

MOORE - STONE FAMILY HISTORY

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Revised NOVEMBER 2013



## PREFACE

This MOORE - STONE FAMILY HISTORY was built upon the family records compiled by Lilly Lievsay. Her collection forms the basic structure of this family history. An effort was undertaken to verify and amplify the family history as regards their involvement with the Chesapeake and Ohio Canal. After the story was first drafted, Judith Welles published her book *Lilly Stone* (ISBN: 978-0-615-66983-0) which also drew from the Lilly Lievsay Collection. Mrs. Lievsay gave my contact information to Ms. Welles, who subsequently contacted me and the three of us have been working on the story ever since. Of course if another person has the interest and resources to develop this family history before or after their Chesapeake and Ohio Canal days, that information would be welcome. A family history may have many authors.

All photographs are from the Lilly Lievsay Collection, unless otherwise footnoted.

The table of vital statistics for the two families at the end of this Report was initially built from the Lilly Lievsay Collection. When obituaries, wills, family bibles, birth announcements, obituaries or tombstones were found, the data was refined. Thus the data in the table is believed to be the most accurate.

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

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## PRE-1850

John Moore, the patriarch of the family, was born in England, the son of a printer. He ran away from home at about the age of 16 and came to America where he signed up for the Revolutionary War. Family lore has it that he returned home from the Revolutionary War with little except a pocket Bible which had a bullet hole in it, said to have saved his life. The location of the Bible today is unknown. After that war, he married Elizabeth Keadle on March 3, 1783 and they settled in Prince George's County, MD. They had five children together. He died in 1799 and is buried in Upper Marlboro, Prince George's County, Md. About 1802, Elizabeth remarried, a Major Stansberry, and that branch of the family remains without research. Sons John and Benjamin left home and went to Virginia.

Their oldest son, John Moore married Mary Catherine Mann on April 22, 1815, and they had five children together prior to ca. 1850 or 1860 when the following paintings were made.



That was Capt. John Moore on the left above and Mary Catherine Mann Moore on the right.

Charles Henry Stone, the patriarch of that family, was also born in England. Family lore has it that he was a midshipman in the British Navy, served with the British in the Revolutionary War and came to America after the war. He first settled in Franklin Township, Somerset County, New Jersey where he had a cotton mill, which burned down; he re-built the cotton mill and it too burned down. He married twice. Little is known about the first marriage except that there were two sons: William James, who subsequently became an engraver; and Henry, who subsequently became a lithographer in Washington, D.C. The second marriage occurred on Jan. 1, 1804 to Anna Marie Garnett at White House Farm (now Buccleuch Mansion Museum, New Brunswick, NJ) and their first five children were born in Somerset County, New Jersey.

On February 10th, 1817, Congressman Lewis Condist, from New Jersey, wrote a letter to then acting Secretary of War, Mr. George Graham, requesting the appointment of John Garnett Stone, oldest son of Charles H. and Anna Marie Stone, to the Military Academy at West Point. John Garnett Stone was twelve years old at the time [a transcript of the letter is appended at the back of this report.]

Charles Henry Stone moved most of his family to Washington, D.C. sometime between 1817 and 1819 where his last two children were born; on July 19th 1819 Anna Marie Stone wrote a second letter to the Secretary of War, now that John G. Stone was then fourteen years of age, and asked that the Cadet warrant be sent to her. Her son had remained in New Jersey with her father to further John's education. On August 28th 1819, John Garnett Stone accepted the appointment of a Cadet in the service of the United States. His academic records have not been found. We do know that in July 1821 he was on furlough till 1 Sept. 1821. By August 1821 he had joined from furlough. And then in October 1821 he had resigned. His whereabouts between Oct. 1821 and Jan. 1839 remain to be found.

On May 12, 1833, by the Rev. Mr. Reck, Mr. John G. Stone was married to Miss Amelia A. Reitz, both of Washington County.<sup>1</sup>

A local newspaper recorded among the several appointments by the Governor and Council, John G. Stone - Justice of the Peace & Coroner - District No. 1.<sup>2</sup> The following March he was again appointed a Justice of the Peace & Corner - District No. 4.<sup>3</sup>

John Moore was involved in the construction of the Chesapeake and Ohio Canal; on or about February 10, 1836 he was awarded contracts to build Section Nos. 212 and 218.<sup>4</sup> Contracts for 34 sections were let, which comprehended the whole line of 27 miles from Dam No. 5 to the Cacapon, a point 10 miles above the town of Hancock. The work was to be completed by the 1st of January next. And on June 20, 1836 he was awarded contracts to build Culverts Nos. 147-148 and 151-152.<sup>5</sup> Culvert No 147 was located near McCoy's Ferry Drive-in Campground at Mile Post (M.P.) 112.05 (4' span , built 1837-1838) and No. 148 was located at M.P. 112.23 (6' span, built 1837-1838).<sup>6</sup> The other two are located near Big Pool at M.P. 114.83 for Culvert 151 (4' high sidewalls, 6' span) and M.P. 115.02 for Culvert 151 (4' span, built 1836-1837).<sup>7</sup>

In March of 1837 John G. Stone was appointed one of the Coroners of Washington County.<sup>8</sup> The following year he was reappointed to the office.<sup>9</sup> The two Coroner's Commissions are provided at the end of this report.

The same year, 1838, John G. Stone and Amelia A. Stone, his wife, sold a 188 acre parcel of land on the road leading from Sharpsburg to Shepherdstown to Jacob H. Grove for \$9,410.<sup>10</sup> Apparently Jacob H. Grove put \$4,000 down and took a mortgage for the balance due, \$5,410, to be paid in five

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<sup>1</sup> *The Mail*, Hagerstown, MD, newspaper, Friday, 5/17/1833, p. 3.

<sup>2</sup> *Hagerstown Mail*, Hagerstown, MD, newspaper, Friday, 3/13/1835, p. 3 and *Torch Light*, Hagerstown, Md., newspaper, Thursday, 3/12/1835, p. 3.

<sup>3</sup> *Hagerstown Mail*, Hagerstown, MD, newspaper, Friday, 3/18/1836, p. 3 and *Torch Light*, Hagerstown, Md., newspaper, Thursday, 3/17/1836, p. 3.

<sup>4</sup> Unrau, Harlan D., *History of the C & O Canal*, Chesapeake & Ohio Canal National Historical Park, Hagerstown, Md. August 2007, p. 265 and *Phoenix Civilian*, Cumberland, Md., newspaper, Tuesday, 2/16/1836, p. 3.

<sup>5</sup> *Ibid.*, p. 211.

<sup>6</sup> Hahn, Thomas, F., *Towpath Guide to the C & O Canal*, published by the American Canal and Transportation Center, © 1992, p. 161,

<sup>7</sup> *Ibid.*, p. 165.

<sup>8</sup> Washington County Courthouse, Hagerstown, MD, Liber SS, folio 646, recorded 3/25/1837 and *Hagerstown Mail*, Hagerstown, MD, newspaper, Friday, 3/31/1837, p. 3.

<sup>9</sup> Washington County Courthouse, Hagerstown, MD, Liber TT, folio 253, recorded 2/19/1838 and *Hagerstown Mail*, Hagerstown, MD, newspaper, Friday, 2/23/1838, p. 3.

<sup>10</sup> Washington County Courthouse, Hagerstown, MD, Liber TT, folio 556, recorded 8/7/1838.

annual installments of \$1,082 each, plus interest.<sup>11</sup> Looking at the Washington County Land Records, it is not obvious when John & Amelia Stone purchased the parcel of land.

John G. Stone was also involved in the construction of the Chesapeake and Ohio Canal. On January 5, 1839, "Chief Engineer Fisk informed the board that the line of the canal between Dams Nos. 5 and 6 was nearly ready to be watered. Accordingly, the board appointed John G. Stone to be superintendent of the new division."<sup>12</sup> His compensation was \$1,200 per annum in 1839 and \$800 per annum in 1840.<sup>13</sup> He remained superintendent of 4th Division through May 7, 1840 when Joseph Hollman replaced him.<sup>14</sup>

The 1840 census listed John G. Stone, age 20-30 [Sic 35]; his wife, age 20-30 [22]; and one male child, age 5-10.<sup>15</sup> The identity of that male child is unknown.

The 1840 census listed Philip Stone, a free white person - male - 20 thru 29 [he was 24 years of age] farming in Rockville.<sup>16</sup> He had three slaves.

In April of 1841 John G. Stone bought a Lot, with a house, in the Town of Clearspring.<sup>17</sup> Then on June 1, 1841 John G. Stone was returned to Superintendent 4th Division.<sup>18</sup> His compensation was \$800 per annum.<sup>19</sup> Later that summer, on August 12th, 1841 he bought an additional piece of land within "The Resurvey on Hazard and Locust Thicket."<sup>20</sup> In 1842, the yearly compensation for all Superintendents was reduced to \$700.<sup>21</sup>

On Oct. 11, 1842, Philip Stone married Olivia Dunbar Magruder in Montgomery County, Md.

In April of 1843 a William Law of Washington County had accumulated several notes, due bills and accounts totaling \$94.74; the largest of which was \$42.50 to John G. Stone. To secure the payment thereof William Law took a mortgage on one half of his goods, furniture and household stuff.<sup>22</sup>

In September 1843 a freshet struck the canal, worse than the April freshet of the same year. "The canal above Dam No. 5 experienced about the same amount of damage as it had earlier in April despite the fact that the height of the water was generally at least three feet lower. . . Had all the breaks caused by the April freshet been repaired in such a manner on the portions of the line, Superintendent John G. Stone of the Third Division reported that 'the damage would have been but a

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<sup>11</sup> Washington County Courthouse, Hagerstown, MD, Liber TT, folio 554, recorded 8/7/1838.

<sup>12</sup> Unrau, Harlan D., *History of the C & O Canal*, Chesapeake & Ohio Canal National Historical Park, Hagerstown, Md. August 2007, pp. 217, 545 & 597.

<sup>13</sup> *Payroll Records From Chesapeake and Ohio Canal Company, 1839, 1840, 1841, 1845(2), 1846, 1847, 1848 & 1850*. Transcribed by William Bauman, available at [www.candocanal.org/histdocs/index.html](http://www.candocanal.org/histdocs/index.html).

<sup>14</sup> *Ibid.*, pp. 546 & 599.

<sup>15</sup> 1840 Census, Maryland, Washington County, p. 3.

<sup>16</sup> 1840 Census, Maryland, Montgomery County, P. O. Rockville.

<sup>17</sup> Washington County Courthouse, Hagerstown, MD, Liber YY, folio 133, recorded 4/5/1841.

<sup>18</sup> Unrau, Harlan D., *History of the C & O Canal*, Chesapeake & Ohio Canal National Historical Park, Hagerstown, Md. August 2007, pp. 604, 607 & 609.

<sup>19</sup> *Payroll Records From Chesapeake and Ohio Canal Company, 1839, 1840, 1841, 1845(2), 1846, 1847, 1848 & 1850*. Transcribed by William Bauman.

<sup>20</sup> Washington County Courthouse, Hagerstown, MD, Liber YY, folio 534, recorded 8/26/1841.

<sup>21</sup> *Payroll Records From Chesapeake and Ohio Canal Company, 1839, 1840, 1841, 1845(2), 1846, 1847, 1848 & 1850*. Transcribed by William Bauman.

<sup>22</sup> Washington County Courthouse, Hagerstown, MD, Liber OHW 1, folio 62, recorded 4/10/1843.

trifling in comparison to what they are now."<sup>23</sup> The repairs must have been completed in a timely manner for on October 25, 1843 Mr. Lewis Beard, who justly owed John G. Stone \$75.00, gave him a mortgage using one half the proceeds on 15 acres of wheat and on 5 acres of Rye as collateral.<sup>24</sup> Later, on November 26, 1843 Mr. Greenberry McGruder was justly indebted unto John G. Stone in the amount of \$1,100. Mr. McGruder gave Mr. Stone a mortgage, using two Negroes and a Canal Boat called "Honey Wood," as collateral.<sup>25</sup>

The Washington County [Henry] Clay Convention met at Hagerstown on Dec. 2, 1843 to organize for the upcoming Presidential elections.<sup>26</sup> Among the several resolutions adopted was one to appoint two members from each election District to propose a plan of organization for the Clay Clubs of the County. For District No. 5, Michael Smith and John G. Stone were appointed.

On Jan. 20, 1844 the Whigs of Clearspring District assembled at the house of Daniel Flory. On the motion of Daniel Flory a committee of three, composed of Michael Smith, John G. Stone and Samuel Middlekauff, were appointed by the Chair to report to the meeting the names of 20 delegates to represent this district in the Congressional Convention, which was to be held at Hagerstown on the 27th January, 1844 for the purpose of nominating a candidate for Congress, and appointing a delegate to the Whig National Convention.<sup>27</sup> On Jan. 23, 1844 the Whigs of District No. 4 did meet again at the house of Mr. Flory, in Clearspring, and appointed ten delegates to the County Convention, to assemble in Hagerstown, on Saturday the 30th inst.<sup>28</sup> The appointees included John G. Stone.

In April of 1844 John G. Stone and Amelia, his wife, sold their lot of ground in Clearspring to Thomas W. McAtec for \$1,100.<sup>29</sup> Mr. McAtec did not actually have the cash and so he gave five notes or obligations to Mr. Stone, using the lot he had just bought and one other, also in Clear Spring, as collateral.<sup>30</sup> That same month, Jacob H. Grove completed paying his installment payments on the 188 acre tract of land bought from John G. and Amelia A. Stone in 1838 and Jacob H. Grove was granted a Release of Mortgage.<sup>31</sup>

On May 25, 1844, the canal board reduced the number of divisions on the navigable portion of the canal from four to three and appointed John G. Stone, Superintendent 3rd Division.<sup>32</sup> Also on May 25, 1844 the 1st Division of the canal went from the eastern terminus (M.P. 0) to Edwards Ferry Lock 25 (M.P. 30.84) with John Y. Young as Superintendent.<sup>33</sup> Mr. Young had served as Superintendent since 1832. John Moore served as lock keeper at Locks 1 - 4, Tidelock A and Tidelock B, at least from May 31, 1845.<sup>34</sup> Tidelock A was located where Rock Creek emptied into the Potomac River.

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<sup>23</sup> Unrau, Harlan D., *History of the C & O Canal*, Chesapeake & Ohio Canal National Historical Park, Hagerstown, Md. August 2007, p. 284.

<sup>24</sup> Washington County Courthouse, Hagerstown, MD, Liber OHW 1, folio 633, recorded 10/26/1843.

<sup>25</sup> Washington County Courthouse, Hagerstown, MD, Liber OHW 1, folio 694, recorded 11/28/1843.

<sup>26</sup> *The Hagerstown Torch Light & Public Advertiser*, Hagerstown, MD, newspaper, Thursday, 12/7/1843, p. 2

<sup>27</sup> *The Hagerstown Torch Light & Public Advertiser*, Hagerstown, MD, newspaper, Thursday, 1/25/1844, p. 2.

<sup>28</sup> *The Hagerstown Torch Light & Public Advertiser*, Hagerstown, MD, newspaper, Thursday, 3/28/1844, p. 2

<sup>29</sup> Washington County Courthouse, Hagerstown, MD, Liber OHW 2, folio 111, recorded 4/8/1844.

<sup>30</sup> Washington County Courthouse, Hagerstown, MD, Liber OHW 2, folio 112, recorded 4/8/1844

<sup>31</sup> Washington County Courthouse, Hagerstown, MD, Liber OHW 2, folio 132, recorded 4/11/1844

<sup>32</sup> Unrau, Harlan D., *History of the C & O Canal*, Chesapeake & Ohio Canal National Historical Park, Hagerstown, Md. August 2007, pp. 548 & 612.

<sup>33</sup> *Ibid.*, p. 548.

<sup>34</sup> *Seventeenth Annual Report*, (1845), pp. 9 - 10.

Tidelock B was located at 17th Street and Constitution Ave. on the Washington Branch of the C & O Canal. John Moore continued to serve at Tidelock B through Dec. 31, 1846.<sup>35</sup>

In January of 1845 John H. Kidwell in consideration of \$150 sold certain goods, household stuff, implements and furniture, then located in Hancock, to John G. Stone.<sup>36</sup> It would appear that John H. Kidwell was having financial difficulties and borrowed \$150, with his stuff as collateral; no record of release has been found. Then in June of 1845, John G. and Amelia Stone, in consideration of \$600, sold a six acre and thirty-nine perch tract of land to Jeremiah Mason, Sr.; this tract of land was a part of "The Resurvey on Hazard and Locust Thicket."<sup>37</sup> Also in June, 1845 John G. Stone, Administrator for the estate of Charles Byrnes, notified the heirs of the deceased that he had funds in his possession, being the proceeds of the estate, which would be paid to them on their appearing and substantiating their claims.<sup>38</sup>

Superintendent Young resigned in June 1845 and the board agreed to reduce the length of the 1st Division only to cover the distance from the eastern terminus to Guard Lock No. 1 (M.P. 5.02). John Moore, the newly appointed superintendent of this division, would receive \$60 per year. He declined the offer. We see that on May 31, 1845, John Moore was already keeper of Locks 1 to 4 and Tidelocks A and B at a salary of \$600 per year and John G. Stone was Superintendent 3rd Division at a salary of \$800 per year.<sup>39</sup> John Moore was still there (tending all four locks) and John G. Stone was still Superintendent 3rd Division on December 31, 1845, 1846 and 1847.<sup>40</sup> We read that on October 2, 1847, "the board had authorized John Moore, the lock tender at Georgetown, to construct a dry dock for the repair of boats near Lock No. 1."<sup>41</sup> John Moore was still the Keeper of Locks 1 to 4 and John G. Stone was Superintendent 3rd Division on December 31, 1848,<sup>42</sup> and on December 31, 1850 they were still at their posts.<sup>43</sup>

On January 2, 1846 in consideration of \$500, John G. Stone sold a negro man, named Sandy Brown, to Greenbury Magruder.<sup>44</sup> No record has been found regarding the initial possession or purchase of any slaves by John G. Stone; this seems to be an anomaly. Later that same year, 1846, William W. Beecher was indebted in the amount of \$50 to John G. Stone; who accepted a mortgage on the personal property of Mr. Beecher payable on or before April 1, 1848.<sup>45</sup>

During the summer of 1846 a newspaper reported: "**Drowned.** - We understand that Mr. James Hannah, of the Clearspring District, on Tuesday last, while crossing one of the "Four Locks," of the Canal, above Clearspring, fell into the Canal and was drowned before anyone could come to his

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<sup>35</sup> *Nineteenth Annual Report* (1847), pp. 19 - 20.

<sup>36</sup> Washington County Courthouse, Hagerstown, MD, Liber OHW 2, folio 634, recorded 1/9/1845.

<sup>37</sup> Washington County Courthouse, Hagerstown, MD, Liber IN 1, folio 171, recorded 6/5/1845.

<sup>38</sup> *Herald of Freedom*, Hagerstown, MD, newspaper, Wednesday, 7/2/1845, p. 2

<sup>39</sup> Unrau, Harlan D., *History of the C & O Canal*, Chesapeake & Ohio Canal National Historical Park, Hagerstown, Md. August 2007, pp. 611 & 612. And *Payroll Records From Chesapeake and Ohio Canal Company, 1839, 1840, 1841, 1845(2), 1846, 1847, 1848 & 1850*. Transcribed by William Bauman.

<sup>40</sup> *Payroll Records From Chesapeake and Ohio Canal Company, 1839, 1840, 1841, 1845(2), 1846, 1847, 1848 & 1850*. Transcribed by William Bauman.

<sup>41</sup> Unrau, Harlan D., *History of the C & O Canal*, Chesapeake & Ohio Canal National Historical Park, Hagerstown, Md. August 2007, pp. 222 & 345

<sup>42</sup> *Payroll Records From Chesapeake and Ohio Canal Company, 1839, 1840, 1841, 1845(2), 1846, 1847, 1848 & 1850*. Transcribed by William Bauman.

<sup>43</sup> *Ibid.*.

<sup>44</sup> Washington County Courthouse, Hagerstown, MD, Liber IN 1, folio 495, recorded 1/3/1846.

<sup>45</sup> Washington County Courthouse, Hagerstown, MD, Liber IN 2, folio 29, recorded 8/10/1846.

assistance. John G. Stone, Esq., hurried to his assistance as soon as possible, but was too late to save him."<sup>46</sup>

A Mr. Samuel Deitrick had financial difficulties and Sheriff Thomas Martin held a Sheriff's Sale to auction off his estate, right, title, interest, property, claim and demand, at law and equity, of his Lots No. 11, 139 and 140 in the town of Sharpsburg.<sup>47</sup> John G. Stone was the high bidder, at \$115, for the two lots No. 139 and 140 in the town of Sharpsburg.<sup>48</sup> In March 1847, in consideration of \$500 John G. Stone bought additional land from Lewis G. Stanhope.<sup>49</sup> In June 1847 Samuel Deitrick died and John G. Stone was named Administrator of the estate.<sup>50</sup> In July 1847 John G. and Amelia A. Stone in consideration of \$85 sold the two lots No. 139 and 140 in the town of Sharpsburg to Benjamin F. Cronise.<sup>51</sup>

1848 started out with the following newspaper account: "**The Canal.** - We are happy to learn from the Williamsport Times - the accredited organ of the Canal - is ready for navigation at all points of the Line - the breach at Dam No. 4 having been repaired and the water let in on Saturday evening. That portion of the injured works, under the superintendence of John G. Stone, Esq. as we learn from the Times, has been repaired three weeks ago, and a considerable trade has been doing between the "up country" and Williamsport during this time."<sup>52</sup> By April of 1848 John G. Stone had sold the estate of Samuel Deitrick and was prepared to make distribution of the funds to debtors on June 1st.<sup>53</sup>

On December 8, 1848, "The board authorized John G. Stone, Superintendent of the Third Division, to build a lockhouse on the company's land at Lock No. 44, at as low a rate as practicable."<sup>54</sup> Back in 1835 a contract had been let to Joseph Hollman to build this lockhouse; but apparently it never happened. So during the summer and fall of 1848, company hands built the house for \$300 under the supervision of John G. Stone.<sup>55</sup> The following summer, Thomas W. McAtec completed payment on his five notes for the two parcels of land in Clear Spring and received a Release of Mortgage.<sup>56</sup>

On July 21, 1849, John Moore and his son John D. W. Moore of Georgetown drafted an indenture on the Canal Boat called "Tip and Tyler" as collateral for a debt of \$44 by Bernard McGee of Georgetown. A copy of the draft is included at the back of this report; the date and place of record for the indenture has not been found.

Also in July 1849 a newspaper reported: "**Wheat Crop Burnt** - In the stack yard of Mr. Philip Stone, about four miles from Rockville, Md., nine large stacks of wheat were destroyed by fire on Thursday last - supposed to have been lighted by boys, but it is not known that it was by design."<sup>57</sup>

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<sup>46</sup> *The Torch Light*, Hagerstown, MD, newspaper, Thursday, 8/20/1846, p. 2.

<sup>47</sup> *The Hagerstown Torch Light & Public Advertiser*, Hagerstown, MD, newspaper, Thur., 5/28 & 6/26/1846, p. 3.

<sup>48</sup> Washington County Courthouse, Hagerstown, MD, Liber IN 2, folio 58, recorded 8/1/1846.

<sup>49</sup> Washington County Courthouse, Hagerstown, MD, Liber IN 2, folio 361, recorded 3/15/1847.

<sup>50</sup> *Weekly Herald of Freedom*, Hagerstown, MD, newspaper, Wednesday, 6/9/1847, p. 3.

<sup>51</sup> Washington County Courthouse, Hagerstown, MD, Liber IN 3, folio 123, recorded 1/20/1848.

<sup>52</sup> *Weekly Herald of Freedom*, Hagerstown, MD, newspaper, Wednesday, 2/16/1848, p. 3.

<sup>53</sup> *Weekly Herald of Freedom*, Hagerstown, MD, newspaper, Wednesday, 4/12/1848, p.

<sup>54</sup> Unrau, Harlan D., *History of the C & O Canal*, Chesapeake & Ohio Canal National Historical Park, Hagerstown, Md. August 2007, p. 223.

<sup>55</sup> *Ibid.*, p. 248.

<sup>56</sup> Washington County Courthouse, Hagerstown, MD, Liber IN 4, folio 408, recorded 7/24/1849.

<sup>57</sup> *The Sun*, Baltimore, Md., newspaper, Tuesday, 7/31/1849, p. 1.

Hunter, Harris & Co. had been given a comprehensive contract to complete the last 50 miles of the Chesapeake and Ohio Canal. We have learned that John D. W. Moore was also active in completing the canal. From October to December 1849 he had a large crew of men working to complete Aqueduct No. 10 [Town Creek Aqueduct].<sup>58</sup> We haven't learned whether these men were Hunter, Harris & Co. employees or they worked independently for John D. W. Moore who supervised their efforts.

## 1850 - 1859

Then from January through mid-June, 1850 he moved his crew to Locks 62 to 66 to help complete them.<sup>59</sup> By April 1850, the Hunter, Harris & Co. work had dropped off and payments to laborers so delayed that its trustees took over. But even they failed to finish the work and abandoned it in Aug. when they ran out of money. John D. W. Moore had a different crew working, probably in the Town Creek area, during August and September 1850, possibly for Michael Byrnes.<sup>60</sup> Michael Byrnes had taken over the effort and got the canal open by October 1850 and continued work on the remaining details.<sup>61</sup>

Early in 1850 John Moore received the following anonymous note.<sup>62</sup>

*Mr. Moore this is to notify you to leave the line directly if you know what is in store for you. You have been the cause of defeating our objectives by having arms brought on the canal and we must lay out our hard earnings & we will have satisfaction. You met & resisted us what no other man did on the lines.*  
March 21st 1850.

The background on what incited the anonymous writer to send such a note remains to be discovered.

However, the following newspaper advertisement suggests there had been some social tension: "**MARSHAL'S SALE.** - By virtue of a writ of *venditioni exponas*, on judgment of condemnation, issued from the Clerk's office of the Circuit Court of the District of Columbia for the county of Washington, and to me directed, I shall expose to public sale, for cash, on Saturday, the 30th of March instant, at 12 o'clock M., at the lower bridge between Washington and Georgetown, one Canal Boat, called the *James Rumsey*, seized and levied upon as property of Edward and Henry Trail, and sold to satisfy Judicial No. 122, to March term, 1850, in favor of John D. W. and John Moore.  
RICHARD WALLACE  
Marshal of the District of Columbia."<sup>63</sup>  
mar 20 - dts

The announcement also ran on Mar. 26 & 29. On Mar. 30 and April 5, the announcement indicated that the sale was postponed to Thursday, April 4 inst., same hour and place.

The census of 1850 listed both the Frances Stone and Philip Stone families as living in adjacent dwellings 216 and 217 and very near John T. Minnie in census dwelling 212 (Lock 15).<sup>64</sup> John T. Minnie, age 30, was lock keeper at Lock 15 [M.P. 13.45, near the Great Falls of the Potomac] for only 8 months in 1850. Living with him were: Elizabeth A. Minnie, age 19; and Mary F. Minnie, age

<sup>58</sup> *PAYROLL RECORDS FROM JOHN D. W. MOORE JOURNAL*, from the Lilly Lievsay Collection, transcript available at [www.candocanal.org/histdocs/index.html](http://www.candocanal.org/histdocs/index.html).

<sup>59</sup> *Ibid.*

<sup>60</sup> *Ibid.*

<sup>61</sup> Personal communication, Dr. Karen Gray, PhD, Headquarters Library Volunteer, C&O Canal NHP, 7/10/2012.

<sup>62</sup> From the Lilly Lievsay Collection.

<sup>63</sup> *Daily National Intelligencer*, Washington, D.C., newspaper, Tuesday, 3/20/1850, p. 2.

<sup>64</sup> 1850 Census, Maryland, Montgomery County, 4th (Rockville) District, enumerated on 8/7/1850, p 27.

1. Now we have the locale for the two farms. Frances Stone, age 41 was a farmer with real estate valued at \$100. Living with him were: Harriet, age 32; Elizabeth, age 11; Anna, age 9; Henry, age 5; Amelia, age 3; and Olivia, age 6/12. Henry Shorter, 19 years old, black, lived with them probably as a farm hand although no occupation was given for him. In the next dwelling, Philip Stone, age 34 was a farmer with real estate valued at \$3,100. Living with him were: Olivia, age 33; Henry, age 6; John A. C., age 5; Frances P., age 4; Eliza L., age 3; Philip, age 1; and Samuel Hepburn, 20 years old, black, a laborer. The 1850 census - Slave Schedule reported Philip Stone having seven slaves,<sup>65</sup> none of which were 20 years old; thus we suspect Samuel Hepburn was a free black man.

The 1850 census reported Lewis T. Moore, age 30, a lawyer, living in a hotel in Winchester, Va.<sup>66</sup>

Considering the number of hotel residents listed in that 1850 census and that George Seevers, age 53, was the Hotel Keeper with real estate valued at \$13,000, it must have been the Taylor Hotel, shown in an undated photograph adjacent. The Taylor Hotel has been restored and looks much the same in 2015.



The 1850 census listed R. G. McCreary, Esq., age 33 a lawyer with real estate valued at \$2,000 living in Gettysburg, Pa.<sup>67</sup> Living with him were: wife Louisa [Moore], age 30; daughter Lucy, age 3/12; mother Ann, age 72; sister Harriet, age 36; and two other apparently unrelated females.

The 1850 census listed John G. Stone, age 44, a merchant with real estate valued at \$500 living in District No. 2, Washington County, Md.<sup>68</sup> Living with him were: wife Amelia A., age 32; son John G., age 11; daughter Anna E., age 10; Fanny A., age 7; Henrietta, age 4; and four other persons. District No. 2 included Williamsport, but not Four Locks.

The 1850 census listed C[harles]. H[enry]. Stone, age 45, Physician, living in Natchez, Mississippi.<sup>69</sup> Living with him were: Mary G., age 37, wife; Anna M., age 16, daughter; Lucy, age 14, daughter; Henry, age 13, son; Joseph, age 11, son; Charles, age 9, son; Garnett, age 6, son; Nolan, age 4, son; Mary L., age 2, daughter and Clarence, age 1, son.

In November of 1850 the board of directors adopted a six-division alignment for the "superintendence of the repairs" which was to take effect on January 1, 1851. John G. Stone was retained as Superintendent of 4th [Williamsport] Division.<sup>70</sup>

<sup>65</sup> 1850 Census - Slave Schedule, Maryland, Montgomery County, Rockville, enumerated 9/2/1850, p. 6.

<sup>66</sup> 1850 Census, Virginia, Frederick County, Winchester, enumerated on 11/4/1850, p. 63.

<sup>67</sup> 1850 Census, Pennsylvania, Adams County, Borough of Gettysburg, enumerated on 8/24/1850, p. 40.

<sup>68</sup> 1850 Census, Maryland, Washington County, District No. 2, enumerated on 7/19/1850.

<sup>69</sup> 1850 Census, Mississippi, Adams County, Natchez, enumerated on 7/8/1850, p. 33.

<sup>70</sup> Unrau, Harlan D., *History of the C & O Canal*, Chesapeake & Ohio Canal National Historical Park, Hagerstown, Md. August 2007, p. 550.

As an aside, we note that on March 19, 1851, Edward Dunn and Hugh Murphy bought a canal boat called *John G. Stone* for \$600 from John Young of Cumberland.<sup>71</sup> Later that same month a newspaper reported: "*Alexandria, Va., Monday Afternoon.* - To give you some idea of what the coal trade is likely to be, and its importance to this place, I send the following list of boats, which left Cumberland a few days since for Alexandria: - Freeman Rawdon, 87 3 tons coal; Salem, 80 tons coal; Cumberland, 80 14 tons of coal; G. W. Riggs, 89 17 tons of coal; Martin Hoffman, 86 05 tons of coal; Southampton, 79 04. These six have all safely arrived.

"There are hourly expected, the Ohio, 62 16 tons; Caroline, 82 06; Elizabeth, 83 19; John G. Stone, 83 02; Emily Hoffman, 99 13; Oregon, 86 10; Miles Standish, 84 17; Ann Woodward, 86 16; Westmoreland, 73 17. Mercury"<sup>72</sup>

The canal boat *John G. Stone* made regular trips that year and was subsequently sold on 4/3/1854, 10/10/1854, and 12/19/1854. We conclude that John G. Stone was held in high regard by boatmen.

On June 28, 1851 a newspaper reported:

#### **"Trip up the Canal**

"The President and Directors of the Canal Company accompanied by Gov. Lowe, and other guests, left Georgetown on Monday last, in the pleasure boat, *Flying Cloud*, Capt. Moore, for Cumberland. The object of the trip was to explore the entire line of the canal, and ascertain what, if any repairs or improvements are necessary for the accommodation of the rapidly increasing trade thereon.

