

MARMION PAPERS
(typescript from microfilm)

See Printout or Reel 28 (1798-1846) and
Reel 29 (1847-1867) for additional data

SIZE OF HOUSE BUILT BY DR. N. MARMION

Length 35 ft 10 In Width 22 ft height 27 feet to the square

604 ft of Garret floor quartered 535 Do 166 Do	32	62 $\frac{1}{2}$
400 ft of secret nailed	14	00
397 ft of kitchen floor full width	7	94
543 ft 5 in of Pilasters with grounds	86	94 $\frac{3}{4}$
369 ft 1 in of Pannel Jambs	92	45 $\frac{3}{4}$
103 ft 8 in plain door Jambs	6	22
261 ft plain base	15	66
4 three pannel doors	8	00
4 one pannel Do	3	00
2 three pannel plain Do	3	00
3 closets with shelves	3	00
6 lights of transom sash circular	2	40
11 ft 9 inches of outside transom cornish	1	41
210 lights of sash 10 by 12	23	10
114 Do eight by ten	11	40
9 twelve light window frames	13	50
9 six pannel doors	36	00
2 eight Do	10	00
12 carpet cills	3	00
182 ft of plain architrave	14	88
2 plain mantles in garret	5	00
240 ft of inside sash beeds	4	80
5 twelve light dormer windows	30	00
4 window cils in garret	1	10
2 flights of stairs 33 steps and risers with ramp & knee	74	75
6 ft of handrail and bannister at head of stairs	1	50
2 3 light transom sash and rail	1	10
61 ft of skirting on stairs	4	88
5 six light window frames	4	51

the amount forwarded over

529 75

PROPERTY OF
HARPERS FERRY NATIONAL MONUMENT
HARPERS FERRY, W. VA.

House built by Dr N. Marmion, Cont.

the amount brought over	529.75
144 ft of open base and sur base	18.00
37 feet of open base	2.59
6 fifteen light window frames	10.50
1 mantle in parlour	12.00
1 Do in office	8.00
714 ft of stud partition	3.57
163 ft of <u>stiding</u> (?) in garret	81.81 $\frac{1}{2}$
2 steps and three risers at back door	1.50
1 porch in front of office	5.00
28 lintles	1.68
56 nose blocks	2.80
26 plint blocks	1.30
6 centres in fire hearth	3.00
53 ft 4 in of cornish in front of house	13.33 $\frac{1}{2}$
66 ft of large bord	3.96
10 pr of <u>varnition</u> blinds 1 Do double 5.00	61.00
1290 ft of roofframing, lathing and shingling	35.47 $\frac{1}{2}$
2010 ft of framing Joist	15.07 $\frac{1}{2}$
77 ft of base in kitchen	3.08
109 ft of stud partition	54.54 $\frac{1}{2}$
127 ft Do filled in	3.50
2 twelve light window frames	2.50
2 outside basemint door frames	3.00
2 inside Do	1.50
1 crane	2.00
473 ft 10 in of flooring and framing Joist	15.40
561 ft of porch ceiling	11.22
4 battin doors	5.00
35 ft of plain washboard on porch	1.40
98 ft of hand rail and bannisters on back porch	24.50
397 ft of Joist in kitchen	1.98 $\frac{1}{2}$
10 porch posts	7.50
	<u>812.47$\frac{1}{2}$</u>

House Built By Dr. N. Marmion, Con't.

	the amount brought up	\$812.47 $\frac{1}{2}$
551 ft of framing and wetherbording in smokehouse		12.39 $\frac{1}{2}$
192 ft of roofing and 32 ft of bargebord		7.19 $\frac{1}{2}$
1 door and frame		3.50
147 ft of facia (?) on back porch		11.76
11 steps and risers in cellar		5.50
614 yds of lathing and plastering		122.80
145 yds of Do in basemint		18.12 $\frac{1}{2}$
15 door lock and cupboard locks		24.65
2000 ft of plank and mantling		275.00
8000 joint shingles		40.00
114 lights of glass eight by ten and glasing		10.26
200 ten by twelve Do		27.30
650 .. of nails 25 pr door hinges 24 Do of blind hinges		66.50
367 yds of rufcasting		73.40
156 ft of tin spouting at 16 $\frac{2}{3}$ per foot		29.25
3 heads hooks and straps topspouting		5...
1 privee and 1 pump in cistern		29.00
56 nose blocks for turned head of pilaster in house		5.60
6 Do for dormer windows		.60
11 newel posts turned 1 frees rail 2 trials (?) for mantle		8.00
12 pair of window boultz and Chair put on 2nd part not on		10.00
4 ruff frames for.....for glass		2.00
10 knees for collums for porch		6.25
to painting and including paint		150.00
		<u>1747.31</u>

This includes all the materials and work upon dwelling and smoke house except the walls.

DEPOSITION OF EDWARD HARDING

The deposition of Edward Harding of Harpers Ferry taken at the office of Gerard B. Wager. Edward Harding being duly sworn deposeth and saith: I am a stone mason by trade and in or about 1829 I put up the walls of a stone house at Harpers Ferry for Dr. Marmion. I ~~XXXXX~~ flaired all the windows in the house except those in his office. In relation to these one was not flaired because it was near the chimney and I thought it would make a stronger job square. As to the other I think it was flaired but as to this I am not certain. One of the causes of my thinking that the window next the Potomac was flaired is that Dr. M. seemed very desirous to have all flaired. It is likely that in order to preserve an appearance of uniformity I did not give the last mentioned window the same flair the others had. And further this deponent saith not. Edw. Harding

The doocrs were double worked instead.

BILL FOR FIRST STORY OF HOUSE BEING BUILT BY DR MARMION- n. d. (1829?)

A bill of work for the first story

The flooring of the large room and passage quartered tongued and grooved secret nailed (say 1115)	\$ 12.00
The flooring of small room, quartered etc (say 166)	13.40
Pannel jambs in the windows of large room (No. 4) each window eight pannels & pannel jamb casing for the windows of smaller room (No 2) each window 3 pannels	81.00
Double architraves & mouldings as on the Graham's brick house (say 96 ft for all the 15 light windows)	7.68
The base necessary for this story and the surbase for do each (say) 160 ft equal to Mr. Graham's house as above the former 6.40 the latter 11.20	17.60
Double architraves and moulding for the doors with plenth (?) blocks (say) 161 equal to Mr. Graham's	8.08
Pannel jamb casing for the outer doors as in Mr. Graham's, (No. 3) estimated at 95 ft.	9.00
One Press similar to that in Mr. Graham's brick house	7.00
Two mantel pieces each equal to the best in the Dunn house	16.00
Two eight pannel doors double work Six six pannel do double work	
One six pannel do single work with sills for all the outer ones & hanging & fitting all	27.00
One stair case ramp & hall with open string & risers banister hand-rail brackets &c & 34 steps equal to that of Ch. T. Coons	34.00
Transom sash (No. 2) that for the front passage abt like Mr. Garry's front door fitted in & finished	2.00

A bill of work for the second story

All the base & surbase necessary equal to that in Mr. Graham's brick house eastern end, each say 160 ft	13.00
Plain jamb casing for all the windows with double mouldings if required	8.00
One brick in this story same as below.	6.00
Quartered flooring for this story tongued and grooved say +76 ft	13.37
Two mantel pieces each equal to Mr. O'Byrne's best	10.00
Jamb casing &c for the doors with architraves &c mouldings plenth blocks &c to correspond with the windows	4.76

A bill of work for the garret

Quartered flooring for the whole garret same as in the Graham garret rough outside the studding with all the necessary studding & 2 enclosures in same with 2 small doors	13.50
Base for same as in Graham's (say) 1112 feet	3.36
.....doors & hanging same as may be required	2.00

Bill of work for the Garret- (1829)- Cont.

Garret

528 feet of flooring quartered
6 dormant windows (sic)
126-8 cornice
16 feet washboard
64 feet partition
164 do of studding
34 feet of plain jambs
154 do single architraves
2 plain mantelpieces
2nd floor
627 feet quartered flooring
176 do base 176 do surbase
..22 feet double faced architraves
..34 ft plain door jambs rabbitted
.5 ft 6 inches pannel jambs
... Partition
2 Mantle pieces
Stair case ramp & knee with opened string&brackets with 18 steps & risers
1st floor
.627 feet quartered flooring secret nailed
176 do base 176 do surbase
134 do double faced architrave
.9 do pannel door jambs
...do door sills
....feet import moulding to front door
....to do.
.....feet partition
.....mantel pieces
stair case
.....pannel doors 68 pannels
..... lights sash 11X12
Kitchen
.....feet flooring
.....base
..... batten doors
.....architrave
.....winding stairs

- Foley admits in his measurements what (he) swore against as to flooring- Charged full price for unfinished stairs-Did not Lathorn measure turn the window jambs. Foley claimed in flooring not case nor architraves left out, nor chpboards- answers about the jambs all square. Price of mantel shows the risk of changing- Mr. Hiett (?) in the price of flooring made an allowance for the flooring got out & restored not to have made what use he made of it. Mr. Chenowith had been chosen by Foley to bg with. He selected Lathorn him & then wd not examine him. Enquire of the court that grants liens sash strips in Lackhorn's bill- 1092 in Coon's 408¹/₂ Will prove the..... Mr. Foley must have known it. 389 feet Plastering in Coons 424 in Lathorn's ~~XXXXXX~~ 1375 feet partition in Lathorn's 1121¹/₂ in Coon's. 35 steps open newel in Coons 32 in other. Could be.....proved not framed.

