 Marmaduke to make regular payments on account of said purchase money as



Washington County, MD, Deed Book WMcKK 6, page 33, 8/5/1873.

At the insistence of Weld & Sheridan the following Mortgage is recorded August 5<sup>th</sup> 1873.

This Indenture, Made this 14<sup>th</sup> day of July eighteen hundred and seventy-three between James W. Seaman of Washington County, State of Maryland of the first part and Weld & Sheridan of Allegany County, State of Maryland of the second part. Whereas the said Weld & Sheridan has this day sold to the said Seaman the Canal Boat called Dr. Grimes at and for the sum of Sixteen Hundred Dollars, which the said Seaman is to pay unto the said Weld & Sheridan and their assigns in installments of thirty-five dollars each for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City and intermediate points until the entire purchase money is paid with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale between the said Seaman and the said Weld & Sheridan, that the said Seaman shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done; and to give a preference in freighting to the Coal of such Company or persons as said Weld & Sheridan may from time to time direct, provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service, within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repairs; all of which said stipulations the said Seaman hereby covenants and agrees with the said Weld & Sheridan and their assigns to fulfill and perform. Provided Always that if, from any cause whatsoever, said Weld & Sheridan shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld & Sheridan to the services of the boat for that trip is cancelled, except so far as his right to claim the trip money is concerned. And whereas the said Seaman is anxious to secure unto the said Weld & Sheridan and their assigns the regular and due payment of each and every said installment of said purchase money, and also to secure the said Weld & Sheridan and their assigns the regular, prompt and due performance of the covenants aforesaid and the said Seaman is willing to execute these presents. Now this Indenture Witnesseth, that the said Seaman for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Weld & Sheridan, their executors, administrators and assigns, the Canal Boat called Dr. Grimes to have and to hold the same unto the said Weld & Sheridan, their executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents that if the said Seaman shall well and truly pay unto said Weld & Sheridan, their executors, administrators and assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money with interest as aforesaid shall be fully paid; and if the said Seaman 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 Seaman 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 said Seaman to freight for the company or person designated by said Weld & Sheridan or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Seaman then, and in either event the said Weld & Sheridan or their assigns are hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said 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 Weld & Sheridan, or their assigns, of said purchase money and interest. In Witness whereof the said Seaman hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Test.: Sam. Boyer

John Seaman {Seal}

State of Maryland, Washington County, to wit,

I hereby certify that on this 14th day of July 1873 before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County personally appeared Jno. Seaman and acknowledged the foregoing instrument to be his act and deed.

Sam'l Boyer, J. P.

State of Maryland, Allegany County, to wit,

Be it remembered and it is hereby certified that on this 2<sup>nd</sup> day of August 1873 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Thomas Sheridan, one of the mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

J. W. Strong, J. P.

Washington County, MD, Deed Book WMcKK 6, page 75, 8/28/1873.

At the insistence of Weld & Sheridan the following Mortgage is recorded August 28<sup>th</sup> 1873.

This Indenture, Made this 23<sup>rd</sup> day of August eighteen hundred and seventy-three between Thomas O'Neal of Washington County, State of Maryland of the first part and Weld & Sheridan of Allegany County, State of Maryland of the second part. Whereas the said Weld & Sheridan has this day sold to the said O'Neal the Canal Boat called James E. Hughes at and for the sum of Sixteen Hundred Dollars, which the said O'Neal is to pay unto the said Weld & Sheridan and their assigns in installments of thirty-five dollars each for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City or intermediate points until the entire purchase money is paid with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale between the said O'Neal and the said Weld & Sheridan, that the said O'Neal shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done; and to give a preference in freighting to the coal of such company or persons as said Weld & Sheridan may from time to time direct, provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service, within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repairs; all of which said stipulations the said O'Neal hereby covenants and agrees with the said Weld & Sheridan and their assigns to fulfill and perform. Provided Always that [if] from any cause whatsoever, said Weld & Sheridan shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld & Sheridan to the services of the boat for that trip is cancelled, except so far as his right to claim the trip money is concerned. And whereas the said O'Neal is anxious to secure unto the said Weld & Sheridan and their assigns the regular and due payment of each and every said installment of said purchase money, and also to secure the said Weld & Sheridan and their assigns the regular, prompt and due performance of the covenants aforesaid and the said O'Neal is willing to execute these presents. Now this Indenture Witnesseth, that the said O'Neal for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Weld & Sheridan, their executors, administrators and assigns, the Canal Boat called James E. Hughes to have and to hold the same unto the said Weld & Sheridan, their executors, administrators and assigns forever. Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents that if the said O'Neal shall well and truly pay unto said Weld & Sheridan, their executors, administrators and assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money with interest as aforesaid shall be fully paid; and if the said O'Neal 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 O'Neal 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 said O'Neal to freight for the company or person designated by said Weld & Sheridan or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said O'Neal then, and in either event the said Weld & Sheridan or their assigns are hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said 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 Weld & Sheridan, or their assigns, of said purchase money and interest. In Witness whereof the said O'Neal hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Test.: Wm. H. Hawken

Thomas O'Neal {Seal}

State of Maryland, Washington County, to wit,

I hereby certify that on this 23<sup>rd</sup> day of August 1873 before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County personally appeared Thomas O'Neal and acknowledged the foregoing instrument to be his act and deed.