"It is expected that *Flying Cloud* will reach Cumberland today."<sup>73</sup>

The *Flying Cloud* did in fact arrive on Saturday, June 28, 1851, as reported by the same newspaper the following week. In 1851 *The Alleganian* was a weekly newspaper, published on Saturdays.

In July the same newspaper published a lengthy story about that trip from Georgetown to Cumberland; it is included here in its entirety so that the reader gains some appreciation of life and times on the Canal in 1851.

#### **"The Chesapeake and Ohio Canal.**

A writer in the Alexandria Gazette gives the following account of the late excursion of the "Flying Cloud." He, as one of the guests of the President and Directors of the Chesapeake and Ohio Canal Company, has had the pleasure of accompanying the Board on a delightful excursion up the Canal from Georgetown to Cumberland.

"The party, the President, Directors, Engineer and Clerk of the Company, and a few invited guests, on board the good boat "Flying Cloud," Capt. Moore, set out from Georgetown on the morning of the 23<sup>rd</sup> ult. The object of the President and Directors being to inspect the work thoroughly, we proceeded at the rate of 30 to 40 miles per day, which afforded ample time for examination, without any sense of tediousness. The works of art, the sublime scenery, delightful breeze, and agreeable company, even with less expedition would have been sufficient to dissipate everything like *ennui*. The days journeys were so arranged as to reach convenient points for passing the nights on land, one of which was spent at Bath, that delightful spot, being but two or three miles from a point on the Canal six miles above Hancock.

"The Chesapeake and Ohio Canal is a most significant work, in length 184½ miles, in breadth at the water surface 60 feet, the first 134 miles; and 54 feet in width from Dam No. 6 to Cumberland. The banks are sufficient; with a full supply of water, to afford a depth of six feet; at present the levels vary from 4 to 6 feet. There are from tide water to Cumberland, 74 lift locks and 3 guard locks; the elevation of the basin at Cumberland being 609 feet above mid-tide in the Potomac. The Tunnel, passing through a spur of Townhill mountain, is 3118 feet long and cost \$700,000. The entire cost of the canal has been upwards of \$11,000,000. With the proceeds of the bonds guaranteed by the State of Virginia, important improvements and essential repairs have been made. Care has been had to those portions of the Canal subject to lime sinks or to those

<sup>71</sup> All canal boat data can be found at [www.candocanal.org/histdocs/index.html](http://www.candocanal.org/histdocs/index.html).

<sup>72</sup> *The Sun*, Baltimore, Md., newspaper, Tuesday, 3/25/1851, p. 4.

<sup>73</sup> *The Alleganian*, Cumberland, MD, newspaper, Saturday, 6/28/1851, p. 2.

parts composed of slaty materials, where leakage has been very great. On the division from Dam No. 1 to Dam No. 2, at the tow points (Bear Island and Seneca) where the greatest damage was done by a freshet in '43 and '47, the Canal has been made entirely secure against damage from freshets even higher than those. At Dam No. 4, where great injury has been done by freshets from water passing over and around the abutments, the guar bank, guard and stop lock, have been raised so as to protect the Canal against overflows from the highest freshet; and on the other levels, which will yet be liable to overflows, long over-falls or waste weirs have been made, the effect of which will be to lessen, if not to entirely prevent, damage from future freshets.

"The new portion of the work, from Dam No. 6 to Cumberland, 50 miles, is entirely out of the reach of freshets, and that dam is in good condition as it was the day it was completed. Dam No. 3, called the Government Dam, at Harpers Ferry, is also in good order, but the other dams, not having been originally so well constructed, require every year more or less temporary repair, and at present need raising and permanently repairing, especially dams No. 1 and 4; and on the division next above Harpers Ferry, a culvert will be substituted for a wooden trunk. This work and all other necessary on the whole line of canal, I am informed, can be done with but slight Interruption to the navigation; and there remains unexpended of the Virginia guarantee fund, sufficient to defray the probable cost.

"The coal mines are now turning out about 1,000 tons daily, and there are on the line of the canal, upwards of 80 boats suited to the coal trade and more building. Alexandria is prepared with wharves to accommodate the shipment of a quarter of a million of tons per annum, and can, as required, increase her works to almost any extent. The capacity of the canal, with its present locks, is generally spoken of as a million of tons per annum. It will probably prove much greater. With a full supply of water, there could certainly [be] more than 10,000 boats of 100 tons each, pass through the locks in one year, it requiring but three minutes to fill or empty a lock, and the whole detention of the boat not averaging more than 5 to 7 minutes. If necessary, another set of locks may be constructed at a cost of about one million dollars, thereby nearly doubling the capacity of the canal. The writer, though making no pretensions to the spirit of prophesy, will venture to predict that in less than 20 years, two millions of tons per annum will be transported on the Chesapeake and Ohio Canal, and the company will be relieved of its embarrassments.

"The banks and locks of the Canal are in good order throughout the whole line, and, with an ordinary supply of water, boats carrying 100 tons of coal can readily pass from Cumberland to tidewater at Georgetown, or through the Alexandria Canal to Alexandria. But it is now apparent, indeed it has from the commencement of the work been known, that to afford an adequate supply of water at all times from Cumberland to Dam No. 6, a distance of 50 miles, it will be necessary to construct additional works. Dam No. 8, at Cumberland, will probably be sufficient at all times to supply the first 10 miles of the Canal; the additional quantity of water necessary in the driest season is estimated at 6,000 cubic feet per minute. Since the failure of the company to obtain the guarantee of Virginia of the Company's bonds to an amount sufficient to construct the South Branch feeder (estimated cost \$150,000 and capacity in the driest season 2,550 cubic feet per minute,) the scientific and accomplished engineer, C. B. Fisk, esq., proposes raising a sufficient supply of water from the river Potomac by means of four steam pumps, placed at a distance of about 10 miles apart, (the first or upper pump 10 miles from Cumberland,) at a cost of over \$84,000, or but three pumps with Evitts Creek as a feeder; that creek is only 3 or 4 miles from Cumberland and would enter the Canal at a point favorable for furnishing water on the whole of the division from that point to dam No. 6, 45 or 46 miles. The natural flow of that stream in a dry time, is 400 cubic feet per minute, (1-15 of the capacity of four pumps) with a reservoir of 100 acres ten feet deep, it would be equal to the capacity of four pumps for five days, a supply for sixty days would require a reservoir of 600 acres 20 feet deep. If Evitts Creek be used at all, it will probably be a reservoir sufficient to supply the place of one pump. Doubts have been expressed in some quarters of the feasibility of the plan, but it is not an experiment, having been tried elsewhere, and its efficiency is capable of mathematical demonstration. Those well acquainted with the location and deeply interest in the usefulness and success of the Canal, with whom I have conversed, fully approve of the plan and express entire confidence in its adequacy."<sup>74</sup>

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<sup>74</sup> *The Alleganian*, Cumberland, MD, newspaper, Saturday, 7/19/1851, p. 2.

On March 31, 1852, John D. W. Moore registered the canal boat "Adda Canloda's," hailing out of Georgetown, D.C.<sup>75</sup> She was registered Class E, 76' length, 13'-6" breadth, drawing 12" empty and 30" loaded. On July 20, 1852 John D. W. Moore registered the canal boat "W. H. Harrison," hailing out of Georgetown, D.C.<sup>76</sup> She was registered Class D, 83' length, 13'-11" breadth, drawing 12" empty and 36" loaded.

In June of 1852, ex-Democratic Governor William Grason was appointed president of the canal company and proceeded to revive the spoils system in the management of the canal; Benjamin F. Hollman was appointed Superintendent of the Williamsport [3rd] Division, replacing John G. Stone who was fired.<sup>77</sup> On April 5, 1853 Henry Wolf of Berkeley County, Virginia borrowed \$1,200 from John G. Stone to purchase the canal boat *Eliza Wolf*,<sup>78</sup> which was registered on 4/13/1853, hailing out of Four Locks and owned by Henry Wolf.<sup>31</sup>

On December 1, 1852, John Moore and John D. W. Moore of Georgetown bought a 107+ acre tract of land, a part of "Dowell's Park," from Robert G. Davidson of Montgomery County.<sup>79</sup> John Moore and John D. W. Moore become indebted to Robert G. Davidson in the amount of \$1,619.52 by their three joint promissory notes, payable respectively in one, two and three years.<sup>80</sup> John Moore, Mary Catherine, his wife, and John D. W. Moore, all of Georgetown, D.C., used their 107+ acre part of "Dowell's Park" as collateral. On February 18, 1854 John Moore, John D. W. Moore and Gustavus White signed an agreement, good for 15 years, whereby Messrs. Moore could have a fourteen foot right-of-way through the lands of Mr. White; Messrs. Moore planned to build a rail road for the transportation of stone, wood, produce, manure and other things to and from their lands to and from the Chesapeake and Ohio Canal.<sup>81</sup>

In 1856 a newspaper reported that "Major L. T. Moore has bought Dr. Wm. McP. Fuller's fine gothic residence on the border of town, with its adjoining grounds, for the sum of \$4,250, equivalent to cash."<sup>82</sup> This residence became known as "Alta Vista." During the Civil War it served as General Thomas "Stonewall" Jackson's headquarters whenever he was occupying the town. After the Civil War, Lewis T. Moore married and raised his family in this residence, we are getting ahead of the story.

The newspaper reported: "Capt. Moore launched from his boat dock, yesterday afternoon, a handsome specimen of his skill at boat-building, a beautiful boat called the *Flying Cloud*, which he intends running on the canal as a light freight and passenger boat, and for the use of pleasure excursions up the line. The launch drew together quite a large concourse of persons."<sup>83</sup> Mention was made that on "June 4, 1858, two packets owned by John Moore and W. H. Ritter collided causing extensive damage to both vessels."<sup>84</sup> Later that year the newspaper reported: "**MARRIAGES**, On the

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<sup>75</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal, 1851 to 1861*, transcript available at [www.candocanal.org/histdocs/index.html](http://www.candocanal.org/histdocs/index.html).

<sup>76</sup> *Ibid.*

<sup>77</sup> Unrau, Harlan D., *History of the C & O Canal*, Chesapeake & Ohio Canal National Historical Park, Hagerstown, Md. August 2007, p. 556.

<sup>78</sup> Washington County Courthouse, Hagerstown, MD, Liber IN 7, folio 550, recorded 4/7/1853.

<sup>79</sup> Montgomery County Courthouse, Rockville, MD, Liber JGH 2, folio 243, recorded 5/19/1853

<sup>80</sup> Montgomery County Courthouse, Rockville, MD, Liber JGH 2, folio 145, recorded 3/10/1853.

<sup>81</sup> Montgomery County Courthouse, Rockville, MD, Liber JGH 3, folio 87, recorded 2/18/1854.

<sup>82</sup> *Winchester Republican*, Winchester, VA, newspaper, 3/21/1856, p. 2, from the Ben Ritter Collection.

<sup>83</sup> *The Evening Star*, Washington, D.C., newspaper, Thursday, 5/20/1858, p. 3.

<sup>84</sup> Unrau, Harlan D., *History of the C & O Canal*, Chesapeake & Ohio Canal National Historical Park, Hagerstown, Md. August 2007, p. 356.

25th instant, at the residence of the bride's father, by the Rev. Septimus Tentin, D.D., JOHN D. W. MOORE, Esq., of Montgomery County, Maryland, to Miss SARAH B., daughter of Charles L. Coltman, Esq., of this city."<sup>85</sup> The couple made their home on the property which John D. W. and his father had bought from Robert Davidson, noted above. John Moore resided at 37 Jefferson Street from 1858 through 1864, with occupation listed as boat builder, ship builder and Captain, per the City Directory.<sup>86</sup>

In March of 1857, John G. Stone bought two canal boats from the Lonaconing Coal & Transportation Company for \$1,570 each, bought on an installment schedule with a deposit.<sup>87</sup> Since each boat would require approximately 40 trips to make the installment payments plus interest, a canal boat running " without interruption" all season would make 20 -25 trips, it seems reasonable that John G. Stone hired a boat captain with crew and livestock to run the boats. Also because in March 1858, as mentioned following, he gained a new job which would prevent him from actually being a captain on a canal boat.

On March 18, 1858 the canal company stockholders met and elected a new board of directors, which reorganized the management of the company. The office of engineer was abolished and replaced by the office of engineer and general manager with an annual salary of \$1,500; John G. Stone, a former division superintendent, was appointed to fill the position.<sup>88</sup> Shortly thereafter a newspaper reported that at their April 24, 1858 meeting in Washington, D.C. the Board appointed officers of the Company, one of which was "*General Superintendent and Engineer* - John G. Stone, of Clearspring (the present Senator of Washington Co., Md.)."<sup>89</sup> Later that year the Canal Board met again and raised salaries including "that of Mr. Stone, general superintendent, to \$2,000."<sup>90</sup>

In May 1858 a newspaper reported: "**AFFAIRS IN ALLEGANY COUNTY** - We copy the following from the Cumberland Telegraph: *The Damage to the Canal*. - The break at dam No. 4 is on the Maryland side. It is a clear sweep, everything having been swept away to the bed of the river. It will require at least one month to repair it. The engineer and general superintendent, John G. Stone, Esq., was at the scene of the disaster on the evening of its occurrence, and was taking vigorous measures for the prompt concentration of men and materials at that point. At the time of the accident some forty or fifty boats were on the lower part of the Williamsport level, but we learn that the efficient superintendent of that division was promptly on the ground, and through his exertions the whole of them were successfully passed through on Sunday night. This was an unfortunate occurrence, happening as it does at the very threshold of the boating season."<sup>91</sup>

The next day a local newspaper reported: "**Break on Canal**. - A serious breach occurred to Dam No. 4, on the Canal, on Sunday night last. From eighty to ninety feet were swept out, and at the lowest calculation, it is estimated that it will require a month to repair the injuries after the water falls.

"This accident is truly disheartening, and is sincerely to be deplored. Operators and boatmen were in hopes that navigation would continue uninterrupted during the season, but unfortunately they were destined to be disappointed. The loss that will result from this disaster will be immense. Heavy shipments were just beginning to be made, and we had anticipated an unusually prosperous season.

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<sup>85</sup> *Daily National Intelligencer*, Washington, D.C., newspaper, Saturday, 11/27/1858, p. 1.

<sup>86</sup> Personal Communication between R. Lyle of Georgetown and G. T. Moore, of California, copy in Lilly Lievsay collection.

<sup>87</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 15, page 510, recorded 3/14/1857.

<sup>88</sup> Unrau, Harlan D., *History of the C & O Canal*, Chesapeake & Ohio Canal National Historical Park, Hagerstown, Md. August 2007, pp. 561 & 562.

<sup>89</sup> *Shepherdstown Register*, Shepherdstown, Va., newspaper, Saturday, 4/10/1858, p. 2.

<sup>90</sup> *Shepherdstown Register*, Shepherdstown, Va., newspaper, Saturday, 12/4/1858, p. 2

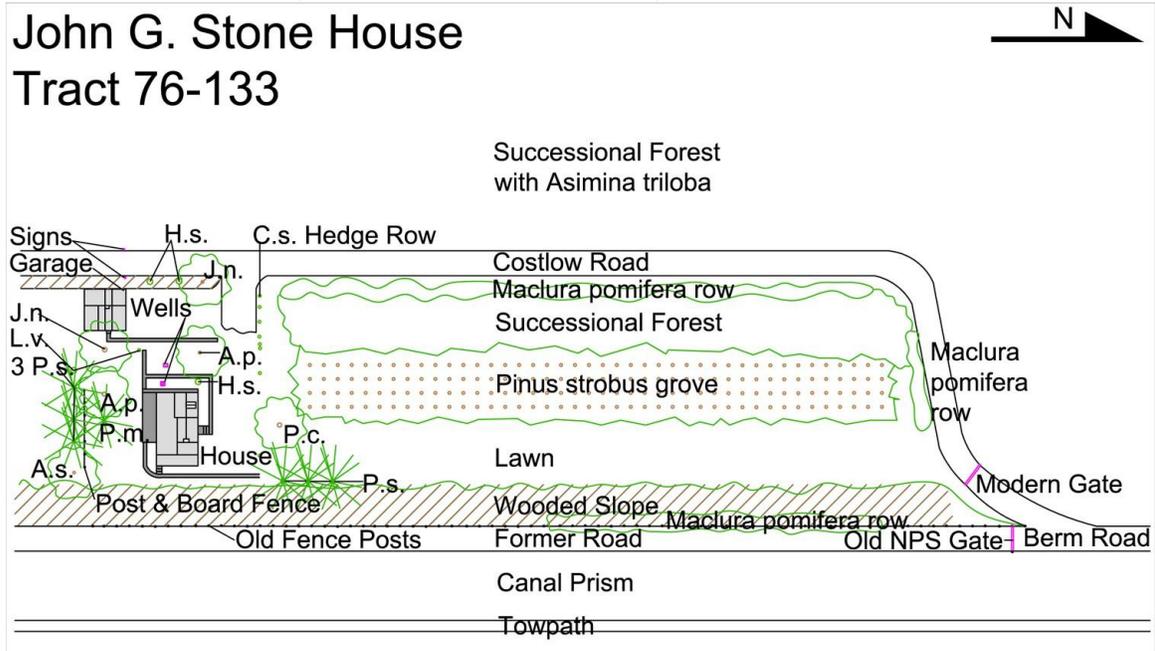
<sup>91</sup> *The Sun*, Baltimore, Md., newspaper, Friday, 5/14/1858, p. 1.

"The General Superintendent, John G. Stone, it is said, was at the scene of disaster on the day after its occurrence, taking measurements for a speedy repair of the breach.

"The dominant party will now have an opportunity of exercising their boasted skill in keeping this work in thorough order. Unlike them we are not so uncharitable as to assert that such an accident might have been averted by proper care and attention, as was last year charged upon Democratic officials. Nevertheless we desire to see that energy and efficiency displayed in re-building this dam, that they complained was not shown in the efforts of the old board."<sup>92</sup>

The marriage of John D. W. Moore, Esq., of Montgomery county, Md., to Miss Sarah B. Coltman occurred on Nov. 25th, 1858, at the residence of the bride's father, Charles L. Coltman, Esq., of Washington, D. C.<sup>93</sup>

On September 8th 1859 John G. Stone leased 8+ acres from the Chesapeake and Ohio Canal Company at Four Locks & Prather's Neck, for a term of ninety nine years, renewable.<sup>94</sup> The lease forbade the selling of ardent spirits anyplace on the leasehold. The property was located between Costlow Road and Berm Road, upstream of the Mule Barn, near Lock 50. John G. Stone built a 2-1/2 story weatherboard dwelling on the property, presumably for himself, and three log cabins which were rented to boatmen or other canal workers. The property went through several leaseholders and additions to the dwelling were made, including an ell and porches, at undetermined times. The dwelling had a dormer window in the ell, two chimneys; one in the ell and one in the main block. It had a metal roof, asbestos siding (probably added after the original construction), a covered porch on the south elevation and a 2-story covered porch on the west elevation. When the house was built, it is likely that the west elevation, which faces Costlow Road, was the front of the



house. The front entrance now appears to be on the east elevation, which faces the canal, where there is a small entrance porch over the door.

<sup>92</sup> *Democratic Alleghanian*, Cumberland, Md., newspaper, Saturday, 5/15/1858, p. 2.

<sup>93</sup> *The Evening Star*, Washington, D. C., newspaper, 11/26/1858, p. 3.

<sup>94</sup> Washington County Courthouse, Hagerstown, MD, Liber IN 14, folio 373, recorded 11/28/1859.

The above site plan for Tract 76-133 locates the dwelling on the northern 4-½ acre portion of the 8+ acre original lease.<sup>95</sup> In June of 1860, in consideration of \$50, John G. Stone leased the above 4-½ acres to Thomas Hassett for ninety nine years, renewable.<sup>96</sup> Then Thomas Hassett died and the property was leased to various owners over the years. The terms under the original lease expired in 1958. No record of any renewal attempt was found in the Washington County Land records and thus the property now belongs to the C. & O. Canal NHP. The remaining 4 acres of the original lease, were leased to Mr. Kidwell and Mr. Mosier at various times. In July 1860, in consideration of \$1, John G. Stone deeded his rental property at Four Locks to Rudolph Herr. John G. Stone apparently left the Four Locks area on or about July, 1860.

Down in Georgetown, Capt. Moore was making charter runs with his packet boat. An advertisement in a newspaper during June 1859 read: "The Potomac Light Infantry, Captain Hollingsworth, are making arrangements for a target firing, to come off tomorrow, at some point up the line of the Canal. The handsome canal packet boat *Flying Cloud*, Capt. Moore, has been chartered for the occasion, to carry the company to and from the ground."<sup>97</sup>

And then an advertisement during August 1859 read:

**"EXCURSIONS, &C.**

GRAND AFTERNOON AND MOONLIGHT Picnic of the Associated Paper-Hangers, at Arlington Spring, on TUESDAY, August 16. Tickets 8 cents, admitting a gentleman and ladies. Coaches will leave the corner of Pa. Avenue and 7th Street every hour. The *Flying Cloud* will leave Georgetown every hour."<sup>98</sup>

In December of 1859, in preparation for an "irrepressible conflict" that may be forced upon the people of Winchester, Va. and vicinity, "The Home Guard" was formed of men over 45 years of age. The organization was superintended by Col. L. T. Moore; the Company enrolled about 70 men in two days time. An Artillery Company, to be composed of aged *young* men, and a Dragoon Company were also forming.<sup>99</sup>

Things did not go well for the Frances Stone family in the 1850 decade. Three more children were born to Harriet Stone and then Frances Stone died in 1856, leaving her with eight children. Apparently, before the 1860 census, a John Dove moved in as head of the household and to run the farm.

## **1860 - 1869**

The 1860 census reported C. H. Stone, age 55, Physician, with a personal estate valued at \$3,600, living in Natchez, Mississippi.<sup>100</sup> Living with him were: Mary G., age 45, wife; Lucy, age 23, daughter; Henry, age 22, son, a Physician; Charles, age 19, son, a Medical Student; Garnett, 17, son; Nolan, age 14, son; Mary L., age 13, daughter; and Clarence, age 11, son.

The 1860 census reported John Dove, age 75 with no occupation but a personal estate of \$2,500 as head of the family in dwelling 750.<sup>101</sup> Living with him were: Harriet Stone, age 44; Elizabeth, age

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<sup>95</sup> *Four Locks*, C. & O. Canal NHP, NPS Cultural Landscapes Inventory, 2008, p. 7.

<sup>96</sup> Washington County Courthouse, Hagerstown, MD, Liber IN 15, folio 94, recorded 6/26/1860.

<sup>97</sup> *The Evening Star*, Washington, D.C., newspaper, Tuesday, 6/14/1859, p. 2.

<sup>98</sup> *The Evening Star*, Washington, D.C., newspaper, Thursday, 8/4/1859, p. 2.

<sup>99</sup> *The Conservator*, Berryville, VA, newspaper, Wednesday, 12/21/1859, p. 1, from Ben Ritter Collection

<sup>100</sup> 1860 Census, Mississippi, Adams County, Natchez, enumerated on 6/29/1860, p. 98.

<sup>101</sup> 1860 Census, Maryland, Montgomery County, 4th (Rockville) District, enumerated on 10/2/1860, p 102.

23; Ann Marie, age 19; Henry, age 15; Amelia, age 12; Olivia, age 10; John P., age 8; Mary F., age 6; and Charles, age 4. No laborers were listed. In the next dwelling, 749, lived Philip Stone, age 44, a farmer with real estate valued at \$3,500 and a personal estate valued at \$3,000. Living with him were: Olivia D., age 42; Henry P., age 17; John A. C., age 15; Frank P., age 14; Eliza L., age 13; Philip, age 11; Ann H. age 10; John G., age 8; and Mary C. R., age 2.

The 1860 census reported John Moore, age 70, occupation Boat Builder, with real estate valued at \$2,500 and a personal estate valued at \$2,000 was living in the 1st Ward, Georgetown.<sup>102</sup> Living with him were: Catherine, age 65; Esli Reed [Sic. Reid], age 30, no occupation [son-in-law], with a personal estate valued at \$100; Elizabeth Reed [Sic. Reid], age 28 [daughter]; and J. G. Reed [Sic. Reid], age 5 [grandson], born in the District of Columbia.

From the same census we read that Lewis T. Moore, age 39 was a Attorney at Law living in Winchester, Va.<sup>103</sup> He had real estate valued at \$24,925 and a personal estate valued at \$3,850. His home was located at 415 North Braddock Street, Winchester, Va. No one was reported living with him and so we surmise he was still a bachelor. That year he was one of the incorporators of *The Winchester Home Manufacturing Company*, with the purpose of preparing and manufacturing leather boots, shoes and other articles chiefly composed of leather.<sup>104</sup> The adjacent undated portrait photograph of him is from the Jerry Harpole collection.



Up in Pennsylvania it was reported that: R. G. McCreary, age 44 an Attorney at Law with real estate valued at \$4,600 and a personal estate valued at \$1,500 was living in Gettysburg.<sup>105</sup> Living with him were: Louisa, age 40; Lucy, age 10; Anna, age 8; Mary, age 4; and a domestic helper.

The 1860 census listed John G. Stone, age 53, with real estate valued at \$10,000 and a personal estate valued at \$1,600, living in Williamsport, Washington County, Md.<sup>106</sup> Living with him were: wife Amelia, age 42; daughters Ann, age 19; Francis, age 17; Henrietta, age 14; Lucy, age 9; son Robert, age 6; and son Charles, age 2. John G. Stone, Jr. had died on Feb. 3, 1854.

Earlier we reported on the trip of the packet boat *Flying Cloud* carrying the Chesapeake and Ohio Canal Company Board of Directors and assorted guests up the canal starting on June 28, 1851. In March of 1860 the newspaper reported: "Preparation - We saw the day before yesterday, in the canal dock at Georgetown, a boat under repairs, which proved to be the *Flying Cloud*, owned and commanded by Capt. Moore. This boat will be fitted up for parties who may desire to make water-trips either on the river or canal during the coming warm season. She will run to the Little or Great Falls, to Arlington, to the landing nearest the Insane Asylum, and other places, as may be desired. She will have a regular landing place near the Twelfth street bridge, in the Washington canal. Her motive power will be steam, by means of a compact oscillating engine, driven by a boiler of eighteen horse power, working on one of Cathcart's Improved Propellers, which, whilst materially assisting the boat's speed and obedience to command, creates no surge that can injure the banks of a canal. The *Flying Cloud* will make a trial trip from Georgetown to Harpers ferry."<sup>107</sup> Presumably, the *Flying Cloud* was horse or mule drawn before being refitted with steam power.

<sup>102</sup> 1860 Census, District of Columbia, 1st Ward, Georgetown, enumerated on 6/1/1860, p. 8.

<sup>103</sup> 1860 Census, Virginia, Frederick County, Winchester, enumerated on 7/5/1860, p. 72.

<sup>104</sup> Chapter 384, Acts of Assembly 1859 - 60, Richmond, Va., Passed March 17, 1860, Ben Ritter Collection

<sup>105</sup> 1860 Census, Pennsylvania, Adams County, Borough of Gettysburg, enumerated on 6/15/1860, p. 55.

<sup>106</sup> 1860 Census, Maryland, Washington County, Williamsport, enumerated on 7/5/1860, p 94.

<sup>107</sup> *Daily National Intelligencer*, Washington, D.C., newspaper, Saturday, 3/24/1860, p. 3.

The next month the same newspaper reported: "An excursion having been determined on in which the Corporation of Washington shall convey the members of the Committee for the District of Columbia of both the Senate and House of Representatives all along the line of the Washington Aqueduct to the Great Falls of the Potomac, so that they may see and examine the same, we learn that Saturday next has been appointed for the purpose. The party will proceed partly in omnibuses and partly by the steam canal boat *Flying Cloud*, visiting the distributing and receiving reservoirs, the tunnels, the Cabin John bridge, and other prominent objects along the line to the commencement at Crommelin, after which they will partake of a collation to be spread in the building at the Falls belonging to the Government, and then return direct to the District. Should not the weather be fair, some other day will be designated for the trip. The *Flying Cloud* has given a trial of her new propeller attachment, and, without any swell in the least degree injurious to the banks of the canal, makes a rate of just eight miles an hour. She will be at her wharf on the Washington Canal, at the foot of 14th Street, on Friday afternoon, to make a further trial of her speed."<sup>108</sup>

The excursion business must have been good for we read: "The steam packet boat *Flying Cloud* is now ready for excursions to the Great Falls or intermediate points, Arlington Springs and Alexandria, on moderate terms; will make trips to Alexandria on SUNDAYS, in time for divine service, and will lie over until after one o'clock. Apply to Capt. John Moore, No. 36 Jefferson St., Georgetown."<sup>109</sup> And in July the advertisement:

"THE STEAMER *Flying Cloud* having undergone a thorough examination by the government inspector, is now ready for excursion to the Great Falls or to any points on the river not over 20 miles distant.

"She will run to Arlington from Fourteenth street, or any wharf in Washington at 20 cents for the round trip or 13 cents for the single trip, or from Georgetown, by way of the canal, for 15 cents round trip; 10 cents single trip.

"Excursions to the Insane Asylum every WEDNESDAY AFTERNOON, starting from Georgetown at 12 o'clock m., and stopping at Stone Mill Wharf and other wharves in Washington, so as to reach the Asylum by 1 o'clock.  
JOHN MOORE, Proprietor."<sup>110</sup>

Between March 29 and April 2, 1860, John Moore advertised a two-story brick warehouse for rent on Louisiana avenue, between 9th and 10th sts., No. 93.<sup>111</sup>

And we read: "The board permitted the licensing of a steamboat for the transportation of both passengers and freight for the first time in April. 1860. The boat *Flying Cloud*, owned by John Moore, was to operate subject to the conditions 'heretofore imposed on packet boats.' Later in June 1862 Moore received a new license for the *Flying Cloud* to transport passengers and light freight, provided the boat did not exceed a speed of five miles per hour and that it paid the regular tolls."<sup>112</sup>

A newspaper included the following advertisement: "**MARSHAL'S SALE.** - In virtue of a writ of *fieri facias*, issued from the Clerk's office of the Circuit Court of the District of Columbia, for the county of Washington, and to me directed, I will expose to public sale, for cash, at the Market House, Georgetown, D. C., on **FRIDAY**, the 17th day of August last, commencing at 10 o'clock a. m., the following goods and chattels, to wit, viz: one Sorrel Mule and one Dun Mare Mule, seized and levied upon as the goods and chattels of Richard F. Jackson, and will be sold to satisfy judicial No. 24, to October term 1860, in favor of John Moore.

Aug 7 -dts

**W. SELDEN**  
U. S. Marshal"<sup>113</sup>

<sup>108</sup> *Daily National Intelligencer*, Washington, D.C., newspaper, Monday, 4/9/1860, p. 3.

<sup>109</sup> *The Evening Star*, Washington, D.C., newspaper, Wednesday, 4/25/1860, p. 1.

<sup>110</sup> *The Evening Star*, Washington, D.C., newspaper, Tuesday, 7/24/1860, p. 2.

<sup>111</sup> *The Evening Star*, Washington, D.C., newspaper, Monday, 4/2/1860, p. 2.

<sup>112</sup> Unrau, Harlan D., *History of the C & O Canal*, Chesapeake & Ohio Canal National Historical Park, Hagerstown, Md. August 2007, p. 357.

<sup>113</sup> *The Evening Star*, Washington, D.C., newspaper, Friday, 8/10/1860, p. 2

During the summer of 1860 John G. Stone leased a 3 acre & 3 rood tract of land in the Four Locks area to Joseph W. Turner in consideration of \$750 for ninety nine years, renewable.<sup>114</sup> Ardent spirits were not to be sold by retail on the property or in any of the buildings, and the land was to be used so as to not interfere with navigation upon the Canal. A few days later John G. Stone leased a 3 rood & 2 perch tract of land to Lewis Fernsner in consideration of \$300, also for ninety nine years, renewable.<sup>115</sup> The previously mentioned restrictions on the lease to Joseph W. Turner, applied to the lease to Lewis Fernsner. In September 1860 John G. and Amelia A. Stone sold 200+ acres of land to Nathan Williams, free colored man, in consideration of \$5,000.<sup>116</sup> The land was adjacent to the C. & O. Canal, near Four Locks.

The Civil War started April 12, 1861.

At that time Lt. Col. Lewis Tilghman Moore was commander of the 31st Virginia Militia. Lewis Tilghman Moore enlisted and was commissioned an officer in Company S., Virginia 4th Infantry Regiment on Jun. 14, 1861. From the Descriptive Muster Roll we read: "Moore, Lewis Tilghman: Field & Staff (June 14, 1861); assigned as Lt. Col. of the regiment; wounded so severely in knee at First Manassas, July 21, 1861, that he never returned to duty; died Dec. 28, 1897, in Winchester."<sup>117</sup>

That account conflicts with his obituary, given later. Lt. Col. Moore, of Winchester, was struck upon the knee-cap by a ball, so nearly spent, that it simply penetrated the skin and bruised the patella. It was partly imbedded in the soft parts of the bone, and was removed by the Colonel himself. He was imprudent enough to use the limb a good deal immediately afterwards, when inflammation of the joint set in, which came near costing him his life. He got well after a tedious and painful illness, but with the knee permanently stiffened.<sup>118</sup> Lt. Col.