Specifications for N. Marmion's house (1830)

.....;
..... casing for the windows of large room.....
..... eight pannels & pannel jamb
..... windows of small room (No 2) each..... pannels
Double faced architraves & mouldings as on the Graham's brick house for all the 15 light windows
The base and surbase necessary for this story as on Mr. Graham's house same story.
Double architraves & mouldings for the door with plenth blocks equal to Mr. Graham's house as above
Pannel Jamb casing for the outer doors as in Mr. Graham's (No. 3)
Two presses equal to those in Mr. Graham's house first floor
Two mantlepieces one equal to the best in Mr. Dunn's house the other equal to that in the dining room Mr. Graham's brick house
Two eight pannel doors double work sis six pannel Do double work one six pannel Do single work with sills for all the outer doors & hanging and fitting same
One staircase ramp & knee with brackets &c as in Mr. Coon's house.
Transom sash (No 2) that for the front door (passage) like Mr. Garry's & fitted & finished

Second Story

Base & surbase as in Mr. Graham's brick house same story end next the Shenandoah
Plain Jamb casing for all the windows double architraves and mouldings
Quartered flooring for this story ~~XXXX~~ tongued and grooved
Two mantle pieces equal to best in P. Byrnes' house
Jamb casing etc for the doors with architraves & mouldings plenth blocks &c to correspond with the windows
Quartered flooring for the whole garret tongue & grooved rough outside the studding with all the necessary studding & 2 enclosures in same with 2 small doors
Base for same as in Mr. Graham's house
2 Batton doors & hanging same as required
Casing for the garret windows
Five dormant windows equal to those in Mr. Graham's house
Carpet sticks for the whole house
Putting on locks & fastenings

BILL FOR MATERIALS AND WORK FOR HOUSE BUILT BY DR. MARMION (1829-1830-1831)

1827

The amount of Carpenters and Joiners work of house porches & smoke house
constructed

Nails 600 pds at 8 cts	\$45.00
Hinges &	10.50
Locks, 2 outside & 10 inside	.....
Cupboard Lock	.....
Shutter hinges 24 pr at 37 ¢ & screws	.....
1400 ft of lumber	200.00
Shingles 11 000 at \$4.50	.....
Glass 204 lights of 10 X 12	16.30
Do do 8 X 10	5.7-
Putty & glazing \$14.76	.....
156 feet of spouting	.....
1 heads to spouting	.....
Hooks	.....
Privy	.....
Cellar steps (18 in number)	.....
Six lights transom glass	.....
Painting including paints	.....
6 carpet sill omitted	.....
Plastering 614 yds at 20 cts	.....
Rough-casting 367 yds at 20 cts	73.40
Cistern pump	20.00
145 yds plastering in basement (one coat)	18.12 $\frac{1}{2}$
	<u>\$1639.8$\frac{1}{2}$</u>

We the subscribers having and the house built by
Dr. Marmion at H. F. Va do estimate it as stated in our bill above,
not having taken the masonry into consideration nor the.....
the prices being agreed on by us as belonging to the years 1829-
1830 & 1831

To Wm Anderson

1829

May 7th	To 72 yds umbrella silk 56½	(11th) Cash lent 25	
June 10	to one powder 25	(Aug 6th) 1 powder 25	(21st) 2 nails 20 70
Sept 21	1 p. nails 10	(Oct 14) 1 p do 10	(23rd) 1 p do 10 30
Dec 9	1 whetstone 10	(14th) 2 p brads 20	(21st) 13 p. nails 1.30 1.60
23rd	1 p assort. nails 20	(24th) 13 p. nails 1.30	1.50
24	2 pr hinges 40	2 8/12 dozen screws 28	68
1830			
Jan 27	1 pr mittens 50	15 p. brads 1.27½	(Feb 1st 10 p brads 2.63
Feb 5th	20 p. brads 1.70	(8th) 3 p. ditto 25½	2.10 nails @ 17 2.12
10th	1 m. Sprigs 33	(11th) 10 p. brads 85	(16th) 4 p. nails 24 1.52
16	2 p. nails 17	(17th) 4 p do 40½	(18th) paper sprigs 8 67½
19	1 p brads 8½	(23rd) 2 p. do 17	4 p. do 34 (25th) 5 p do 42½ 1.02
27	2 p brads 25½	(March 1st) 2 p do 17	(2nd) 2 p do 17 59½
March 10	6 p do 51	(11th) 8 p. do 68	1 m. 1 in sprigs 20 1.39
12	1 p nails 8½	(13th) 5 p brads 42½	1 p nails 8½ 59½
15	1 p. nails 8½	(16th) 2 p. do 17	(17th) 1 p. do 8½ (18th)
		2 p. brads 17	51
19	1 p. do 8½	(24th) 1 p. do 8½	1 p. wood nails 20 2 p brads 17 54½
25	1 p nails 8½	1 p. brads 8½	(26th) 1 m. sprigs 33 (27th)
		2 p. brads 17	67
April 1	2 p. brads 17	(2nd) 2 p. do 17	(7th) 1 m. sprigs 28
		(8th) 2 8/12 doz screws 17	89
9	2 pr butt hinges \$1.00	4 screws 3½	8 screws 9 1.12½
11	2 pr butt hinges 40	2 8/12 doz screws 27	16 screws 13 80
May 18	1 doz ague powders 37½	(June 25) 4 pr butt hinges 80	1.17½
June 25	5 2/12 doz screws 42	2 cupboard locks 37½	2 bolts 20 99½
26th	2 screws 1½	1 doz do 6½	7 p casing brads 2½ 10.10½
	2 escutcheons 3	8/12 doz copper screws 7½	4 doz sprigs 63½
July 6	1 p Epsom Salts 12½	(22nd) Lent S. P. Grove 1.12½	1.25
Sept 21	1 phial lemmon seed 18 3/4	(Dec 6) 4½ yds linsey 2.81½	1.40
			<u>\$30. 3/4</u>

Cr.

B830

Apl 22 By Wm L. Smith

\$4.00

Nov. 23 By Taddock Butt

5.00

9.00

Errors Excepted

\$21.00 3/4

Fragment of Bill of Work for Dr. Marmion - n.d. (1829)

A bill of worke for Dr Marmion

floreing quartered for garet .....	.....
windows in front @ 6.00 each	.....
in back part of house @ 4.50	.....
for ... cornice at 20 cts per ft.	25.00
washboard in garret at 4 cts pr ft	4.64
* Potision at 50 cts p ft	.....
studing for garretat 50 cts p ft	.....
arcratrive (?) at 6 cts p ft	.....
mantles for garret at \$2.50 each	.....
quartered flooring on seckond floor	.....
.....at 6 p ft 176 ft of surbase	.....
...ft of doubel arcratrive* at 10cts p ft	22...
34 ft of plane dore jambs:rabited at 6 cts p ft	2.04
feet 6 pr of...jamps at 20 cts p ft	6.00
feet of potision at 50 cts p ft	7.50
2 mantles peses at \$10 dollars each	20.00
1 stare case ramp and with opened spring	
bracket with 18 steps and riseers at \$3 p ft	54.00
feet of quartered floreing secret naled at \$4 p ft	25.00
66 feet of base at 6 p. ft. 176 feet of surbase	22.8.
feet of doubel.....arcratrive at 10 cts p ft	23.2.
feet of pannel dore jambs at 20 cts p ft	19.80
68 ft of do of window jambs at 16 cts per ft	10.88
36 ft of plane dore jambs at 6 cts p ft	2.16
16 ft of dore sill at 25 cts p ft	4.00
6 ft of import molding to front dore at 50 cts p ft	3.00
4 feet of ~~XX~~ import to do at 8 cts	32
300 ft of patisian at 50 cts p ft	1.50
2 mantel peses at \$10 each	20.00
one stair case as above stated at \$3.00 p ft	4.00
342 lights of 10 X 12 at 11 cts p ft	

cratrive at 4 cts p ft
flight of winding stairs

\$556.41

* Partition(?)

** Archatrive (?)

R 28, V. 4, p 336

EXCERPT FROM LETTER, EDW HUGHES TO N. MARMION June 6, 1830

"- and what your prospects are for settling yourself now that you have got the new house....."

R 28, V 4, p. 363 -B

Receipt, James Gallaher to Nicholas Marmion, Plastering

Recd August 18th 1830 five dollars 36 $\frac{1}{2}$ cents from Dr. N. Marmion on acc of the plastering of his house. James Gallaher

R 28, V 4, p. 363-C

Recd October 21st 1830 of N. Marmion Two dollars eighteen and a half cents. James Gallaher

R 28, V 4, p. 363-D

Rec'd October 21st 1830 of N. Marmion four dollars 44/100 acc of plastering his house. James Gallaher

R 28, V 4, p. 363-G

Red'd August 18th 1830 from N. Marmion five dollars on acc of plastering his house. James Gallaher

R 28, V 4, p. 363-I

Rec'd June 19th 1830 from N. Marmion five dollars on acc of plastering done to his house. James Gallaher

R 28, V 4, p. 365-C

Rec'd May 29th 1830 from N. Marmion five dollars on acc of plastering done to his house. James Gallaher

R 28, V 4, p. 365-F

Rec'd March 17th 1830 ten dollars on acc of plastering of Dr. N. Marmion's house. James Gallaher

R 28, V 4, p 365-G

Mr. Marmion I think to do justice to yourself and others you would pay Mitchell for the work he done at your house at least if others should suffer. to save trouble I wish you so to do. April 10 1830 James Gallaher

DOCT N MARMION - 1830 - TO MICHAEL FOLEY

To 1815 feet quartered flooring @ 2.50	45.37 $\frac{1}{2}$
424 " Pilasters & Architraves @ 18	46.32
171 " plain Jamb casing @ 8	13.68
84 " window jambs @ 8	6.72 $\frac{1}{2}$
" 3 setts Door jambs @ \$5 per sett	15.00
300 feet base @ 6	18.00
1375 " partition @ 50¢	6.87 $\frac{1}{2}$
5 Mantle pieces ea 1/12.00 2/7.50 1/5.00 1/2.50	34.50
9 six-pannelled Doors Double worked @ 67c	36.18
2 Clothes presses 1/8.50 1/4.50	16.00
324 lights of sash @ 8	25.92
1092 feet sash ~~XXXXX~~ strips @ 1	10.96
32 steps open newel stairs @ 2.25	72.00
11 steps in kitchen @ 50 Do	5.50
Putting in 17 collar beams @ 10c	1.70
120 feet base in kitchen @ 4	4.80
6 centres and--- fire hearths @ 75	4.50
214 feet plain architraves & moulding @ 8	17.12 $\frac{1}{2}$
28 " Plain Door Jambs @ 5	1.40
96 " Jambs Do Double rabbitted @ 8	4.68
3 Batten doors 1.25	3.75
Putting on 10 knob locks @ 25	2.50
.....sticks @ 12 $\frac{1}{2}$	1.37 $\frac{1}{2}$
.....ing 5 dorment windows @ 1.	5.00
.....end windows @ ~~XX~~ 25	1.00
.....feet surbase @ 10	5.20
	<u>447.94</u>
Deduct for extra work on stand & steps	16.00
	<u>431.94</u>
Credit	242.00
	<u>189.94</u>