Wm. H. Hawken, J. P.

State of Maryland, Allegany County, to wit,

Be it remembered and it is hereby certified that on this 26<sup>th</sup> -day of August 1873 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Thomas Sheridan, one of the mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.



Washington County, MD, Deed Book WMcKK 6, page 120, 9/28/1873.

At the insistence of Weld & Sheridan the following Mortgage is recorded September 28<sup>th</sup> 1873.

This Indenture, Made this 20<sup>th</sup> day of September eighteen hundred and seventy-three between James R. Steward of Washington County, State of Maryland of the first part and Weld & Sheridan of Allegany County, State of Maryland of the second part. Whereas the said Weld & Sheridan has this day sold to the said Steward the Canal Boat called John H. Kindle at and for the sum of eighteen hundred dollars, which the said Steward is to pay unto the said Weld & Sheridan and their assigns in installments of forty dollars each for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or intermediate [points], until the entire purchase money is paid with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale between the said Steward and the said Weld & Sheridan, that the said Steward shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done; and to give a preference in freighting to the coal of such company or persons as said Weld & Sheridan may from time to time direct, provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service, within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repairs; all of which said stipulations the said Steward hereby covenants and agrees with the said Weld & Sheridan and their assigns to fulfill and perform. Provided Always that if from any cause whatsoever, said Weld & Sheridan shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld & Sheridan to the services of the boat for that trip is cancelled, except so far as his right to claim the trip money is concerned. And whereas the said Steward is anxious to secure unto the said Weld & Sheridan and their assigns the regular and due payment of each and every said installment of said purchase money, and also to secure the said Weld & Sheridan and their assigns the regular, prompt and due performance of the covenants aforesaid and the said Steward is willing to execute these presents. Now this Indenture Witnesseth, that the said Steward for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Weld & Sheridan, their executors, administrators and assigns, the Canal Boat called John H. Kindle to have and to hold the same unto the said Weld & Sheridan, their executors, administrators and assigns forever. Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents that if the said Steward shall well and truly pay unto said Weld & Sheridan, their executors, administrators and assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money with interest as aforesaid shall be fully paid; and if the said Steward 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 Steward 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 said Steward to freight for the company or person designated by said Weld & Sheridan or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Steward then, and in either event the said Weld & Sheridan or their assigns are hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said 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 Weld & Sheridan, or their assigns, of said purchase money and interest. In Witness whereof the said Steward hath hereunto subscribed his name and affixed his seal on the day and year first above written. his

Test.: Sam'l Boyer, J. P.

James R. x Steward {Seal}  
mark

State of Maryland, Washington County, to wit,

I hereby certify that on this 20<sup>th</sup> day of Sept. 1873 before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County personally appeared James R. Steward and acknowledged the foregoing instrument to be his act and deed.

Sam'l Boyer, J. P.

State of Maryland, Allegany County, to wit,

Be it remembered and it is hereby certified that on this 25<sup>th</sup> day of September 1873 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Thomas Sheridan, one of the mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Washington County, MD, Deed Book WMcKK 6, page 132, 10/7/1873.

At the insistence of Weld & Sheridan the following Mortgage is recorded October 7<sup>th</sup> 1873.

This Indenture, Made this second day of October eighteen hundred and seventy-three between Philip Mouse of Washington County, State of Maryland of the first part and Weld & Sheridan of Allegany County, State of Maryland of the second part. Whereas the said Weld & Sheridan has this day sold to the said Mouse the Canal Boat called Dr. Eliason at and for the sum of eighteen hundred dollars, which the said Mouse is to pay unto the said Weld & Sheridan and their assigns in installments of forty dollars each for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, and intermediate points, until the entire purchase money is paid with interest thereon from March 21<sup>st</sup> 1873, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale between the said Mouse and the said Weld & Sheridan, that the said Mouse shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done; and to give a preference in freighting to the coal of such company or persons as said Weld & Sheridan may from time to time direct, provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service, within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repairs; all of which said stipulations the said Mouse hereby covenants and agrees with the said Weld & Sheridan and their assigns to fulfill and perform. Provided Always that if from any cause whatsoever, said Weld & Sheridan shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld & Sheridan to the services of the boat for that trip is cancelled, except so far as his right to claim the trip money is concerned. And whereas the said Mouse is anxious to secure unto the said Weld & Sheridan and their assigns the regular and due payment of each and every said installment of said purchase money, and also to secure the said Weld & Sheridan and their assigns the regular, prompt and due performance of the covenants aforesaid and the said Mouse is willing to execute these presents. Now this Indenture Witnesseth, that the said Mouse for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Weld & Sheridan, their executors, administrators and assigns, the Canal Boat called Dr. Eliason to have and to hold the same unto the said Weld & Sheridan, their executors, administrators and assigns forever. Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents that if the said Mouse shall well and truly pay unto said Weld & Sheridan, their executors, administrators and assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money with interest as aforesaid shall be fully paid; and if the said Mouse 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 Mouse 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 said Mouse to freight for the company or person designated by said Weld & Sheridan or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Mouse then, and in either event the said Weld & Sheridan or their assigns are hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said 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 Weld & Sheridan, or their assigns, of said purchase money and interest. In Witness whereof the said Mouse hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Test.:

Philip Mouse {Seal}

State of Maryland, Washington County, to wit,

I hereby certify that on this second day of October 1873 before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County personally appeared Philip Mouse and acknowledged the foregoing instrument to be his act and deed.