Moore offered his home to serve as the headquarters for Confederate Maj. Gen. Thomas J. "Stonewall" Jackson, who accepted and lived in the house from November 1861 to March 1862, and was joined by his wife, Mary Anna, in December 1861.



<sup>114</sup> Washington County Courthouse, Hagerstown, MD, Liber IN 15, folio 119, recorded 7/14/1860

<sup>115</sup> Washington County Courthouse, Hagerstown, MD, Liber IN 15, folio 143, recorded 7/24/1860.

<sup>116</sup> Washington County Courthouse, Hagerstown, MD, Liber IN 15, folio 210, recorded 9/8/1860

<sup>117</sup> *4th Virginia Infantry*, 1st Edition by Dr. James I. Robertson, 1982, p. 64.

<sup>118</sup> (Dr. Hunter H.) McGuire, Gun-shot Wounds of Joints, "Richmond (Va.) Medical Journal" March 1866, p. 264, Robert K. Krick Collection.

The home is a gothic revival style cottage built in 1854 for William Fuller, was named "Alta Vists," and had a beautiful view over open hillsides facing east across Winchester. The photograph on the left is of the front door and faces east across Winchester. In 1960 the home was purchased and converted into a museum, and includes many possessions and artifacts belonging to Stonewall Jackson. One of Lt. Col. Moor's descendents, actress Mary Tyler Moore, helped pay for restorations including replica wall paper matching the original.<sup>119</sup>

Apparently the excursion boat business continued during the War based on the following newspaper advertisement: "CANAL PACKET BOAT *Flying Cloud* will leave Williams' Wharf, Market house Bridge, Georgetown, D.C., Monday, Wednesday and Friday mornings for Point of Rocks; and, on return, will leave Point of Rocks for Georgetown Tuesday, Thursday and Saturday mornings, at 7 o'clock. All freights left in Williams' care will be attended to.

E. D. RIED, Capt."<sup>120</sup>

This Captain must have been Esli D. Reid, John Moore's son-in-law.

On Nov. 12, 1862 William Coltman Moore, first born son of John D. W. and Sarah B. Moore, died at 3 years of age. He was buried in Oak Hill Cemetery, Washington, D.C. Some years later, on Dec. 31, 1883, their daughter, Clara May Moore died at age 16 years and was buried in the same cemetery. The headstone they share is shown to the right.



And the next year the newspaper advertisement: "THE STEAMBOAT *Flying Cloud* now running from Georgetown to Point of Rocks, Md., leaves west side Market House, Georgetown, D. C., Mondays, Wednesdays and Fridays at 7 o'clock for Point of Rocks, and returning leaves Point of Rocks at 7 o'clock a.m., Tuesdays, Thursdays and Saturdays. Express Goods and other light freights carried at moderate charges, provided they have a pass for same. Freights left at WM. H. RITTER'S store will be attended to.

JOHN MOORE"<sup>121</sup>

Note that the advertisement was not signed "Capt. John Moore" suggesting that he was managing the business from Georgetown and leaving the boat operation to his son-in-law. The Washington city directory for 1863 listed Esli Reid, living at 36 Jefferson St. occupation: seaman. Then the Union Draft rolls of 1863 listed Reid, Esli D. age 33, living at 36 Jefferson Street, occupation: Boatman, married.<sup>122</sup> It would appear that Esli Reid ran the packet boat while John Moore ran his business.

Samuel G. Davidson released the mortgage on the 107.75+ acre piece of land being a part of "Dowell's Park" on January 28, 1864.<sup>123</sup> On February 9, 1864, John and Mary Catherine Moore sold the same parcel of land to their son, John D. W. Moore.<sup>124</sup> It was here that John D. W. and Sarah Moore had made their home.

We think John Moore bought the two canal boats "John Moore" and "Catherine Moore" sometime before the Civil War; the date and cost thereof to be determined. However, we do know that on April 9, 1864 he borrowed \$300 against the two canal boats, their teams, harness, ropes and furniture; the mortgage is provided at the back of this report.<sup>125</sup> Today we would call that a home equity loan. He

<sup>119</sup> Descriptive information and photographs from the Jerry Harpole collection.

<sup>120</sup> *The Evening Star*, Washington, D.C., newspaper, Saturday, 8/16/1862, p. 2.

<sup>121</sup> *The Evening Star*, Washington, D.C., newspaper, Wednesday, 5/27/1863, P. 2.

<sup>122</sup> U.S. Civil War Draft Registration Records, Eighth Dist., D. C., enumerated June & July, 1863, p. 135.

<sup>123</sup> Montgomery County Courthouse, Rockville, MD, Liber EBP 1, folio 81, recorded 2/9/1864.

<sup>124</sup> Montgomery County Courthouse, Rockville, MD, Liber EBP 1, folio 82, recorded 2/9/1864.

<sup>125</sup> Custom House, Georgetown, D.C., Book No. 2, Folio 106, recorded 4/9/1864.

did register the two boats on May 5, 1864, hailing out of Georgetown, D.C.<sup>126</sup> He also registered the canal boat "1788" on June 14, 1864, hailing out of Georgetown, DC.<sup>127</sup> They were each registered Class C, 90' length, 14'-4" breadth, drawing 10" empty and 54" loaded.

In May of 1864 a newspaper ran the following ad: "STRAYED FROM THE SUBSCRIBER, No. 40 Dunbarton street, Georgetown, a white and pale red spotted buffalo COW, with a very large bag, large teats, three of which milk very easy, the left hind teat milks hard; white spot in forehead, \$5 reward if brought home.  
CAPT. JOHN MOORE."<sup>128</sup>

During the Civil War we read: "On July 4, 1864, [John] Mosby crossed the river above Point of Rocks to sever communication with Washington, thereby screening Early's advance. While the cavalryman's artillery on the Virginia side lobbed shell into the Federal camp, the Rangers rode up the towpath toward Point of Rocks and chased away Federal cavalry. The Confederates came upon the steam packet *Flying Cloud* in the canal that seventeen clerks from the Treasury Department had used to travel to Harpers Ferry for the national holiday. When they learned of the invasion, the clerks had turned the boat around and had nearly reached Point of Rocks when they came under artillery fire. The passengers abandoned the boat at Lock Number 28, located just above the Point, and fled into the hills. The horsemen raided the boat and took cigars, liquor, and other delicacies before they set it afire. The raiders also fired artillery rounds at an advancing train, but the engineer had been alerted to the presence of the Confederates by the burning canal boat and reversed the engine toward Sandy Hook while many passengers jumped the train and fled into the mountains."<sup>129</sup>

In January of 1865 a newspaper ran the following ad: "DRY MILCH COWS WANTED - Leave address at Metropolitan Flour Mills, Washington, or Capt. JOHN MOORE'S residence, Dunbarton and Green sts., four doors east, Georgetown."<sup>130</sup>

The following notice is interesting:<sup>131</sup>

Georgetown, D.C. Feb. 9th 1865  
Mr. William H. Earnest near Georgetown, D.C.

Dear Sir,

*I wish you to come and settle damages done on 27th Nov. 1864 by your stone scow on Georgetown level to my Canal Boat "1788." On failure so to do within ten days from this date I shall commence a process against you to compel settlement.*

*Respectfully, John Moore*

The Civil War ended April 9, 1865.

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<sup>126</sup> *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal, 1862 to 1869*, transcript available at [www.candocanal.org/histdocs/index.html](http://www.candocanal.org/histdocs/index.html).

<sup>127</sup> *Ibid.*

<sup>128</sup> *Evening Star*, Washington, DC, newspaper, Tuesday 5/24/1864, p. 3, 5/25 and 5/26.

<sup>129</sup> Snyder, Timothy R., *TREMBLING IN THE BALANCE, The Chesapeake and Ohio Canal During the Civil War*, Published by Blue Mountain Press, Boston, MA, ©2011, p. 193 and Unrau, Harlan D., *History of the C & O Canal*, Chesapeake & Ohio Canal National Historical Park, Hagerstown, Md. August 2007, p. 759.

<sup>130</sup> *Evening Star*, Washington, DC, newspaper, Tuesday 1/8/1865, p. 3,

<sup>131</sup> From the Lilly Lievsay Collection.

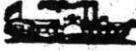
John Moore resided at 40 Dunbarton Street from 1865 through 1874, with occupation listed as "Captain," per the City Directory.<sup>132</sup> He had bought the 40 Dunbarton Street property (now 2723 and 2725 Dunbarton Street) in February of 1864 from Walter B. and Mary M. Silence for \$1,000. The property was identified as the east part of Lot 132 in the Beall Addition to Georgetown, being 30' on the north side of Dunbarton Street by 120' deep, assessed at \$540 with improvement of a two story brick house valued at \$500. He also owned part of Lot 44, being 34' on the east line of Green (now 29th) Street back to the Canal Basin; and he also owned 82' of Lot 26 on the south side of the C & O Canal about 100' deep with improvement consisting of a boat dock, all valued at \$800.<sup>133</sup>

After the War, Lewis T. Moore returned to the practice of law in Winchester. His U.S. I.R.S. Tax Assessment for July 1865 indicated that he had a piano (\$2 tax) and a watch (\$1 tax) and that he had practiced law for the preceding 10 months (\$8.33 tax).<sup>134</sup> On Oct. 3, 1866, Lewis T. Moore married Mary C. Bragonier, of Shenandoah County, Va.

After the Civil War the packet boat business resumed on August 7, 1865, at least as far as Point of Rocks.<sup>135</sup> The adjacent advertisement indicates how passengers could travel to and from Leesburg to board the *George Washington*. Notice that meals were not mentioned. Capt. John Moore continued to advertise through December 8, 1865, at least in that Leesburg, VA newspaper. However, the advertisement by R. J. Steadman for the connecting stage line was not found in the December 8, 1865 newspaper.

On Sept. 13th, 1865 Mr. Walter Godey bought: 1 Canal Boat "Stanhope" (\$25.00) and 1 Canal Boat "Hurdleton" (\$18.00) for a total of \$43.00 at auction and turned them over to Capt. Moore.<sup>136</sup> Then we found: "Received at Georgetown, D.C. Nov. 8th 1865 of Capt. John Moore for Boat "Stanhope" nine 43/100 dollars. M. S. Williams, Capt."<sup>137</sup> Neither boat was found listed as registered to operate on the C & O Canal. Even just after the War, that seems like too small a price for a coal freighting canal boat; they may have been scows or other small craft.

## FOR THE DISTRICT.

 THE CANAL STEAMER  
**GEORGE WASHINGTON**,  
 commenced running her regular trips from  
**Georgetown to Point of Rocks,**  
 on Monday morning, 7th instant. Leave  
 Georgetown at 7 o'clock, A. M. Monday,  
 Wednesday, and Friday. Return—Leave  
 Point of Rocks at 7 o'clock, A. M., Tues-  
 day, Thursday, and Saturday; arriving in  
 Georgetown same evenings.  
 Fare from Edward's Ferry - - \$1 50  
 do from White's Ferry, - - - 1 75  
 Apply to Capt. JOHN MOORE, or Cap-  
 tain on the boat. Respectfully,  
 aug 11-1f JOHN MOORE.

## STAGE LINE

TO THE  
**Packet from Leesburg.**

THE undersigned takes pleasure in in-  
 forming the public that he will run  
**Daily from Leesburg to Edwards**  
**or White's FERRIES,**  
 as the Passenger may desire, a COACH,  
 which will always arrive in time to carry  
 passengers to the river for the Boat up or  
 down. He will leave Leesburg every  
 morning about 7 o'clock, to convey pas-  
 sengers for Washington, and will return to  
 Edward's Ferry in the evening to convey  
 passengers, who come up on the Boat, to  
 Leesburg. He will promptly meet the Boat  
 both evening and morning  
 T. J. STEADMAN,  
 Leesburg, Va.  
 aug 11-1m

<sup>132</sup> Personal Communication between R. Lyle of Georgetown and G. T. Moore, of California, copy in Lilly Lievsay collection.

<sup>133</sup> *Ibid.*

<sup>134</sup> U.S. I.R.S. Tax Assessment List, Va., District 3; Monthly & Special Lists; July 1865, p. 181 & 267.

<sup>135</sup> *The Washingtonian*, Leesburg, VA, newspaper, Friday, 8/11/1865.

<sup>136</sup> Bought at Auction of THOMAS DOWLING, Auction and Commission Merchant, No 174 Bridge Street, Georgetown, D.C. from the Lilly Lievsay Collection.

<sup>137</sup> From the Lilly Lievsay Collection

Capt. John Moore continued to operate the steamer *George Washington* from August 7 through mid-September 1866, at least.<sup>138</sup> He picked up and discharged Leesburg passengers at both Edwards Ferry and Whites Ferry with Mr. Steadman in Leesburg providing stage coach transportation. Then between May 1st and July 31st, 1867 Capt. John Moore operated his two steamer canal boats *George Washington* and *Thomas Jefferson* on alternate daily runs to Norfolk, Va. as indicated by the record of his account with D. Killinger, Agent included at the back of this report.

On January 3, 1868 John D. W. Moore, John Saunders, William Reading and Charles Dodge, as Trustees, bought a one acre lot from William and Elizabeth Dowling for a public school.<sup>139</sup> The Deed required them to name a fifth Trustee, erect a School House, enclose a play-ground for the children, fix the salary for the teachers and fix the tuition for the students. That school was known as Friendship School and was on Seven Locks Road (now Persimmon Tree Rd.) and was near the home of the Moore and Stone families.

At a recent meeting of the Board of Directors of the Chesapeake & Ohio Canal, they directed a survey of the whole line between Cumberland and Georgetown to be made, to determine accurately its metes and bounds. Mr. T. H. O'Neill, of Frederick county, was selected as the Surveyor, with Mr. John G. Stone, of Montgomery and Mr. Lloyd Lowe, of Allegany county, as assistants.<sup>140</sup> This John G. Stone was probably the son of Philip Stone; John was about 17 in 1869 and living in Montgomery County at the time.

### 1870 - 1879

The 1870 census reported John Moor[e], age 82, unable to work, with real estate valued at \$4,000 and a personal estate valued at \$400, living in Georgetown.<sup>141</sup> Living with him was Mary C., age 62, keeping house.

THE  
**Steamer**

GEORGE WASHINGTON, now running from Georgetown to Harper's Ferry, meets Mr. Steadman's Stage Line from Leesburg at White's Ferry, daily ascending and descending. Leaves Georgetown MONDAYS, WEDNESDAYS, and FRIDAYS; ascending arrives at Edwards' Ferry 2 o'clock, P. M., White's Ferry, 2½ o'clock, Harper's Ferry 8 o'clock, returning alternate days; Leaves Harper's Ferry at 6 o'clock, A. M., arriving at Point of Rocks 7 o'clock, A. M., White's Ferry at 9½ o'clock, Edwards' Ferry at 10½ o'clock, arrives in Georgetown at 6 o'clock.

Passengers from or to Leesburg, can depend on a through passage. Apply to Mr. Steadman in Leesburg.

aug 10-5t JOHN MOORE, Captain,

The 1870 census listed Philip Stone, age 54 a farmer with real estate valued at \$2,200 and a personal estate valued at \$1,000.<sup>142</sup> Living with him in dwelling 410 were: Olivia D., age 53; Philip, Jr., age 21 a farmer; Ann H, age 20; John G., age 17 a farm laborer; and Mary C. K., age 13. He had two domestic servants. Nearby John D. W. Moore, age 52 a farmer with real estate valued at \$2,150 and a personal estate valued at \$1,000 was living in dwelling 420.<sup>143</sup> Living with him were: Sarah B., age 42; Lilly C., age 8; Lewis W., age 6; and Clara M., age 3. He also had one domestic servant and one farm laborer. Notice that in addition to the closeness of the dwelling numbers, the census data was collected on the same day, suggesting that the families lived within walking distance of each other. A Lock Keeper was not found on those three census pages.

<sup>138</sup> *The Washingtonian*, Leesburg, VA, newspaper, 9/11/1865.

<sup>139</sup> Montgomery County Courthouse, Rockville, MD, Liber EBP 4, folio 436, recorded 1/3/1868.

<sup>140</sup> *The Alleganian*, Cumberland, MD, newspaper, Wednesday, 4/21/1869, p. 3.

<sup>141</sup> 1870 Census, District of Columbia, Washington, Georgetown, enumerated on 7/20/1870, p. 200.

<sup>142</sup> 1870 Census, Maryland, Montgomery County, 4th District, enumerated on 8/4/1870, p. 61.

<sup>143</sup> 1870 Census, Maryland, Montgomery County, 4th District, enumerated on 8/4/1870, p. 63.

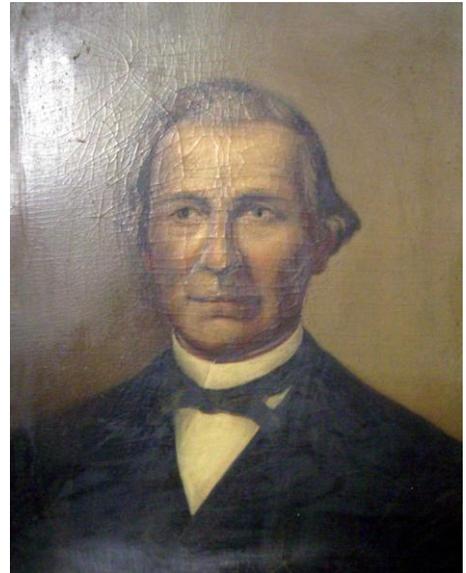
The 1870 census data for Gettysburg reported that: R. G. McCreary, age 54, was still an Attorney at Law, with real estate valued at \$22,000 and a personal estate valued at \$4,600.<sup>144</sup> Living with him were: Louisa A. E., age 50; Lucy, age 20; Annie, age 18; Mary, age 14; and a domestic servant.

The 1870 census listed John G. Stone, age 65, a farmer with a personal estate valued at \$500, living in Potomac, Montgomery County, Md.<sup>145</sup> Living with him were: wife Amelia, age 50; daughters Fannie, age 26; Henrietta, age 23; Lucy, age 18; son Robert, age 16; and son Charles, age 13 and two other persons, one a farm laborer and the other a domestic servant.

During May 1870, John Moore bought: 1 barrel of pitch (\$4.50) and 1 barrel of tar (\$2.50) for a total of \$7.00 which he paid in cash.<sup>146</sup>

During March of 1872 a newspaper reported: "**Fire at Four Locks.** - On Tuesday of last week a house located at the Four Locks, formerly belonging to John G. Stone but at the time of its destruction owned and occupied by Lewis Fernsner, was totally consumed by fire - including its entire contents. The origin of the fire was accidental."<sup>147</sup>

John D. W. Moore was a principal mover in founding Hermon Presbyterian Church in 1874, where he was a trustee, elder and Clerk of Session from 1874 until his death in 1914. His daughter, Lilly Catherine Moore, married Frank Pelham Stone in Hermon Presbyterian Church on Dec. 21, 1892.



The adjacent painting is of John D. W. Moore.

In March 1875 a newspaper listed "FOR RENT - A new brick HOUSE, six rooms, water and gas; No. 10 Dunbarton street, Georgetown, D.C. Apply to JOHN MOORE, on the premises."<sup>148</sup> The listing started on 3/29 and ran 6 times.

Apparently the house was not rented because we read in mid-November 1875: "**Dangerously Ill.** - Capt. John Moore, one of the oldest and most respected of our citizens, is lying in a very critical condition, of paralysis, at his residence on Dunbarton street, and but little hope is entertained of his recovery."<sup>149</sup>

Later that year a newspaper had the following obituary: "**Deaths.** - Captain John Moore, one of our oldest and most respected citizens, died at his residence on Dunbarton Street, Georgetown, Sunday night, in the 88th year of his age. Capt. Moore was born in Prince George's County, Md., in the year 1788. He served with distinction through the war of 1812-15. About fifty years ago he removed to Georgetown, and resided uninterruptedly there until the time of his death. He was extensively interested in the construction of the Chesapeake and Ohio Canal. His funeral will take place tomorrow morning at 11 o'clock"<sup>150</sup> Col. L. T. Moore

<sup>144</sup> 1870 Census, Pennsylvania, Adams County, Gettysburg District No. 93, enumerated on 6/15/1870, p. 39.

<sup>145</sup> 1870 Census, Maryland, Montgomery County, District 4, enumerated on 8/4/1870, p 60.

<sup>146</sup> *JOHN C. JOHNSON & Co.*, GROCERIES, SHIP STORES AND COUNTRY PRODUCE, No. 97 Water Street, Georgetown, D.C., invoice dated 5/1870 from the Lilly Lievsay Collection.

<sup>147</sup> *The Shepherdstown Register*, Shepherdstown, W. Va., newspaper, Saturday, 3/30/1872, p. 2.

<sup>148</sup> *The Evening Star*, Washington, D.C., newspaper, 3/31/1875, p. 2.

<sup>149</sup> *The Evening Star*, Washington, D. C., newspaper, 11/20/1875, p. 4.

<sup>150</sup> *The Evening Star*, Washington, D. C., newspaper, 11/29/1875, p. 4.

of Winchester, Va. attended the deathbed of his father.<sup>151</sup> He was buried in Oak Hill Cemetery, Washington D.C.

On Oct. 3, 1877, for \$3,003, John D. W. Moore bought 108.5+ acres from George Peter and James B. Henderson, excepting 12½ acres already sold to Andrew Leukie within the larger tract.<sup>152</sup> This acreage had been tied up in the estate settlement of Charles and Elizabeth Dodge and required that John D. W. Moore pay all the purchase money before the deed could be recorded. This farm was known as "Glenmore," which is about ¾ mile up Persimmon Tree Road [formerly known as Seven Locks Road]. just beyond the Beltway.

## 1880 - 1889

John D. W. Moore was not through buying land contiguous to his farm. On May 19, 1880, for \$15, he bought sixty three square perches of land from Benjamin F. and Nancy Jane Hamilton.<sup>153</sup> And on the same day, for \$60, he bought three acres of land from Peter and Dorcas Jones.<sup>154</sup>

The 1880 census reported John D. W. Moore, age 60 a farmer was still living in the same district.<sup>155</sup> Living with him in dwelling 291 were: Sarah, age 49; Lilly, age 19; Willoughby, age 16; and Clara May, age 13. He also had one female servant and two farm laborers living with them. On the same census page were listed Hyman Gratz, age 63, and Richard Stockton, age 23, both single, and Lock Tenders; they could have been at Lock 15. John D. W. Moore had not moved far from the Canal.

The 1880 census listed Olivia D. Stone, age 60, keeping house, living in 4th District, Montgomery County, Md.<sup>156</sup> Living with her were: son Philip, age 30; daughter Annie, age 27; daughter Kate, age 22; son John, age 26; and Edward Ingles, age 20, a laborer. Husband Philip Stone had died in 1876, his obituary remains to be found. In the same house also lived John G. Stone, age 75, a farmer. Living with him were: daughters Fannie, age 37; Henrietta, age 33; and Lucy, age 29; and sons Robert, age 27; and Charles, age 21 and one other person, Isaac Johnson, age 26, a laborer. Wife Amelia A. Stone had died in 1872; her obituary remains to be found.

The 1880 census listed Esli Reid, age 52, carpenter, living in Georgetown, D. C.<sup>157</sup> Living with him were Elizabeth, age 48, his wife; and Ella, age 9, his daughter, who was attending school.

The 1880 census reported L. T. Moore age 60, a Lawyer, was living in Winchester, Va.<sup>158</sup> Living with him were: M. B., age 32, wife; Lewis B., age 12, son; Katie D., age 9, daughter; G. Melville, age 7, son; Mary G., age 6; Robert S., age 4, son; Nannie B., age 2, daughter; D. G. Bragonier, age 69, Mother-in-law; Nannie Bragonier, age 20, Sister-in-law; and two servants.

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<sup>151</sup> *Winchester Times*, Winchester, VA, newspaper, 12/8/1875, p. 3, from the Ben Ritter Collection.

<sup>152</sup> Montgomery County Courthouse, Rockville, MD, Liber EBP 20, folio 22, recorded 3/1/1879.

<sup>153</sup> Montgomery County Courthouse, Rockville, MD, Liber EBP 22, folio 261, recorded 6/29/1880.

<sup>154</sup> Montgomery County Courthouse, Rockville, MD, Liber EBP 22, folio 262, recorded 6/29/1880.

<sup>155</sup> 1880 Census, Maryland, Montgomery County, 4th Election District, enumerated on 6/30/1880, p. 40.,

<sup>156</sup> 1880 Census, Maryland, Montgomery County, 4th District, enumerated on 6/24/1880, p 2.

<sup>157</sup> 1880 Census, District of Columbia, Georgetown, enumerated on 6/9/1880, p 37.

<sup>158</sup> 1880 Census, Virginia, Frederick County, Winchester, enumerated on 6/1/1880, p 3.

On Friday, Sept. 3, 1881, Col. L. T. Moore hosted a Light Infantry Lawn Party at his residence in Winchester, Va. The Frederick City Band provided music, the Fire Brigade, in uniform, led a parade on Saturday, and the overnight encampment with illuminated tents was superb.<sup>159</sup>

Sometime in 1883 Robert G. McCreary, Esq. died, presumably in Gettysburg, Pa.; the obituary remains to be found. The widow, Louisa A. McCreary moved to 727 - 20th Street, NW, Washington, D. C.<sup>160</sup>

In Dec. 1883 a newspaper reported: "**Death of a Prominent Lawyer** - Mr. Robert G. McCreary, the oldest member of the bar of Adams county, Pa., died in Gettysburg, Saturday, aged 68 years. He was a native of Adams county, and entered upon the practice of law at Gettysburg in 1844. Since that time Mr. McCreary devoted himself entirely to his profession and acquired a leading practice. He was a careful student, and was recognized as a lawyer of distinguished ability throughout southern Pennsylvania. Almost his last work was the now noted prosecution of policy-holders in speculative insurance companies, and his successful battle for the legal representatives of the insured in the lower and Supreme Courts. He held numerous important local offices, and he was chief burgess of Gettysburg at the time of his death, as well as counsel for the Gettysburg and Harrisburg Railroad Company. In 1871 he was the republican candidate for president judge, but was defeated.

"Mr. McCreary was a brother-in-law of Col. L. T. Moore, of this place."<sup>161</sup> He was married to Louisa A. Moore, daughter of John Moore and older sister to John D. W. Moore.

On Jan. 5, 1884, John G. Stone died and was buried in the Methodist Episcopal Cemetery, Clear Spring, MD. His obituary read: "**Death of a Former Citizen.** - Hon. John G. Stone, for the past fifteen years a resident of Montgomery county died on Friday at his late residence, near Potomac, at the advanced age of eighty. Whilst residing in Washington county, Mr. Stone was prominently connected with the management of the Chesapeake and Ohio Canal and was a member of the State Senate from this county at the time the Legislature held its called sessions at Frederick city under Gov. Hicks' proclamation. - *Hagerstown News.*"<sup>162</sup>

In May of 1884, John D. and Sarah B. Moore sold the 40 Dunbarton Street, Georgetown property to William Parker for \$1,600; although not all of the original tract. In 1877 the property was divided and 15' deeded to Sarah B. Moore by: Lewis T. and Mary B. Moore; Robert G. and Louisa A. (Moore) McCreary; John D. W. and Sarah B. Moore; and Esli D. and Ann Elizabeth (Moore) Reid.<sup>163</sup>

The Washington City Directory for 1886 listed Esli D. Reid, carpenter, living at 3122 N St., NW.

## 1890 - 1899

On December 21, 1892 the families were joined when Frank Pelham Stone married Lilly Catherine Moore.

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<sup>159</sup> *Winchester News*, Winchester, VA, newspaper, Friday, 9/9/1881, p. 3, from Ben Ritter Collection

<sup>160</sup> R. L. Polk, Washington, D. C., City Directory 1886, p. 567.

<sup>161</sup> *Winchester News*, Winchester, VA, newspaper, Friday, 12/28/1883, from Ben Ritter Collection.

<sup>162</sup> *The Weekly News*, Frederick, Md., newspaper, Thursday 1/17/1884, p. 4.

<sup>163</sup> Personal Communication between R. Lyle of Georgetown and G. T. Moore, of California, copy in Lilly Lievsay collection.

The Washington City Directory for 1891 listed Esli D. Reid, pattern maker, living at 3122 N St., NW. The same source for 1892 had the same information. The Washington City Directories for 1893 - 1898 listed Esli D. Reid, carpenter, living at 3122 N St., NW.

In 1892 the newspaper reported: "**Gold Fever Revived in Montgomery County.** Rockville, Md., June 29, - The gold fever has suddenly revived in the Potomac fields. Today Messrs Philip. John and Frank Stone and sisters sold to Messrs. Stocking and Barstow, of Washington, 45 acres of land for \$5,000, on which operations will be begun at once. Mr. G. W. Spofert, of California, who prospected on the Harris farm two years ago, has arrived with a party of capitalists from the Pacific slope and will inspect this section of the country with a view of prospecting for gold."<sup>164</sup>

In 1894 a newspaper reported:

#### "Wheat in Montgomery

Mr. Philip Stone,[Jr.] of Montgomery county, raised this year on five acres of land 218 bushels of merchantable wheat or an average of 43.35 bushels per acre. Mr. Stone sold his wheat for sixty cents a bushel, thus realizing \$130.80 from the five acres sown, a splendid return considering the low price at which wheat is selling."<sup>165</sup>

The following month another newspaper reported: "**Married.** Hoblitzell - Moore. - On August 15, 1894, at "Alta Vista," Winchester, Va., Geo. Max Hoblitzell and Mary Goggin Moore were united in Marriage by Rev. T. D. D. Clark."<sup>166</sup>

In October, 1895 a newspaper reported: "Mr. Max Hoblitzel, who married Miss Mary Moore, daughter of Col. L. T. Moore, of this place, died in Washington last Thursday of typhoid fever. Much sympathy is felt for the young wife in her bereavement."<sup>167</sup> Later that month we read: "**Married.** - Moore - Dunne. - In New York City, at the church of the Transfiguration, G. Melville Moore and Kathryn de-Chauntal Dunne."<sup>168</sup>

Col. L. T. Moore's children moved around because we read: "**Married.** - Mr. Louis B. Moore of New York, was married to Mrs. A. M. Dibble, of Detroit, Mich., in Washington, D.C., on last Wednesday. Mr. and Mrs. Moore arrived in this city on Thursday night and will spend their honeymoon with Col. and Mrs. L. T. Moore, father and mother of the groom."<sup>169</sup>

"On Wednesday night, in the Methodist parsonage, Dr. Cox declared Mr. W. H. Bailie and Mrs. Mary Hoblitzell man and wife. Mr. Bailie is from Lynchburg, but has for some time filled a very lucrative position near here under the Government. Mrs. Hoblitzell is a daughter of Col. L. T. Moore, of this city."<sup>170</sup>



<sup>164</sup> *The Herald and Torch Light*, Hagerstown, MD, newspaper, Thursday, 7/1/1892, p. 1.

<sup>165</sup> *The Daily News*, Frederick, MD, newspaper, Saturday 7/21/1894, p. 4.

<sup>166</sup> *Winchester Times*, Winchester, VA, newspaper, Wednesday, 8/22/1894, p. 3, from Ben Ritter Collection

<sup>167</sup> *Winchester Times*, Winchester, VA, newspaper, Wednesday, 10/9/1895, p. 3, from Ben Ritter Collection.

<sup>168</sup> *Winchester Times*, Winchester, VA, newspaper, Wednesday, 10/30/1895, p. 3, from Ben Ritter Collection.

<sup>169</sup> *Winchester Times*, Winchester, VA, newspaper, Wednesday, 9/9/1896, p. 3, from Ben Ritter Collection

<sup>170</sup> *Winchester Times*, Winchester, VA, newspaper, Wednesday, 11/25/1896, p. 3, from Ben Ritter Collection

On Dec. 28, 1897, Lewis T. Moore died in Winchester, Va. and was buried in Mount Hebron Cemetery. His headstone is shown to the right. He is the great grandfather of actress Mary Tyler Moore. His obituary reads:

**"Death Calls Him While He was Walking Along the Street.** - The community was shocked at noon today by the startling news of the death of Col. Lewis T. Moore. Although it was known the Colonel was complaining of his injured knee, yet no one entertained the idea of his death, and when the summons came, shortly before noon, it was a startling surprise.