MEMORANDUM OF THE MEASUREMENTS OF P.O. BYRNEY HOUSE

883 ft of Smooth flooring
708 ft of rough flooring
225 10" of Base
173 ft 8 of Surbase
293 ft of dormant windows Architraves etc
154 ft of jambs door & window casing
22 feet of plain casing without moulding
173 lights of sash
7 pannel doors
30 steps of stairs
523 ft of Partition studded
4 window sills
20 door & window frames exclusive of front door
2 Batten doors
1576 feet of Joists
.....shingles nailed on
Framing & putting up rafters
Lathing for roof
3 mantle pieces
5 Cupboards
Pannel Jambs of front doors
2 porches
4 Carpet Strips
Locks put on

NICHOLAS MARMION TO EDWARD HARDING, DR. PAYMENT FOR WORK ON HOUSE May 27, 1831

To 294 perches of stone work at 1.00	294.00
To 46 Do of guard wall at 50¢	23.00
To extra for building chimneys	<u>50.00</u>
	367.00
Cr	
By cash pd George Harding	35.00
By Do to Lackey	50.00
" Do to self	10.00
" Do to Henry Coons	3.00
" Do to self	36.00
" Amt of Elias's work	<u>5.00</u>
" Amt of my medical acct 33.00	139.00
	<u>33.00</u>
	<u>172.00</u>
	195.00

Recd May 27th 1831 of N. Marmion
a Note for \$195.00 the above balance
Edward Harding

The within acct of \$195.00 & the note given E. Harding for the same amount is subject to reduction for plastering ~~as~~ Anderson's stone house was done Said by Edwrd Harden to be worth \$30.00 & subject also to reduction whatever may be the am't of my medical acc against Jno Lackey's estate who was a partner in the work. N. Marmion

R 28 V 4 p. 391

Rec'd July 20, 1831 of N. Marmion ten dollars on acc work done to his porch Samuel Trail

R 28 V 4 p 402-E

Rec'd July 4th & on one occasion before fifteen dollars from N. Marmion for work done on his house Maurice W. Baker

R 28 V 4 p. 402-G

Rec'd July 11th 1832 of N. Marmion a promissary note for twenty dollars dated as above payable six days after date which when paid will be in full of all claims for work or otherwise on said Marmion till date M. W. Baker

R 28 V 4 p. 402-H

Rec'd July 11th 1832 of N. Marmion my note payable to John Frame amounting to nineteen dollars 82/100 an order on brother L. D. for one dollar & a medical acct on Otho Baker receipted in my favour for two dollars 50/100 also a receipt on a medical acct due by me of five dollars.

The above are in part payment of my claim on said Marmion for work done to his house.

Recd also credit for two dollars 76/100 a balance of rent due on 1st April 1832. Maurice W. Baker

R 28 V 4 p 404-A

Dr Marmion Dr to M. W. Baker July 6 1832
to 70 feet of washboarding at 3 per feet
to casing a door and making a step
to ~~XXXXXX~~ proping porch & altering door
to putting in 8 lights of glass at 3 cts

2.10
1.25
.75
.24

4.34

R 28 V 4 p.404-B

Rec'd May 26th 1832 of N. Marmion five dollars on acc of work done to his house. Maurice W. Baker

R 28 V. 4 p.404-C

Rec'd July 11th 1832 of N. Marmion ten dollars in cash & a promissory note for twenty-one dollars 66/100 on acc of work done to his house. M. Baker

R 28 V 4 p. 404-D

Rec'd March 13th 1832 of N. Marmion two dollars on loan. M. W. Baker

McCABE TO MARMION- WORK NEEDED ON HOUSE

Harpers Ferry.....1832

Dear Sir

I do not wish to be troublesome as I am apprehensive I have been too much of recently but there is certain things which ought to be done and which ought to be understood between the best of man's friends, with this View I inquire if you will or will not immediately put Venetian blinds to the door stairs (at least) windows? Whether you are to close the porch leading to what you call the cistern? When will you level the back yard? Do you intend to make any improvement in the passage? The lumber about ought to be taken away and every other all to make it reasonable between man & man but especially between tenant and landlord

P. C. McCabe

There is several panes of glass out which I will have put in if you do not have it done forthwith. P. C. McCabe

CASE OF N. MARMION vs MICHAEL FOLEY -

The Deposition of Peter Coontz, taken at the office of Joseph S. Carson in Winchester before John Heishell Esq one of the Commonwealth justices of the peace for the Co of Frederick Monday June 30 1834 between the hours of 9 a.m. and 9 p.m. agreeably to notice and which is to be used as evidence on behalf of defdt in a suit now depending on the chancery side of the Circuit Superior Court of Law and Chancery for Jefferson Co in which N. Marmion is plntf and M. Foley is defndt.

Dept being first duly sworn now deposes and says

That he is a Carpenter by trade and has been engaged as an undertaker or master workman in that business for a number of years and that he believes himself to be well acquainted with his business and with the prices usually paid for house joiners work. That dept. happened to be in Charleston at the last term of the Jefferson Superior Court, when the suit at Common law between the parties to this suit related to the same subject matter which is the subject of litigation in this cause, was before the court. And dept. was then examined as a witness in relation to the diff. items of Foley's account. Dept thought the prices low, if the work was well done, and so testified. Since then (the trial aforesaid) dept at the request of Mr. Foley, together with John Hyatt of Harpers Ferry has measured and carefully calculated all the work said to have been done by him, Foley, in the house of Dr. Marmion, and has made out a bill which is hereto annexed marked "A", in which the quantity of work done and the prices are particularly marked. The work was done as well as usual and the prices are low, indeed

much lower than dept would have been willing to do such work for or had been in the habit of receiving. The work looked well but it had been done several years and it could not be expected to look as well as if it were new. During the progress of the trial of Common law before referred to, dept remarked to James Chenowith, who had been examined as a witness in the same cause, that from his manner in giving his evidence this dept thought that he and Foley was not friends. Mr. Chenowith answered that "they were not friends, that Foley was running away with all the work, did it badly and wished to let no one live but himself, and therefore they were not friends.

And fur saith not

Peter Coontz

MR N. MARMION TO MICHAEL FOLEY Do 1834

To 406 ft 4 in kitchen floor & joists at 9	6.09
" 253 ft of plain base at 6	15.18
" 11.27 ftof stud partition 6 sf	6.73
" 165 ft 10 in of single architrave casings	10.70
" 2 window sills 2 ft wide at $3\frac{1}{2}$ ft long at $1\frac{1}{6}$	..50
" 1 Do 18 inch wide & $3\frac{1}{2}$ ft long at $1\frac{1}{6}$	25
" making 1 kitchen cupboard with double doors pannel and 4 shelves	5.00
" 36 ft 4 in of jamb casing 4 in wide at 4 c	1.44
" 11 Carpet sills, 12..	1.38
" 1 pr Kitchen stairs with 11 steps @ $4\frac{1}{6}$	8.25
" 1 Batton door with 4 lights of sash in 10 by 12	1.50
" 108 lights of sash 8 by 10 @ 8 per light	8.64
" 1485 ft of gd flooring at 15/	37.12 $\frac{1}{2}$
" 2 door sills 18 in wide & 37" long at	.75
" 268 $\frac{1}{2}$ ft of rough flooring @ 9/	4.02
" 79 ft of window jamb @ 4 c	3.16
" 3 pannels of back door jamb casing	2.50
" 11 pannels of front door jamb casing @ 34ϕ	3.74
" 57 ft of base & surbase @ 12 c. per	7.12
" 16 pannels of window jamb casing @ $3\frac{1}{4}$ c	5.44
" 389 ft 4 in of open polaster with ground @ 17	62.19
" 145 feet of plain jamb casing 11 in wide @ 10 c	14.55
" Making 2 flights of stairs with 35 steps with ramp handrail at 3.74 per step	78.75
" 84 $\frac{1}{2}$ ft of Open base at 6 $\frac{1}{2}$	5.49
" 79 $\frac{1}{2}$ ft of jam Casing Rabitted @ 10c	7.95
" Making 3 mantle pieces up stairs @	9.00
" Do 1 Cupboard upstairs with double doors & six shelves	11.00
" 408 ft of sash strip @	3.25
" 198 Lights of sash 10 by 12 @ 10c/	19.80
" 2 transoms over front door	1.00
	361.91 $\frac{1}{2}$

Amt brought over 381.90 $\frac{1}{2}$ (stet)

To 3 panels of back door	2.50
" 3 small steps to go in back room	2.25
" Trimming for hearths $4\frac{1}{6}$	4.50
" Do for the trimming of the stairs	2.50
" 8 ft 5 in of handrail & bannisters at the head of stairs	3.00
25 ft of plain window sills 10 $\frac{1}{2}$ in wide	2.20
325 ft of collar beam	3.25
2 mantle pieces in the garret @	6.00
324 feet of single architrave casing got out but not put up at half price	10.53
Getting out stuff for one cupboard & not put up	5.00
8 six pannel doors double worked 2 in thick @ 4ϕ	32.00
1 eight pannel door Do Do Do	4.50
2 Batton Doors and hanging at $7\frac{1}{6}$	2.50
	440.66 $\frac{1}{2}$

June 7th 1834 This day we do certify that the above measurement is correct as far as is stated. Peter Coontz John Hyatt

CASE OF N. MARMION vs MICHAEL FOLEY

Hiram Kearney being sworn deposed and saith.....that he was at work doing some work about the house of Dr. Marmion and was called upon to cut down some jambs in the room now occupied by Dr. M as an office and when he went in discovered that there was pannel jamb in the windows, seemed to be finished, but did not observe particularly whether the moulding was on or not they were square jambs. The jamb casing was there too. Mr. Foley laid it off and sent the jambs and find Dr. Marmion charged on my book with flaring two window jambs. My impression is that both windows were flaired. There was also a window frame on the 3rd story which I cut down to the floor so as to make a door leading onto the porch.

Int. Ex. Have we settled for the flairing of these jambs?

Answr. No we have not settled.

And further this depts saith not. Hiram Carney

CASE OF N. MARMION vs MICHAEL FOLEY

The depositions of Thos I. Cruzen & Hiram Kenney of lawful age taken before me one of the justices of the peace in and for the County of Jefferson in the State of Virginia at the office of G. B. Wager at Harpers Ferry on the 5th day of July 1836. Between the hours of 9 o'Clock a.m. and 9 o'Clock P.M., to be read as evidence in a certain suit now pending in the Circuit Superior Court of Jefferson between N. Marmion Pltf and M. Foley Deft. Present N. Marmion and M. Foley.

