HARPERS FERRY, WEST VIRGINIA

CONTRIBUTIONS TOWARDS A PHYSICAL HISTORY

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F O R E W O R D

Restoration architects working at an unusual place like Harpers Ferry need to know about the physical development of the community. It helps them with their work by providing a context within which individual structures were designed and erected. In the case of Harpers Ferry we know of only one work - William C. Everhart, A History of Harpers Ferry, Vicksburg, November 1952 (typescript). That report deals almost entirely with the incidents of the Civil War. There is hardly any mention of structures.

Following the Master Plan meeting at Harpers Ferry in March 1957, Chief Zimmer of the Eastern Office, Division of Design and Construction agreed to employ for the summer a research architect to see what source material could be found to throw light on the founding and development of the town. Dr. James Philip Noffsinger of the University of Kansas (who had previously spent some time at Harpers Ferry) was engaged to do this work and spent the summer in Washington, D. C. working in various collections, especially those of the National Archives. Final touches were put on the volume this Fall, just before he left for Indonesia.

The contents of this volume consist mainly of a narrative sketch and documents located by--and transcribed under the direction of--Dr. Noffsinger. A piece on Robert Harper and his establishment found by Historian John Willett is also included. Some interesting maps and views found by members of this office

are reproduced herewith. Many of these items were made available to the Harpers Ferry staff long ago.

This volume will not serve as light reading. We advance no claims as to either completeness or literary polish. It is hoped that it will prove to be a valuable reference work and that others will be compiled in the future.

From what we have learned so far, the most interesting story - after that of John Brown - is the account of how the Baltimore and Ohio Railroad got through the town.

Charles E. Peterson
Supervising Architect
Historic Structures

EODC
November 19, 1958

A C K N O W L E D G M E N T S

The Supervising Architect, Historic Structures, Mr. Charles E. Peterson, has offered invaluable advice and information in the preparation of the report. The author would like to thank, also, the following persons whose unselfish aid and guidance were of inestimable value to the compiler of this work: Mr. William E. Lind and Mr. Virgil Baugh, who work under the direction of Dr. Kulsrud in the Division of Natural Resources at the National Archives; Mrs. Sarah D. Jackson, Archives Assistant, who works under the direction of Miss Dietrich in the Old Army Section at the National Archives; Resident Archie W. Franzen and Historian Herbert Kissling of the National Park Service staff at Harpers Ferry, West Virginia; Mrs. Vetters and Mrs. Reynolds of the National Park Service, Washington Office, and Miss Lillian Cash of the History Division of the Washington Office of the National Park Service.

James P. Noffsinger
Philadelphia, Pa.
October 30, 1958

I

HISTORICAL NARRATIVE

PART A

THE YEARS OF SETTLEMENT

From the beginning, Harpers Ferry[1] was blessed with three advantageous qualities, each of which complemented the others. There was an excellent supply of water power, it was a focus of natural transportation routes, and material resources were readily available. (These included a bank of iron ore, a coal area, and much timberland.) Rivers provided, in many cases, the most rapid means of travel. Harpers Ferry was situated not only at a gap in the Blue Ridge Mountains,[2] but also at the confluence of the Shenandoah River and the Potomac River; and, if portage was used, then a whole series of places, such as Keys Ferry; Ashbys Ferry and Chester (now Front Royal, Virginia) on the Shenandoah River and Washington, D.C.; Sharpsburg, Maryland; Shepherdstown, West Virginia; Williams Ferry (now Williamsport, Maryland); Barwicks; Warm Springs (now Berkeley Springs, West Virginia), Cox, Pearsalls (now Romney, West Virginia), Vanmeters, Hites, and Ft. Pleasant (now Moorefield, West Virginia)[3] were connected. It should be further mentioned that Harpers Ferry was situated between two of the chief

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1. Earlier names for this area include "Shenandoah Fall" in 1719, "The Hole" and "Shenandoah Falls at Mr.Harper's Ferry" in 1763. In 1851, "Harpers Ferry" became the accepted name.

2. The Blue Ridge Mountains at Harpers Ferry rise to a height of 1400 feet above sea level or approximately 1000 feet above the rivers at that place.

3. See A Map of the Travels of George Washington, RF--1:2,500,000. National Geographic Society, 1931.

transportation routes[4] in that area. The shortest passage from Frederick to either Fredericktown (now Winchester, Virginia), Charles Town or Antietam[5] was through Harpers Ferry. It is not surprising, then, to find that the first (traditional) permanent white settler,[6] Peter Stevens,[7] found there were a sufficient number of travelers through the area to warrant the establishment of a ferry.[8] He, with the assistance of an Indian known as "Gutterman Tom," began operating one boat in 1733.[9]

In 1734 a Quaker[10] named Israel Friend obtained a

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4. Ibid., these are called colonial "highways" on the map mentioned in Note 3.