"Colonel Moore was walking along Rouss avenue, about 11:50 o'clock, when he was observed to fall. Not rising or making any motions, some gentlemen ran to the assistance and carried him into the Corporation Clerk's office and summoned medical assistance. Drs. McGuire and Love came, but were unable to restore him. He never recovered consciousness, and after making a few gasping noises he quietly expired, and the doctors pronounced death due to paralysis. He was eighty two years of age.

"Colonel Moore's war record will stand the closest scrutiny. He was a man without fear, not reckless, but brave; not vacillating but unflinching. Honest, sturdy, kind hearted, charitable, he was one of God's noblemen, and was never known to turn a deaf ear to distress when able to alleviate it, nor did he ever fail to respond when duty called him.

"He was a Major of the old 31st Regt. Infantry when the war broke out, and shortly afterwards was elected a lieutenant colonel. At the first battle of Manassas he was wounded in the knee and disabled, being confined to the sick bed for some time. Upon a partial recovery he returned to the field and was promoted to colonel of the 4th Va. Infantry, Stonewell Brigade. His courage throughout the war was well worthy of emulation. Colonel Moore was born in Loudoun county, studied law in Georgetown, went to Kentucky, and in 1840 came to Winchester to practice law. He was a Whig in politics until the war, and since has been an unswerving Democrat.

"The deceased has for many years been a member of Hiram Lodge, No. 21, A. F. and A. Masons, and also a member of Winchester Commander, Knights Templar. Until the beginning of the war he was half owner of Taylor Hotel.

"He is survived by a widow and six children, viz: Louis B. and George M., of New York; Mrs. William Bailie, Katie D., Nannie and Robert Moore, of Winchester; a brother John Moore, of Montgomery county, Maryland; and a married sister residing in the same vicinity. Hiram Lodge will have charge of the burial services."<sup>171</sup>

Later a newspaper reported: "Mr. E. Holmes Boyd appeared in Court and offered an alleged will of the late Col. L. T. Moore for probate. Mr. R. E. Byrd, attorney for one of the interested parties, objected to the will being admitted to probate, and the Judge ordered that all parties in interest appear in Court on the first day of the next term.

"When Col. Moore died some months ago it was supposed that he had left no will as none could be found. Soon afterwards a duly signed paper was found by the family wash-woman in the lining of an old coat given her by Col. Moore some time before his death. The paper is old and considerably worn and was written about ten years ago."<sup>172</sup>

## 1900 - 1909

The census for 1900 reported Frances A. Stone, age 56, single, a Government Clerk, living in Washington, D. C.<sup>173</sup> Living with her were: Henrietta, age 52, sister; James H. Peck, age 41, brother-in-law, working at a Trans. Building Association; Lucy W. [Stone] Peck, age 48, sister; Daniel V. Peck, age 10, nephew; a Boarder and a Servant (Cook).

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<sup>171</sup> *The Evening Star*, Winchester, VA, newspaper, 12/28/1897.

<sup>172</sup> *Winchester Times*, Winchester, VA, newspaper, 4/13/1898, p. 3. from Ben Ritter Collection.

<sup>173</sup> 1900 Census, District of Columbia, Washington, District 59, enumerated on 6/4/1900, p. 3B

The census for 1900 listed Frank P. Stone, age 54 a farmer who owned his farm free and clear.<sup>174</sup> Living with him were: Lilly C, age 39 and she had two children, only one of which was then living; that was son John D., age 3. Also living with them was John D. W. Moore, the 81 year old father-in-law. They too lived very near the Canal.

The Washington City Directory for 1900 listed Esli D. Reid, no occupation listed, living at 3122 N St., NW. The same source for 1891 listed Esli D. Reid, pattern maker, living at 3122 N St., NW. By 1891 he was 71 years old; possibly working at his craft part time.

In 1901 a newspaper reported the following obituary:

**"Mrs. Louisa Moore McCreary**

"Mrs. Louisa Moore McCreary, widow of the late Robert G. McCreary, Esq., who at the time of his death in 1883 was one of Gettysburg's most prominent citizens, died at her home in Washington on Saturday morning after a lingering illness, aged about 75 years.

"Mrs. McCreary was a woman of marked personality and intelligence and was highly esteemed by all with whom she came in contact, She was a devout and consistent member of the Presbyterian church.

"She is survived by two daughters, Misses Annie and Mary, both of Washington.

"The remains, which will be brought here on the 1:19 p. m. train today, will be taken direct to Evergreen Cemetery where interment will be made, Rev. D. W. Woods officiating.

"Hon. S. McC. Swope, Hon. George J. Benner, John B. McPherson, Esq., Wm. McSherry, Esq., J. L. Hill, Jr., Esq., and Reiley Harnison will act as pallbearers."<sup>175</sup>

In December 1903 it was reported: "**Mrs. Melville Moore Dies in New York.** - The many friends in Winchester of Mrs. Katheryn D. Moore, wife of Mr. George Melville Moore, formerly of this city, will regret to hear of her death, which occurred in New York City on yesterday. No particulars accompanied the announcement of her death. The following telegram dated New York was received by *The Star* last night: "New York, Dec. 14, 1908, Evening Star, Winchester, Va., Katheryn D. Moore, wife of George M. Moore, of New York, died today. Buried Calvary Cemetery. (Signed) G. M. Moore" Mr. Moore is a son of the late Col. L. T. Moore of Winchester and his wife has frequently visited here. He is a nephew of Judge D. H. Bragonier of this city."<sup>176</sup>

James Henry Peck died on June 4, 1904 leaving a widow, Lucy W. Stone Peck, and a son. His obituary remains to be found.

In November of 1906, after the death of John Moore, the heirs couldn't settle his affairs and went to court. Under **LEGAL NOTICES** a newspaper reported: "IN THE SUPREME COURT OF THE DISTRICT of Columbia. John D. W. Moore vs. Elizabeth Reid, et. al. Equity No. 265. Docket 50. - The object of this suit is partition by sale of parts of lots five (5) and six (6), in square eleven hundred and ninety three (1193), in the city of Washington, District of Columbia, and three small islands [*sic.* one island] in the Potomac river in said District, known as the Three Sisters, more fully described in the bill herein, and a statement and settlement of the account of complainant against the estate of John Moore, deceased. On motion of complainant it is this 3rd day of November, A.D. 1906, ordered that the defendants, Mary E. Moore, Kate D. Moore, Max Hoblitzell, Glen M. Bailie, George M. Moore, Lewis B. Moore, Robert S. Moore and Loula Willard, cause their appearance to be entered herein on or before the fortieth day, exclusive of Sundays and legal holidays, occurring after the day

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<sup>174</sup> 1900 Census, Maryland, Montgomery County, Potomac District, enumerated on 6/14/1900, p. 10B.

<sup>175</sup> *Gettysburg Compiler*, Gettysburg, PA, newspaper, Tuesday 4/23/1901, p. 2.

<sup>176</sup> *The Evening Star*, Winchester, VA, newspaper, Tuesday, 12/15/1903, p. 4, from Ben Ritter Collection.

of the first publication of this order, otherwise the cause will be proceeded with as in the case of default. Provided, a copy of this order be published once a week for three successive weeks in *The Evening Star* and the *Washington Law Reporter* before said day. HARRY M. CLABAUGH, Chief Justice."<sup>177</sup> Apparently William W. Millar, et. al. were appointed trustees to the estate and the then the property on L street sold the following year as reported under REAL ESTATE TRANSFERS: "L STREET NORTHWEST between 28th and 29th streets - William W. Miller et. al., trustees, to John D. W. Moore, part lots 5 and 6, square 1193; \$610."<sup>178</sup>

In 1909 Frank P. and Lilly C. Stone moved to Stoneyhurst (on Seven Locks Rd., just north of River Road) which was the house and property that Lilly C. Stone had bought in 1904. They possibly took John D. W. Moore, her father, with them. The Stones possibly still used parts of Glenmore for farming and stabling, more research will be necessary. Glenmore was rented out to another farmer for some years.

### 1910 - 1919

The census for 1910 listed Lucy W. Peck, age 50, widow, she had two children only one of whom was still living, working as a Folder for a Book Binder Co.<sup>179</sup> Living with her was Daniel V., age 20, son, workings as a Book Salesman.

The census for 1910 listed Frank P. Stone as a 64 year old farmer who owned his farm free and clear.<sup>180</sup> Living with him were: Lilly C, age 49 his wife of 18 years and their son John D., age 13. No servants or farm laborers were reported. Unfortunately, Frank P. Stone suffered a stroke ca. 1915 and slowly lost his eyesight. Lilly C. Stone had to take over the farm operations and became head of the household.

The 1910 census listed Esli D. Reid, age 82, with his own income, living in D. C.<sup>181</sup> Living with him were Mary E., age 80, his wife; Ella, age 35, married 13 years, his daughter; [illegible] Wire, age 35, his son-in-law, a contractor; and Mary S., age 11, his granddaughter.

John D. W. Stone died Jan. 5, 1914 in Washington, D. C. He was 94 years old and resided at 133 - 11th street, southwest.<sup>182</sup>

Esli D. Reid died on May 23, 1914, at 6 a.m.. Services were private from his late residence, 3122 N street Northwest, 3 p.m., Monday, May 25. Masonic services at the grave, Oak Hill Cemetery. A special communication of St. John's Lodge, No. 11, F. A. A. M. was held at 2 p.m., for the purpose of attending the funeral of their late Brother Esli D. Reid.

Three years later a newspaper reported: "**Mrs. Reid Dies in Georgetown.** - Sister of the late Col. L. T. Moore and a Member of an Old and Well Known Virginia Family. - Mrs. Elizabeth Moore Reid, widow of Esli D. Reid and one of the old residents of Georgetown, died at her residence, 3122 N street, northwest, Saturday, at noon. She had been ill but a short time, and was eighty seven years old, having resided in Georgetown for seventy years.

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<sup>177</sup> *The Evening Star*, Washington, D. C., newspaper, 11/12/1906, p. 15.

<sup>178</sup> *The Evening Star*, Washington, D. C., newspaper, 11/23/1907, p. 11.

<sup>179</sup> 1910 Census, District of Columbia, Washington, District 39, enumerated on 4/15/1910, p 1.

<sup>180</sup> 1910 Census, Maryland, Montgomery County, Potomac District 10, enumerated on 4/26/1910, p. 12A.

<sup>181</sup> 1910 Census, District of Columbia, Washington City, enumerated on 4/19 & 20/1910, p 5A.

<sup>182</sup> *The Evening Star*, Washington D. C., newspaper, 1/8/1914, p. 7.

"Funeral services were held at the residence this afternoon at 3 o'clock, with Revs. Henry Anstadt, Charles H. Butler and N. J. Gould Wickey officiating. Internment, which was private, was in Oak Hill Cemetery.

"Mrs. Reid was the youngest daughter of Capt. John Moore, of Loudoun county, Va., and went in Washington in early life. She attended a number of finishing schools for young woman, and with her parents was among the first members of St. Paul's Lutheran Church, which was at that time attended by President Polk.

"In 1870 Mrs. Reid transferred her membership to the Evangelical Lutheran Church of Georgetown, where she worshiped until 1894, when the pastor, Rev. G. A. Nixdorf resigned. She then took up her membership in Luther Place Church, where her life-long friend Dr. John George Butler, was the pastor and by whom she was confirmed at St. Paul's Church many years previously.

"She was interested in patriotic societies and was a real Daughter of the War of 1812. The late Col. L. T. Moore, of Winchester, Va., was Mrs. Reid's elder brother, and the late Mrs. L. A. M. McCreary, of Gettysburg, Pa., her only sister. The late J. D. W. Moore, of Cabin John, Md., was her youngest brother.

"An only son of Mrs. Reid, Dr. John Louis Reid, died twenty-one years ago, after having practiced as a dental surgeon in this city for a number of years.

"Mrs. J. W. Wire, a daughter, and Miss M. Isabelle Wire, a granddaughter, survive Mrs. Reid, together with a number of nieces and nephews."<sup>183</sup>

WW I came along and the eligible men registered for the draft:

**Daniel Voorhees Peck**, age 27, born Nov. 12, 1889, and living at 2038 Eye St., NW, District of Columbia.<sup>184</sup> His occupation was Scene Painter [in a Theater]. He was married and his mother was dependent on him. He was medium tall, medium build, had gray eyes, black hair, and was not bald.

In 1918 a newspaper reported the following obituary:

"**Miss Annie R. McCreary**, a former resident of Gettysburg, and a daughter of Robert G. McCreary, Esq., died in Washington, D. C. on Saturday. She leaves one sister, Miss Mary McCreary, of Washington, D. C. The body was brought to Gettysburg on Tuesday and interment was made in Evergreen Cemetery, services by Rev. F. E. Taylor."<sup>185</sup>

John Dunbar Stone enlisted for WW I on 1/21/1918 as a Private; assigned to 9 Co. Mechanics Regiment AS 4/17/1918; served overseas 6/23/1918 to 5/8/1919; hospitalized on 4/1/1919; redeployed on 4/7/1919; and was honorably discharged on 5/14/1919.

Robert Sharrard Moore registered for the WW I draft, in Canton, Ohio, on September 12, 1918.

## 1920 - 1929

The census for 1920 listed Lucy Peck, age 60, widow, working as a Book Binder in Washington, D. C.<sup>186</sup> Living with her was Daniel V., age 30, single, son, working as a stage hand at a Theater.

The census for 1920 listed Lilly C. Stone, age 57 as a general farmer and head of the household.<sup>187</sup> Living with her was Frank P., age 72, her husband with no occupation listed. Their son John D. age 23, single, was still living with them and providing farm labor.

<sup>183</sup> *The Evening Star*, Winchester, VA, newspaper, Tuesday, 4/10/1917, p. 4, from Ben Ritter Collection.

<sup>184</sup> WW I Draft Registration Card, No. 1774, dated 6/5/1917.

<sup>185</sup> *Gettysburg Compiler*, Gettysburg, PA, newspaper, Saturday 10/19/1918, p. 6.

<sup>186</sup> 1920 Census, District of Columbia, Washington, District 47, enumerated on 1/23/1920, p. 9B.

Frank P. Stone died on Feb. 1, 1921, the obituary remains to be found.

Louise W. Stone Peck died on Dec. 24, 1926, the obituary remains to be found.

### 1930 - 1939

The 1930 census listed Daniel V. Peck, age 40, working as an electrician in Potomac, Md.<sup>188</sup> Living with him were: Louise, age 30, wife; James, age 3-6/12, son; and Lucy, age 10/12, daughter.

Glenmore was renovated in 1936 and Lilly and her son, John D. Stone and his family, moved back there.

### 1940 - 1949

The 1940 census listed Daniel V. Peck, age 50, working as an electrician.<sup>189</sup> Living with him were: Louise W., age 39, wife; James G., age 13, son; and Lucy A., age 10, daughter

World War II came along and eligible men had to register for the draft:

**Daniel Voorhees Peck**, age 52, born Nov. 12, 1889, living at R. F. D. #1, Potomac, Md.<sup>190</sup> Louise W. Peck at the same address would always know his address. He was working at Lowe's Capital Theater, National Press Building, on F. St., Washington, D. C. The description of the registrant was stamped at Hagerstown, Md. and thus would not apply to Daniel V. Peck.

**Frank Pelham Stone** enlisted April 29, 1944, as a Private from District of Columbia, living at Route 3, Cabin John, Md. He served with the 29th, 6th Marine Division and was killed on Okinawa on June 9, 1945. He was buried in Hermon Presbyterian Church, Bethesda, Md. John Dunbar Stone applied for the headstone or marker.

**John Dunbar Stone**, age 45, born Jan. 7, 1897, living at Glenmore, R. F. D. #3, (Persimmon Tree Rd., near Hermon Church), Bethesda, Md.<sup>191</sup> Mrs. Catherine Pool Stone at the same address would always know his address. He was self-employed at Stonehurst Quarry, Seven Locks Rd. and River Road, Bethesda, Md. He was 5'-10" tall, weighed 160 lbs, had gray wyes, brown hair, a ruddy complexion, and had a scar on left ankle and knee.

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<sup>187</sup> 1920 Census, Maryland, Montgomery County, Potomac District 10, enumerated on 1/12/1920, p. 5A.

<sup>188</sup> 1930 Census, Maryland, Montgomery County, Potomac District 29, enumerated on 5/2/1930, p. 11A

<sup>189</sup> 1940 Census, Maryland, Montgomery County, Other Places, enumerated on 4/4/1940, p. 2A

<sup>190</sup> WW II Draft Registration Card, Serial Number U254, dated 1942

<sup>191</sup> WW II Draft Registration Card, Serial Number U2803, dated April 25, 1942

JOHN MOORE FAMILY VITAL STATISTICS

Name	Rel.	Born	Married	Died	Born in
John <b>Moore</b> (1st)	hus	1760	3/3/1783	1793	England
Elizabeth <b>Keadle</b>	wife				
<i>John Moore</i>	son	7/3/1788	1815	11/28/1875	Maryland
<i>William Moore</i>	son		infant		Maryland
<i>Benjamin Moore</i>	son				Maryland
<i>Susan Moore</i> (Serro)	dau				Maryland
<i>Eliza Moore</i> (Warner)	dau				Maryland
Major <b>Stansberry</b> (2nd)	hus		1802?		
Elizabeth Keadle <b>Moore</b>	wife				
<b>End of 1<sup>st</sup> Generation</b>					
John <b>Moore</b>	hus	7/3/1788	4/22/1815	11/28/1875	Maryland
Mary Catherine <b>Mann</b>	wife	1794			12/28/1876
<i>Lewis Tilghman Moore</i>	son	2/25/1816	10/3/1866	12/28/1897	Virginia
<i>Louisa A. Moore</i> (McCready)	dau	9/30/1818		4/23/1901	Virginia
<i>John Duke of Wellington Moore</i>	son	2/26/1819	11/25/1858	1/5/1914	Virginia
<i>Eleanora Moore</i>	dau	1825	infant		Maryland
<i>Ann Elizabeth Moore</i> (Reid)	dau	1/24/1830	1854	1917	Maryland
<b>End of 2<sup>nd</sup> Generation</b>					
<i>Lewis Tilghman Moore</i>	hus	2/25/1816	10/31/1866	12/28/1897	Virginia
Mary C. <b>Bragonier</b>	wife	1845			1926
<i>Louis Bragonier Moore</i>	son	1867	9/2/1896	6/10/1907	Virginia
<i>Katherine Doyn Moore</i>	dau	1870		1934	Virginia
<i>George Melville Moore</i>	son	1872	10/30/1895	1949	Virginia
<i>Mary Goggin Moore</i> (Hoblitzel)	dau	1874	8/15/1894	1904	Virginia
<i>Robert Sharrard Moore</i>	son	1876		1948	Virginia
<i>Nannie B. Moore</i>	dau	1878		1912	Virginia
Robert G. <b>McCreary</b>	hus	1816		12/22/1883	Pennsylvania
Louisa A. <b>Moore</b>	wife	9/30/1818		4/23/1901	Virginia
<i>Lucy McCreary</i> (Wine)	dau	1850			Pennsylvania
<i>Annie R. McCreary</i>	dau	1852		10/12/1918	Pennsylvania
<i>Mary McCreary</i>	dau	1856			Pennsylvania
John D. W. <b>Moore</b>	hus	2/26/1819	11/25/1858	1/5/1914	Maryland
Sarah Bridget <b>Coltman</b>	wife	10/25/1830			2/10/1900
<i>William Coltman Moore</i>	son	10/18/1859	infant	11/12/1862	Maryland
<i>Lilly Catherine Moore</i> (Stone)	dau	7/20/1861	12/21/1892	2/8/1960	Maryland
<i>Lewis Willoughby Moore</i>	son	12/20/1863	1902	10/26/1922	Maryland
<i>Clara May Moore</i>	dau	2/26/1867		12/30/1883	Maryland
Esli D. <b>Reid</b>	hus	3/4/1828	1854	5/23/1914	Ohio
Ann Elizabeth <b>Moore</b>	wife	1/24/1830			4/2/1917
John Louis <b>Reid</b> , D.D.S.	son	3/30/1855		2/15/1896	Dist. of Col.
<i>Ella Reid</i> (Wire)	dau	1871	1897		Dist. of Col.

Name	Rel.	Born	Married	Died	Born in
<b>End of 3<sup>rd</sup> Generation</b>					
Louis Bragonier <b>Moore</b>	hus	1867	9/2/1896	6/10/1907	Virginia
Mrs. A. M. <b>Dibble</b>	wife				Michigan
George Melville <b>Moore</b>	hus	1872	10/30/1895	1949	Virginia
Kathryn de-Chauntal <b>Dunne</b>	wife				12/14/1903
George Max <b>Hoblitzel</b> (1st)	hus		8/15/1894	10/3/1895	
Mary Goggin <b>Moore</b>	wife	1874			1904
W. H. <b>Bailie</b> (2nd)	hus		11/18/1896		
Mary G. <b>Moore Hoblitzel</b>	wife	1874			1904
Robert Sharrard <b>Moore</b>	hus	1876		1948	Virginia
Elsie Love <b>Ritter</b>	wife	11/15/1884		11/17/1959	
Frank Pelham <b>Stone</b>	hus	1/13/1846	12/21/1892	2/1/1921	Maryland
Lilly Catherine <b>Moore</b>	wife	7/20/1861			2/8/1960
<i>Frank Pelham</i> <b>Stone</b>	son	1895	infant		Maryland
<i>John Dunbar</i> <b>Stone</b>	son	1/7/1897		5/30/1973	Maryland

CHARLES HENRY STONE FAMILY VITAL STATISTICS

Name	Rel.	Born	Married	Died	Born in
Charles Henry Stone	hus	1762		1822	England
Eliz (1 <sup>st</sup> )	wife				
William James Stone	son				New Jersey
Henry Stone	son	1796		1846	New Jersey
Charles Henry Stone	hus	1762	1/1/1804	3/26/1822	England
Anna Marie Garnett (2 <sup>nd</sup> )	wife	1785		1872	England
John Garnett Stone	son	12/5/1805	5/12/1833	1/5/1884	New Jersey
Charles Henry Stone	son	1806	3/20/1833	3/15/1864	New Jersey
Frank (Francis) Stone	son	1807		1856	New Jersey
Anna Marie (Patty) Stone (Blackford)	dau	1810	twice	1882	New Jersey
Philip Stone	son	5/11/1816	10/11/1842	3/11/1876	New Jersey
Frances (Fanny) Stone (Ball)	dau	1820		1893	D.C.
Harriet Stone	dau	1820	infant	1820	D.C.
<b>End of 1<sup>st</sup> Generation</b>					
John Garnett Stone	hus	12/5/1805	5/12/1833	1/5/1884	New Jersey
Amelia Augusta Reitz	wife	1818		12/5/1872	Virginia
Charles Henry Stone	son	1838	infant	1838	Maryland
John G. Stone [Jr.]	son	1/15/1839		2/3/1854	Maryland
Anna E. Stone (Brown)	dau	8/1840	10/31/1863	7/11/1912	Maryland
Francis A. Stone (Winfield)	dau	1843	1858	5/1900	Maryland
Henrietta Stone	dau	8/1846	Never	3/11/1909	Maryland
Lucy W. Stone (Peck)	dau	1852		12/24/1926	Maryland
Robert Ward Stone	son	8/15/1854	10/12/1882	12/24/1915	Maryland
Charles R. Stone	son	1857		6/23/1883	Maryland
Charles Henry Stone	hus	1806	3/20/1833	3/15/1864	New Jersey
Mary Giddings Newman	wife	1815			Mississippi
Anna Maria Stone	dau	1834		1851	Mississippi
Lucinda "Lucy" Stone (Balfour)	dau	4/1835	11/12/1873	12/18/1903	Mississippi
Henry Stone	son	1837			Mississippi
Joseph Newman Stone	son	1838		8/11/1886	Mississippi
Charles G. Stone	son	1841			Mississippi
Garnett Stone	son	1844			Mississippi
Nolan Stone	son	1846			Mississippi
Mary L. Stone	dau	1848			Mississippi
Clarence Stone	son	1849			Mississippi
Frank (Frances) Stone	hus	1807		1856	New Jersey
Harriet Davis	wife	1818		1891	Kentucky
Elizabeth Stone (Bodine)	dau	1839		1919	Illinois
Ann Marie Stone	dau	1841		1898	Illinois
Henry Stone	son	1845		1923	Illinois
Amelia Stone	dau	1847			MD/D. C.
Olivia Stone	dau	1850		1910	MD/D. C.
John P. Stone	son	1852		1919	MD/D. C.
Mary F. Stone	dau	1854			MD/D. C.
Charles Stone	son	1856		1930	D. C.

Name	Rel.	Born	Married	Died	Born in
<b>Philip Stone</b>	hus	5/11/1816	10/11/1842	3/11/1876	New Jersey
<b>Olivia Dunbar Magruder</b>	wife	3/22/1817		6/20/1882	Maryland
<i>Henry P. Stone</i>	son	8/2/1843		10/5/1912	Maryland
<i>John Alexander Carter Stone</i>	son	10/18/1844		5/13/1869	Maryland
<i>Frank Pelham Stone</i>	son	1/13/1846		2/1/1921	Maryland
<i>Eliza Lloyd (Ida) Stone</i> (Clagett)	dau	3/1/1847		11/16/1906	Maryland
<b>Philip Stone, Jr.</b>	son	2/18/1849		8/20/1900	D. C.
<i>Ann Holmes (Nannie) Stone</i>	dau	3/15/1851	Never	10/4/1925	Maryland
<b>John Garnett Stone</b>	son	8/1852		1918	Maryland
<i>Mary Katherine (Kate) Stone</i> (Harrison)	dau	10/11/1857		2/1/1924	Maryland
<b>End of 2<sup>nd</sup> Generation</b>					
<b>Edward H. Brown</b>	hus	1/1837	10/31/1863	9/6/1913	Maryland
<b>Anna "Annie" E. Stone</b>	wife	8/1840		7/9/1912	Maryland
<b>Amelia D. Brown</b>	dau	6/1865			D. C.
<b>Garnett Stone Brown</b>	son	2/1872		1/27/1936	D. C.
<b>Walter S. Winfield</b>	hus	1849		1920	
<b>Fannie A. Stone</b>	wife	1843		5/1909	Maryland
<b>James Henry Peck</b>	hus	1/1859		6/4/1904	Ohio
<b>Lucy W. Stone</b>	wife	4/1852		12/24/1926	Maryland
<i>Daniel Voorhees Peck</i>	son	11/12/1889		2/1964	D. C.
<b>Robert Ward Stone</b>	hus	8/15/1854	10/12/1882	12/24/1915	Maryland
<b>Eliza Crawford Davidson</b>	wife	1855		1923	
<i>Charles Reitz Stone</i>	son				
<i>Lucy Louise Lee Stone</i>	dau				
<b>Frank Pelham Stone</b>	hus	1/13/1846	12/21/1892	2/1/1921	Maryland
<b>Lilly Catherine Moore</b>	wife	7/20/1861		2/8/1960	Maryland
<i>Frank Pelham Stone</i>	son	1895	infant	1895	Maryland
<b>John Dunbar Stone</b>	son	1/7/1897	5/25/1925	5/30/1973	Maryland
<b>Montgomery Clagett</b>	hus	1844		1907	Maryland
<i>Eliza Lloyd (Ida) Stone</i>	wife	1846		1906	Maryland
<i>Herbert M. Clagett</i>	son	1871			Maryland
<i>Philip Dunbar Clagett</i>	son	1875	3/10/1901		Maryland
<b>Philip Stone</b>	hus	1849		1900	D. C.
<b>Kate Tschiffaly</b>	wife				
<b>John Garnett Stone</b>	hus	1852	1881	1919	Maryland
<b>Eudocia Clagett</b> (1st)	wife	1850		1899	Maryland
<b>John Garnett Stone</b>	hus	1852	1900	1919	Maryland
<b>Bessie Brady</b> (2nd)	wife	1875			
<b>Harry Harrison</b>	hus		1882		D. C.
<b>Mary Katherine (Kate) Stone</b>	wife	1857			Maryland
<b>End of 3<sup>rd</sup> Generation</b>					

<b>Garnett Stone Brown</b>	hus	2/1872		1/27/1936	D. C.
Mary Josephine <b>Lusby</b>	wife				
<b>Daniel Voorhees Peck</b>	hus	11/12/1889		2/1964	D. C.
Louise W.	wife	7/19/1900		7/20/1971	Maryland
<b>James G. Peck</b>	son	1927			Maryland
<b>Lucy A. Peck</b>	dau	1930			Maryland
<b>John Dunbar Stone</b>	hus	1/7/1897		5/30/1973	Maryland
<b>Katherine Pool</b>	wife	11/14/1906	5/25/1925	2/7/1976	N. Carolina
<b>Frank Pelham Stone</b>	son	4/30/1926		6/9/1945	D.C.
<b>Lilly Catherine Stone (Lievsay)</b>	dau	5/8/1928	10/12/1974		D.C.
<b>John Pool Stone</b>	son	1/25/1936	6/20/1958	8/28/2000	D.C.
<b>John Pool Stone</b>	hus	1/25/1936		8/28/2000	D.C.
<b>Hallie Hancock (1<sup>st</sup>)</b>	wife		6/20/1958		
<b>John David Stone</b>	son	1/12/1959			Maryland
<b>Barbara Elaine Stone</b>	dau	3/26/1960			Maryland
<b>Douglas Allen Stone</b>	son	7/3/1961			Maryland
<b>John Pool Stone</b>	hus	1/25/1936		8/28/2000	D.C.
<b>Betty Touhy Gleason (2<sup>nd</sup>)</b>	wife	6/6/1938	12/21/1973	6/4/2007	Maryland

Letter from Representative Condist to Secretary of War Mr. Graham.

The Honorable Mr. Graham, acting Secretary of War.

Sir,

Permit me to ask your attention for a moment to an application I am about to make, in behalf of John Garnett Stone. My desire is, if practicable, to obtain for him a situation in the Military Academy, as a Cadet. He is twelve years of age, possess a good mind, reads the English tongue, has some acquaintance with the Common rules of Arithmetic, & some knowledge of the French language.

His mother is the daughter of a most respectable gentleman in N. Jersey, & is now striving to maintain a very numerous family of several children, by teaching a Boarding school in this City. His father has been unfortunate in business, & is now in the City of New York, unable to make the application for his son.

I hope it may be in your power, as I am sure it must be your desire, to grant this request.

Very respectfully  
Your obedient servant  
Lewis Condist

House of Representatives

February 10th 1817

City of Washington, July 19th 1819

Sir,

Two years ago from an application made by Mr. Condist, Member from New Jersey (where I resided previous to my removal to this place) Mr. George Graham entered my oldest son John Garnett Stone upon the books for a Cadet at West Point, and encouraged by the promise you were so kind to make Mr. graham before he left Washington that John's Warrant should be given him this summer I take the liberty of asking for it that he may be ready for admission next month. He is fourteen years of age, and I believe sufficiently advanced in his studies but he is at present with my father Wm Garnett in New Jersey, who is preparing him in the higher branches of Arithmetic; with the vanity of a daughter, wishing that he may one day equal his grandfather's knowledge and praying you to accept the thanks of a mother for enabling her son to prove a useful member of society.

I remain your most obliged servant,  
Anna Maria Stone

Washington County Courthouse, Hagerstown, MD, Deed Book SS, page 646, 3/25/1837.

At the request of the State of Maryland the following Coroners Commission was recorded March 25th, 1837.

The State of Maryland to John G. Stone of Washington County Esquire Greeting; Be it known, that reposing especial trust and confidence in your prudence and honesty, you are appointed one of the Coroners of Washington County, to hold the said office of Coroner belonging, until you shall be duly discharged therefrom, and to execute the duties of the said office with diligence and fidelity, without favor, affection or partiality, according to Law. Given under the Seal of the State of Maryland this tenth day of March in the year of our Lord, one thousand eight hundred and thirty seven.

Witness, the Honorable Theodoric Bland, Chancellor.

Washington County Courthouse, Hagerstown, MD, Deed Book TT, page 253, 2/19/1838.

At the request of John G. Stone the following Commission was recorded February 19, 1838.

The State of Maryland to John G. Stone, of Washington County, Esquire, Greeting; Be it known, that reposing especial trust and confidence in your prudence and honesty, you are appointed one of the Coroners of Washington County, to hold the said Office of Coroner with all lawful fees, profits, privileges and benefits, to the said Office of Coroner belonging, until you shall be duly discharged therefrom, and to execute the duties of the said Office with diligence and fidelity, without favor, affection or partiality, according to Law. Given under the Seal of the State of Maryland this ninth day of February in the year of Our Lord, One Thousand Eight Hundred and Thirty eight.

Witness, the Honorable Theodoric Bland, Chancellor.

At the request of Jacob H. Grove, the following Deed was recorded August 7, 1838.