Thos. A. Cruzen being duly sworn deposeth and saith that he is not a professed carpenter but he has done a good deal of work at the business. First Lashorn worked for Mr. ~~XXXXXX~~ and Mr. Lyford on that house; helped them to make all the frames in that house with the exception of the front door on the outside of the house, Also to put on the ^{roof} ~~XXX~~ and the cornice that is all the work that I recall that Mr. Lashorn did except a batten door and then I left Mr. Lashorn and commenced work with Mr. Foley at the same time. Mr Foley laid all the flooring in the house; the big room was all rough flooring as well as he recollects; thinks it was not quartered; There was more quartered flooring got out than was need. Knows not the quartering nor whether it was done by Dr, M's direct. Mr. Foley made all the sash, sash strips, mantle-pieces, five in number. Made also 9 pannel doors cased & finished then. Thinks Mr. Foley did not finish the house, did not do so at least while he was with him. He did all the architrives and pilasters about the house except those in the big room and about them he does not recollect. Plain jamb casing of the doors and windows was also done by him. Recollects also three set of door pannel jambs. There was gotten out and put in 2 sets of square window jambs. Casing was got out but not put up that I recollect of.

The Dr came up afterwards and I think said they did not look well on account of their being square. The Dr. said they did not look well and that he would pay for new ones that was flaired or that he had rather pay for them and which I do not remember. These were pannel jambs. One of the walls was not flaired enough to receive flaired jambs and he does not recollect whether the other wall flaired or not. Both these windows were in the same room. Mr. Foley could not have put in flaired jambs in both windows without an alteration. Does not think it would have been a work~~man~~like job to have put one flaired and one square jamb in the same room. The wall of one of the windows was afterwards altered so as to enable Mr. Foley to put up plain jambs. Does not recollect whether both were altered or not. Single architrives were gotten out but knows not the quantity (for the doors and windows) whether enough for all he does not know nor does he know whether they were used in the house but they were not used in the part for which they were gotten out; they were too narrow to receive pilasters; does not know by whose direction this change was made. Plain architrives and plain pilasters were afterwards used & are now in the house. Mr. Foley altered the framing of the stairway, moved the trimmen back, cut off joists, mottised and fitted them. Dr. Marmion admits that two presses were made by Foley, one in the kitchen and one in the large room 2nd floor.

Question first by pltf Who were the hands employed by Mr. Foley at N. Marmion's house?

Answr. New. J. Stephenson and 2 apprentices

2nd Question Did you consider Mr. Stephenson a workman?

Answr. I did consider him a first rate workman

3rd Will you please state what was your own wages and what the wages of Stephenson, if you know.

Answr. My own was ten dollars a month and found. Commenced he believes in January and ended 1st April

Fourth Question. Are you positive as to all the window strip if not as to what part of them.

Answr. I am positive of all except the big room.

5th Did plntf say in regard to the pannels in plntf's office they must come out if I should have to pay for them over again?

Answr. Yes, something ~~XXXXXX~~ similar to that.

6th. Did you say at the trial at law and do you now say that you made some pieces of work 3 or 4 times over at Mr. Foley's bidding?

Answr. I think I stated at Court that I made and took down some pieces of
(stet) three or four times over Mr. F being particular before I could please him he allowed it was not well done.

7th Might it not for the sake of light be desirable to have one window flaired if the other did not exactly correspond?

Answr-- I should think not.

8th Do you recollect at what stage of the work the single architraves were made and were there made more than enough for the work done by Mr. Foley in the garret and cellar?

Answr. I am not able to say as to the time, the quantity nor the quality. Believes there was a turned head on them.

9th Do you know anything of the quality of the work done put up and left there by Mr. Foley?

10th. I should say the quality of the work generally is pretty good. A transom sash he made himself is not good.

Quest. by Dept. Were the hands employed in the house competent to do good work with Mr. Foley's supervision?

Answer: I should think they were competent to do good work, provided Mr. Foley should lay off the drafts and direct them. Mr. Foley or his brother were one of them there nearly every day and sometimes 2 or 3 times a day, sometimes they worked with us.

Quest. by Dept. State if any part of the work suffered for want of Mr. Foley's attention?

Answr. I think on one occasion I made some mistake for want of Mr. Foley's attention but when he came it was corrected besides the transom sash before mentioned.

Question by same- What is the size of the house?

Answr. I measured one side and one cut with a rule, as near as I could come at it, it measured 35 ft 9 inches on the lower side on the basement story & 22~~ft~~^{ft} 4 in on the upper gable.

STABLE ON HALL'S ISLAND

Articles of agreement made and entered into this 20th day of April 1835 between Francis Addlesberger of the County of Jefferson and State of Virginia of the one part, and Nicholas Marmion of the county and state aforesaid of the other part. Witnesseth that the said F. Addelberger on his part has sold to the said N. Marmion his right and title to a certain stable situated upon Captain Hall's Island, for and in consideration of which the said N. Marmion on his part agrees to pay to the said F. Addelsberger the sum of seventy dollars, to be paid in the following manner, viz: One third in hand, one third in four months, and the balance in eight months from the day of sale. In witness whereof the parties have hereunto set their hands and seals the day and date first above written. Francis Addelsberger N. Marmion Test: Francis Fitzsimmons

Rcvd payment in full & of all other claims to date. Francis Addelsberger
April 23rd 1835

R 28 V 6 p. 555

HENRY KROUT FROM DR. N. MARMION, Payment for Work on House

1836 Dr. N. Marmion to Henry Krout

To 50 feet of washboard 4 cts a feet	\$2.00
Putting up a callar beam	.50
Mending floor	.50
1 hatchet	.75
To tairing part of house down	3.00
To one thousand seventy-three and a half feet frame	8.00
To planking up frame	2.00
To making and hanging rough door	.30
To repairing stabel	<u>1.50</u>
	18.55

Rcvd July 31st 1836 of N. Marmion payment in full of
the above. Henry Krout

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

R 28, V 7, p. 648

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

MYERS AND HYATT, EXAMINERS FOR N. MARMION'S HOUSE

The undersigned having examined and ed the house now occupied by
Dr. N. Marmion and built by him on the land of the United States at Harpers
Ferry and (set) price at two thousand three hundred dollars. Given under
our hand this 17th day of June 1839 Nath'l Myers John Hyatt

R 28 V 7 p.652- RE RENTAL OF HOUSE

Winchester April 16, 1839- Dr. N. Marmion, Dear Sir: In consequence of
the indisposition of wife it will be impossible for me to move at present.
Therefore you must not expect me to take your house. Yours Respectfully,
Squire Garmons

R28, V 7, p.655 - RE BUILDING MATERIALS

U. States to N. Marmion, Dr. 1839 Nov 13 - To hauling 4 loads of rough
mortar from Fersels shop to house. 14th To hauling 2 do in all respects
to plaster outside of the basement. To hauling pr David ~~KWKKKK~~ Lowry
8 loads of sand 2 loads of lime & 1 load of scaffold boards from wood-
yard 29 To $\frac{1}{2}$ oz Prussian blue to J. P. Kennedy to paint washboard.

G. WALCOTT TO COL LUCAS*

Ordinance Office Washington 1 July 1839

To Col. Edw. Lucas, Supt HF Armory- Sir- Yr letter of 21 ult. concerning the valuation of Doct Marmion's House has been received.

If this proceeding is consequent upon the instructions given to you, the last of which appears to have been given on the 18th Jan last- it would seem that the valuation has much exceeded what was expected. However, in order to bring the subject to a close, you are authorized to adjust it in the way proposed, viz: To pay \$2090 out of the appropriation as far as and the balance from rents.

As regards the wish of Dr. Marmion to rent the house you are at liberty to comply with his desire on his paying what you consider a fair rent, viz: five per cent on the cost of the building- The original lease to Doct. Marmion is enclosed herewith. Respectfully, I am yours- G. Talcott Lt. Col of Ord

R 28- V 7, p 666-668 - LUCAS TO BOMFORD RE MARMION HOUSE

Superintendent's Office, Harpers Ferry Armory, Jan 11th, 1839
Col. George Bomford, Ordnance Dept - Sir:

I beg leave in compliance with your instructions of July last, to submit the following report, in relation to Dr. Marmion's ~~XXXX~~ claim for improvements upon Public ground at this place.

In connection with which it is proper I should notice certain remarks of a personal character contained in Dr. Marmion's letter to Col. Mason, and by him referred to the Sec. of War.

He expressed surprise that I should have declined to accede to his proposition to unite with him in having his Improvements valued, stating that I did not possess the authority to do so or had been expressly prohibited from doing so "by an order from the Ordnance Dept." And without having called at my office to see the order, or make himself acquainted with the facts, he throws out the gratuitous insinuation that "I was capable of refusing a reasonable request" and that "my intention was to pay him just what I thought the Improvements worth"- in other words, less than the real value, as he seemed to apprehend.

He has also mentioned cases, where others were paid for Improvements, made by them upon public ground, without any authority, except the consent of Col. Stubblefield, the Supt., but he omitted to state that their improvements had been regularly valued, and the respective amounts appropriated by Congress, for payment thereof, while he, on the contrary, had probably declined to have his valued, previous to the appropriations being made- possibly holding back, with a view of securing a high interest upon his investment, in shape of rent, as others have done. For it is very probably had he come forward

R 28, V 7 p 666-668 Lucas to Bomford, Cont.

at the time, he might have had his improvements valued & recd the same measure of justice that was meted out to others.

He has likewise selected the cases of Phillip Coons getting \$3.500 and Wm. Graham's heirs getting \$ 4000 for their respective Improvements, and says that "he would not have it understood that in either case the Govmt is the looser- on the contrary he believes the houses cost "are worth more".

Even admitting they did cost that amount, it was too much, and they were worth considerably less at the time they were surrendered, being very much out of repair. In this opinion I am sustained by the valuation since~~d~~ made by three competent disinterested gentlemen, who were selected to value all the public houses at the Armory including these improvements. Besides, these individuals had paid no ground rent, & had held possession of the Improvements long enough, at the rents they would have commanded, to re-imburde them , in the amounts they had expended, in the erection of these Improvements, with interest thereon, and consequently doubled their money thus invested. (See my report of March 8, 1838, in Mrs. Stephenson's case.)

Dr. Marmion, as stated by himself, had entered into a written Lease, reserving ground rent of fifty cents a foot, & limiting the cost of the house to Twelve hundred dollars, the amount fixed by himself.