5. Barry, Joseph, Annals of Harpers Ferry, 1872, p. 7 pseudonym Josephus, Jr.)

6. Shawnee Indians occupied this area.

7. Ibid., p. 7, Everhart, op. cit., spells his name Stephens, p. 5. Stephens City (Stephensburg) in Frederick County, Maryland, was founded in 1732 by Peter Stephens (Stephans).

8. Other ferries in this area include Teague's Ferry (later called Taylor's Ferry), mentioned as early as 1747. Its location was on the Potomac River below the mouth of the Antietam. Vestal's Ferry was on the Shenandoah River in operation on the site prior to Gersham Keyes' Ferry of 1746. Stutler, Boyd, Captain John Brown and Harpers Ferry, p. s.

9. Wayland, John Walter, The Germans in the Valley, p. . "***** about the same time /1734/ William Strope, Israel Friend, Thomas and Van Swearington, Edward Lucas, James Foreman, John Lemon, Jacob Hite (son of Joist Hite), Jacob Vanmeter, and others located in the same vicinity."

10. Joint Committee of Hopewell Friends (assisted by John W. Wayland), Hopewell Friends History 1734-1934 Frederick County, Virginia, 1936. This book gives the impression that a number of the Quakers were engaged in ironworking as an occupation.

tract of land just above Harpers Ferry on the Potomac by patent from the State of Virginia.[11] He soon began mining iron ore, but whether he had erected a furnace here at this early date is undetermined. It is quite possible that he transported this ore up to his furnaces at the mouth of the Antietam.[12] Thomas Fairfax, the sixth Lord Fairfax, arrived in Virginia in 1736 and immediately began to have his royal grant, "The Northern Neck of Virginia," surveyed. A map dated August 19, 1737, of the Northern Neck of Virginia was drawn for Lord Fairfax by Major Gooch. It seems to indicate that Israel Friend had built a home of stone along the Potomac River.[13] Another survey made in 1736 by Benjamin Winslow indicated a resident on the approximate site of Harpers Ferry named Bernd. Petterson.[14] Because of the iron ore present here, the land became known as "Friends Ore Bank." Israel Friend died in 1753, but his mining operations were continued and enlarged and a furnace called "Keep Tryste" was erected.[15] Another Quaker or "Friend" named William Vestal formed a partnership with John Tradan, Richard

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11. Letter from Henry Morfit to P. H. Watson, December 13, 1853, National Archives, Record Group 121, Public Buildings Service, Harpers Ferry File No. 154.

12. The Jefferson Republican, September 20, 1951, p. 16. The Antietam furnaces were in operation "as early as 1734."

13. Ibid., map not viewed by the writer.

14. Daughters of the American Revolution Magazine, October 1953, "Harpers Ferry as a National Monument," by Mary Vernon Mish, p. 1143.

15. The Jefferson Republican, September 20, 1951, p. 16.

Stevenson and Daniel Burnet and on May 10, 1742,[16] arranged to have Thomas Mayberry build a "Bloomery for making Barr iron, upon the present plantation of William Vestal lying upon Shunandore." The terms of the agreement included "not only the Wooden Works, but all and Sundry, the Iron Works thereunto Appertaining, and all and Sundry Dam & Dams, Water and Water courses, in Ample and full manner as may be required."[17] The Vestal works were located on the banks of the Shenandoah River about seven miles from Harpers Ferry and its operation continued until the Civil War. George Washington, writing in his diary in 1760, mentions the possibility of setting up an ironworks on Fairfax's land on the Shenandoah.[18] Sometime later, George William Fairfax and his brother-in-law, John Carlyle, set up the Bloomery Mills to process iron ore from "Shannondale,"

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16. Daughters of the American Revolution Magazine, October 1953, op. cit., p. 1143. There seems to be some confusion here, for Mary Vernon Mish states: "On May 10, 1742 William Vestal entered into a partnership with John Hughes and Thomas Mayberry in connection with his iron foundry on the Shenandoah. 'Old Bloomery' and the Cedar Creek Furnaces on the Shenandoah were all a part of the original Harper's Ferry picture which attracted the eye of Captain John Hughes, Philadelphia, for many years a manager for Benjamin Franklin's speculations in land and commerce, both in the Colonies and in Nova Scotia."