This Indenture made this 7th day of August in the year of Our Lord, One Thousand Eight Hundred & Thirty eight, between John G. Stone & Amelia Stone his wife, of Washington County in the State of Maryland of the one part and Jacob H. Grove of said County and State aforesaid of the other part. Witnesseth: That for and in consideration of the sum of Nine Thousand Four Hundred & Ten Dollars, current money by the said Jacob H. Grove to the said John G. Stone & Amelia his wife in hand paid, at and before the ensealing and delivery of these presents, the receipt of which they do hereby acknowledge, the said John G. Stone & Amelia Stone his wife have bargained and sold, aliened and enfeoffed, and by these presents do give, grant, bargain and sell, alien, enfeoff, release, convey and confirm unto the said Jacob H. Grove his heirs and assigns, all the following described Farm or Plantation lying and being in Washington County on the East of the road leading from Sharpsburg to Blackford's Ferry, being part of the Tract of Land called "The Resurvey on the Addition to Piles' Delight," beginning at a stone set up and planted at or near the end of fifty perches in the fifty first line of the whole Tract of Land called "The Resurvey on the Addition to Piles' Delight," beginning at a stone set up and planted at or near the end of fifty perches in the fifty first line of the whole Tract of Land called the "Resurvey on Addition to Piles' Delight," it being the beginning of part of said land conveyed by Adam Myers to Isaac Wilson, by deed dated the thirteenth of June Eighteen Hundred and Twelve and, and running thence North forty two degrees and three fourths of a degree, West forty nine perches to a stone, North seventy four degrees and three fourths of a degree, West sixty perches to the Eastern edge of the public road leading from Sharpsburg to Shepherdstown, then along on the Eastern edge of said road South forty one degrees and one fourth of a degree, West sixty four perches, thence South forty four degrees, West one hundred and two perches, thence South sixty three degrees and three fourths of a degree, West forty six perches and eight tenths perches to a gate post on the seventh line of a Tract of Land called "Moreland," resurveyed for John Blackford, it being a line fixed and agreed upon by said John Blackford and the aforesaid Adam Myers as the division line between them, then with that line South twenty six degrees and one fourth of a degree, East sixty seven and one half perches to the sixty fourth line of the aforesaid land called "The Resurvey on the Addition to Piles' Delight," and, reversing that line South seventy one degrees, East one hundred and seventeen perches, and three fourths of a perch to the end of the eighth line of the aforesaid part conveyed to Isaac Wilson, and with the ninth line North twenty six degrees and one half of a degree, East two hundred and seven perches, then by a straight line to the place of beginning, containing and now laid out for One Hundred and eighty eight acres and twenty perches of Land, be the same more or less. And also all the right of the said John G. Stone & Amelia his wife to the water of the pump standing on the public road, together with the right-of-way to the Potomac River over the land now in the possession of Samuel Deitrick as the said right to use the pump and right-of-way are described and reserved in and by the Will of Adam Myer, late of said County, deceased, together with all and singular the rights, privileges and appurtenances thereto belonging, or in any wise appertaining, and all the estate, right, title and interest, trust, property, claim and demand, whatsoever, at Law or in equity of them the said John G. Stone & Amelia Stone his wife, of in and to the same. To have and to hold the said herein described premises with the appurtenances thereunto belonging unto the said Jacob H. Grove, his heirs and assigns. To the only proper use of the said Jacob H. Grove his heirs and assigns forever. And also that they the said John G. Stone and Amelia his wife their heirs and assigns, the farm or plantation above described and herein mentioned to be granted, bargained and sold, with the appurtenances unto the said Jacob H. Grove his heirs and assigns, shall and will warrant and forever defend by these presents, against the

claims of all persons whomsoever. In Testimony whereof the said John G. Stone and Amelia his wife have hereunto set their hands and seals on the day and year first above written.

Signed, sealed & delivered in presence of  
J. Kausler, D. Brumbaugh

John G. Stone {Seal}  
Amelia A. Stone {Seal}

State of Maryland, Washington County, to wit: On this seventh day of August 1838, before us the subscribers, two Justices of the Peace of the State of Maryland, in and for Washington County, personally appeared John G. Stone & Amelia Stone his wife who are satisfactorily known to us as the persons who are named and described as and professing to be the grantors in the above Indenture or conveyance, and acknowledged the same to be their act and deed for the purposes therein mentioned. And the said Amelia Stone did sign and seal the said deed in our presence and out of the presence and hearing of her said husband. And the said Amelia Stone being by us privately examined, apart from and out of the presence and hearing of her said husband, whether she doth make her acknowledgement of the same willingly and freely, and without being induced thereto by fear or threats of or ill usage by her said husband or fear of his displeasure, acknowledges and declares that she doth. Acknowledged before

J. Kausler, D. Brumbaugh

At the request of John G. Stone, the following Mortgage was recorded August 7, 1838.

This Indenture made this 7th day of August in the year of Our Lord, One Thousand Eight Hundred & Thirty eight, between Jacob H. Grove, of Washington County in the State of Maryland, of the one part & John G. Stone of said County and State of the other part. Whereas the said Jacob H. Grove having purchased from the said John G. Stone & Amelia Stone his wife, the land and premises hereinafter mentioned and described, and received their conveyance of even date herewith, for the same. And whereas the said Jacob H. Grove is still indebted to the said John G. Stone in the said purchase in the sum of Five Thousand Four Hundred and Ten Dollars payable in five equal annual installments with interest and to secure the said debt to the said John G. Stone, and his Executors, Administrators and Assigns, the said Jacob H. Grove is willing to execute these presents. Now this Indenture Witnesseth: That the said Jacob H. Grove, in consideration of the said debt or sum of Five Thousand four hundred and Ten Dollars, owing to the said John G. Stone as aforesaid, and for the better securing the payment thereof with interest to the said John G. Stone, his heirs, executors and administrators, according to the condition of the said sale, and also in consideration of the further sum of Ten Dollars, current money to him the said Jacob H. Grove by the said John G. Stone in hand well and truly paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by the said Jacob H. Grove, hath granted, bargained and sold, released and confirmed, and by these presents doth grant, bargain and sell, release and confirm unto the said John G. Stone, his heirs and assigns, all the following described farm or plantation lying and being in Washington County, on the East of the road leading from Sharpsburg to Blackford's Ferry, being part of the Tract of Land called "The Resurvey on the Addition to Piles' Delight," beginning at a stone set up and planted at or near the end of fifty perches in the fifty first line of the whole Tract of Land called "The Resurvey on Addition to Piles' Delight," it being the beginning of part of said land, conveyed by Adam Myers to Isaac Wilson, be Deed bearing date the thirteenth of June Eighteen Hundred and twelve, and running thence North forty two degrees and three fourths of a degree, West forty nine perches to a stone, North seventy four degrees and three fourths of a degree, West sixty perches to the eastern edge of the public road leading from Sharpsburg to Shepherdstown, then along the eastern edge of said road South forty one degrees and one fourth of a degree, West sixty four perches, thence South forty four degrees, West one hundred and two perches, thence South sixty three degrees and three fourths of a degree, West forty six perches and eight tenths of a perch to a gate post on the seventh line of a Tract of Land called "Moreland," resurveyed for John Blackford, it being a line fixed and agreed upon by said John Blackford and the aforesaid Adam Myers as the division line between them, then with that line South twenty six degrees and one fourth of a degree, East sixty seven perches and one half of a perch to the sixty fourth line of the aforesaid land called "The Resurvey on the Addition to Piles' Delight," and, reversing that line South seventy one degrees East one hundred and seventeen and three fourths perches to the end of the eighth line of the aforesaid part conveyed to Isaac Wilson, and with the ninth line North twenty six degrees and one half of a degree, East two hundred and seven perches, then by a straight line to the place of beginning, containing and now laid out for One Hundred and eighty eight acres and twenty perches of land, be the same more or less. To have and to hold the above described farm or plantation and every part and parcel thereof with the appurtenances therewith belonging to the said John G. Stone, his heirs and assigns forever, to their own use and behoof. Provided always, and it is the true intent and meaning of these presents, and of the said parties herewith, that if the said Jacob H. Grove, his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid unto the said John G. Stone, his executors, administrators and assigns, the said sum of Five Thousand Four Hundred and Ten Dollars in five equal annual installments with interest, that is to say, One Thousand and Eighty

two Dollars, on the seventh day of August 1837, with interest from the date hereof, One Thousand and eighty two dollars on the seventh of September 1840, with interest from the date hereof, One Thousand and eighty two dollars on the seventh day of April 1841, with interest from the date hereof, One Thousand and eighty two dollars on the seventh day of September 1842, with interest from the date hereof, and One Thousand and eighty two Dollars on the seventh day of September 1843, for which said several installments the said Jacob H. Grove has executed his five several promissory notes to the said John G. Stone, without any deduction or abatement whatsoever, then and from thenceforth these presents shall be utterly null and void, anything therein to the contrary thereof in any wise notwithstanding. In Witness whereof the said Jacob H. Grove has hereunto set his hand and affixed his seal on the day and year first above written.

Signed, sealed & delivered in presence of  
J. Kausler, D. Brumbaugh

J. H. Grove {Seal}

State of Maryland, Washington County, to wit: On this 7th day of August 1838, before me the subscriber two Justices of the Peace of the State of Maryland, in and for Washington County, personally appeared Jacob H. Grove who is satisfactorily known to us as the person who is named and described as and professing to be the grantor in the within Indenture or conveyance, and acknowledged the same to be his act and deed for the purposes therein mentioned.

Acknowledged before

J. Kausler, D. Brumbaugh

At the request of John G. Stone, the following Deed was recorded April 5th, 1841.

This Indenture made this first day of April in the year of Our Lord, one thousand eight hundred and forty one, between Jacob Snyder and Margaret his wife, of Washington County, in the State of Maryland, of the one part; and John G. Stone of the said County and State, of the other part.

Witnesseth, that for and in consideration of the sum of fifteen hundred dollars, current money, by the said John G. Stone to the said Jacob Snyder and Margaret his wife, in hand paid, at and before the sealing and delivery of these presents, the receipt of which they do hereby acknowledge. The said Jacob Snyder and Margaret his wife have bargained and sold, aliened and enfeoffed, and by these presents do give, grant, bargain and sell, alien, enfeoff, release, convey and confirm unto the said John G. Stone, his heirs and assigns, all the following described Lot or portion of ground, part of a tract or parcel of land, being a part or parcel of a tract of land lying in Washington County and State of Maryland called "The Resurvey on Hazzard and Locust Thicket," and containing within the following metes and bounds, courses and distances, that is to say, Beginning at a stake standing at the end of thirteen perches on a line drawn South ten and a half degrees East from the Southeast corner of the Lot or portion of ground numbered 43 in the Town of Clearspring in said county, and running then South seventy nine degrees and a half West one hundred and eighty eight feet; thence South ten and a half degrees East, sixty six feet; thence North seventy nine and a half degrees East one hundred and eighty eight feet; and thence by a straight line to the place of beginning, containing forty five and a half perches of land, more or less, and all houses, buildings, or chase ways, waters, water courses, profits, commodities, hereditaments, and appurtenances whatsoever to the said premises, hereby granted or in any part thereof belonging or in any wise appertaining, and to all the estate, right, title and interest, trust, property, claim and demand, whatsoever, at Law and in equity of them the said Jacob Snyder and Margaret his wife, of, in and to the same. To have and to hold the said herein described premises with the appurtenances thereunto belonging unto the said John G. Stone, his heirs and assigns, to the only proper use of the said John G. Stone his heirs or assigns, forever. And also that the said Jacob Snyder and Margaret his wife, their heirs and assigns, the parcel of land above described, and herein mentioned to be granted, bargained and sold, with the appurtenances, unto the said John G. Stone his heirs and assigns, shall and will warrant and forever defend, by these presents, against the claims of all persons whatsoever. In Testimony whereof the said Jacob Snyder and Margaret his wife, have hereunto set their hands and seals on the day and year first above written.

Jacob Snyder {Seal}

her

Margaret x Snyder {Seal}

mark

Signed, sealed & delivered in presence of  
D. Hauer - Geo. Gerly

State of Maryland, Washington County, to wit: On this first day of April 1841, before us the subscribers, two Justices of the Peace of the State of Maryland, in and for Washington County, personally appeared Jacob Snyder and Margaret his wife who are satisfactorily known to us as the persons who are named and described as and professing to be the grantors in the above indenture or conveyance, and acknowledged the same to be their act and deed for the purposes therein mentioned. And the said Margaret Snyder did sign and seal the said deed in our presence and out of the presence and hearing of her said husband. And the said Margaret Snyder being by us privately examined, apart from and out of the presence and hearing of her said husband, whither she doth make her acknowledgement of the same willingly and freely, and without being induced thereto by fear or threats of or ill usage by her said husband or fear of his displeasure, acknowledges and declares that she doth. Acknowledged before  
D. Hauer - Geo. Gerly

Washington County Courthouse, Hagerstown, MD, Deed Book YY, page 534, 8/26/1841.

At the request of John G. Stone, the following Deed was recorded August 26th, 1841.

This Indenture made this twelfth day of August in the year of Our Lord one thousand eight hundred and forty one between David G. Yost, of Washington County and State of Maryland, of the one part; and John G. Stone of the same County & State of the other part. Whereas by a decree of Washington County Court, as a Court of Equity, bearing date the twenty ninth day of March in the year of our Lord one thousand eight hundred and thirty eight, the above named David G. Yost was appointed a Trustee, and authorized and empowered to sell and dispose of the real estate of Sarah Jacques, in a case in which Jonathan R. Snyder was complainant and a certain Theoerick Snyder & John Snyder were defendants for the purpose of distributing the proceeds of such sale among the parties entitled. That in pursuance of said decree the said David G. Yost did on the twenty seventh day of April in the year of our Lord eighteen hundred and thirty eight sell and dispose of, to a certain John Hughes the following real estate, situate, lying and being in Washington County and State of Maryland, being part of the real estate of the said Sarah Jacques, deceased, that is to say part of a tract of land called "The Resurvey on Hazzard and Locust Thicket" containing six acres and thirty nine perches of land, which is particularly mentioned and described by course and distance in a deed of bargain and sale executed by Solomon Gtinemetz to the said Sarah Jacques on the twentieth day of April eighteen hundred and thirty six, & recorded in Liber R.R., folios 827 & 828, one of the Land Records of Washington County and to which the parties to these presents for greater certainty hereby refer. Said land was sold at and for the sum of Five Hundred and ninety three dollars & seventy five cents. And whereas before the said Hughes had d more than fifty five dollars of the purchase money for said land he sold and transferred the same to the said John G. Stone. And after said sale filed his petition in said Court praying that the said trustee might by the order and decree of said Court be authorized and empowered to convey the aforesaid land to the said John G. Stone on his paying to the said Trustee the balance of said purchase money. And whereas on the eleventh day of August 1841 the said Court passed a decree in conformity with the prayer of said petition authorizing and empowering him to convey said land to said John G. Stone on the payment of the balance due on said purchase money, all of which will more fully and at large appear by referring to the proceedings in said case which are numbered 559 on the Equity docket of said Court; and to which proceedings the parties of these presents hereby refer, and whereas the purchase money for the said parcel of land and premises hath been fully paid and satisfied, by the said John G. Stone and the said David G. Yost is authorized by the said decree & order to execute a conveyance for the same and to comply with the terms of the said decree, the said David G. Yost hath agreed to execute these presents. Now this indenture Witnesseth that the said David G. Yost in consideration of the above recited premises, and also of five dollars current money to him in hand paid by the said John G. Stone the receipt whereof is hereby acknowledged, hath granted, bargained and sold, released, aligned, enfeoffed, and confirmed and by these presents doth grant, bargain and sell, release, align, enfeoff and confirm unto the said John G. Stone his heirs and assigns, forever, all the above mentioned and described land and premises, together with the appurtenances thereunto belonging or in any wise appertaining. To have and hold the aforesaid land and premises and every the appurtenances thereunto belonging or in any wise appertaining unto the said John G. Stone his heirs and assigns, forever, to his and their only proper use and behoof and for no other use, interest or purpose whatsoever. In Witness whereby the said David G. Yost hath here unto subscribed his name and affixed his seal the day and year hereinbefore written.

Signed, sealed and delivered  
in the presence of  
Wm. H. Hanocy, John Weis.

David G. Yost {Seal}

State of Maryland, Washington County, to wit: On this twelfth day of August 1841, before us the subscribers, two Justices of the Peace of the State of Maryland, in and for Washington County, personally appeared David G. Yost, whom the subscribers are satisfied of their own knowledge, is the person who is named and described as and professes to be the grantors in the above indenture or conveyance, and acknowledges the same to be his act and deed for the purposes therein mentioned. Acknowledged before and certified by

Wm. H. Hanocy, John Weis.

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 1, page 62, 4/10/1843.

At the request of John G. Stone & others the following Mortgage was recorded April 10th, 1843.

This Indenture made this sixth day of April in the year of Our Lord eighteen hundred and forty three between Wm. Law, of Washington County & State of Maryland, of the one part; and John G. Stone, Thomas Reeder, Rudolph Spealman, Charles Edelin, Abraham R. Sasey and John Sasey of the County and State aforesaid, of the other part. Whereas the said William Law by his note duly executed bearing date the sixteenth day of Dec. 1842 stands bound unto the said John G. Stone in the sum of forty two dollars and fifty cents and also to Thomas Reeder by due bill bearing date the tenth day of January 1843 for eight dollars and forty cents also stands bound unto Rudolph Spealman by due bill bearing date March the second 1843 for sixteen dollars and twenty five cents, Charles Edelin by account five dollars and fifteen cents, Abraham R. Sasey by account fifteen dollars, John Sasey by account seven dollars and five cents as by said notes, due bills and accounts will more fully appear and to secure the payment thereof is willing to execute these presents. Now this Indenture Witnesseth - That the said Wm. Law for and in consideration of the premises and of the sum of five dollars current money to him in hand paid by the said parties of the second part, at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part, their executors, administrators and assigns, all and singular the goods, furniture and household stuff hereinafter particularly mentioned and expressed, that is to say, the one half of all the Wagon and Windmill stuff at our Shop, half of one Sleigh, one half of four Wheat Fans, one half of a Cutting Box, one half of a one-horse Wagon, one half of a Barouche, one Bed & Bedstead, one Safe, one Cooking Stove and apparatus, six Chairs, one Cherry wing Table, two Rocking Chairs, one Cherry Stand, one Set of China. To have and to hold all and singular the said goods, furniture and household stuff unto the parties of the second part, their executors, administrators & assigns to them and their own use and behoof. Provided always and it is declared to be the true intent and meaning of these presents that if the said William Law do and shall well and truly pay or cause to be paid unto the said parties of the second part, their executors, administrators or assigns the full sum of ninety four dollars and seventy four cents current money with legal interest for the same on or before the sixth day of October next then and in such case these presents and every matter and thing herein contained shall cease, determine and be utterly void to all intent and purposes, anything herein contained to the contrary notwithstanding. In Witness whereof the said William Law hath hereunto set his hand and seal the day and year above written.

Signed, sealed & delivered in presence of

D. Hauer.

William Law {Seal}

State of Maryland, Washington County, St: Be it remembered, that on this sixth day of April eighteen hundred and forty three, before me the subscriber, one of the Justices of the Peace of the State of Maryland, in and for Washington County, personally appeared William Law, who the subscriber knows of his own knowledge is the person named in the within instrument of writing and acknowledges the same to be his act and deed for the purposes therein mentioned, and according to the true intent and meaning of the same. Acknowledged before D. Hauer.

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 1, page 633, 10/26/1843.

At the request of John G. Stone the following Mortgage was Recorded October 26th, 1843.

This Indenture made this 25th day of October, 1843, between Lewis Beard, of Washington County, State of Maryland, of the one part; and John G. Stone, Esq., of the County and State aforesaid, of the other part. Whereas the said Lewis Beard owes and stands justly indebted to the said John G. Stone, in the sum of Seventy five dollars current money, and to secure the payment thereof is willing to execute these presents. Now this Indenture Witnesseth - That the said Lewis Beard for and in consideration of the premises and of the sum of Five dollars current money to him in hand paid by the said John G. Stone at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said John G. Stone, his executors, administrators and assigns, one half of the proceeds of Fifteen Acres of Wheat now growing on the land of Samuel J. Downey, near Clear Spring, and one half of five acres of Rye, now growing on the lands of the said Samuel J. Downey. To have and to hold all and singular the above on fifteen acres of Wheat and one half of five acres of Rye, unto the said John G. Stone, his executors, administrators & assigns to his and their own use and behoof. Provided always and it is declared to be the true intent and meaning of these presents that if the said Lewis Beard do and shall well and truly pay or cause to be paid unto the said John G. Stone, his executors, administrators or assigns, the full sum of Seventy five dollars current money with legal interest for the same on or before the first of April 1845 then and in such case these presents and every matter and thing herein contained shall cease determine and be utterly void to all intents and purposes, anything herein contained to the contrary notwithstanding. In Witness whereof I have hereunto set my hand and affixed my seal the day and year above written.

Signed, sealed & delivered in presence of  
Wm. A. Minnard.

Lewis Beard {Seal}

State of Maryland, Washington County, to wit: On this 23rd day of October 1843, before me the subscriber, one of the Justices of the Peace, in and for said County, personally appeared Lewis Beard, and acknowledged the above instrument of writing to be his act and deed for the purposes therein mentioned.

J. Reitzell {Seal}

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 1, page 694, 11/28/1843.

At the request of John G. Stone the following Mortgage was recorded November 28th, 1843.

This Indenture made this Twenty sixth day of November, in the year of Our Lord one thousand eight hundred and forty three, between Greenberry McGruder, of Washington County, State of Maryland, of the one part; and John G. Stone, of the County and State aforesaid, of the other part. Whereas the said Greenberry McGruder owes and stands justly indebted to the said John G. Stone in the sum of Eleven Hundred Dollars current money, and to secure the payment thereof is willing to execute these presents. Now this Indenture Witnesseth - That the said Greenberry McGruder for and in consideration of the premises, and of the sum of Five Dollars, current money, to him in hand paid by the said John G. Stone, at and before the sealing and delivery of these presents, the receipt of which is acknowledged hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said John G. Stone, his executors, administrators and assigns, all and singular the goods, furniture and household stuff hereinafter particularly mentioned and expressed, that is to say, one Negro Man called Sandy, aged Twenty six years, one Negro Woman called Sarah, aged sixteen years, one Canal Boat called "Honey Wood." To have and to hold all and singular the said Negro Sandy, Negro woman Sarah, and canal boat called "Honey Wood" unto the said John G. Stone, his executors, administrators & assigns, to him and their own use and behoof. Provided always and it is declared to be the true intent and meaning of these presents, that if the said Greenberry McGruder do and shall well and truly pay or cause to be paid unto the said John G. Stone, his executors, administrators or assigns the full sum of Eleven hundred [dollars], current money, with legal interest for the same on or before the first day of April eighteen hundred and forty five, then and in such case these presents, and every matter and thing contained, shall cease, determine and be utterly void to all intent and purposes, anything herein contained to the contrary notwithstanding. In Witness whereof I have hereunto set my hand and affixed my seal the day and year above written.

Signed, sealed & delivered in presence of  
Solomon Stinemetz.

Greenberry McGruder {Seal}

State of Maryland, Washington County, to wit: On this 27th day of May [Sic] 1843, before me the subscriber, one of the Justices of the Peace, in and for said County, personally appeared Greenberry McGruder, and acknowledged the above instrument of writing to be his act and deed, and for the purposes therein mentioned.

A. Reitzell, Justice for  
Election District No. 4.

At the request of Thomas W. McAtec the following Deed was Recorded April 5th, 1844.

This Indenture, made this Twenty fifth day of March in the year of our Lord one thousand eight hundred and forty four between John G. Stone and Amelia his wife, of Washington County, and State of Maryland, of the one part; and Thomas W. McAtec of the County and State aforesaid, of the other part. Witnesseth, that the said John G. Stone and Amelia his wife for and in consideration of the sum of Eleven hundred dollars current money of the United States, to them the said John G. Stone and Amelia, his wife, in hand paid by the said Thomas W. McAtec at of before the ensembling and delivery of these presents, the receipt whereof the said John G. Stone and Amelia his wife do hereby acknowledge, and thereof do release, acquit and discharge the said Thomas W. McAtec, his heirs, executors and administrators, by these presents; they the said John G. Stone and Amelia his wife have granted, bargained and sold, and by these presents do grant, bargain, and sell unto the said Thomas W. McAtec, his heirs and assigns forever, all the following described lot, portion or parcel of land, being a part or parcel of a tract of land, lying and being in the county aforesaid, called "The Resurvey on Hazard & Locust Thicket," beginning for the part or parcel hereby sold and conveyed, at a stake standing at the end of thirteen perches on a line drawn South ten and a half degrees East, from the Southeast corner of lot No. forty three, in the Town of Clear Spring, in said county, and running thence South seventy nine and a half degrees West, one hundred and eighty eight feet; thence South two and a half degrees East, sixty six feet; thence North seventy nine and a half degrees East, one hundred and eighty eight feet; and thence by a straight line to the place of beginning, containing forty five, and a half square perches of land, more or less; being the same portion or parcel of land conveyed by Jacob Snyder and wife to said John G. Stone by deed bearing date the first day of April, eighteen hundred and forty one, and recorded in Liber YY, folio 134, and 135, as by reference to the same will more fully and at large appear, and all houses, buildings, or chase ways, waters, water courses, profits, commodities, hereditaments & appurtenances whatsoever to the said premises, is hereby granted or in any part thereof belonging or in any wise appertaining. To have and to hold the said lands and premises hereby conveyed and all and singular other the premises hereby granted, and every part and parcel thereof, with this & every of their appurtenances unto the said Thomas W. McAtec, his heirs and assigns forever. To the only proper use and behoof of the said Thomas W. McAtec, and of his heirs and assigns forever. And the said John G. Stone and Amelia, his wife, for themselves and their heirs, do hereby covenant, grant, promise and agree, to and with the said Thomas W. McAtec his heirs and assigns, that they the said John G. Stone and Amelia, his wife, and their heirs, the said parcel of land and premises hereby granted, bargain and sold, and every part and parcel thereof, with the appurtenances thereunto belonging, to the said Thomas W. McAtec, his heirs and assigns, against them the said John G. Stone, and Amelia his wife, and their heirs against all and every person or persons whatsoever, shall and will warrant and forever defend. And the said John G. Stone and Amelia, his wife, for themselves and their heirs, do hereby further covenant, grant, promise and agree to and with the said Thomas W. McAtec, and his heirs and assigns, that they the said John G. Stone and Amelia, his wife, and their heirs, shall and will, at all times hereafter, whenever, required thereto by the said Thomas W. McAtec & his heirs, at the proper cost and expense of the said Thomas W. McAtec, his heirs & assigns, make, do, execute and acknowledge, all and every such further assurance or assurances, deed or deeds, conveyance or conveyances, in the law, as he the said Thomas W. McAtec, his heirs and assigns, or his or their counsel learned in the law, may or shall advise, devise or require, for the more certain and effectual assuring, conveying and quieting the possession of the said Thomas W. McAtec, his heirs and assigns, of, in and to the said land and premises, with the appurtenances forever. In Witness whereof the said John G. Stone and Amelia, his

wife, have hereunto subscribed their names and affixed their seals the day and year first above written.

Signed, sealed and delivered  
in the presence of  
J. Reitzell, Anthony Snyder

John G. Stone {Seal}  
Amelia A. Stone {Seal}

State of Maryland, Washington County, to wit: On this Twenty fifth day of December [Sic, March]1844, before us the subscribers, two Justices of the Peace, of the State of Maryland, in and for Washington County, personally appeared John G. Stone, and Amelia his wife, whom the subscribers are satisfied, of their own knowledge, are the persons who are named and described as, and profess to be the grantors in the above indenture or conveyance, and acknowledge the same to be their Act and Deed for the purposes therein mentioned. And the said Amelia Stone, wife of the said John G. Stone, did sign, seal and execute the said instrument of writing in our presence, and our of the presence and hearing of her said husband. And the said Amelia Stone, wife of the aforesaid John G. Stone, being by us privately examined apart from, and out of the presence and hearing of her said husband, whether she doth make her acknowledgement of the same willingly and freely, without being induced thereto by fear or threats of, or ill usage by her said husband, or fear of his displeasure, acknowledges that she doth make her said acknowledgement thereof, willingly and freely, and without being induced thereto by fear or threats of, or ill usage by her said husband, or fear of his displeasure. Acknowledged before and certified by,

J. Reitzell  
Anthony Snyder

At the request of John G. Stone the following Mortgage was recorded April 5th, 1844.

This Indenture made this Twenty fifth day of March in the year of our Lord one thousand eight hundred and forty four, by and between Thomas W. McAtec, of Washington County, in the State of Maryland, of the one part; and John G. Stone of the County and State aforesaid, of the other part. Witnesseth, that whereas the said Thomas W. McAtec hath this day executed to the said John G. Stone, his five several notes of hand or obligations, the first payable on the first day of November next, for Two hundred and fifty dollars; the second payable on the first day of April 1845, for the further sum of two hundred and fifty dollars; the third payable on the first day of April 1846, for the further sum of two hundred and fifty dollars; the fourth payable on the first day of April 1847, for the further sum of two hundred and fifty dollars; and the fifth and last payable on the first day of April 1848, for the further sum of one hundred dollars; making the sum of Eleven hundred dollars in the whole, and each of said obligations bearing interest from the first day of April 1844; and for the better securing of the payment of said obligations, with the interest thereon, as they shall respectively fall due, he the said Thomas W. McAtec is willing to execute these presents. Now therefore, this Indenture Witnesseth, that the said Thomas W. McAtec, for and in consideration of the premises aforesaid, and for and in consideration of the sum of Five dollars, current money, to him in hand paid by the said John G. Stone, at or before the sealing and delivery of these presents, the receipt whereof the said Thomas W. McAtec doth hereby acknowledge, and thereof doth acquit, release, exonerate and forever discharge the said John G. Stone, his heirs, executors, administrators and assigns, and every of them, by these presents, hath granted, bargained and sold, and by these presents, doth grant, bargain and sell unto the said John G. Stone, his executors, administrators and assigns, the two following parcels of land, that is to say, all that portion or parcel of land, lying in the County aforesaid, being a part of a tract of land called "The Resurvey on Hazard and Locust Thicket," and beginning for the same at a stake set up at the end of thirteen perches on a line drawn S10½°E from the Southeast corner of Lot No. 43, in the Town of Clear Spring, in said County, and running thence S79½°W. 188 feet, thence S10½°E 66 feet; thence N10½°E 188 feet, and then by a straight line to the place of beginning, containing 45½perches of land. Also, that certain piece or parcel of land, being part of the aforesaid tract called "The Resurvey on Hazard and Locust Thicket," beginning at a stake standing at the Southeast corner of James D. Tabler's lot, on Mulberry Street, in said Town, and running thence with said street N81°E 16 perches; N9°W 4 perches; N81°E 2 perches; N9°W 8 perches to an Alley, S81°W 8 perches, S9°E 7 perches; S81°W 10 perches; and thence S9°E 5 perches, to the place of beginning, containing 108 perches of land, more or less, being the same parcel of land conveyed by Michael Bovey and wife, to said Thomas W. McAtec by deed bearing date the 20th day of September 1842, and recorded in Liber ZZ, folio 528, 529 & 530, one of the Land Records of said county, a reference being had thereto will more fully and at large appear. Together with all and singular the buildings, improvements, advantages and appurtenances unto the aforesaid two parcels of land belonging, or in any wise appertaining. To have and to hold unto him the said John G. Stone, his executors, administrators or assigns, the aforesaid parcels of land hereinbefore granted, bargained and sold; and every the appurtenances thereunto belonging, unto him the said John G. Stone, his executors, administrators or assigns to the only proper use and behoof of him the said John G. Stone, his executors, administrators & assigns, forever. Provided always and it is the true intent and meaning of these presents and of the parties thereunto, that if the said Thomas W. McAtec, his executors or administrators, shall well and truly pay or cause to be paid to the said John G. Stone, his executors, administrators or assigns, the said several sums of money in said obligations mentioned, and herein referred to, at the several and respective periods of time at which

they shall become due, together with the interest accruing thereon, and all legal costs and charges to which the said John G. Stone, his executors, administrators or assigns, may be subjected by any proceedings at Law or Equity for the recovery of the same, then and from thenceforth every matter and thing herein contained shall cease and be utterly null and void, anything herein contained to the contrary in any wise notwithstanding. In Witness whereof the said Thomas W. McAtec hath hereunto set his hand and affixed his seal the day and year first above written.

Signed, sealed and delivered  
in the presence of George Long.

Tho. W. McAtec {Seal}

State of Maryland, Washington County, to wit: On this twenty fifth day of March 1844, before us the subscribers, two Justices of the Peace, of the State of Maryland, in and for Washington County, aforesaid, personally appeared Thomas W. McAtec, who the subscribers are satisfied of their own personal knowledge, is the person named and described, and professing to be the party grantor in the above indenture or conveyance, and acknowledges the same to be his Act and Deed for the purposes therein mentioned.