This Improvement, saying nothing of three other distinct lots, with a dwelling, two stables & a corn house, etc., held by Dr. Marmion, would have rented for at least \$200 a year, which in ten years, the time he has been in possession, would amount to \$2000- a sum equal to the cost of putting up the Improvements. To which should be added, the ground rent, which has never been paid, upon 35 feet front, at 50 cts, is \$175, or at \$3 a foot, its real value, is \$10.50

R 28, V 7 p 666-668 Lucas to Bomford, Cont.

which altogether may be said to amount to \$2,500 to \$3,000, a sum sufficient to reimburse the whole expenditure made by him under the said Lease.

But inasmuch as Dr. Marmion's case is not an isolated one, and as other property similarly situated has been paid for by estimating the value thereof at the time of surrender, & without deducting therefrom the customary ground rent, I would respectfully recommend that he should have the same measure of justice meted out to him, and be allowed Seventeen hundred dollars, the valuation put upon his House by the three gentlemen who as before stated valued the Govmt property at this Armory - without any deduction being made for ground rent. Which I think ought to satisfy Dr. Marmion, especially as he has⁴ forfeited his lease by failing to comply with its stipulations. There is an unexpended balance of the appropriation for paying off claims for houses built by private individuals on public land, of ^{it} \$1,595, which/~~XX~~would be ~~XXXX~~ well to apply to the discharge of this claim, it being the only one left to be settled.

I take occasion to say that Dr. Marmion is a highly respectable, intelligent gentleman, as well as a skillful and useful Physician, and as such, is as much entitled to be furnished a house at Armory rents, as any individual at this place. The lots upon which the dwelling, 2 stables & corn house stand, are not taken into the estimate, one of the lots on the Shenandoah is not wanted at present for the use of the Armory, and therefore there is no objection to its being occupied by Dr. Marmion- the others are needed.

I have the honor to be yr m ob svt Edw C. Lucas, Supt.

P. S. I have just found the lease which is herewith enclosed, together with papers originally referred to me. E. C. Lugas Supt

R 28, V 7, p 671- LUCAS TO MARMION- Offer to purchase House, Jan 11th, 1839
Superintendent's Office, Harpers Ferry Armory, Va, July 4th, 1839

Sir: I have been authorized by the Ordnance Dept to pay you two thousand and ninety dollars (\$2090.00) for the stone house & Improvements, erected by you upon public ground- that being the valuation as made by Messrs Myers & Hyatt, after deducting \$210.00 for ground rent. Upon your surrendering said House and improvements to the U. States, I am further authorized to rent you the premises for five per cent upon the valuation.

Very respectfully, Yr obt svt, Edw Lucas Jr, Supt.

R 28 V 7 p 708 - N. MARMION TO SCHOFIELD AND MAUZY- Building Materials

Nicholas Marmion To Schofield & Mauzy Dr. 1846

Apl 10-	To Sawing	607 ft Lumber @ 40c	\$2.40
" "	Do	460 ft Laths @ 20¢	.92
Aug 11	"	316 ft Yellow poplar @ 20¢	6.32
Decr 16	"	Sawing 95 ft Locust @ \$1.00	.95
1847			
Apl 6	"	90 ft Scantling @ 2c	1.80
July 3	"	185 ft Rafters @ 40c	.74
" "	"	63 ft Lumber @ 20	1.26
(Obliterated)			<u>26.28</u>
			40.70

R 28 V 7 p 714- Receipt

Nicholas Marmion to George Mauzy, Dr. 1842 - May 15
To amt. of Saw Mill a/c \$7.45

Recd of Geo Mauzy in sawing in 1840 & 1841 as paid & rect. seven dollars and 55/100 & in cash today five dollars on acc of medical services to his family. N. Marmion

R 28 V 7, p 715- Nicholas Marmion to Scholfield & Mauzy Dr

1840, Apl 13	For sawing	58 ps 11 ft 1X3 = 638 @ 20¢	\$ 1.28
" "	Do	6 " 18½ 2X4 = 74 @ 50¢	.37
May 10	"	Do 4 " 15 ft 1X6 30	
" "	"	Do 7 " 25 ft 1 X 12 = 175	
Nov. 15	"	Do = 156 = 361 @ 50	1.80
1841 Aug 23	"	Do 12 feet Lumber .2	.24
Nov 1	"	Do Soft Lumber @ 50	.40
Nov. 6	"	Do 1480 Laths & Scantling @ 20	2.96
Nov 9	"	Do Ripping Stuff	.50
			<u>7.55</u>

Recd pay in full Scholfield & Mauzy March 15, 1842

R28, V 8, p 798 RIDENOUR TO MARMION- Description of property

The following is a particular description of property described in deed from Ridenour to Marmion dated June 14, 45 recorded S 3 42
Lot 2 of the NW $\frac{1}{4}$ of Section 31 Tp 45 Range 5 East containing 83 48/100 acres

Also the SE frac $\frac{1}{4}$ (SE of Thomas Johnson) of Sec 25 Tp 45 Range 4 East containing 31 59/100 Acres adjoining the first above described tract
A certified copy of the deed (the above of which is a part) above referred to will cost \$1.25, fees to accompany the request as per rules of office.
Yrs etc Chas F. Joy, Recorder H A. Fuhr Chief Deputy

R 28 V 8 p 828 - JOHN HYATT- May 29, 1844

I hereby agree to move the house that David Lowerry now occupies back on the wall that is prepared for it and level the same house & shed together for the sum of ten dollars all other work exepted for B. D. Doran- John Hyatt

R 28 V 8, p 828- MEASUREMENT OF STONE WALLS FOR HYATT

15 ft X 30 ft by 20 inches = 750 feet

9 ft 9 " X 14 "4 by 20 inches = 213.4
963.4

Openings

2 Windows 4" 3 X 2"9 X 20 in = 39.4

1 Door 7"6 X 3"9 X 20 " = 82.4

To which add $\frac{1}{2}$ of Doran's Side = 881
and Chimney 426

25/ 1307 = 52 $\frac{1}{3}$ Perches

3 $\frac{1}{3}$
55 $\frac{2}{3}$ @ 50 \$27.83

The above measurement is believed to be correct- Mauzy - Dec 9 1843
Recd Payment from John Hyatt in Carpenters Bill - Ed Fitzpatrick

PROPERTY OF
HARPERS FERRY NATIONAL MONUMENT
HARPERS FERRY, W. VA.

R 28 V 9 pps 861-865 MARMION TO SYMINGTON re House

Harpers Ferry Dec 11th 1844

Major Symington Commanding H. F. Armory ~~XXXX~~

Sir:

In compliance with your call made some days ago I beg leave to state in regard to the house I occupy built several years ago on U. S. land at the place that instructions were sent by the ordnance officers in Washington to the then Superintendent Wm. Lucas in a letter dated Jan ---- 1839 to appoint a competent person on the part of the Government to unite with ----- I might appoint to appraise the property mentioned above. That in pursuance of the above order this ----- was made as directed by John Hyatt a House carpenter in the employment of the Government and often employed in the measuring and rating of work & by Nathaniel Myers of Charles Town also a house joiner of high standing as a mechanic & the result of their examination of the property was that it was worth \$2300.

The Superintendent agreeably to instructions embraced in the order from the Department referred to above reported the result to the Ordnance Office & was instructed by Col. Talcott in a letter dated July 1839 to pay to the undersigned the \$2300 minus the ground rent claimed from the date of the lease.

It may be well in this connexion to observe that Col. Lucas in assessing the rent in arrears charged me with 5 ft vacant between Mr. Anderson's and my house & essential to the comfort and usefulness of the porch as admitting light and air to it. It is presumed that the measurement was not made by Col. Lucas himself but by someone in his employ who charged it to me as it was within my enclosure.

R 28 V 9 pps 861-865 Marmion to Symington, Cont.

I would beg leave further to state that the Superintendent in pursuance of authority from the department actually took possession of the house under consideration and made sundry alterations with a view of laying it out more convenient as a dwelling & talked of allowing me to occupy it as authorized thereto by his department.

On the subject of ground rent reserved to the U. S. in the lease upon which I built I would take leave to observe that of all those in arrears for rent for locations of great value as compared with that on which my house stands no rent was demanded and that I have offered against the U. S. in medical att. or services to the late Major Broadus & his servants & in work materials supplied for the improvement of the property since the valuation.

My claim for these latter I am willing to waive on being released from the rent.

R 29 V 1 p 105 - RECEIPT FOR WORK ON PROPERTY - J. H. Jarboe

Doct N. Marmion to H. Jarboe

1841	To 1 $\frac{1}{2}$ Days Work at the little house in Bolivar	1.87 $\frac{1}{2}$
	To 3 Days work pr self at Barn Boliver	3.75
1842	To 3 Days work for 2 hands at same Barn at 1.00	6.00
	To $\frac{1}{2}$ Days work with 4 hands at Piaser at 1.25	2.50
1843	To Recpt for work Done for Heller's heirs	36.72
1844	To framing 4 Doors at \$1.25	5.00
1846	To Ballance due James Jarboe	10.00
	To porch on Shenandoah	40.00
1848	To 8 Days work for John Lackey at 1.00	8.00
	To 11 Days per self 1.25	13.75
	To 6 Days for Washington at 50	3.00
	To Mending Sash at 25	.25
	To $\frac{1}{2}$ Days work for Cox	.62 $\frac{1}{2}$
		<u>131.47</u>

R 29 V 2 p. 118 GEO W COX - Receipt for work - see R 29 V 13, 1346

Amounts Carried forward	\$493.37
Lumber furnished from lumber yd	3.95
Lumber furnished from shop	2.08
.....Child	4.00
.....	6.00
	<u>509.34</u>
	103.88
	<u>613.22</u>
	7.52 $\frac{3}{4}$
	<u>620.76 $\frac{3}{4}$</u>
	439.36
	<u>\$181.38</u>

Rec'd April 7th 1849 of N. Marmion his promissory note for one hundred and eighty-one dollars thirty eight cents, being the ballance from a settlement to be due to me for Carpenter work done on his house on Shenandoah Street without refference in the pricing of the work to a contract between us for the said work, mislaid by N. Marmion and to the benefit of which either party will be entitled should it be found, as also for work done without contraet for his house in Union Street in Bolliver. Geo W. Cox

R 29 V 2 P 149 GEO B. STEPHENSON TO DR N. MARMION- Rent Receipt

Dr. Nicholas Marmion to Geo B. Stephenson Dr.