W. H. Lowe, J. P.

State of Maryland, Allegany County, to wit,

Be it remembered and it is hereby certified that on this 4<sup>th</sup> day of October 1873 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Thomas Sheridan, one of the mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Washington County, MD, Deed Book WMcKK 6, page 152, 10/23/1873.

At the insistence of Weld & Sheridan the following Mortgage is recorded October 23<sup>rd</sup> 1873.

This Indenture, Made this 12<sup>th</sup> day of October eighteen hundred and seventy-three between Charles Hetzer of Washington County, State of Maryland of the first part and Weld & Sheridan of Allegany County, State of Maryland of the second part. Whereas the said Weld & Sheridan has this day sold to the said Hetzer the Canal Boat called Jack E. Stanhope at and for the sum of sixteen hundred dollars, which the said Hetzer is to pay unto the said Weld & Sheridan and their assigns in installments of thirty five dollars each for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, and intermediate points, until the entire purchase money is paid with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale between the said Hetzer and the said Weld & Sheridan, that the said Hetzer shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done; and to give a preference in freighting to the coal of such company or persons as said Weld & Sheridan may from time to time direct, provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service, within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repairs; all of which said stipulations the said Hetzer hereby covenants and agrees with the said Weld & Sheridan and their assigns to fulfill and perform. Provided Always that if from any cause whatsoever, said Weld & Sheridan shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld & Sheridan to the services of the boat for that trip is cancelled, except so far as his right to claim the trip money is concerned. And whereas the said Hetzer is anxious to secure unto the said Weld & Sheridan and their assigns the regular and due payment of each and every said installment of said purchase money, and also to secure the said Weld & Sheridan and their assigns the regular, prompt and due performance of the covenants aforesaid and the said Hetzer is willing to execute these presents. Now this Indenture Witnesseth, that the said Hetzer for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Weld & Sheridan, their executors, administrators and assigns, the Canal Boat called Jack E. Stanhope to have and to hold the same unto the said Weld & Sheridan, their executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents that if the said Hetzer shall well and truly pay unto said Weld & Sheridan, their executors, administrators and assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money with interest as aforesaid shall be fully paid; and if the said Hetzer 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 Hetzer 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 said Hetzer to freight for the company or person designated by said Weld & Sheridan or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Hetzer then, and in either event the said Weld & Sheridan or their assigns are hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said 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 Weld & Sheridan, or their assigns, of said purchase money and interest. In Witness whereof the said Hetzer hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Test.: Wm. H. Hacken, J.P.

Charles Hetzer {Seal}

State of Maryland, Washington County, to wit,

I hereby certify that on this 15<sup>th</sup> day of October 1873 before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County personally appeared Charles Hetzer and acknowledged the foregoing instrument to be his act and deed.

Wm. H. Hacken, J. P.

State of Maryland, Allegany County, to wit,

Be it remembered and it is hereby certified that on this 23<sup>rd</sup> day of October 1873 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Thomas Sheridan, one of the mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Washington County, MD, Deed Book IN 13, page 104, 4/12/1858.

At the request of Joseph L. Russell, the following Bill of Sale was recorded April 12<sup>th</sup> 1858.

Know all men by these presents, that I, Israel Russell of Jefferson County and State of Virginia, for and in consideration of Thirteen Hundred and sixty five dollars and forty six cents (\$1,365.46), paid me by Joseph L. Russell of the same County and State aforesaid, do hereby bargain and sell to the said Joseph L. Russell, the following property, that is to say one Canal Boat named the James F. Essex, with furniture and apparatus - one Canal Boat named J. F. Wheatly, with furniture and apparatus, one hundred and seventeen fish Tubs or Hogsheads, thirty three fish barrels, a lot of Ropes, Block & Tackle, and three sets of Boat Gear. All said property being in Washington County, in the State of Maryland, and said Boats with furniture and apparatus being in the Chesapeake & Ohio Canal, in said Washington County and State of Maryland. Witness my hand and seal this 10<sup>th</sup> day of April, in the year of our Lord, eighteen hundred & fifty-eight.

Teste: John Lavin, John T. O'Byrne

Israel Russell {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 10<sup>th</sup> day of April in the year of our Lord, eighteen hundred and fifty-eight, before me the subscriber, a Justice of the Peace, for Washington County aforesaid, personally appeared Israel Russell, and acknowledged the foregoing Bill of Sale to be his act. And at the same time before me also appeared Joseph L. Russell and made oath in due form of law that the consideration set forth in said Bill of Sale is true and bona fide, as herein set forth.

Acknowledged before me,

John Lavin, J.P.