J. Reitzell

George Eyerly

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 2, page 132, 4/11/1844.

At the request of Jacob H. Grove the following Release of Mortgage was recorded April 11th, 1844.

This Indenture made this 11th day of April, in the year of our Lord one thousand eight hundred and forty four, between John G. Stone & Amelia A. Stone, of Washington county in the State of Maryland of the one part; and Jacob H. Grove of the County and State aforesaid of the other part. Whereas the said Jacob H. Grove, by indenture of Mortgage bearing date on the seventh day of August in the year eighteen hundred and thirty eight, duly executed and acknowledged and recorded among the land records of Washington County Court, Liber TT, folio 554, did, for and in consideration of the sum of five thousand four hundred and ten dollars, current money, grant, bargain, sell, alien, enfeoff, and confirm unto the said John G. Stone, his heirs and assigns, one hundred and eighty eight acres and twenty perches of land, more or less, lying in Washington County, Maryland, being part of a tract of land called "The Resurvey on the Addition to Piles' Delight," as by reference to the said deed of Mortgage, will now more fully and at large appear. And whereas the said Jacob H. Grove hath fully paid and satisfied to him the said John G. Stone, the above mentioned sum of money, and interest thereon, he the said John G. Stone doth agree to execute this instrument of writing, as a full release of the above described property. Now this Indenture Witnesseth, that the said John G. Stone, for and in consideration of the payment of the above mentioned sum of money, and the interest thereon; and for and in consideration of the sum of one dollar, to him in hand paid by the said Jacob H. Grove, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged; hath given, granted, bargained and sold, released, enfeoffed and confirmed; and by these presents doth give, grant, bargain, sell and release, enfeoff and confirm, unto him the said Jacob H. Grove, his heirs and assigns forever, the above mentioned and described tract or parcel of land. To have and to hold the said herein described premises with the appurtenances thereunto belonging, unto the said Jacob H. Grove, his heirs, and assigns; to the only proper use of the said Jacob H. Grove, his heirs and assigns, forever. In testimony whereof, the said John G. Stone and Amelia A. Stone, his wife, have hereunto set their hands & seals the day and year first before written.

Signed, Sealed and delivered

John G. Stone {Seal}

in presence of

Amelia A. Stone {Seal}

Ch. Hesletine G. W. Smith

State of Maryland, Washington County, Be it remembered, and it is hereby certified that on this 11th day of April in the year of our Lord one thousand eight hundred and forty four, before the subscribers, two Justices of the Peace, of the State of Maryland, in and for Washington County, aforesaid, personally appeared John G. Stone and Amelia A. Stone, his wife, they being known to us, to be the persons who are named and described as, and professing to be, the parties to the foregoing deed or indenture, and do severally acknowledge the said indenture or instrument of writing, to be their respective act and deed, the said Amelia A. Stone having signed and sealed said indenture before us out of the presence and hearing of her husband. And the said Amelia A. Stone, being by us examined, out of the presence and hearing of her said husband, whether she doth execute and acknowledge the same freely and voluntarily, and without being induced to do so by fear or threat of, or ill usage by her husband, or by fear of his displeasure; declareth and saith that she doth. In testimony whereof; we hereunto subscribe our names on the day and year aforesaid.

Ch. Hesletine - G. W. Smith

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 2, page 634, 1/9/1845.

At the request of John G. Lynn the following Bill of Sale was recorded Jan.9th, 1845.

Know all men by these presents that I, John H. Kidwell of Washington County in the State of Maryland for and in consideration of the sum of One hundred & fifty dollars current money to me in hand paid by John G. Stone of Washington County in the State aforesaid, at and before the sealing and delivery of these presents the receipt whereof I the said John H. Kidwell do hereby acknowledge, have granted, bargained, and sold & by these presents do grant, bargain and sell unto the said John G. Stone his executors, administrators and assigns all the goods, household stuff, implements and furniture particularly mentioned, expressed and therein contained, that is to say, two feather beds, two Chaff Ticks, five Quilts, two Blankets, four pair sheets, two Comforts, two Bedsteads, two sets pillows and bolsters, one Bureau, two Tables, one Stove & pipe, half dozen Chairs, on Clock, one lot girthing Carpet, one lot of rag Carpeting, one iron pot, two ovens, one skillet, one teakettle, four tin pans, one coffee mill, two Coffee pots, two sets of Tea service, two dining sets, two meat Tubs, one Crout Tub, four washing tubs, two sets knives & forks, three hundred & fifty pounds of Pork, one hundred pounds beef, one barrel flour, two looking glasses, one writing desk, one gray mare & colt, one safe, half dozen tumblers, one wash bowl & pitcher all and singular which said goods and chattels are now remaining standing and being in a certain messuage or tenement situate in Hancock and now in the occupation of the said John H. Kidwell, also all his the said John H. Kidwell, right, title, interest, claim and demand at law and in equity in and to a certain Mortgage executed to him the said John H. Kidwell by Hezekiah Kidwell bearing date the 17th day of November 1842 & recorded in Liber ZZ, folio 627 & 628, one of the land records of Washington County. To have and to hold all and singular the said goods, household stuff and furniture and other the premises above bargained & sold, or mentioned and intended so to be, the said John G. Stone, his executors, administrators and assigns forever, and I the said John H. Kidwell for myself, my heirs, executors & administrators all and singular, the said goods, household stuff and furniture & other the premises unto the said John G. Stone, his executors, administrators & assigns, against me the said John H. Kidwell, my executors and administrators, and against all and every person or persons whatsoever, shall and will warrant and forever defend by these presents; of all and singular which said goods, household stuff and furniture, and other the premises I the said John H. Kidwell have put the said John G. Stone in full possession by delivering to the said John G. Stone one Knife at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold or mentioned and intended to be so unto him the said John G. Stone aforesaid. In Testimony whereof the said John H. Kidwell has hereunto set his hand & seal this 9th day of January in the year of our Lord one thousand eight hundred and forty five.

Signed, sealed and delivered  
in presence of C. Sheppard

John H. Kidwell {Seal}

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified that on this 9th day of January in the year of our Lord eighteen hundred & forty five, before me the subscriber a Justices of the Peace, of the State of Maryland, in and for Washington County, aforesaid, personally appeared John H. Kidwell, he being known to me to be the person named and described as, & professing to be a party to the foregoing deed or indenture, and doth acknowledge the said indenture or instrument of writing to be his act and deed. Acknowledged before:

C. Sheppard, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 1, page 171, 6/5/1845.

At the request of Jeremiah Mason, Sr., the following Deed was recorded June 5th, 1845.

This Indenture, made this ninth day of May, in the year of our Lord one thousand eight hundred and forty five, between John G. Stone, and Amelia his wife, of Washington County and State of Maryland of the one part, and Jeremiah Mason, Sr., of Washington County and State of Maryland of the other part. Witnesseth that the said John G. Stone and Amelia his wife, for and in consideration of the sum of Six hundred dollars current money of the United States, to them the said John G. Stone and Amelia his wife in hand paid by the said Jeremiah Mason at or before the sealing or delivery of these presents, the receipt whereof the said John G. Stone and Amelia his wife do hereby acknowledge, and thereof do release, acquit and discharge the said Jeremiah Mason, Sr., his heirs, executors, and administrators by these presents; they the said John G. Stone and Amelia his wife, have granted, bargained and sold, and by these presents, do grant, bargain and sell unto the said Jeremiah Mason, his heirs and assigns forever, all that piece or parcel of land, lying and being in Washington County, State aforesaid, being part of a tract of land called "The Resurvey on Hazzard and Locust Thicket." Beginning at the end of fifty seven and a half (57½) perches reversed on the eighteenth line of the original tract and running thence South thirty five degrees (35) West seven and a half (7½) perches to a stone; thence North eighty one degrees (81) East forty two perches to a stake; thence leaving the original, North two degrees (2) West thirty five and a half (35½) perches to an Alley; thence South eighty eight degrees (88) West one perch (1); thence North two and a fourth degrees (2¼) West three and one tenth (3-1/10) perches to the North side of a well; thence North seventy degrees (70) West six and four tenths (6-4/10) perches to the beginning containing and now laid out for six acres and thirty nine perches (6a,39p) of land be the same, more or less, and all houses and commodities whatsoever to the said premises. To have and to hold unto the said Jeremiah Mason, Sr., his heirs and assigns, forever. To the only proper use and behoof of him the said Jeremiah Mason, Sr., and of his heirs and assigns, forever. And the said John G. Stone and Amelia his wife for themselves & their heirs do covenant, grant, promise and agree to and with the said Jeremiah Mason, Sr. his heirs and assigns, that they the said John G. Stone and Amelia, his wife, and their heirs; the said tract of land and premises hereby granted, bargained and sold and every part and parcel thereof, with the appurtenances as thereunto belonging to the said Jeremiah Mason, Sr., his heirs and assigns, against them the said John G. Stone and Amelia his wife, and their heirs, against all and every person or persons whatsoever shall and will warrant and forever defend. In Witness whereof the said John G. Stone and Amelia his wife, have hereunto subscribed their names and affixed their seals the day and year first above written.

Signed, Sealed and delivered

John G. Stone {Seal}

in presence of

Amelia A. Stone {Seal}

W. H. Beecher - John H. Gregg

State of Maryland, Washington County, to wit: On this ninth day of May 1845, before us the subscribers, two Justices of the Peace, of the State of Maryland, in and for Washington County, personally appeared John G. Stone and Amelia, his wife, whom the subscribers are satisfied, of their own knowledge, are the persons who are named and described as, and professing to be, the grantors in the above indenture or conveyance and acknowledge the same, to be their act and deed for the purposes therein mentioned. And the said Amelia A. Stone, wife of the said John G. Stone, did sign, seal and execute the said instrument of writing, in our presence, and out of the presence and hearing of her said husband. And the said Amelia A. Stone, being by us privately examined, apart from and out of the presence and hearing of her said husband, whether she doth make her acknowledgement of the same, willingly and freely, without being induced thereto by fear or threat of, or ill usage by her

husband, or by fear of his displeasure; acknowledges that she doth make her said acknowledgement thereof, willingly and freely, and without being induced thereto by fear or threats of, or ill usage by her said husband, or fear of his displeasure. Acknowledged before and certified by:

W. H. Beecher - Jno. H. Gregg.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 1, page 495, 1/3/1846.

At the request of Greenbury Magruder the following Bill of Sale was recorded January 3rd 1846.

Know all men by these presents, that I, John G. Stone of Washington County, in the State of Maryland, for and in consideration of the sum of Five hundred dollars, current money, to me in hand paid by Greenbury Magruder of Washington County, in the said State at and before the sealing and delivering of these presents, the receipt whereof I, the said John G. Stone, do hereby acknowledge, have granted, bargained and sold and by these presents do grant, bargain and sell, unto the said Greenbury Magruder, his executors, administrators and assigns, a certain negro man named Sandy Brown aged twenty nine years. To have and to hold, all and singular the said negro man, named Sandy Brown, and other the premises, above bargained and sold or mentioned and intended so to be, to the said Greenbury Magruder, his executors, administrators and assigns, forever; and I, the said John G. Stone, for myself, my heirs, executors and administrators, all and singular the said negro man, named Sandy Brown, and other the premises, unto the said Greenbury Magruder, his executors, administrators and assigns, against me the said John G. Stone, my executors, and administrators, and against all and every other person or persons whatsoever, shall and will warrant and forever defend by these presents, of all and singular which said negro man named Brown, and other the premises, I the said John G. Stone, have put the said Greenbury Magruder in full possession, be delivering to him the said Greenbury Magruder, the said negro man Sandy Brown, at the sealing and delivery of these presents, in the name of the whole premises hereby bargained and sold, or mentioned and intended to be so unto him the said Greenbury Magruder as aforesaid. In Witness whereof the said John G. Stone as aforesaid hath hereunto set his hand and seal, this second day of January eighteen hundred and forty six.

Signed, Sealed and delivered  
in the presence of Jno. H. Gregg

John G. Stone {Seal}

State of Maryland, Washington County, to wit: On this second day of January eighteen hundred and forty six, personally appeared before me the subscriber, one of the Justices of the Peace, in and for said County, John G. Stone, who is personally known to me to be the person named and described in the above indenture or instrument of writing, and acknowledges the same, to be his act and deed for the purposes therein contained.

Jno. H. Gregg, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 2, page 29, 8/10/1846.

At the request of John G. Stone the following Mortgage was recorded August 10th 1846.

This Indenture made this 28th day of July 1846 between William W. Beecher of Washington county, State of Maryland of the one part, and John G. Stone of the County and State aforesaid of the other part. Whereas the said William W. Beecher stands indebted unto the said John G. Stone in the sum of Fifty dollars. Now this Indenture Witnesseth that the said William W. Beecher in consideration of the said debt or sum of fifty dollars owing to the said John G. Stone as aforesaid, and for the better securing the payment thereof with interest to the said John G. Stone, his executors, administrators or assigns according to the conditions of the said debt and also in consideration of the further sum of five dollars, current money, to him the said William W. Beecher by the said John G. Stone, in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by the said William W. Beecher, hath granted, bargained and sold, released and confirmed, and by these presents doth grant, bargain and sell, release and confirm, unto the said John G. Stone, his heirs and assigns, the following property, viz: 1 Bed and bedding, 1 Clock, 1 Bureau, 1 Book case, 2 cherry venetian window blinds, 20 yds. girth carpeting, 20 yds. rag Carpeting, one lot of Books consisting of 2 large Bibles, Henrys Commentaries on the Holy Scriptures, with a variety of other Books of less value to the said John G. Stone, his heirs and assigns, forever, to his and their own uses and behoof. Provided always and it is the true intent and meaning of these presents, and of the said parties hereunto that if the said William W. Beecher, his heirs, executors or administrators, do and shall well and truly pay or cause to be paid unto the said John G. Stone, his executors, administrators or assigns, the said sum of fifty dollars current money with legal interest for the same on or before the first day of April 1848, without any deductions or abatement whatsoever, then and from thenceforth these presents and every matter and thing therein contained shall cease and be utterly null and void; anything therein to the contrary thereof in any wise notwithstanding. In Witness whereof I have hereunto set my hand and seal the day and date first above written.

Witness present: Jno. H. Fechtig

W. W. Beecher {Seal}

State of Maryland, Washington County, to wit: On this 28th day of July 1846, personally appeared before me the subscriber, one of the Justices of the Peace, in and for said county, William W. Beecher, who is personally known to me to be the person named and described in the foregoing instrument of writing and acknowledged the same, to be his act and deed for the purposes therein contained.

Jefs. Plain {Seal}.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 2, page 58, 8/1/1846.

At the request of John G. Stone the following Deed was recorded August 1st 1846.

This Indenture, made this thirteenth day of August in the year of our Lord one thousand eight hundred and forty six, between Thomas Martin esquire Sheriff, of Washington County and State of Maryland of the one part, and John G. Stone of the County and State aforesaid, of the other part. Witnesseth; whereas on the twenty second day of April in the year of our Lord one thousand eight hundred and forty six, a certain writ of the State of Maryland, of *fieri facias* did issue forth out of Washington County Court to the said Sheriff of Washington County, reciting: whereas at a County Court begun and held at Hagerstown in said County, on the third Monday of November, in the year of our Lord one thousand eight hundred and thirty eight a certain Frederick Cronise by judgment of the same Court, recovered against a certain Samuel Deitrick, late of Washington County, yeoman, as well the sum of five hundred and thirty dollars, current money, a certain debt, and also the sum of one thousand dollars for his damages, which he had sustained by reason of the detention of said debt, as for his costs and charges by him about his suit in that behalf laid out and expended, whereof the said Samuel Deitrick is convict, as it appears of accord, the said Sheriff was therefore commanded, that of the goods and chattels, lands and tenements of the said Samuel Deitrick being in his bailiwick he should cause to be made and levied the debt, damages, costs & charges aforesaid, and that he should have those sums of money before the said Court on the third Monday of November next, to render unto the said Frederick Cronise, the debt, damages, costs and charges aforesaid, and that the said Sheriff should also have then and there that writ. And whereas also the said writ came into the hands of the said Sheriff, and in pursuance of the command therein contained, the said Sheriff laid the same upon all the estate, right, title, interest, property, claim and demand at law and in equity of the said Samuel Deitrick in and to two lots or portions of ground in the town of Sharpsburg known on the plan of said town as Lot No.139 & 140 containing for both lots one acre of ground, more or less, and occupied and cultivated by said Deitrick being the same that was deeded to said Deitrick by Sam Ruchte trustee of George Cronise by deed dated 22nd November 1834 and recorded in Liber PP, folio 516, &c., also all the estate, right, title, interest, property, claim, and demand of the said Samuel Deitrick, whether at law or in equity, in right of his wife or otherwise of, in and unto all the lands and tenements in said County whereof Adam Myers, late of said County died, seized, part of said land being held & owned by a certain Jacob H. Grove, containing one hundred eighty eight acres & twenty eight perches of land, more or less, and the residue by said Deitrick, containing one hundred and twenty acres, more or less; Groves land lying on the South, and Deitrick's land on the North side of the public road leading from the town of Sharpsburg in said county to Blackford's (formerly Swearinger's ) ferry, and each being a part of a tract of land called "The Resurvey on the Addition to Piles Delight Enlarged," and devised to Elizabeth Retz, Amelia Retz and Mary Myers in different quantities and estates by the last will and testament of Adam Myers, dated 16th December 1824, proven 2nd October 1829 and recorded in Liber C, folio 473, 474 & 475, one of the books for the record of Wills in the Orphans Court of said County, as by reference to said will record as aforesaid will more fully and at large appear, and whereas also after due notice being given of the same, the said Sheriff did on the eighteenth day of June in the year of our Lord one thousand eight hundred and forty six expose the said lots and lands so as aforesaid taken in execution on the said Writ to public sale to the highest bidder and the herein before named John G. Stone became the highest bidder and purchased the said two lots for the sum of seventy dollars and for the said interest, &c. of the said land for the sum of forty five dollars, current money, and hath since paid the said purchase money to the said Sheriff, and is now desirous of obtaining a title to the said lots or portions of ground and of the said land in consequence thereof. Now this Indenture, Witnesseth, that for and in consideration of the premises and of the sum of five dollars, current money, to the said Thomas Martin, Sheriff as

aforesaid in hand paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said Thomas Martin, Sheriff as aforesaid hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto him the said John G. Stone, his heirs and assigns, the said two lots and portions of ground and the said right, title, interest, &c. in and to the said part of a tract of land called "The Resurvey on the Addition to Piles Delight Enlarged," with the appurtenances thereto belonging. To have and to hold the same two lots or portions of ground and the same part of a tract of land with the appurtenances unto the said John G. Stone, his heirs and assigns, forever, to the only proper use and behoof of him the said John G. Stone, his heirs and assigns, forever. In Witness the said Thomas Martin, Sheriff as aforesaid hath hereunto set his hand and affixed his seal the day and year first herein before written.

Signed, sealed and delivered  
in presence of .  
S. Herbert, Jno. D. Ridenour

Thomas Martin, Sheriff {Seal}

State of Maryland, Washington County, to wit: Be it remembered and it is hereby certified that on the thirteenth day of August, in the year one thousand eight hundred and forty six, before the subscribers, two of the Justices of the Peace of the said State, in and for the said County, personally appeared Thomas Martin, Sheriff as aforesaid whom the subscribers are satisfied of their own knowledge is the person described as and professing to be the party grantor to the foregoing deed or instrument of writing and acknowledged the same to be his act and deed, for the purposes therein mentioned.

Acknowledged before and certified by:

S. Herbert, Jno. D. Ridenour

At the request of John G. Stone, the following Deed was recorded March 15th 1847.

This Indenture, made this thirteenth day of March in the year of our Lord one thousand eight hundred and forty seven, between Lewis G. Stanhope of Washington County, and State of Maryland, of the one part, and John G. Stone of the County and State aforesaid. Witnesseth; that the said Lewis G. Stanhope for and in consideration of the sum of five hundred dollars, current money of the United States to him the said Lewis G. Stanhope in hand paid by the said John G. Stone at or before the ensembling or delivery of these presents, the receipt whereof the said Lewis G. Stanhope doth hereby acknowledge, and thereof doth release, acquit and discharge the said John G. Stone his heirs, executors and administrators by these presents, he the said Lewis G. Stanhope has granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said John G. Stone his heirs and assigns all his right, title, claim, interest, estate and demand whether at law or in equity in and to the following tracts or parcels of land lying and being in Washington County in the State of Maryland, to wit; part of a tract of land called "This Thorn" part of the "Resurvey on part of This Thorn" part of the "Resurvey on Chance," part of "Kindness Enlarged," and all that tract of land called "Chance Lost." Beginning to include the whole and to reduce it to one entire tract, at a black oak tree, marked with nine notches standing at the end of the fourth line of "Chance Lost;" it being also the beginning of a tract of land called "Kindness Enlarged;" and running thence with the lines of "Chance Lost," North fifty six degrees West one hundred and forty five perches; South thirty eight degrees West seventy nine perches; then leaving said lines North forty eight degrees West forty seven and a half perches to a stake on the given line of the resurvey on Chance, then with that line reversed North twenty five degrees West fifty four and three quarters perches to a stake; then leaving said line West fifty five perches to the second line of the "Resurvey on Chance," then with that line reversed South thirty degrees East one hundred and twenty seven perches to the end of the first line of said land; still with said line reversed North eighty degrees East five perches to the end of the first line of "This Thorn" then with the lines of said land South twenty seven degrees East twenty six perches; South thirty six degrees East one hundred and thirty seven perches; South twenty two degrees East one hundred perches; South thirty three degrees East forty six perches; then leaving said lines North forty three degrees East two hundred and sixty three and a half perches to a stake standing on a line drawn South fifty six degrees East from a Beginning tree then with said line to the place of beginning. It being the land conveyed to Daniel Miller by John V. Swearinger, Sheriff by deed bearing date the 3rd February 1827 & recorded in Liber JJ, folio , 224, 225, 226 & 227, one of the land records of Washington County, and subsequently conveyed by Benj. Prather & wife to Louisa Miller late wife of the said Lewis G. Stanhope, by deed dated 17 October 1844, and recorded in Liber OHW No. 2, folio 578 &c. one of the land records of said County, and all houses, buildings, orchards, ways, waters, water courses, profits, commodities, hereditaments and appurtenances, whatsoever to the said premises hereby granted or in any wise part thereof belonging or in any wise appertaining. To have and to hold the said lands and premises hereby conveyed, and all and singular other the premises hereby granted, and every part and parcel thereof, with their and every of their appurtenances unto the said John G. Stone his heirs and assigns forever. To the only proper use and behoof of him the said John G. Stone and of his heirs and assigns forever. And the said Lewis G. Stanhope for himself, his heirs doth covenant, grant, promise and agree to and with the said John G. Stone his heirs and assigns, that he the said Lewis G. Stanhope and his heirs, the said tract of land and premises hereby granted, bargained and sold and every part and parcel thereof, with the appurtenances thereunto belonging to the said John G. Stone his heirs and assigns against him the said Lewis G. Stanhope and his heirs against all and every person or persons whatsoever shall and will warrant and forever

defend. In Witness whereof the said Lewis G. Stanhope hath hereunto subscribed his name and affixed his seal the day and year first above written.

Signed, sealed & delivered

Lewis G. Stanhope {Seal}

in the presence of

Jno. D. Ridenour, Wm. H. Handey

State of Maryland, Washington County, to wit: Be it remembered and it is hereby certified that on this thirteenth day of March in the year of our Lord one thousand eight hundred and forty seven, before the subscribers, two of the Justices of the Peace of the said State, in and for said County, personally appeared Lewis G. Stanhope who is known to us as being the person described as and professing to be the party grantor to the above deed or instrument of writing and acknowledged the same to be his act and deed, for the purposes therein mentioned.

Acknowledged before and certified by:

Jno. D. Ridenour, Wm. H. Handey

Washington County Courthouse, Hagerstown, MD, Deed Book IN 3, page 123, 1/20/1848.

At the request of Benjamin F. Cronise, the following Deed was recorded January 20th 1848.

This Indenture, made this sixteenth day of July in the year of our Lord one thousand eight hundred and forty seven, between John G. Stone and Amelia A. Stone, his wife, of Washington County and State of Maryland of the one part, and Benjamin F. Cronise of the County and State aforesaid of the other part. Witnesseth; that for and in consideration of the sum of eighty five dollars, current money, by the said Benjamin F. Cronise to the said John G. Stone and Amelia A., his wife, in hand paid, at and before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and themselves to be therewith fully satisfied, contented and paid, the said John G. Stone and Amelia A., his wife, have bargained and sold, and by these presents do give, grant, bargain and sell, align, enfeoff, release, convey and confirm unto the said Benjamin F. Cronise all their right, title and interest, in and to the following described lots or portions of ground, which they hold by deed from Thomas Martin, Sheriff of Washington County, said conveyance bearing date the thirteenth day of August in the year eighteen hundred and forty six and recorded in Liber IN, No. 2, folio 58 & 59, one of the land records book of said County, viz: the two lots or portions of ground in the town of Sharpsburg known on the plan of said town as Lots No. 139 & 140, containing for both lots one acre of ground, more or less, being the same that lots that were deeded to Samuel Deitrick by Samuel Ruckle trustee of George Cronise by deed dated 22nd November 1834 and recorded in Liber PP, folio 515, &c., one of the land record books of said County, together with all and singular the buildings, improvements, ways, waters, water courses, rights, privileges, advantages and appurtenances thereto belonging, or in any wise appertaining; and all the estate, rights, title, interest, property, claim and demand whatsoever, at law and in equity, of said John G. Stone and Amelia A. Stone, his wife, of, in and to the said above described lots or portions of ground. To have and to hold the said lots or portions of ground and premises, with the appurtenances thereunto, unto the said Benjamin F. Cronise his heirs and assigns, to the only and proper use and behoof of the said Benjamin F. Cronise, his heirs and assigns, forever. And the said John G. Stone and Amelia A., his wife, for themselves and their heirs do hereby covenant, promise, and agree to and with the said Benjamin F. Cronise his heirs and assigns, that they the said John G. Stone and Amelia A., his wife, their heirs and all persons claiming under them, shall and will from time to time, and at all times hereafter at the reasonable request, cost and charges of the said Benjamin F. Cronise his or any of their heirs or assigns, make and lawfully execute, acknowledge and deliver all and every such further and other deed, conveyance and assurance in the law whatsoever, for the better and more fully conveying and assurance to the said Benjamin F. Cronise, his heirs and assigns, all the right, title, estate and interest at law and in equity, which the said John G. Stone and Amelia A., his wife, now have or can lawfully claim, in and to the said lots or portions of ground, with the appurtenances herein before described and mentioned, to be bargained and sold, according to the true intent and meaning of the parties to these presents, as by the said Benjamin F. Cronise, or by any of his heirs or assigns, or by their Counsel learned in the law, shall be reasonably devise or advise and required. In Witness whereof the said John G. Stone and Amelia A. Stone, his wife, have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and delivered

John G. Stone {Seal}

in the presence of

Amelia A. Stone {Seal}

W. W. Beecher, Daniel Flory

Received on the day of the date of the foregoing Indenture or instrument of writing the sum of eighty five dollars, being the consideration money therein mentioned to be paid by the said Benjamin F. Cronise.

State of Maryland, Washington County, to wit: Be it remembered and it is hereby certified that on this sixteenth day of July, in the year of our Lord one thousand eight hundred and forty seven, before the subscribers, two Justices of the Peace of the State aforesaid, in and for the said County, personally appeared John G. Stone and Amelia A. Stone, whom the subscribers are satisfied of their own knowledge are the persons described as and professing to be the party grantors in the foregoing deed or instrument of writing and acknowledged the same to be their act and deed for the purposes therein mentioned. And the said Amelia A. Stone, wife of the said John G. Stone did sign, seal and execute the same in our presence and out of the presence and hearing of her said husband. And the said Amelia A. Stone, wife of the said John G. Stone, being by us privately examined apart from and out of the hearing and presence of her said husband; whether she doth make this her said acknowledgement willingly and freely, without being induced thereto by fear or threats of or ill usage by her said husband or fear of his displeasure, acknowledges that she doth.

Acknowledged before and certified by:

W. W. Beecher, Daniel Flory

Washington County Courthouse, Hagerstown, MD, Deed Book IN 4, page 408, 7/24/1849.

At the request of Thomas W. McAtec, the following Release of Mortgage was recorded July 24th 1849, being duly stamped.

This Indenture, made this thirtieth day of June in the year of our Lord eighteen hundred and forty nine, by and between John G. Stone, of Washington County, in the State of Maryland, of the one part, and Thomas W. McAtec of the County and State aforesaid, of the other part. Witnesseth; that whereas, the said Thomas W. McAtec, by indenture of Mortgage bearing date the 25th day of March, 1844, duly executed, acknowledged and recorded among the Land Records of said County, in Liber OHW No. 2, folio 112, 113 & 114, did, for and in consideration of the sum of Eleven hundred dollars, secured by five several notes of hand, grant, bargain, sell, align, enfeoff and confirm unto the said John G. Stone, his heirs and assigns, all that portion or parcel of land, lying in the county aforesaid, being part of a tract of land, called "The Resurvey on Hazard and Locust Thicket," and beginning for the same at a stake set up at the end of thirteen perches on a line drawn S 10½ E from the Southeast corner of lot No. 43, in the town of Clear Spring, in said County, and running thence S 79½ W 188 feet; and thence S 10½ E 66 feet; thence N 10½ E 188 feet, and then by a straight line to the place of beginning, containing 45½ perches of land. Also, that certain piece or parcel of land, being part of the aforesaid tract, beginning at a stake standing at the Southeast corner of James D. Tabler's lot, on Mulberry Street, in said town, and running thence with said street N 81° E 16 perches; N 9° W 4 perches; N 81° E 2 perches; N 9° W 8 perches to an Alley, S 81° W 8 perches, S 9° E 7 perches; S 81° W 10 perches; and thence S 9° E 5 perches, to the place of beginning, containing 138 perches of land, more or less, being the same parcel of land conveyed by Michael Bovey, and wife, to said Thomas W. McAtec by deed dated September 20th 1842, and recorded in Liber ZZ, folio 528, 529 & 530, one of the land records of said County, as by reference to the said deed of mortgage will more fully and at large appear. And whereas the said Thomas W. McAtec hath fully paid and satisfied to him the said John G. Stone, the above mentioned sum of Eleven hundred dollars, and interest thereon, he, the said John G. Stone doth agree to execute this instrument of writing as a full release of the above described property. Now this Indenture, Witnesseth, that the said John G. Stone, for and in consideration of the payment of the above mentioned sum of money, and the interest thereon, and for and in consideration of the sum of One dollar, to him in hand paid by the said Thomas W. McAtec at and before the sealing of these presents and the delivery thereof, the receipt of which is hereby acknowledged, hath given, granted, bargained, and sold, released, enfeoffed, conveyed and by these presents doth give, grant, bargain, and sell, release, enfeoff, convey and confirm unto him the said Thomas W. McAtec his heirs and assigns forever, the above mentioned and described two pieces or parcels of land and premises. To have and to hold the aforesaid described premises with the appurtenances thereunto belonging, and the said Thomas W. McAtec, his heirs and assigns, to the only proper use of the said Thomas W. McAtec, his heirs and assigns, forever. In Testimony whereof the said John G. Stone hath hereunto set his hand and seal, on the day and year first above written.

Signed, Sealed and delivered  
in presence of  
Owen McClain, John Hower

John G. Stone {Seal}

Maryland, Washington County, to wit: Be it remembered that on this 30th day of June, in the year of our Lord, eighteen hundred and forty nine, before the subscribers, two Justices of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared John G. Stone, he being known to be the person who is named and described as and professing to be the grantor in the foregoing deed or indenture, and doth acknowledge the said indenture or instrument of writing, to be

his act and deed for the purposes therein set forth. In Testimony whereof we hereunto subscribe our names on the day and year last aforesaid.