To 2 Quarters rent of house, from Oct 1/49
to April 1/49

By cash

Bal Due

\$47.50
35.00
12.50

May 23rd 1849 Recd Payment. Geo B. Stephenson

R 29 V 2 P 195 - HOUSES PURCHASED AT U. S. SALE

Recd of Mr. Nicholas Marmion Thirty Eight Dollars and Sixty five cents in
full for houses purchased at the Sale of the U. States
July 26th 1850 \$38.65 Geo Koonce Auctioneer

R 29 V 3, p. 219 ALEXANDER NEIL- Receipt for Cash payment on land

Hagerstown, April 24th 1850

N. Marmion Esq. Dear Sir: I am in receipt of your letter of the 22nd Inst
covering Two hundred & fifteen Dollars with directions to apply the same to
your notes ----- for your purchase of part of the Antietam estate, which
is applied as follows:

One Note dated Sept 15, 1848	\$70.27	
Int 1 yr 7 mo & 9 Ds	6.76	
One Note dated Sept 15, 1848	35.14	
Int 1 yr 7 mo & 9 Ds	3.38	
One Note dated Decr 18 1848	63.20	
Int 1 yr 4 mo & 6 Ds	<u>5.10</u>	\$183.85

The above Notes I now enclose you and have placed a credit of \$131.15 on
your note due April 1st 1850 with interest from Decr 18 1848 \$215.00

Should you at any time before your other note matures wish to pay them
and secure your deeds you will apply to Mr. O'Neal the surveyor to prepare
them & forward them on to the trustees for execution, who will when completed
return them to me for delivery. Very respectfully Alex. Neil
Mr. O'Neal resides in Frederick City Md.

R 29 V 3, Pps 300-301 PATRICK HAGAN TO N. MARMION re building of house
Grofton, October 11th 1851

Dr. Marmion - D Sir the said Shephards & Phillips has contracted with
me to build that house 29 feet long 18 wide & $2\frac{1}{2}$ Story high, the whole to
be eighteen feet in height and all that. I wish them to build above the 18
feet. I was to pay them in proportion that is according to what I agreed with
them for the $2\frac{1}{2}$ story. Which was the Sum of \$87.00. And also they are bound
to clean out the remaining dirt that was in the cellar when they commenced
the building & also they were bound to quarry stone ~~XXXXX~~ sufficient for
the work and to find their own attender (?) Also for the sum above men-
tioned the work was to be done in a workmanlike manner. I had on my part
of the agreement to furnish a horse and cart and driver to haul the stone
and also I furnished the lime and sand and water (that is if it could not be
got on the lot) The above is a true copy of our agreement Witnessed by Mr.
H. Jarboe. You inform me you have asked him to do the work & he has refused
to comply. I am at liberty now to tell you to get the work done by any
person whom you may consider capable. Phillips & Shephard understood from
me that they were not to have any money for the work that is to do now
until it was finally completed. That was an understanding that we parted on
in the presence of Edward Tearney but as long as you have asked him and him
refused they can have no claim or claw against (us). But I think I can
have some against him- Such arrangement of prices as he mentioned to you
is not in our agreement whatever. I would be very glad if you can forward
the building as well as you can so we will get the roof on it in this
present month.

R 29 V 3 Pps 300-301 PATRICK HAGAN TO N. MARMION cont.

D. Sir you will please see Mr. Jarboe and get a Bill of the quantity and quality of shingles which the building will require. It is likely I will move up there the first of next month as soon as the Mason work will be done. Let me know & I will forward you the pay. You will please make them get out what stone the building may require before they commence to hiall. You will attend to this whatever way you think best.

No more but I remain yr Friend Patrick Hagan

R 29 V 4, p 337 P. HAGAN TO MARMION- re building

Near Haymarket Nov 15 1852

Dr. Marmion Dear Sir: I received you letter which gave me great satisfaction to hear from you. You know that I am satisfied with anything you suggest concerning the building. However, I would be glad if you would get some good Carpenter to undertake the completion of Jarbor's contract. That is all the work that Jarbor failed in complying with agreeable to his contract. Also you will please find out what they will do the said portion of the work for in a workmanlike manner. Let me know before you agree with anyone what they will do it for & the cash is to be paid on the completion of the work. I also want to get that fence made between Snidwin's and myself. You will please give a little of your attention to upon Ringer. He has my mare & she has earned as much before the work is completed as would pay for the work & he has also taken laths from my building without my knowledge or consent Before has completed my work. I would take no notice of all this providing he had done the work. You will please give your notice to all this. You will please get some man to make & put in the windows at any rate (if they are not made) I would be glad if you would get Mr. Garlow to finish the work that is if you have not employed any person else particular. If you cannot obtain lumber in the Ferry you will please write to me the quantity & length & I will get the stuff already dressed. Yours respectfully P. Hagan

R 29 V 6, p558 - C. WATE ~~XXXXXXXXXX~~ - Re rents to Dr. Marmion

Near Milwaukee, Spt 13, 1855

Dear Sir:

Last Monday I sent a draft to Dr. Marmion by mail for thirty dollars on the American Exchange Bank, N. Y. City, from the Farmers and Millers Bank of Milwaukee. I registered the letter at the Milwaukee post-office, in order to its greater safety. I have a receipt for the letter in my pocket from the Milwaukee postmaster. I wish you to inquire of Dr. Marmion whether he received the letter with the draft enclosed. If he did not, then he need only to apply to the postmaster at Harpers Ferry in order to have inquiries made by him of the Milwaukee Postmaster, in whose Register the letter is recorded. He, or his clerk, saw the draft put in his presence, and he also sealed the letter.

I sent to Dr. Marmion another draft about a month ago for forty dollars on the Continental Bank, N. Y. City, from the Bank of Commerce, Milwaukee, and five dollars in bank notes in another letter. Will you have the kindness to ask him if he received that draft and the five dollars money.

I have now paid Dr. Marmion one hundred dollars for rent within fifty cents. This is exclusive of the first two months I occupied his room. That rent, six dollars, was paid the same Spring it became due. The payments were made in the following order:

Paid at Harpers Ferry to Mrs. Marmion	\$4.50
Sent by mail from Santago Post Office, Huron County, Ohio	5.00
Sent by mail from Bardstown, Ky	5.00
Sent by mail from Lebanon, Ky	10.00
The two Drafts and five dollars alluded to above	<u>75.00</u>
	\$99.50

Yours respectfully C. Wate

R 29, V 6, p. 582 N. MARMION, EXECR, -requires possession of Walsh Bldg

Messrs Walsh & Bros

You are hereby notified that I will require possession of the store room and cellar and of the east end of the rough cut stone house in the rear of the store now occupied by you on 1st April 1856. N. Marmion, Execr of R. D. Doran - Dec 31st, 1856

Mrs. Benjamin Stipes

You are hereby notified that I will require possession of the ~~XXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXX~~ dwelling over the store room of Walsh and Bros now occupied by you on 1st April 1856 N. Marmion Execr of R. D. Doran Dec. 31st 1856

R 29 V 6, p 600 N. MARMION, EXECR , Itemized bill for House Repairs

Doct. N. Marmion to John Barnett Dr.

As Admr of Estate of Wm. McGraw Deceased

Pr glazeing 44 lights sash @ 3 cts per light	\$ 1.32
Repairing 5 flights sash @ 12 $\frac{1}{2}$ sash	.62 $\frac{1}{2}$
fitting in and striping sash 4 windows @ 12 $\frac{1}{2}$	.50
6 ft architrave per door @ 4 cts profit	.24
1 lock put on back door	.25
repairing steps in basement	.37 $\frac{1}{2}$
repairing upper stairs	.75
repairing joist and floor in basement	.50
repairing upper stairs	.75
6 outside steps double width.....@ 50 cts	3.00
1 ground sill per same	.25
68 feet Bar Ballisters @ 2 cts per foot	1.26
1 broad window sill in basement	.25
2 carpet sills @ 12 $\frac{1}{2}$ each	.25
repairing and hanging doors in basement	.37 $\frac{1}{2}$
1 pair butt hinges and screws	.18 $\frac{3}{4}$
hanging partition doors	.25
puting on one thumb latch	.12 $\frac{1}{2}$
patching and repairing wetherboarding outside	1.00
	Amt 11.60 $\frac{3}{4}$

Oct 29th 1856

Recd payment on within in full \$11.60 John Barnett

The claims referred to in my testimony were placed in our hands in February 1867 and were as follows:

Dr. N. Marmion's bond to W. J. Stephens for	\$319.00
Dated March 28, 1860, at one day	
Same to same dated April 7, 49 1 day &	
credited Feb. 7th 1867. \$33.97 bal. due Dr. Marmion	
on settlement of acct.	58.09
Same to same due bill Dec. 30th, 47	13.67
N. Marmion's bond to A. S. Stephens	164.80
date July 25, 1855. 60 days Int. from date	14.75
June 12, 1866. By cash sent Mrs. L. E. Stephens in Frederick	100.00
W. J. Stephens acct vs W. V. Marmion from Aug 3, 1860	
to Aug 23. Balance	64.56
H. W. Clowe's bond from Feb 4, 1861	135.93
W. G. North Bond dated Sept 28, 1860 6 mos.	20.90
Same due bill to same Nov. 6, 1860	4.00
W. J. Stephens acct vs ---- Johnson Oct 27 1860	21.00
S. H. Woody Bond to W. J. Stephens for	123.82
date Nov. 13, 1866 at 12 mos with interest	
Geo. W. Cox bond to W. J. Stephens	101.30
date Feb 8, 1853, one day, credits July 23/53 \$6.50	
Geo W. Cox bond to W. J. Stephens	
Nov 19, '55, \$5.38 Dec 19th '60 \$2.69 Sept 20, '65 \$38.50	
& Decr 14 1866 \$63.74 leaving little due	
Geo W. Cox Bond to A. S. Stephens dated January 18 1838	
30 days with interest	37.75
Geo W. Cox Bond to same	13.37
dated Feby 6 1854 one day	22.50
Same to W. J. Stephens Admr.	14.65
Dated Aug 30 1856 one day	
W. J. Stephens acc vs. Wm. Lucas Jr	61.04
Same acct vs Wm Lucas Sr	200.73
Dated Novr 23, 1861	
D & W McSherry bond assigned by S. H. Turner to Hopkins	25.87
date June 9th 1860 at one day	
credit \$4.39 Feb 1st 1861	
W. McSherry's bond to W. J. S. May 1st 1857	29.38
Credits January 12, '58 \$3.50 Wood	
" 15, " 3.00 Wood	
September 24 1859 \$10.00 Cash	
Wm. McSherry's Bond to Israel Russell	
& assigned date October 6/59 12 mos with Interest	74.45
Credit Oct 15, 1858	31.34
Also on acct off A. S. Stephens vs Mrs. McGraw	4.37
due Oct 29/47	
On the notes of Dr. Marmion due to A. S. Stephens	
as collected from him 1868 Nov. 14, Cash \$7.50	
1869 Feby 6 Do 25.00	
Feby 8/69, of Dr. Marmion 33.79	
Feby 24 1869 of same 6.39	
and in the note of Geo. W. Cox to A. S. Stephens received 1868, Nov 2, Cash \$50	

R 29 V 12. pps 1197-1199 Marmion to Stephens- Bonds- Cont.

Above accounts were paid to a gentleman by the name of Butler, who was admr d.b.n of A. S. Stephens. The only claim not passed over to Dr. Marmion by us as far as I can recollect was the acct against Wm Lucas Jr that is still held.

Some of the above items may be incorrect, as Mr. White's writing is worse than Greek you can judge however from your own knowledge as to the correctness of above matters.

A Bill for Carpenters Work Done for Mr. Marmion's house on Shenandoah St.

12 Window frames @ \$1.50	\$16.00
6 Door Frames & transoms included	42.00
1650 feet of joice at 100 per sq ft	16.50
800 ft of rafters & collar beams at \$1.50 cts	12.00
2 Dormer window frames.....	
2 Do on back at.....	
800 ft of sheathing at 75cts	
1554 ft of flooring @ 12 $\frac{1}{2}$ cts	32.95
753 ft of architraves and molding @ 6 cts	45.18
527 ft 4 of washboard at 3 $\frac{1}{2}$ cts	18.44 $\frac{1}{2}$
195 ft of doorjambs @ 3 cts	5.85
216 ft of Window Jambs @ 6 cts	12.96
390 ft of partition	2.00
19 ft of corner strips	.27 $\frac{1}{2}$
480 ft of partition	2.40
351 ft Do 1.75 2 collum mantles 14.00	15.75
20 Capt sills at 10 cts 2.00 2 mantles 5.00 each	10.00
1 front door 7.00 1 ten panel, 9 eight 1 six ,	
	52.37 $\frac{1}{2}$
	59.37 $\frac{1}{2}$
1058 ft 6 in of shelves at 4 cts	42.34
114 ft of strips on shelves at 2 cts	2.28
45 Draws making and hanging	39.37 $\frac{1}{2}$
To pannel counter	18.00
To making 2 shutters and hanging	2.00
To hanging shutters 80 486.....	
156 feet of bord strips 3 12, 120 lights of sash.....	
to 2 flights of stairs 33 steps unfinished.....	
amount of carpenter work carried forward.....	
.....	
Amount carried forward	493.37
Lumber furnished from Lumber yd	3.95
Lumber furnished from shop	2.08
.....for Mary Ann Fisher's Child	4.00
.....	6.00
	509.34
	103.38
	613.22
Amount of sale purchase April 49	7.52 1/4
	620.74 3/4
	439.36
	181.38

Recd April 7th 1849 of N. Marmion his promissory note for one hundred and eighty-one dollars thirty-eight cts being the balance from a settlement to be due to me for Carpenter work done on his house on Shenandoah St. without reference to the pricing of the work to a contract between us for the said work, mislaid by N. Marmion and to the benefit of which either party will be entitled should it be found as also for work done without contract for his house in Union St in Boliver- Geo W. Cox

West Virginia, Jefferson County, S/ S. - Know all men by these presents that we, William J. Stephens, Nicholas Marmion, Wm McSherry, are held and firmly bound unto Louisa Stephens, Guardian and friend of Alice Stephens, in the sum of Four Thousand & Fifteen Dollars and Thirty-Eight cents, to be paid to the said Louisa Stephens, Guardian and Friend of Alice Stephens, her heirs, executors, administrators or assigns, to the true payment of which we bind ourselves.....Sixteenth January, 1870.

Whereas Three Houses, Two Colts, Two Cows, the property of the above bound Nicholas Marmion, is now in the custody of George Koonce, Deputy Sheriff of Jefferson County, taken by virtue of a writ of juri facias, issued from the Circuit Court of Jefferson, at the suit of Louisa Stephens,..... against the goods and chattels of the above bound William J. Stephens, N. Marmion and Wm McSherry, for the sum of nineteen hundred and sixty-six dollars and seven cents, with interest thereon, to be computed after the rate of six per centum per annum from the fifteenth day of September 1869 till paid, which Louisa Stephens.....lately in our Circuit Court of Jefferson County recovered against them for debt, also One Hundred Dollars and Twenty-five cents, which by the said court were ~~XXXXXX~~ adjudged the said Louisa Stephens....for the cost by her about her suit in that behalf expended, amounting in the whole to Two Thousand One Hundred and fifty-seven dollars and sixty-nine cents, including sheriff's commission, and sixty cents for taking this bond, and upon giving bond and security the aforesaid property is restored to the above bound Wm. J. Stephens, N. Marmion & Wm McSherry on the following condition: That if the above bound Wm J. Stephens, N. Marmion and Wm McSherry do well and truly deliver to the aforesaid sheriff the property aforesaid, at the Court House of Jefferson County on the sixteenth day of February next, ----the above obligation to be void, otherwise to remain in effect. (Signed)

R 30, V 8 pps 789-790 WILL MARMION TO DR. N. MARMION- Financial Difficulties
Washington D. C., Feby 28, 1872-

Dear Pa: I received your letter and was extremely shocked to find that an inroad is about to be made on our already miserable income. I wish you had mentioned the matter when I was at home so that we could have calmly discussed it. I cannot raise \$2000 on our notes without a fearful sacrifice and I do beg of you even if it were possible to raise the money not to touch the notes of the Washington loans. You owe it to yourself and the girls to keep that intact no matter what may come to pass. Your income, now only \$1000 per annum by withdrawing \$2000 will be reduced to \$800 and this would only be the beginning of the end. In a short time two or three thousand more will be leined upon and starvation will stare us all in the face. I promise you solemnly, if you will only follow my advice, to direct all my efforts to paying off the debt & to support the girls, and I know Rob too will join me. In the first place let this Washington money remain untouched. Let the sheriff levy on the household and kitchen furniture. It will be no disgrace and most of it is worthless ~~anyhow~~ at any rate. The piano and parlor carpet & sofa belong to me. I bought & paid for them myself. As for the rest I will be on hand and bid them in. You owe it to the poor girls to secure them a home. Make them a quit claim deed for the house we live in and that on Shenandoah Street and let the sheriff if necessary get an order from court to levy on the rest of your real estate. This last move will ~~xxx~~ take time and you can improve it by collecting a portion of the amount at least or for the rest if land should be sold. I know I can prevent bidders from running against me. We can bid it all in and save ourselves time to pay off the debt by our money alone. Your affectionate son Will.

(Postscript) I will try what can be done to get damages for Mrs. Doran.

R 30 V 9 P 815 N. MARMION- Note for ~~XXXXXXXXXX~~ purchase of house

\$166.66 2/3/100 Nine months after date we bind ourselves and our heirs jointly and severally to pay to J. W. Potterfield special commissioner or order one hundred and sixty-six dollars and sixty six and two thirds cents, with interest from date, same being the first deferred payment of the purchase money of a house and lot this day sold by the said J. W. Potterfield under a decree made on the 5th day of January 1872 in the case of Leonard Sadler adm plff vs George Little adm d.b.n. cta & others defd passing in the Circuit Court of Jefferson County West Virginia at which sale undersigned Nicholas Marmion became the purchaser of same house and lots. Witness our hand and seals this 17th day of February 1872. N. Marmion, George H. Marmion

\$166.66 2/3/100 Eighteen months after date we bind ourselves....etc.... second deferred payment.....17th day February, 1872. N. Marmion George H. Marmion

WILLIAM

R 30 V 9 p. 826 ANNIE MARMION TO ~~WILLIAM~~ MARMION - Excerpt of letter
Harpers Ferry July 15, 1873

My Very dear Brother: Mr. Rimes comes today, I think, to finish the painting. The shutters are hung on the second story and the improvement is already very great..... Will, can you not afford to send me a set of white handled knives, or lend me the money to buy them. We cannot use ours any longer- the handles will not stay on them.....

R 30 V 9 p. 847 ANNIE MARMION TO BROTHER- Excerpt re Rose Bush, kitchen, etc.
.....There is a rose bush in our garden that has a bud unfolding, and several others not so matured.....

.....We will be most happy to greet tomorrow's dawn as with it comes our cook ~~XXXXXX~~ Since last Sunday evening we have done every bit of the work except the baking and milking which Ellen Gallagher has very kindly done for us. Not having a boy and the water and fuel being on one side of the house and the kitchen on the other made it particularly laborious, but we made the best of it and succeeded beyond our hopes in making things taste right.... We are very glad however that our probation is ended and that we can resume our old course.....

R 30 V 9, P. 862 - TUCKER & CO TO N. MARMION- Re settlement of claims

Charles C. Tucker & Co, Attorneys for Claimants, Washington D. C., March 24, 1873.

Dr. W. V. Marmion, Dear Sir: I am expecting some funds in a short time and when it comes you certainly shall receive the balance ~~XX~~ Due you.

I am very thankful to you for your leniency towards me, and if I can in any manner reciprocate, I will do so with the greatest of pleasure. Yours truly, James H. Tucker, 311 "H" Street NW.

R 30 V 10 p 906 Dr. MARMION TO MRS JAMES BELLER- Re Rental of Large House

Harpers Ferry W Va, Feb 13, 1873

Mrs. Jas W Beller- Dear Madam: Agreeably to promise I write to inform you that the part of the large house vacated by Rohr will be for rent on the first of April next, provided Messrs Werick & Weller waive their claim to possession of the house next year. We are mutually bound they to me and I to them as we thus notified the others three months before the first of April. If therefore you wish the house and they waive their right to retain it I will lease it to you the rent seven dollars and fifty cents a month and the lease for one year from April next. This was the rent of one half of the property till some misunderstanding between Mr. W and myself caused me to reduce the rent of both parts to six dollars to prevent any hard thoughts. If I do not get the rent mentioned above I will leave the possession with Messrs W & W at six dollars per month.