Owen McClain, John Hower

This Indenture made this 21st day of July in the year eighteen hundred and forty nine between Barnard McGee of the first part, John Moore of the second part and John D. W. Moore of the third part, all of Georgetown in the District of Columbia. Whereas the said party hereto of the first part is indebted unto the said party hereto of the second part in the sum of forty four dollars, for which he has passed his four notes bearing date herewith in equal sums, payable monthly, and which it is the design of these presents to secure this Indenture therefore witnesseth that in consideration of the sum of one dollar current money of the United States in hand paid to the said party hereto of the first part by the said party hereto of the third part before the execution of these presents (the receipt whereof is hereby acknowledged) he the said party hereto of the first part hath bargained, sold, assigned and set over and by these presents doth bargain, sell, assign, transfer and set over unto the said party hereto of the third part his executors, administrators and assigns all that Canal Boat called "Tip and Tyler" belonging to Georgetown aforesaid and now in said Town on the Chesapeake and Ohio Canal and intended to ply thereon and now in the possession of the said party hereto of the first part, together with all the tackle and furniture belonging to the same. To have, take and receive the said Boat and appurtenances unto and by the said party hereto of the third part, his executors, administrators and assigns upon the following trusts, to wit: upon trust to secure the said debt and notes above mentioned unto the said party hereto of the second part, with interest for the same. And if the same shall be paid at maturity that then these presents shall be null and void. But if there shall be any default in the payment of the said notes as same shall become due upon further trust, upon any one default, that it shall be lawful for the said party hereto of the third part, his executor, administrator and assigns to take possession of the said Boat and appurtenances and to sell the same at public auction upon such notice and at such time and place and upon such terms as to him or them shall seem best, and to deliver the same to the purchaser thereof on any such sale. And upon further trust to apply the moneys arising therefrom in the first place in paying all expenses attending said sale and the usual trustees commission, next in paying the said debt and the said notes or such of them as shall be then unpaid with all interest and costs, and the remains if any to the said party hereto of the first part, his executors, administrators and assigns. And the said party hereto of the first part doth hereby covenant with the said party hereto of the third part that he will warrant and defend the said Boat and appurtenances unto him, and will do any further act he may require for the better assigning the same. And it is hereby declared that it shall be lawful for the said party hereto of the first part to retain possession of said Boat and appurtenances until default in payments of said notes or any of them according to the terms thereof. In witness whereof the said party hereto of the first part hath hereunto set his hand and seal the day and year above written.

This document was not signed by anyone and its place of record has not been found. A note on the bottom of the cover sheet indicates that the Indenture was to be acknowledged before one Justice & recorded within 20 days.

This document was found in the Lilly Lievsay Collection.

Montgomery County Courthouse, Rockville, MD, Liber JGH 2, folio 145, recorded 3/10/1853.

At the request of Samuel G. Davidson, Trustee, the following deed of trust was recorded the 10th day of March 1853.

This Indenture made the second day of December in the year one thousand eight hundred and fifty two, between John Moore and Mary Catherine his wife and John D. W. Moore all of Georgetown in the District of Columbia of the first parts' Robert G. Davidson of Montgomery County in the State of Maryland of the second part, and Samuel G. Davidson of the city of Washington in the District aforesaid of the third part. Whereas the said John Moore and John D. W. Moore are jointly and severally indebted unto the said Robert G. Davidson by their three joint and several bills or promissory notes bearing date of the first day of December 1852 each for the sum of five hundred and thirty nine dollars and eighty four cents and payable respectively at one, two and three years with interest from the date thereof which is their desire to secure by these presents. This Indenture therefore Witnesseth that in pursuance of such desire and in consideration of the sum of one dollar current money of the United States in hand paid to the said parties hereto of the first part by the said party hereto of the third part before the execution of these presents (the receipt whereof is hereby acknowledged), they the said parties hereto of the first part have granted, bargained and aliened, released and confirmed and by these presents do grant, bargain, sell alien, release and confirm unto the said party hereto of the third part and his heirs all that tract, piece or parcel of ground situate and being in the county of Montgomery in the State of Maryland, part of "Dowell's Park" beginning for the said parcel intended to be hereby conveyed at a stake where a gate now is in the 3rd line of Robert G. Davidson tract in said County and running from thence with said 3rd line 44 perches to the end of said line and with the 4th line of 150 $\frac{1}{3}$  perches to the end thereof being reduced to one line N 69 $\frac{1}{3}$  $^{\circ}$  E 194 $\frac{1}{3}$  perches according to the following table of courses, distances, calls &c. to wit: first N 69 $\frac{1}{3}$  $^{\circ}$  E 194 $\frac{1}{3}$  perches to a stone sitting between two white oaks on the South edge of the River Road; second N 31 $^{\circ}$  W 12 perches up and binding on said Road for this and the eight following courses; third N 58 $\frac{1}{4}$  $^{\circ}$  W 32 perches; fourth N 48 $\frac{1}{4}$  $^{\circ}$  W 21 perches; fifth N 45 $^{\circ}$  W 32 perches; sixth N 55 $\frac{1}{3}$  $^{\circ}$  W 20 perches; seventh N 65 $\frac{3}{4}$  $^{\circ}$  W 24 perches; eighth N 52 $\frac{1}{4}$  $^{\circ}$  W 12 perches to a stone planted on the north edge of said Road and 60 links from the edge of Cabin John Creek; ninth N 57 $^{\circ}$  W 20 perches; tenth N 42 $\frac{3}{4}$  $^{\circ}$  W 6 $\frac{3}{4}$  perches all with the outlines of said R. G. Davidson tract to the end of the 13th line thereof; then leaving the outline and said roads eleventh N 84 $\frac{1}{4}$  $^{\circ}$  W 32-92/100 perches to a stake and pile of stones on a hill a short distance from an old cherry tree; twelfth S  $\frac{1}{2}$  $^{\circ}$  E 70 perches to a stake and pile of stones upon the edge of a cart road; thirteenth S 5 $\frac{1}{2}$  $^{\circ}$  E 26 perches to a stake on a hill; fourteenth S 6 $\frac{1}{4}$  $^{\circ}$  W 82 perches to a stake at the gate the place of the beginning, containing and laid out for one hundred and seven acres, three quarters and thirty five perches (107..3..35) of land, be the same more or less; together with all the members, rights and appurtenances whatsoever to the same belonging and all the estate right title and interest legal and equitable of the said parties hereto of the first part therein and thereto. To have and to hold the said tract and hereditaments above described and every part thereof with the appurtenances unto and to the said party thereto of the third part his heirs and assigns upon the following trusts, to wit: In trust to secure the three joint and several bills of the said John Moore and John D. W. Moore above mentioned with interest for the same. And if the same or either of them shall not be paid at the respective times at which the same shall become due and payable it shall be lawful for the said party hereto of the third part, his heirs or assigns, and it shall be his or their duty upon the request in writing of the said party hereto of the second part his executors, administrators or assigns absolutely to make sale of the said tract or parcel of land above mentioned for any one default; which sale shall be at public auction after a months' notice in some newspaper printed and published in Montgomery County in said State or in the District of Columbia specifying the terms, time and place of sale and which terms shall be such as the said trustee shall

think right and most for the advantage of all parties concerned and upon any such sale it shall be lawful for the said party hereto of the third part or his heirs or assigns to convey all the estate and interest of the said parties hereto of the first part unto the purchaser of the said premises who shall not be obliged having paid purchase money to the said party hereto of the third part to see to the application thereof. And upon further trust that the said party hereto of the third part do and shall apply and dispose of said moneys to arise from such sale as follows: first in payment of the expenses attending the same and the execution of the trust hereby created with the usual commission to the trustee in such cases; next in paying the said bills above mentioned with all the interest costs and expenses due and owing thereon and whether all the said bills shall be then due and payable or not so that one of them be then past due and unpaid. And the residue thereof to pay to the said parties hereto of the first part the said John Moore and John D. W. Moore their executors, administrators or assigns. And the said John Moore and John D. W. Moore do hereby for themselves their heirs, executors and administrators covenant and agree to and with the said party hereto of the third part his heirs and assigns that they the said John Moore and John D. W. Moore and their heirs and all other persons shall at all times hereafter do any further act to convey the said premises unto the said party hereto of the third part, his heirs and assigns, which he or they shall or may require. In witness whereof the said parties hereto of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of  
Robert White  
Henry Reaver

John Moore {Seal}  
her  
Mary C. X Moore {Seal}  
mark  
J. D. W. Moore {Seal}

District of Columbia, Washington County, to wit: We, Robert White and H. Reaver, Justices of the Peace in and for the County above named, do hereby certify that John Moore and Mary Catherine his wife and John D. W. Moore, parties to the foregoing deed of Indenture bearing date this second day of December instant and hereunto annexed, personally appeared before us in our said County on the day of the date hereof, they being personally well known to us as the persons who executed the said deed and the said John Moore and John D. W. Moore did then and there in our presence execute and acknowledge the same as and for their act and deed. And the said Mary Catherine Moore the wife of the said John Moore being by us examined privately and apart from her said husband and having the deed aforesaid fully explained to her, she the said Mary Catherine Moore did then in our presence execute and acknowledge the same as and for her act and deed; that she had willingly signed, sealed and delivered the same and that she did not wish to retract it. Given under our hands and seals this second day of December in the year one thousand eight hundred and fifty two.

Robert White {Seal}  
Henry Reaver {Seal}

Washington County Courthouse, Hagerstown, MD, Liber IN 7, folio 550, recorded 4/7/1853.

At the request of John G. Stone the following Mortgage was recorded April 7th 1853.

This Indenture made the fifth day of April in the year one thousand eight hundred and fifty three between John G. Stone of Washington County and State of Maryland of the one part and Henry Wolf of Berkeley County and State of Virginia of the other part. Whereas the said Henry [Wolf] is indebted to the said John G. Stone in the sum of twelve hundred dollars for the Canal boat hereinafter mentioned, sold and delivered to said Henry [Wolf], which sum is to be paid as follows: two hundred dollars for which he has given a note with security payable on or about the first day of August next, and the residue in monthly installments of fifty dollars each, commencing on the first day of May 1853, to secure the payment of which said sum of money and any interest that may accrue thereon, the said Henry Wolf is willing to execute these presents. Now this indenture witnesseth that the said Henry Wolf for and in consideration of the premises, and of the sum of five dollars to him in hand paid by the said John G. Stone, at and before the sealing and delivery of these presents, the receipt whereof is by him hereby fully acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said John G. Stone, his executors, administrators and assigns, all that certain Canal boat now in the use and possession of said Henry Wolf on the Chesapeake and Ohio Canal, and at present in Washington County and State of Maryland, which Boat is called and known by the name of the "Eliza Wolf;" together with all the appurtenances thereto. To have and to hold the said Canal boat, named "Eliza Wolf," and the appurtenances to him the said John G. Stone, his executors, administrators and assigns, to his and their own proper use and behoof. Provided always and these presents and upon this condition that if the said Henry Wolf, his executors or administrators shall and do well & truly pay or cause to be paid unto the said John G. Stone, his executors, administrators and assigns, the said full sum of twelve hundred dollars, current money, in installments as herein before recited, namely the sum of two hundred dollars on or before the first day of August next, and the sum of fifty dollars every month successively commencing for the first of said payments on the first day of May one thousand eight hundred and fifty three with interest on the same from the first day of April 1853 until the whole be paid, then and in such case these presents and every matter and thing therein contained shall cease, determine and be utterly void to all interests and purposes and thing herein contained to the contrary thereof, in any wise notwithstanding. And it is covenanted and agreed by and between the parties hereto, that until default be made in the payment of any of the said installments, the said Henry Wolf shall have, use and possess the said Canal boat "Eliza Wolf," to his own use and benefit, he, his executors and administrators paying all toll charges and expenses thereon, and keeping the said boat in good repair. In testimony whereof the said Henry Wolf has hereunto set his hand and affixed his seal the day and year first hereinbefore written.

Signed, sealed & delivered  
in presence of me.

Henry Wolf {Seal}

The word "next" in 13th line 1st paragraph first interlined. John G. Stone, Sr. Owen McClain

State of Maryland, Washington County, Yc: Be it remembered that on this fifth day of April in the year one thousand eight hundred and fifty three, personally appeared before me the subscriber, one of the Justices of the Peace of the State of Maryland in and for Washington County aforesaid, Henry Wolf, of Berkeley County and State of Virginia, party grantor in the foregoing mortgage or bill of sale, & who I am satisfied of my own knowledge is the same person who is named and described as and professing to be the party grantor therein, and acknowledged the said deed or instrument of writing to be his act & deed for the purposes therein contained. And at the same time appeared

before me, a Justice of the Peace as aforesaid, John G. Stone of Washington County and State of Maryland, the mortgagee or grantee in said mortgage or bill of sale and made oath on the Holy Evangelical of Almighty God that the consideration set forth in said deed of mortgage or bill of sale is true and bona fide as therein set forth. Acknowledged and sworn before me.

Owen McClain, J.P.

Montgomery County Courthouse, Rockville, MD, Liber JGH 2, folio 243, recorded 5/19/1853.

At the request of John Moore and John D. W. Moore the following Deed was recorded the 19th day of May 1853, to wit:

This Indenture made the first day of December in the year one thousand eight hundred and fifty two, between Robert G. Davidson of Montgomery County in the State of Maryland of the first part and John Moore and John D. W. Moore of Georgetown in the District of Columbia of the second part. Witnesseth, that in consideration of the sum of two thousand one hundred and fifty nine dollars and thirty seven and one half cents, current money of the United States in hand paid to the said party hereto of the first part by the said parties hereto of the second part at or before the execution of these presents (the receipt whereof is hereby acknowledged) he the said party hereto of the first part hath granted, bargained, sold, aliened, released and confirmed and by these presents, doth grant, bargain, sell, alien, release and confirm unto the said parties hereto of the second part their heirs and assigns all that tract, piece or parcel of land situate and being in Montgomery County and State of Maryland, part of "Dowell's Park" beginning for the said parcel intended to be hereby conveyed, at a stake where a gate now is in the 3rd line of Robert G. Davidson tract in said County and running from thence with said 3rd line 44 perches to the end of said line and with the 4th line thereof 150½ perches to the end thereof being reduced to one line N 69½° E 194½ perches according to the following table of courses, distances, calls, &c. to wit: first N 69½° E 194½ perches, to a stone between two white oaks on the South edge of the river road; second N 31° W 12 perches, up and binding on in said road for this and the eight following courses; third N 58¼° W 32 perches; fourth N 48¼° W 28 perches; fifth N 45° W 32 perches; sixth N 55½° W 20 perches; seventh N 65¾° W 24 perches; eighth N 52¼° W 12 perches, to a stone planted on the North edge of said road and 60 links from the edge of Cabin John Creek; ninth 57° W 20 perches; tenth N 42¾° W 6¾ perches, all with the outlines of said Davidson tract to the end of the 13th line thereof, then leaving the outlines and said road; eleventh [N] 84¼° W 32-92/100 perches, to a stake and pile of stones on a hill a short distance from an old cherry tree; twelfth S ½° E 70 perches, to a stake and pile of stones upon the edge of a cart road; thirteenth S 5½° E 26 perches to a stone on a hill; fourteenth S 6¼° W 82 perches, to a stake at the aforesaid gate [to] the place of beginning, containing and laid out for one hundred and seven acres, three quarters, and thirty five perches (107..3..35) of land be the same more or less, together with all and singular the buildings thereon and the right, members and appurtenances to the same belonging and all the estate, right title and interest therein and thereto, legal and equitable of the said party hereto of the first part. To have and to hold the said tract, piece or parcel of land and hereditaments hereinbefore mentioned and described and every part thereof with the appurtenances, except nevertheless and reserving therefrom, land for the said party hereto of the first part his heirs and assigns a right of way for horses, carts and carriages to and from the lot designated number one upon the survey and division thereof recently made by William A. Farquhar now laid out across said parcel hereby convey to the river road, to be used by him and them at all times hereafter unto the said parties hereto of the second part, their heirs and assigns to and for their use and behoof forever. And the said party hereto of the first part doth hereby covenant and declare for himself and his heirs, executors and administrators to and with the said party hereto of the first part hath not at any time heretofore done or committed any act or deed whatsoever to encumber or affect the said premises or any part thereof in any manner whatsoever and that he and they shall and will at any time hereafter make and do and execute any further deed or act the better to convey the said premises unto the said parties hereto of the second part their heirs and assigns which they shall or may require, and that he and they shall and will at all times hereafter forever, by these presents warrant and defend the same unto the said parties hereto of the second part and their heirs and assigns against all persons whomsoever. In witness

whereof the said party hereto of the first part hath hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered  
in presence of  
Henry Reaver  
W. Wise

Robert G. Davidson {Seal}

District of Columbia, Washington County, to wit: Be it remembered and it is hereby certified, this eighth day of December in the year eighteen hundred and fifty two, before the subscriber a Commissioner of the State of Maryland in and for the District and County aforesaid to take acknowledgements and other proofs to other instruments of writing which are to be used or recorded in said State, personally appeared Robert G. Davidson, he being known to me to be the person who is named and described and professing to be the party to the foregoing annexed deed or indenture or instrument of writing and he does acknowledge the said indenture or instrument of writing to be his act and deed. In testimony whereof I have hereunto subscribed my name and affixed my official seal as Commissioner of the State of Maryland for the District of Columbia.

Henry Reaver, Commissioner

Montgomery County Courthouse, Rockville, MD, Liber JGH 3, folio 87, recorded 2/18/1854.

At the request of John Moore, John D. W. Moore and Gustavus White the following Agreement was recorded the 18th day of February 1854, to wit:

This Indenture made the twentieth day of August in the year one thousand eight hundred and fifty three between Gustavus White of Montgomery County in the State of Maryland of the first part and John Moore and J. D. W. Moore of Georgetown in the District of Columbia of the second part. Witnesseth, that in consideration of one dollar in current money of the United States to the said party hereto of the first part in hand paid by the said parties hereto of the second part, at or before the execution of these presents the receipt whereof is hereby acknowledged, he the said party hereto of the first part, hath given, granted, bargained and sold and by these presents doth give, grant, bargain and sell unto the said parties hereto of the second part their heirs and assigns a certain right of way for a Rail Road, upon, over and through the land or farm of said Gustavus White situated and being in Montgomery County aforesaid running and extending from near the Chesapeake and Ohio Canal to the Western line of the land of said Gustavus White near the gate and corner of the land of R. G. Davidson, and the said John Moore and J. D. W. Moore with permission to lay down said intend Rail Road, and to take such a line or corner as the said parties hereto of the second part shall deem best suited for giving them access to the lands of the said John Moore and J. D. W. Moore from the said Canal and to the said Canal from the said land and to use the said Rail Road, when constructed for transportation by means of the usual cars or carriages of stone, wood, produce, manure and other things to and from said lands of the said Moore's to and from the Canal the said road or right of way to be of the width or thereabouts of fourteen feet or thereabouts, with the privilege of passing and repassing upon, through and over said road or Railway at all times hereafter during the period hereby granted with servants, workmen, horses, cars or carriages at their pleasure. To have and to hold the said right of way or road unto and by the paid parties hereto of the second part their heirs and assigns with the privileges and rights hereby granted for and during the full term or time of fifteen years from the date hereof and freely, to be completed and ended and the said parties hereto of the second part do hereby for themselves, their heirs, executors, administrators and assigns covenant and agree to and with the said party hereto of the first part, his heirs and assigns, that it shall be lawful for him and them to use the said road with one car or more for the transportation of whatever wood he or they may cut from his own land and the produce from the present farm of the said party hereto of the first part and for bringing back any manure or commodities for his and their use and consumption upon his said farm he or they putting in a switch at the Canal and as many switches as may suit his convenience along the line of said Road as he or they may desire to take the same but at all time manage the said cars so as not to interfere or cause any stoppage on the main tract of said Road so as not to hinder the cars of the said parties hereto of the second part, his and their rights of using said road to be subordinate theirs and not to extend to the wood material or produce of any other person or persons or farms but the said party hereto of the first part as now owned, and the said party of the first part to receive all damages that may be awarded by the Water Works passing over or under and across said R. Road, he the said part hereto of the first part securing the right to cross said Water Works to the parties hereto of the second part, and the said [party] hereto of the first part doth hereby covenant and agree to and with the said parties hereto of the second part, their heirs and assigns, that they, permitting him and them to use said road with one or more cars as hereinbefore provided shall and may at all times during the said fifteen years freely use and enjoy the said road or right of way and across the said lands of the said party hereto of the first part for the purpose aforesaid without any interruption or disturbance of, from or by the said party hereto of the first his heirs or assigns and the parties hereto of the second if they desire may in the event of their quarry being exhausted or unfit for proper use be permitted to take the said road or Rail way before the expiration of the above terms. In

witness whereof the said parties hereto of the first and second part have hereunto set their hands and affixed their seals the day & year first above written.

Signed, sealed and delivered  
in presence of  
Henry Reaver

G. White {Seal}  
John Moore {Seal}  
J. D. W. Moore {Seal}

District of Columbia, Washington County, to wit: Be it remembered and it is hereby certified that on this twentieth day of August in the year eighteen hundred and fifty three personally appeared before me Henry Reaver, a Commissioner appointed by the Governor of the State of Maryland for the said District of Columbia & duly qualified to take the acknowledgement & proof of Deeds for land lying & being in the State of Maryland, Gustavus White, John Moore & J. D. W. Moore parties to a certain deed bearing date on the 20th day of August 1853 and hereunto annexed they being personally known to me to be the persons who are named and described as and professing to be parties to said deed & severally acknowledge the same to be their and each of their respective act and deed. Given under my hand and seal official this 20th day of August 1853.

Henry Reaver  
Commissioner

Allegany County Courthouse, Cumberland, MD, Deed Book 15, page 510, 3/14/1857.

At the request of Lonaconing Coal & Transportation Company this Mortgage was recorded March 14th 1857.

This Mortgage made this twenty sixth day of February in the year of our Lord one thousand eight hundred and fifty seven, by John G. Stone of Washington County in the State of Maryland.

Witnesseth, that whereas the Lonaconing Coal and Transportation Company of Allegany County hath agreed to [sell to] the said John G. Stone two Canal Boats respectively called "Lonaconing No. 1" and "Lonaconing No. 2." and built by H. N. & J. W. Easby of Washington City, at and for the sum of fifteen hundred and seventy dollars for each boat making the total purchase money for the two boats the sum of three thousand one hundred and forty dollars and which said purchase money is to have interest from the first day of June in the year eighteen hundred and fifty six: and whereas also the following payments have been made to the said Company on account of the purchase money of the said two boats, that is to say, on account of the "No. 1." there have been paid the following sums, to wit: June 30th 1856 there was paid the sum of thirty dollars, September 4th 1856, September 11th 1856, October 9th, October 27th and November 18th 1856, there was paid the sum of thirty dollars on each of said days; so that the whole amount paid on account of the purchase money of the said boat "No. 1." is the sum of two hundred and five dollars; and on account of boat "No. 2." the following payments have been made to the said Company, to wit: on June 30th 1856 the sum of thirty dollars, in August 1856 the sum of twenty dollars on 15th October 1856 the sum of thirty five dollars and on November 3rd 1856 the sum of thirty five dollars so that the whole amount paid on account of the purchase money of said boat "No. 2." is the sum of one hundred and twenty dollars. And whereas the balance of the purchase money due upon the aforesaid two canal boats is to be paid in installments of thirty five dollars for each and every trip that either one of said boats may make from Cumberland to Georgetown or Alexandria or Washington City until the entire balance of said purchase money is paid with the interest accruing thereon, crediting each payment as of the time when the same is made and to secure the payment of the balance of said purchase money this Mortgage is executed. Now therefore the said John G. Stone in consideration of the premises and of the sum of one dollar doth bargain and sell unto the said Lonaconing Coal and Transportation Company of Allegany County the said two canal boats called "Lonaconing No. 1" and "Lonaconing No. 2." Provided nevertheless that the said John G. Stone shall well and truly pay unto the said Lonaconing Coal and Transportation Company of Allegany County the aforesaid installments of thirty five dollars each for each and every trip each one of said canal boats may make on the Chesapeake and Ohio Canal as aforesaid until the whole balance of said purchase money with the interest thereon shall be fully paid as hereinbefore specified according to the covenants of the said John G. Stone as hereinafter set forth, then and from thenceforth this Mortgage shall be void. And the said John G. Stone for himself, his executors and administrators doth hereby covenant and agree to and with the said Company that he will regularly run the said two canal boats on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Washington or Alexandria without interruption or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or by breaches in the canal or from the fact that the canal is not open for navigation and that he will pay the aforesaid installments of thirty five dollars per trip so made by the said boats respectively or for each trip as he herein covenants the same shall be made. And this Mortgage further witnesseth that the said Company is to have the right in its discretion to take possession of the said two canal boats if the said Stone shall at any time fail to make the payments of the installments according to the covenants hereinbefore written. Witness my hand and seal:

Attest - J. Reitzell

John G. Stone {Seal}

State of Maryland, Washington County, to wit: I hereby certified that on this twenty seventh day of February in the year eighteen hundred and fifty seven, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared John G. Stone, and acknowledged the foregoing Mortgage to be his act and deed.

J. Reitzell, J.P.

Maryland, Washington County, to wit:

I hereby certify that Jacob Reitzell Gentleman before whom the foregoing acknowledgement was made and who hath thereunto subscribed his name was at the time of so doing one of the Justices of the Peace in and for said County duly elected, commissioned and sworn. In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for said County this 12th day of March, Anno Domino, 1857.

{Seal}

Isaac Nesbitt, Clk.

State of Maryland, Allegany County, to wit:

Be it remembered that on this thirteenth day of March in the year 1857 before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Alexander Ray, President of the Lonaconing Coal and Transportation Company of Allegany County and made oath in due form of law that the consideration set forth in the foregoing deed of Mortgage is true and bona fide as therein set forth. Sworn before

Andrew Gonder, J. P.

Washington County Courthouse, Hagerstown, MD, Liber IN 14, folio 373, recorded 11/28/1859.

At the request of John G. Stone, the following Deed was recorded November 28th, 1859.

This Indenture, made this eighth day of September in the year of our Lord one thousand eight hundred & fifty nine, between the Chesapeake & Ohio Canal Company of the first part and John G. Stone of Washington County, in the State of Maryland, of the second part.

Witnesseth, That the said Chesapeake and Ohio Canal Company for and in consideration of the sum of eight hundred and eighty dollars to them in hand paid by the said John G. Stone in the scrip of the said Company before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, doth hereby demise, lease and to farm let unto the said John G. Stone, his executors, administrators and assigns, all that piece of ground in Washington County aforesaid, bounded and described as follows, viz: Beginning at a stone the beginning of the ninth line of the tract taken by the Canal Company from Samuel Prather and running with said line North 76° West to corner of woods 2.50 chains, thence with tenth line South 19½° West 18.56 chains, thence South 72° West 1.51 chains, thence North 71° West 3.50 chains, thence North 68° West 3.63 chains, thence South 64° East 8.91 chains, thence North 56° East 3.03 chains, thence North 24° East 7.44 chains, thence North 17° East 8.33 chains, thence North 21° East to place of the beginning, containing 8 acres, 3 roods, 2 perches. To have and to hold to the said John G. Stone, his executors, administrators and assigns, from the date of these presents, for and during and unto the full end and term of ninety nine years from thence next ensuing fully to be complete and ended. And the said Chesapeake and Ohio Canal Company doth hereby covenant and agree to and with the said John G. Stone, his executors, administrators and assigns, at his and their reasonable cost by request at any time before the expiration of the term hereby demised, to grant a further lease of the aforesaid premises to the said John G. Stone, his executors, administrators and assigns, for the further term of ninety years to commence from the expiration of the term hereby granted, containing the like agreements as are in these presents contained. And it is further covenanted and agreed by and between the parties to these presents, that the said party of the second part will neither directly or indirectly sell nor permit any person to sell directly or indirectly upon the land herein demised, or in any building upon the same, ardent spirits by retail, and that said land shall be used in no manner to interfere with the navigation of the Canal, or cause injury to the Canal or any of its works. And this Indenture further Witnesseth that the said Chesapeake and Ohio Canal Company, doth hereby constitute and appoint Thomas Clear of the County of Washington in the District of Columbia, its true and lawful attorney for it and in its name and as its act and deed to appear and acknowledge this indenture, before any Commission residing in the District of Columbia aforesaid, authorized to take such acknowledgement, in order that the same may be recorded according to law. In Testimony whereof the President of said Chesapeake and Ohio Canal Company hath hereunto set his hand and cause to be affixed the common seal of said Company on the day and year first hereinbefore written.

Attest: W. S. Ringgold, Clk. C. & O. C. C.

L. J. Pringle, President  
Ches. & O. Canal Co.

District of Columbia, Washington County, Sct: On this fourteenth day of September, in the year of our Lord one thousand eight hundred and fifty nine, before the subscriber, a Commissioner of the State of Maryland residing in the District of Columbia aforesaid, duly Commissioned and sworn to take acknowledgements of instruments of writing for record in said State and Notary Public for said County, personally appeared Thomas Clear who is known to me and who I am satisfied of my own knowledge is the person named & described as and professing to be the Attorney of the Chesapeake and Ohio Canal Company in the Power of Attorney contained in the foregoing indenture, due

execution of which Power of Attorney by said Company is sufficiently proven to me, and by virtue of said Power of Attorney acknowledges the said indenture to be the act and deed of said Canal Company.

In testimony whereof, I have hereunto set my hand and affixed my official seal this 14th day of September 1859.

John L. Hollingshead  
Notary Public and a Commissioner of the State of Maryland.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, page 94, 6/26/1860.

At the request of Thomas Hassett, the following Lease was recorded June 26th 1860.

This Indenture, made this ninth day of June in the year of Our Lord, one thousand eight hundred and sixty, between John G. Stone, of Washington County, State of Maryland, of the first part; and Thomas Hassett of Washington County in the State of Maryland of the second part. Witnesseth. that the said John G. Stone in consideration of the sum of fifty dollars to him in hand paid by the said Thomas Hassett before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, doth hereby demise, lease and to farm let unto the said Thomas Hassett his executors, administrators and assigns, all that piece of ground in Washington County, aforesaid, bounded and described as follows, viz; beginning at a stone the beginning of the ninth line of the land taken by the Chesapeake and Ohio Canal Company from Samuel Prather and running with said line North 76 degrees West to corner of woods 2.50 chains, then with the tenth line South 19½ degrees West 16.14 chains, then South 63 degrees East 2.91 chains, then North 17 degrees East 8.33 chains, then North 21 degrees East to the place of the beginning, containing 4½ acres. To have and to hold to the said Thomas Hassett his executors, administrators and assigns from the date of these presents, for and during and unto the full end and term of ninety nine years from thence next ensuing full to be complete and ended and the said John G. Stone doth hereby covenant and agree to and with the said Thomas Hassett his executors, administrators and assigns, at his and his reasonable cost & request at any time before the expiration of the term hereby demised to grant a further lease of the aforesaid premises to the said Thomas Hassett, his executors, administrators and assigns, for the further term of ninety nine years, to commence from the expiration of the term hereby granted, containing the like agreements as are in these presents contained, and it is further covenanted and agreed by and between the parties to these presents, that the said party of the second part will neither directly nor indirectly sell, nor permit any person to sell, directly nor indirectly upon the land herein demised, or in any building upon the same, ardent spirits by retail, and that said land shall be used as in no manner to interfere with the navigation of the Canal, or cause injury to the Canal, or any of its works. Witness my hand and seal.

Teste: O. McClain, John B. Stove

John G. Stone {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 9th day of June in the year 1860, before me the subscriber, a Justices of the Peace, in and for the State and County aforesaid, John G. Stone, and acknowledged the foregoing Lease to be his act.

O. McClain, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, page 110, 7/5/1860.

At the request of Rudolph Herr, the following Deed was recorded July 5th 1860.

This Deed, made this twenty second day of June in the year eighteen hundred and sixty, by me, John G. Stone. Witnesseth. that in consideration of one dollar paid me, I the said John G. Stone do grant unto Rudolph Herr all the property at the Four Locks on the Chesapeake and Ohio Canal now under rent to Jacques and Prather, namely the Stone House, the grain House, the hog House and the Warehouse. Witness my hand and seal.

Teste: O. McClain, N. B. Smurr

John G. Stone {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 22nd day of June 1860, before me the subscriber, a Justices of the Peace, in and for the State & County aforesaid, personally appeared John G. Stone, and acknowledged the foregoing Deed to be his act.

Acknowledged before:

O. McClain, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, page 119, 7/14/1860.

At the request of Joseph W. Turner, the following Lease was recorded July 14th 1860.

This Indenture, made this twenty third of March in the year of our Lord one thousand eight hundred and sixty, between John G. Stone of Washington County in the State of Maryland, of the first part, and Joseph W. Turner of Washington County in the State of Maryland, of the second part.

Witnesseth; That the said John G. Stone, for and in consideration of the sum of seven hundred and fifty dollars to him in hand paid by the said Joseph W. Turner, before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged, doth hereby demise, lease, and to farm let unto the said Joseph W. Turner, his executors, administrators and assigns, all that piece of ground in Washington County aforesaid, bounded as follows, viz: commencing at a point 0.45 chains from the end of the 10th line of Samuel Prather's land and running South 19½ West 0.45 chains to stone, then South 72 West 151 chains, then North 71 West 3.50 chains, then South 68 West 3.63 chains, thence South 64 East 8.91 [chains], thence North 56 East 3.03 chains, thence North 24 East 7.44 chains, thence North 63 West to place of beginning, [containing] 3 acres & 3 roods. To have and to hold to the said Joseph W. Turner, his executors, administrators and assigns, from the date of these presents, for and during and unto the full end and term of ninety nine years from thence next ensuing fully to be complete and ended. And the said John G. Stone doth hereby covenant and agree to and with the said Joseph W. Turner, his executors, administrators and assigns at his and reasonable cost and request, at any time before the expiration of the term hereby demised to grant a further lease of the aforesaid premises to the said Joseph W. Turner, his executors, administrators and assigns, for the further term of ninety nine years, to commence from the expiration of the lease hereby granted, containing the like agreements as are in these presents contained. And it is further covenanted and agreed by and between the parties to these presents, that the said party of the second part, will neither directly nor indirectly sell, nor permit any person to sell, directly nor indirectly, upon the land herein demised, or in any building upon the same, ardent spirits by retail, and that said land shall be used as in no manner to interfere with the navigation of the Canal, or cause injury to the Canal, or any of its works. In testimony whereof the said John G. Stone has set his hand and seal the day and year first before written.

Teste: J. Reitzell

John G. Stone {Seal}

State of Maryland, Washington County, to wit: On this twenty third day of March 1860, before me the subscriber, one of the Justices of the Peace of Washington County, State of Maryland, personally appeared John G. Stone, and acknowledged the above instrument of writing to be his act and deed.

J. Reitzell, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, page 143, 7/24/1860.

At the request of Lewis Fernsner, the following Lease was recorded July 24th 1860.

This Indenture, made this twenty third of March in the year of our Lord one thousand eight hundred and sixty, between John G. Stone of Washington County in the State of Maryland, of the first part, and Lewis Fernsner of Washington County in the State of Maryland, of the second part. Witnesseth; That the said John G. Stone, for and in consideration of the sum of three hundred dollars to him in hand paid by the said Lewis Fernsner, before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged, doth hereby demise, lease, and to farm let unto the said Lewis Fernsner, his executors, administrators and assigns, all that piece of ground in Washington County aforesaid, bounded and described as follows, viz: commencing at a point 2.88 chains from the end of the 10th line of Samuel Prather's land and running South 19½ West 2.42 chains, then South 63 East 2.91 chains, then North 24 East 2.60 chains, then North 65½ West to place of beginning, [containing] 3 roods & 2 perches. To have and to hold to the said Lewis Fernsner, his executors, administrators and assigns, from the date of these presents, for and during and unto the full end and term of ninety nine years from thence next ensuing fully to be complete and ended. And the said John G. Stone doth hereby covenant and agree to and with the said Lewis Fernsner, his executors, administrators and assigns at his and reasonable cost and request, at any time before the expiration of the term hereby demised to grant a further lease of the aforesaid premises to the said Lewis Fernsner, his executors, administrators and assigns, for the further term of ninety nine years, to commence from the expiration of the lease hereby granted, containing the like agreements as are in these presents contained. And it is further covenanted and agreed by and between the parties to these presents, that the said party of the second part, will neither directly nor indirectly sell, nor permit any person to sell, directly nor indirectly, upon the land herein demised, or in any building upon the same, ardent spirits by retail, and that said land shall be used as in no manner to interfere with the navigation of the Canal, or cause injury to the Canal, or any of its works. In testimony whereof the said John G. Stone hath hereunto set his hand and seal, the day and year first before written.

Teste: J. Reitzell

John G. Stone {Seal}

State of Maryland, Washington County, to wit: On this 25th day of March 1860, before me the subscriber, one of the Justices of the Peace of Washington County, State of Maryland, personally appeared John G. Stone, and acknowledged the above instrument of writing to be his act and deed.

J. Reitzell, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, page 210, 9/8/1860.

At the request of Nathan Williams, the following Deed was recorded September 8th 1860.

This Deed, made this thirtieth day of August in the year one thousand eight hundred and sixty, by John G. Stone and Amelia A. Stone, his wife, of Washington County and State of Maryland. Witnesseth; that for and in consideration of the sum of five thousand dollars, we the said John G. Stone and Amelia A. Stone, his wife, have granted, bargained and sold, and by these presents do grant, bargain and sell to Nathan Williams, free colored man, of said County and State, had his heirs and assigns forever, all that land and real estate, situate, lying and being in Washington County and State of Maryland called "Johnson's Lot," and part of a tract called "Wiethorn," containing together one hundred acres of land, more or less, except such portion thereof as was condemned and taken for the use of the Chesapeake and Ohio Canal, also all that part of a tract of land called "Kindness Enlarged," containing one hundred and fifteen acres, more or less, and that other part of said tract called "Wiethorn," containing ten acres of land, more or less, which were once conveyed and particularly described by courses and distance, metes and bounds, in and by a deed from Lancelot Jacques, Trustee to Richard Prather and others, by deed dated 7th September 1819 and recorded in Liber EE, folio 202, &c., one of the land record Books of said County; all which several parts of said tracts of land, hereby conveyed lie contiguous and constitute one farm, and contain together exclusive of said portion taken by and held by the Chesapeake and Ohio Canal Company and which portion is not hereby conveyed, the quantity of Two hundred and one and one half acres of land, more or less, and which said several parts of said tracts of land, containing as aforesaid two hundred and one and one half acres of land, more or less, are the same lands and real estate which were conveyed to said John G. Stone by Bazil Prather and Temperance Prather, by deed dated the 7th day of December in the year 1850, and recorded in Liber IN No. 5, folio 459, 460 & 461, and another of said land record Books of said Washington County in Maryland and therein more particularly and satisfactorily described, as reference thereto will more fully appear. To have and to hold said real estate and premises hereby conveyed to him the said Nathan Williams, his heirs and assigns forever. And the said John G. Stone for himself, his heirs, executors and administrators hereby covenants and agrees with the said Nathan Williams, his heirs, and assigns, that he the said John G. Stone and his heirs will forever hereafter warrant and defend the said real estate and every part thereof, hereby conveyed, against the claims of all persons whatsoever; and also that the said real estate and every part thereof hereby conveyed are free, quit and discharged from all liens and encumbrances whatsoever. Witness our hands and seals.

Signed, sealed and delivered  
in presence of us,  
O. McClain, E. G. W. Stake

John G. Stone {Seal}  
Amelia A. Stone {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this thirtieth day of August, in the year one thousand eight hundred and sixty, before me the subscriber, one of the Justices of the Peace of said State of Maryland, in and for the County of Washington aforesaid, personally appeared John G. Stone and Amelia A. Stone, his wife, of said County, parties grantors in the foregoing deed, and did each acknowledge the foregoing deed to be their respective act.

O. McClain, J.P.

Montgomery County Courthouse, Rockville, MD, Liber EBP 1, folio 81, recorded 2/9/1864.

At the request of John Moore and John D. W. Moore the following Release of Mortgage was recorded February 9th 1864, to wit: This Indenture made the fourth day of February in the year of our Lord one thousand eight hundred and sixty four, by and between Samuel G. Davidson of Georgetown in the District of Columbia of the first part and John Moore and John D. W. Moore of the same place of the second part. Witnesseth, Whereas, they, the said John Moore and Mary Catherine Moore his wife, and John D. W. Moore, by their Deed of Indenture duly made and executed, bearing date on or about the second day of December in the year eighteen hundred and fifty two did grant and convey to the said Samuel G. Davidson and to his heirs & assigns all that tract, piece or parcel of land situate and being in Montgomery County, and State of Maryland, part of "Dowell's Park," containing one hundred and seven acres, three quarters and thirty five perches, more or less, together with all and singular the buildings thereon, and the rights, members and appurtenances to the same, more particularly described in said Deed duly recorded in Liber J. G. H. No. 2, folio 145, 145 and 147, one of the land records of Montgomery County, Maryland, as by reference will more fully and at large appear, in Trust, for the purpose therein mentioned as by reference to said Deed of Indenture, duly recorded in the Liber J. G. H. No. 2 aforesaid will more fully and at large appear. And Whereas, the said debt, with the interest and costs have been fully paid and discharged to the said parties therein specified, or their assigns, and the purposes for which said Trust was created, have, therefore ceased and determined, the said John Moore and John D. W. Moore are entitled in law to reconveyance of the premises free and discharged of and from the said Trusts as aforesaid and as fully as if said deed had not been made.

Now This Indenture Witnesseth, that for and in consideration of the premises, and of the further sum of one dollar to him the said party of the first part, in hand paid by the said parties of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he, the said party of the first part hath given, granted, bargained, sold, conveyed, released and assigned, and by these presents doth give, grant, bargain, sell, convey, release and assign all and singular the aforementioned premises, with the appurtenances and every part and parcel thereof, as fully and entirely as the same now are in law and equity vested and standing in the said party of the first part, by or under the said in part recited deed, unto them the said parties of the second part, their heirs and assigns forever, to have and to hold the same, and every part and parcel thereof, with the appurtenances, unto them, the said parties of the second part, their heirs and assigns forever, to their only proper use, benefit and behoof forever; free, clear and forever discharged of and from all and every right, title, interest and trust now existing in said party of the first part by, or under the said conveyance as aforesaid.

In witness, whereof the said party of the first part hath hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of  
J. N. Fearson  
Henry Reaver

Samuel G. Davidson {Seal}

District of Columbia, County of Washington, Sct: Be it known that on this 4th day of February in the year of our Lord one thousand eight hundred and sixty four (1864) before the subscribers two Justices of the Peace in & for the County and District aforesaid, personally appeared Samuel G. Davidson, before us in the County and District aforesaid, the party grantor of the within instrument, who being personally known to us, acknowledge the same to be his act and deed.

Given under our hands and seals this 4th day of February A.D. 1864.

J. N . Fearson {Seal}

Henry Reaver {Seal}

Montgomery County Courthouse, Rockville, MD, Liber EBP 1, folio 82, recorded 2/9/1864.

At the request of J. D. W. Moore, the following Deed was recorded the 9th day of Feb. 1864, to wit: This Indenture made this 28th day of January in the year eighteen hundred and sixty four, between John Moore and Mary Catherine Moore his wife of Georgetown in the District of Columbia of the first part, and J. D. W. Moore of Montgomery County in the State of Maryland of the second part. Witnesseth, that the said parties of the first part, in consideration of certain real estate. lying in said District of Columbia having been conveyed by deed, by the said J. D. W. Moore to the said John Moore and for the further consideration of the sum of ten dollars to them in hand paid by the said J. D. W. Moore, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained and sold, assigned, transferred, set over, released, conveyed and confirmed, and by these presents do grant, bargain and sell, assign, transfer, set over, release, convey and confirm to the said J. D. W. Moore his heirs and assigns, all that piece or parcel of land, lying, situate and being in Montgomery County, Maryland, according to the plat or plan of said tract as follows, to wit: and part of "Dowell's Park." Beginning for said parcel, intended to be here conveyed at a stake where a gate now is, on the third line of Robert G. Davidson tract on said line and beginning from thence with said third line 44 perches to the end of said line and unto the fourth (4th) line thereof 150½ perches, to the end thereof, being reduced to one line N 69½° E 194½ perches according to the following table of courses, distances, calls, &c., to wit: first N 69½ perches to stone between two white oaks on the South edge of the new road; second N 31° W 12 perches, up and circling on said road for this and eight following courses; third N 58½° W 32 perches; fourth N 48¼° W 28 perches; fifth N 45° W 32 perches; sixth [N] 55½° W 20 perches; seventh N 65¾° W 24 perches; eighth N 52¼° W 12 perches, to a stone planted on the North edge of said road and 60 links from the edge of Cabin John Creek; ninth 57° W 20 perches; tenth N 42¾° W 6¾ perches, all with the true lines of said Davidson's tract, to the end of the 13th line thereof, then leaving the outlines and road; eleventh [N] 84¼° W 32-92/100 perches, to a stake and pile of stones on a hill a short distance from an old cherry tree; twelfth S ½° E 70 perches, to a stake and pile of stones upon the edge of a cart road; thirteenth S 5½° E 26 perches, to a stone on a hill; fourteenth S 6¼° W 82 perches, to a stake at the aforesaid gate; then [to] the place of beginning, containing and laid out for one hundred and seven and three quarters and thirty five perches (107.. ¾.. 35) acres of land, together all and singular the Buildings thereon and the rights, members and appurtenances belonging to the same, and all the estate, rights and interest therein to the said parties of the second part his heirs and assigns to the only proper use and behoof of the party of the second part his heirs and assigns forever and the said parties hereto of the first part for themselves, their heirs, executors and administrators covenant and promise and agree to warrant and defend the premises against themselves, their heirs, executors, administrators and assigns forever, together with improvements and appurtenances aforesaid unto the said parties hereto of the second part, his heirs and assigns and the parties hereto of the second part doth agree to the money due or balance that may be due to G. M. Watkins, assignee of R. G. Davidson on the purchase made by the two parties named in this Indenture. In testimony whereof the parties hereto of the first part set their hand and affixed their seals the day and date before mentioned.

Signed, sealed and delivered  
in presence of  
Test:

John Moore {Seal}  
her  
Mary Catherine X Moore {Seal}  
mark

District of Columbia, Washington County, to wit: Be it remembered and this hereby certified this 8th day of February in the year eighteen hundred and sixty four before the subscriber a Commissioner for the State of Maryland in and for the District & County aforesaid and other proof to other instruments of writings which are to be used or recorded in said State, personally appeared John Moore and Mary

Catherine Moore his wife hereby known to be the persons who is named and described and purporting to be the parties to the foregoing executed Deed or Indenture or Instrument of writing and they do acknowledge the said indenture or Instrument of writing to be their act and deed.

In testimony whereof I have hereunto subscribed my name and affixed my official seal as Commissioner, of the State of Maryland, for the District of Columbia.

Henry Reaver  
Commissioner for the State of Maryland.

Custom House, Georgetown, D.C., Record Book No. 2, folio 106, recorded 4/9/1864.

Know all men by these presents that I, John Moore of the City of Georgetown, D.C., for and in consideration of the sum of three hundred and seventy five dollars lawful money of the United States, to me in hand, by John P. Agnew Agent, the receipt whereof is hereby acknowledged, have bargained & sold & by these presents do grant & convey to the said John P. Agnew, Agent, his executors, administrators & assigns, the 2 Canal Boats, now lying in the Chesapeake & Ohio Canal, the one called & known by the name of "John Moore" & the other called & known by the name of "Catherine Moore," with the team & harness, ropes & furniture, belonging to me & now in my possession & to have & to hold the same into the said John P. Agnew, his executors, administrators & assigns & I do for myself, my heirs, executors, administrators & assigns & I do for myself, my heirs, executors and administrators covenant & agree to & with the said John P. Agnew, his executors, administrators & assigns to warrant & defend the sale of the said two Canal Boats, their teams, harness, ropes & furniture hereby made unto the said John P. Agnew, executors, administrators & assigns against all & every person or persons whatsoever.

Now the conditions of the above bill of sale are such that if the said John Moore, shall well & truly pay to the said John P. Agnew, or to his attorneys or assigns, the above named sum of money with legal interest thereon within six months & employ the said 2 Boats & their teams during the Canal Season of 1864, in transporting coal from Cumberland, Maryland to Georgetown, D.C. at the same rates of freight as may be paid by the principal coal mining companys of Allegany County, Maryland & to keep and perform the foregoing covenant & agreement according to the true intent & meaning, then the above bill of sale shall be void, otherwise on my neglect & failure to perform the said covenant & agreement as above expressed, then & in that case the said J. P. Agnew, Agent, & his assigns are hereby authorized & empowered to sell the above 2 Canal Boats, their trams, ropes & furniture at public sale, at his or their option, & to retain from the proceeds of such sale in his or their own hands, sufficient to pay & satisfy the whole amount of money due of the before named demand with the legal interest thereon due, & the same time of sale & for all costs & damages sustained by the said John P. Agnew, Agent, in consequence of the failure or neglect of the said John Moore as aforesaid, rendering the expense if any to the said John Moore, his heirs, executors, administrators & assigns demand.

In testimony whereof I have hereunto subscribed my name & affixed my seal this 9th day of April 1864.

John Moore {Seal}

Signed & sealed & delivered in presence of John Spencer.

Montgomery County Courthouse, Rockville, MD, Liber EBP 4, folio 436, recorded 1/3/1868.

At the request of John Saunders & others, Trustees, the following Deed was recorded the 3rd day of January 1868, to wit: This Deed made this 18th day of November in the year eighteen hundred and sixty seven, by us, William Dowling and Elizabeth Dowling, his wife, of Georgetown in the District of Columbia. Witnesseth, that in consideration of the desire entertained by the grantees herein to establish a good school in the neighborhood, and the further consideration of the sum of five dollars we, the said William Dowling, and Elizabeth Dowling his wife, do grant unto John Saunders, John D. W. Moore, William Reading and Charles Dodge of Montgomery County, in the State of Maryland, as Trustees, all the following described piece or parcel of land, situate, lying and being in Montgomery County aforesaid, to wit: - all that part of the land which was conveyed by Joseph G. White to the said William Dowling, by Deed dated the ninth day of January in the year eighteen hundred and sixty six, and recorded in Liber E. B. P. No. 2, folio 556 & 557, one of the Land Records of said Montgomery County, which is contained within the following metes and bounds, courses and distances, to wit: Beginning for the same on the South East corner of the lot hereby granted at a stone on the edge of the Public Road leading from the Old Paper Mill to the Seven Locks on the Chesapeake & Ohio Canal, and running thence due East one hundred and fifty feet, to a stone; thence due North one hundred feet, to a stone; thence due West one hundred and seventy four feet, to a stone planted on the edge of said road; thence along the border of said road one hundred and seventeen feet to said beginning stone. To Have and To Hold to the use of the said John Saunders, John D. W. Moore, William Reading, Charles Dodge and such other person as said above named Trustees may appoint to make the number of said Trustees, five, and their successors in office forever, for the following uses and purposes, and for no other use, intent or purpose whatsoever, that is to say for the purpose of building thereon a School House and enclosing said lot for a play-ground for the children attending said school and for such other purposes as may be necessary and convenient for the use of said school, which said school-house and lot are to be held and used by said Trustees for the sole, separate and exclusive use of the white children in said neighborhood, under such rules, regulations and by-laws as said five Trustees and their successors in office may from time to time prescribe. At the first meeting of the four Trustees, herein named, which shall take place as soon as conveniently may be after the execution of this Deed, they shall proceed to elect the fifth trustee hereinbefore provided for, when said Trustees, shall proceed to elect a President, Secretary and Treasurer of this Board, which said officers shall be elected by a majority of the Trustees present and any three of said Trustees shall constitute a quorum for the transaction of business, said Trustees shall in the next place and in the same manner proceed to elect a teacher to have charge of said school who shall in all things be subject to the control and supervision of said Trustees. They the said Trustees shall in their by-laws establish and fix the salary of compensation of said teacher and the rates of tuition in said school, and make, pass and establish all such needful rules, regulations and by-laws as may be convenient and necessary for the proper government of their own Board and of said school, said Trustees shall have power at any regular or stated meeting of their Board (which said regular or stated meetings shall be provided for in their by-laws) by a majority of the votes of the members present - three constituting a quorum - to fill any vacancy or vacancies which may occur in said Board by death, resignation, removal or otherwise, so as to keep up the number of five Trustees perpetually. Said Trustees shall have full power and authority to organize and form themselves in a body politic or corporate under the General Laws of the State of Maryland.

Test:  
Louis Peterson  
  
C. W. Landsdale

Witness our hands and seals  
William Dowling {Seal}  
her  
Elizabeth X Dowling {Seal}  
mark

Montgomery County, State of Maryland, to wit: I hereby certify that on this 18th day of November in the year eighteen hundred and sixty seven, before the subscriber a Justice of the Peace in and for the District and County aforesaid, duly Commissioned and qualified personally appeared William Dowling and Elizabeth Dowling his wife and did each acknowledge the foregoing deed to be their respective act. In testimony whereof I have hereunto subscribed my name and seal this eighteenth day of November in the year 1867.

C. W. Lansdale, J. P.

Montgomery County Courthouse, Rockville, MD, Liber EBP 20, folio 22, recorded 3/1/1879.

At the request of John D. W. Moore the following Deed was recorded the 1st day of March 1879, to wit: This Deed made this first day of March in the year eighteen hundred and seventy nine, by George Peter & James B. Henderson, of Montgomery County, in the State of Maryland, Trustees; Witnesseth, Whereas pursuant to a power contained in a Deed of Trust from a certain Hugh Capertow, Trustee and Charles Dodge and Elizabeth Dodge, his wife, to the said George Peter and James B. Henderson, bearing date seventh day of July, in the year eighteen hundred and seventy four, and recorded among the Land Records of said Montgomery County, in Liber E. B. P. No. 12 folios 275 &c. - the said George Peter and James B. Henderson, Trustees, as aforesaid, did on the twenty third day of October in the year eighteen hundred and seventy seven, sell the property hereinafter described to a certain John D. W. Moore, of the County and State aforesaid, at and for the sum of three thousand and three dollars which said sale has been duly reported to the Circuit Court for Montgomery County as a Court of Equity, and was by an order of said Court, passed on the twenty second day of January in the year eighteen hundred and seventy eight, finally ratified and confirmed, and the said purchaser has fully paid the purchase money therefor. Now therefore in consideration of the premises, the said George Peter and James B. Henderson, Trustees as aforesaid, do grant unto the said John D. W. Moore, the following tract, part of a tract, piece or parcel of land, lying and being in said Montgomery County, viz: - part of a tract of land, called "Carderock" or by whatever name or names the same may be known, or called, and contained within the metes and bounds, courses and distances, to wit: - Beginning at a stone at the end of six and four tenths perches on the sixty sixth line of a tract of land called "Dowell's Park" resurveyed as located by "Archibald Orme," and running thence with said line reversed, with two degrees allowance for variation, North twenty seven and a half degrees West six and four tenths perches, to the end of the sixty fifth line of said tract; then still reversing with said tract, with said allowance, North forty four degrees West one hundred and sixty four perches, to the end of the tenth line of a parcel of land designated as Lot No. 3 in the division of Lewis G. Davidson's lands; then South seventy degrees West forty four perches, to the beginning of a parcel of land conveyed by Robert G. Davidson to John Moore being in the center of the road leading from the Almshouse Lane to the Chesapeake & Ohio Canal at Fitzhugh's Landing; then still South seventy degrees West forty two perches; then South eleven degrees East thirty two and seven twenty-fifths perches to the said road; then North seventy degrees East one perch; then bounding with said road the five following courses and distances, South two degrees East sixteen perches; South eighteen and a half degrees East thirty seven perches; South nine and a fourth degrees East thirty perches; South fifteen and one fourth degrees West twelve perches; South three and one fourth degrees East thirteen and six thenths perches; then leaving said road North seventy six degrees East one hundred and eighty five and three fourths perches, to the beginning. Containing one hundred and eighteen and a half acres, and thirty square perches of land, more or less.

Nevertheless excepting from this conveyance all that portion of said land conveyed by the said Charles Dodge and Elizabeth G. Dodge, his wife, to a certain Andrew Leukie, by deed bearing date the sixth day of June in the year eighteen hundred and sixty eight, and recorded among the Land Records of said Montgomery County, in Liber E. B. P. No. 10, folio 328 &c. - and containing twelve and a half acres of land, more or less.

Test:

James J. Biays

Witness our hands and seals.

George Peter {Seal}

James B. Henderson {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify, that on this first day of March, in the year, eighteen hundred and seventy nine, before the subscriber, a Justice of the Peace of the State

of Maryland, in and for Montgomery County, personally appeared George Peter and James B. Henderson, Trustees, and did each acknowledge the foregoing Deed to be their respective act.  
James P. Biays, J. P.

Montgomery County Courthouse, Rockville, MD, Liber EBP 22, folio 261, recorded 6/29/1880.

At the request of J. D. W. Moore, the following Deed was recorded the 29th day of June A.D. 1880, to wit: This Indenture made this 19th day of May in the year of our Lord 1880, between Benjamin F. Hamilton and Nancy Jane Hamilton, his wife, of Montgomery County, Maryland, of the first part, and J. D. W. Moore of the aforesaid County and State, of the second part. Witnesseth, that said party of the first part, for and in consideration of the sum of fifteen dollars in lawful money of the United States to them in hand paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed and conveyed and do by these presents grant, bargain, sell, alien, enfeoff, release and convey unto the said part of the second part, his heirs and assigns forever, the following described real estate, situate in the County of Montgomery, State of Maryland, to wit: all that certain piece or parcel of land situated in Montgomery County aforesaid, known as part of "Dowell's Park" resurveyed, being part of Lot No. 3 in the division of S. G. Davidson's Estate; beginning at the end of 142½ perches on the 6th line of a conveyance from Benedict Milburn to Benjamin F. Hamilton and running thence with said line S 69½° W 8 perches, to the end thereof; thence with the 7th line of said conveyance S 44½° E 18 perches; thence by a straight line to the place of beginning, containing sixty three (63) square perches of land, more or less, in fee simple. And the said Benjamin F. Hamilton covenants that he will warrant generally the property hereby conveyed, and he further covenants that he will execute such further assurances as may be required. In testimony whereof the said party of the first part have hereunto set their hand and seal on the day and year first hereinbefore written.

Witness: J. D. W. Moore

Signed, sealed and delivered in  
the presence of Robert G. Davidson

his  
Benjamin F. Hamilton {Seal}  
mark  
her  
Nancy J. + Hamilton {Seal}  
mark

State of Maryland, to wit: I hereby certify that on this 19th day of May in the year eighteen hundred & eighty before the subscriber a Justice of the Peace of the State of Maryland in and for Montgomery County, personally appeared Benjamin F. Hamilton & Nancy J. Hamilton, his wife, & did each acknowledge the foregoing deed to be their respective acts.

Robert G. Davidson, J. P.

Montgomery County Courthouse, Rockville, MD, Liber EBP 22, folio 262, recorded 6/29/1880.

At the request of J. D. W. Moore, the following Deed was recorded the 29th day of June A.D. 1880, to wit: This Deed made this 19th day of May in the year of our Lord eighteen hundred and eighty by Peter Jones & Dorcas Jones, his wife, of Montgomery County in the State of Maryland. Witnesseth, that, in consideration of the sum of sixty dollars to them in hand paid, the said Peter Jones & Dorcas Jones, his wife, do grant unto J. D. W. Moore of the same County and State herein above written, all of that tract, part of a tract, or parcel of land situate, lying in Montgomery County aforesaid, and contained within the following metes and bounds, courses and distances, to wit: Beginning for the same at the beginning point of a tract of land conveyed by Robert G. Davidson to John Moore, the same being in the center of the Almshouse road & running thence with the middle of said road S 54° W 15 perches; thence N 70° E 61¼ perches; thence N 44° W 10½ perches; thence S 70° W 44 perches to the beginning, containing (3) acres of land, more or less.

And the said Peter Jones & Dorcas Jones, his wife, covenant to warrant generally the property hereby conveyed and to execute any further assurances the better to convey the same.

Witness our hands and seals.

Witness,  
Robert G. Davidson

his  
Peter + Jones {Seal}  
mark  
her  
Dorcas X Jones {Seal}  
mark

State of Maryland, to wit: I hereby certify that on this 19th day of May in the year eighteen hundred and eighty before the subscriber a Justice of the Peace of the State of Maryland in and for Montgomery County, personally appeared Peter Jones and Dorcas Jones, his wife, and did each acknowledge the foregoing deed to be their respective act.

Robert G. Davidson, J.P.

Montgomery County Courthouse, Rockville, MD, Liber EBP 24, folio 296, recorded 8/2/1881.

At the request of J. D. W. Moore and others, the following Deed was recorded the 2nd day of August A.D. 1881, to wit:

This Deed made this 20th day of February in the year of our Lord, one thousand, eight hundred and eighty one, by us, Robert Gibson and Sarah [sic. Mary] Gibson, my wife, of Montgomery County in the State of Maryland, that for and in consideration of one dollar, we Robert Gibson and Sarah Gibson, his wife, do grant, bargain and sell to J. D. W. Moore, Silas Richards and Peter Gartearter all residents of Montgomery County, in the State of Maryland, all that part of a tract of land called "Carderock" lying and being in Montgomery County in the State of Maryland and bounded as follows, to wit: beginning forty five (45) yards in, and from the end of the fourth line of a tract of land called "Carderock," sold to them by Thomas Dowling and wife, running South eight degrees East forty five yards, to the end of said line in the center of County Road; then running on fifth line bounding in the center of Road North 36¼ degrees East forty five yards; thence to the point of beginning, containing one quarter of an acre, more or less, in fee simple, to be held by them and their successors for the proper erecting of a house thereupon as a school house and house of worship, for the use of the colored people of this community and that we will warrant generally the property hereby bargained and sold against the claims of all persons claiming under us or our heirs, and will execute any other assurances as may be requisite for the further conveying of the above described property.

Witness our hands and seals the day and year first above written.

Test:

Rebecca J. Davidson

his  
Robert X Gibson {Seal}  
mark  
her  
Mary X Gibson {Seal}  
mark

State of Maryland, Montgomery County, to wit: I hereby certify that on this twenty sixth day of February, in the year eighteen hundred and eighty one, before me, the subscriber, a Justice of the Peace for Montgomery County, personally appeared Robert Gibson and Mary Gibson, his wife, they being known to me, and professing to be the party grantors to the foregoing deed or instrument of writing, and acknowledged the same to be their act and deed.

Robert G. Davidson, J.P.

Montgomery County Courthouse, Rockville, MD, Liber EBP 32, folio 81, recorded 4/21/1884.

At the request of John D. W. Moore, the following Deed was recorded the 21st day of April, A.D. 1884, to wit:

This Deed made this fifth day of April in the year of our Lord, one thousand, eight hundred and eighty four, by and between Charles Clagett and Mary Clagett of Prince George's County, in the State of Maryland, of the first part and John D. W. Moore of Montgomery County in said State of the other part. Witnesseth, that in consideration of one thousand seven hundred and forty one dollars and fifty cents to the said Charles Clagett in hand paid by the said John D. W. Moore at or before the sealing and delivery of these presents, the receipt of whereof is hereby acknowledged, the said Charles Clagett and Mary Clagett, his wife, do grant, bargain and sell unto the said John D. W. Moore his heirs and assigns in fee simple the following real estate, that is to say: All that part of a tract, piece or parcel of land, situate, lying and being in Montgomery County in the State of Maryland, being a part of a tract of land called "Carderock," or by whatever name the same may be called or known, near "Cabin John Bridge," adjoining the lands of the said J. D. W. Moore, Thomas Dowling and others, and being a part of the tract of land of which William Dowling was formerly seized, and which was conveyed to the said Charles Clagett by Joseph K. Roberts, Junior, Trustee, by Deed dated the second day of April A.D. 1884 and to be recorded among the Land Records of said County, the part thereof hereby intended to be conveyed being within the following metes and bounds, courses and distances, to wit: Beginning at a stone marked WA/55 standing at the end of a line of the land heretofore laid out for the "Washington Aqueduct," and running thence North 7° East 184-1/10 perches to the end of the 66th line of "Dowel's Park Resurveyed" as located by Archibald Orme, then with said line reversed with an allowance of 2¾ degrees for variation N 27½° W 46-6/10 perches to a stone planted at the beginning of that part of "Carderock" laid out for Anna A. Davidson, then with the given line of said part of said land reversed with the allowance aforesaid S 76° W 185¾ perches to the middle of the public road leading to the Chesapeake and Ohio Canal at "Fitzhugh's Landing," then down and with the middle of said road S 5½° E 12-1/10 perches, S 9¾° E 25-3/25 perches, then N 70¼° E 110 perches, S 14¼° E 22-11/25 perches to a small red elm, S 30½° E 9-2/25 perches, S 18¾° E 24 perches, S 6¼° W 18-2/25 perches to a maple standing at the head of a ravine; South 19½° East 30 perches, S 28½° E 38⅓ perches, S 16° W 45-4/25 perches to the line of the "Washington Aqueduct," then with said line S 86° E 14½ perches to a stone marked WA/54, still with said line S 65¼° E 13-11/25 perches to the place of the Beginning, containing ninety six and three fourths acres of land, exclusive of what is taken up by public roads. To Have and To Hold the aforesaid part of a tract, piece or parcel of land and premises, with the appurtenances unto him the said John D. W. Moore, his heirs and assigns forever in fee simple.

Witness our hands and seals.  
Test: James Harris

Charles Clagett {Seal}  
Mary Clagett {Seal}

State of Maryland, Prince George's County, Sct: I hereby certify, that on this fifth day of April in the year eighteen hundred and eighty four, before the subscriber, a Justice of the Peace of the said State, in and for said County, personally appeared Charles Clagett and Mary Clagett, his wife, and did each acknowledge the foregoing Deed to be their respective act.

James Harris, J.P.

State of Maryland, Prince George's County, Sct: I hereby certify, that James Harris, Esquire, before whom the annexed acknowledgements were made, and 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 County of Prince

George's, duly commissioned and sworn. In testimony whereof, I hereto set my hand and affix the seal of the Circuit Court for Prince George's County, this 5th day of April, A.D. 1884.

John W. Belt, Clerk of the  
Circuit Court for Prince George's County