Please let me hear from you by tomorrow's mail. ... N. Marmion

R 20 V 10 p. 921 - C. M. Hough to Dr. N. Marmion- Re rental of house

Charlestown, W. Va, March 31st, 1874

Dr. N. Marmion: I drop you a few lines to let you know that I will not rent your house for next year. My wife is not willing to stay as for myself I would as leave have your house as the one I am going to besides having to pay more rent. Where I am going I pay twenty-five dollars, more than I pay you. I will try and get you a good tenant if I can find one. I will also try and get you the ballance due you as soon as possible. Yours respectfully
C. M. Hough.

R 20 V 10 p 923- Isaic (stet) L. Carter to Dr. N. Marmion- Re Bill for Shingles

Sandy Hook Nov 10/'74 - Doctor: You will Please Pay the ballance Due on the shingles to Yank Jeffers and Oblidge - Isaic L. Carter.

Recd Nov 14th 1874 of Dr. N. Marmion in cash Eight Dollars balance in full of the above order - Yank Jeffers (her mark)

R 30 V 10 p 949 N. MARMION TO WILL MARMION- Re suits on Real Estate

Harpers Ferry W Va May 4th 1874

Dear Will: I promised in my last a few days ago to advise you of the action of the court on the case against McSherry. I mean the ten days notice that a judgement would be moved for against him for his half of the shops. We failed to obtain the judgement and resulted from a cause that I had apprehended and suggested to Hunter but he disapproved of allowing the offsetts.

I collected as perhaps you remember from four hundred and perhaps odd dollars out of the papers assessed by William J. Stephens to his securities. The judge refused a judgement till this credit wd have been allowed. No resistance made by Wm Lucas, McSherry's attorney and as an..... will be held the 15th March (?) have no doubt of obtaining a judgement then. The case against Brown & others Mr. ~~Hunter~~ thinks will come then also. One of the parties (a sister) to whom Brown made the fraudulent died since the date of the instrument to having previously made a will conveying his interest to others, hence the delay. The chancery suit with McSherry is still progressing.

The McCabe house has been sold to Dan'l Ames & I am sorry to say the sale has been confirmed by the court. The result I have no doubt will be regretted by all the family as well as by myself. It was sold for \$800.00. I paid \$200 for the third I bought.....

R 30 V 10 p. 957 Dr. W. V. MARMION TO ANNIE MARMION Re Drinking Water

Sp 13 1874

Dear Annie: I will try to get water from Capon Springs until our own cistern is relenished. Please do your best to get pure water. The Shenandoah River water well out in the stream is safer than any other at present, but that must be boiled. I send check for \$2.00 to be devoted to drinking water only & ice for it after it is boiled. In haste, yr aff br Will

~~XXXXXXXXXXXXXX~~

R 30 V 11 p 1024 CHANDLER & YOUNG TO DR. N. MARMION Re real estate
St. Louis, Mo, Nov 16, 1875

Dr. N. Marmion, Harpers Ferry, W. Va. Dear Sir:

Your letter of the 13th inst with inclosures recd. Upon the reception of your last letter giving the terms upon which you would allow Mrs. Marmion to occupy your place near Manchester, we immediately wrote Mrs. M., giving your best terms, fifty dollars per year and asked her to call and see us and get the matter closed up. Instead of coming to see us or answering our letters she sent to us two lawyers to represent her. They wanted to know what you desired and upon our repeating your proposition they produced an abstract of title to land which they had made for Mrs. Marmion about six years ago, and claimed that while the title of record was in you, that as Mrs. Marmion had occupied it so long under claim of title she could hold it by adverse possession. That they had so advised her, when they made out the abstract, and should so advise her again. We forgot to state that they brought with them the note we had written Mrs. M. We told them we were satisfied that you could eject Mrs. M. if driven to that extremity, but that as she was your brother's widow, you wanted to do liberal and fair with her- but that you wanted your title so recognized as that there would be no question about it hereafter. Hence if she would take a lease at the nominal rent of \$50 per annum, you would give her a lease for life. They said they would advise her not to accept your proposition, as she could hold the place absolutely. We then urged upon them the uselessness of her claim and asked them to at least submit it to her again & they promised to do so. Not hearing anything from them or her we in the course of two or three weeks again wrote to her urging her to seriously consider as you intended to have the matter settled in one way or another. To this letter we received no reply, and after waiting a

R 30 V 11 P 1024- Cont.

sufficient length of time we instituted a suit of ejectment to recover the possession of the premises. But even now if she is disposed to do right the suit can be dismissed, the court costs being very little.

We are informed by Judge Higgins and other neighbors that nearly all of the timber has been cut up into cord wood and sold- so that what is now left on the place will hardly suffice for fire wood and to keep up the repair.

The taxes on the place are between \$40 and \$50 per year.

As to Mrs. M's ability to get on in the world we will state that just after her husband's death she bought a small place of 10 acres or such a matter with a very comfortable little house on it immediately adjoining your place and lying between it and Manchester. This she has rented out. Then we are informed she rents your place, reserving the house, orchard &c, for \$400 per annum. The neighbors surmised when she bought the place above spoken of, she expected you to come claim possession, but that your delay misled her to conceive the idea of holding your place absolutely. We have thus given you all facts and information we could gather and shall follow any instructions you may give as to how the matter shall be settled. Yrs Truly Chandler & Young

R 31 V. 2, pps 178-193 ACCOUNT OF ESTATE OF DR. N. MARMION, DECEASED

Full account of receipts and expenditures from Oct 14, 1882 to Nov 30, 1914,

Typewritten - See above pages, photostat file.

R 31, V 2, P 195 - W. V. MARMION TO COL BAYLOR- Re Sale of Lots

Washington D.C. May 23, 1883

Col Baylor - Dear Sir: I should like the following lots sold, I will describe them but I cannot give numbers and streets exactly: The Graveyard Lot extending from the graveyard down to Shenandoah Street, but not embracing that portion extending from the graveyard up over the hill next to Mr. Tierney's. The Little property immediately opposite graveyard lot and fronting on Union Street- Frank Lynch will be able to describe it better. All lots on Union Street, 2 lots on Clay & Madison Streets, 1 lot on Jackson & Taylor Streets, 1 lot Water Street, 5 lots Nos 17, 19, 20, 21, 24, 8½ lots Jefferson Street- All in Bolivar and South Bolivar.

1 lot No 2, Block P _____ Camp Hill

1 " No 1, " J _____

In a word all lots in Harpers Ferry except that opposite McGraw's Store with house upon it, and the houses and land near the Catholic Church where my sisters live, and all land in Bolivar except the hill near Tearney's and adjoining him, and the land adjoining Hagan's place on Bolivar Heights. Very truly yours, W. V. Marmion

R 31, V 2, P 196 GEORGE BAYLOR TO ANNIE MARMION- Re Sale of Lots

Charles Town, Dec. 1st, 1883- Miss Annie P. Marmion- Dear Miss Annie: Yours relative to sale of lots just to hand. Will send Brown's plat and papers down for your inspection by Mr. Lynch. Please return by Monday as some action must be taken, either affirm or set aside. I intend to provide in decree for a private sale and if so there will be no difficulty in purchaser taking deed from me as Special Commissioner. Very truly yrs Geo. Baylor.

R 31, V 2, P 196 S. H. BROWN ~~XX~~ Re Sale of Lots, Nov 22, 1883

On a list of lots made out by Dr. Marmion, in his own handwriting, I think the name of Orne occurred. Mrs. William Orne owned a lot on the north side of Washington Street, on the corner east of the Lutheran Church or Lutheran Parsonage lot, No. 8 on the Government map, in Block I. The Patrick McGuire lot is in the same block, a little further East, (beyond Irvin) and in the rear tier of lots- does not come out to Main road or Washington Street and has a cellar (hole) on it where the house stood at the beginning of the War. I did not find out where the Peter Devine lot is. Mr. Baylor will please say to Miss A. P. Marmion that her inquiry by letter of the 20th instant together with a recollection of seeing the name of Wm Orne on the little strip of paper she loaned me led to the discovery of the lot near Lutheran Church near Washington Street. Yrs truly S. H. Brown

N. Marmion's Admin. &c, VS Geo Marmion &c

The undersigned Special Commissioner reports that in pursuance of a decree entered in this Cause on the 25th day of May 1883, he advertised the real estate of N. Marmion, deceased, in the Virginia Free Press and also by posters, for sale on the 24th day of November 1883, and that at sale on said day the following portions of said real estate were knocked off to the highest bidder at the prices set opposite names of purchaser:

<u>Property</u>	<u>Purchaser</u>	<u>Price</u>
50 Acres of Mountain Land on		
East side of Shenandoah River	J. G. Hurst	5.00
Lots 17, 19, Wager Addition, Bolivar	H. T. Kreps	13.00
Lots 24 & 26 " " "	J. G. Hurst	9.00
Lot 11 on Jeff. Street	"	7.50
Lots 13 and 14 " "	"	6.00
$\frac{1}{2}$ acre on Turnpike Jas Bayliss Lot	Albert Cockrell	7.00
Lots 41 and 42 on Clay & Jackson Streets	J. G. Hurst	8.00
Lot 49, Jackson & Taylor Streets	Dr. Tearney	24.00
$\frac{3}{8}$ of Acre in South Bolivar, frame house	J. G. Hurst	61.00
1 Lot in Shenandoah Street		1.00
5 acres below Catholic Graveyard	Mr. Conway	35.00
1 Lot on East Side of Union Street	Edward Lacey	25.00
1 Lot on East side of Union Street (Kennedy Lot)	Benj. Lakles	26.00
1 Lot on West side of Union St	E. B. Chambers	22.00
1 Lot on Jeff Street (Atwell Lot)	N. C. Brackett	1.00
Lot 14 Blk I, U. S. Survey	M. Wise	11.50
Lot 2, Blk P " "	J. G. Hurst	10.50
Lot 8, Blk P " "	"	12.00
		<u>\$314.50</u>

The purchasers are willing to pay the entire purchase money cash- but the undersigned is informed and believes that the prices obtained for the property is far below its real value and cannot recommend the confirmation of the sale. Commissioner would ask that the former decree of sale be so modified as to permit him to sell at private sale as he believes that the property can be more advantageously disposed of privately. Geo Baylor, Spec Comm

Harpers Ferry October 18th 1883-

M Marmion Dr

To Geo. W. Lacey Jr

For repairing Roof of Dwelling House in Harpers Ferry

To 56 Slate @ $4\frac{1}{2}$ Cts \$2.52

To 6 Sheets Tin (large) @ 18 Cts 1.08

To Nails, putty, mortar, etc 0.40

To 2 Days Work @ 2.00 4.00

8.00

By Cash \$4.00 Balance due

4.00

Geo. W. Lacey