17. Joint Committee of Hopewell Friends (assisted by John W. Wayland), op. cit., pp. 166, 167.

18. Fitzpatrick, John C., ed., The Diaries of George Washington 1748-1799, p. 138.

part of Fairfax's holdings near Harpers Ferry.[19] Years later, in a letter to the Secretary of War dated May 6, 1798, and written from Mount Vernon, Virginia, Washington mentions the central location of Harpers Ferry with reference to furnaces and forges.[20]

Peter Stevens had been a squatter on Lord Fairfax's land for thirteen years when Robert Harper,[21] a builder and millwright, first visited the area. Harper decided to settle at the place and before long had purchased[22] not only the log

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19. Ibid., p. 138 footnote. Again this reference is confusing, since the same remark seems to be made about the Vestal Furnace called "Shunandore." The location of the "Bloomery" is given in the Jefferson Republican, September 20, 1951, p. 27, as "at the left of Route 9 going southeast from Charlestown and just before entering the Shenandoah River bridge and near where Evitts Run crosses under the highway."

20. Fitzpatrick, John C., ed., Writings of Washington, Volume 36, Aug. 1797--Oct. 1798, letter dated May 6, 1798, p. 253.

21. Barry, Joseph, op. cit., p. 7, Barry also provides us with the following information: Robert Harper--born in England c. 1703--at the age of 20 migrated to Philadelphia. He erected a church in Frankford, but through a defect in the title it was lost to the congregation. In 1747 the Society of Friends hired him to erect a church on the Opequon River near Winchester, Va. On his way there he lodged one night at an inn in Frederick, Md., and met a German trader, Peter Hoffman, who, learning of his destination, told him the shortest and most scenic route was through "The Hole" (Harpers Ferry). He has been called an architect by some authors, but this term is perhaps a little optimistic.

22. Stutler, Boyd, op. cit., p. 3, Stutler mentions 13 guineas as the price, while Barry, Joseph, op. cit., p. 7, records the purchase to the amount of 50 guineas.

cabin Stevens had built, but also his corn patch and ferry equipment.[23] There was rightfully some question in Robert Harper's mind concerning the legality of his transaction with Stevens, and so he made a visit to Greenway, Lord Fairfax's estate, for the purpose of obtaining a patent. The agents of Fairfax had experienced some difficulties with the questionable Stevens and so were delighted to be able to accommodate Harper. Two patents, one dated April 5, 1751, for 125 acres and one dated April 19, 1762, for 92 acres, were issued in the name of Robert Harper by Lord Fairfax.[24]

In 1758, Robert Harper was listed as a freeholder in Frederick County[25] (then in Virginia). The ferry continued in operation apparently, for the Maryland end of the ferry land was patented to him on July 27, 1757. "It consisted of 20 acres called 'Dear Bought,' and was described as being

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23. Daughters of the American Revolution Magazine, October 1953, op. cit., Mary Vernon Mish states: "In the year 1847 when, in the opinion of the average fur-trader, the frontier was becoming too crowded for comfort, * * * * * " This might be one of the reasons Peter Stephans was willing to move on to another area.

24. An abstract mentioning these patents is in the National Archives, Record Group 121, Public Buildings Service, Harpers Ferry File No. 390 Miscellaneous.

25. Hamilton, Stanislaus Murray, Letters to Washington and Accompanying Papers, Boston and New York, 1899, Volume II 1756-1758, p. 404, "An alphabetical Poll for Frederick County taken the 24th day of July 1758."

on the bank of the Potomac, opposite the mouth of the Shenandoah."[26] The ferry was officially approved by the State of Virginia in March 1761 in the following manner:

> "I. Whereas it is represented to this present general assembly that public ferries at the places hereafter mentioned will be of great advantage to traders and others, Be it therefore enacted, by the Lieutenant-Governour, Council, and Burgesses, of this present General Assembly, and it is hereby enacted, by the Authority of the same, That public ferries be constantly kept at the following places, and the rates for passing the same shall be as follow; that is to say, from the land of Robert Harper, in the County of Frederick, over Potowmack river, to his land on the opposite side, in the province of Maryland, and for a horse the same * * * * * "[27]

In 1747, there was only one dwelling house at Harpers Ferry, Stevens' log cabin, in which Robert Harper was living with his family.[28] Probably the quarters were cramped. Perhaps this fact, along with the flood of 1748 which drove Harper from the cabin[29] and the so-called "Pumpkin Flood" of 1753,[30] made him decide to build a house about one-half mile up the Shenandoah River.[31] He also

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26. Daughters of the American Revolution Magazine, October 1953, op. cit., p. 1142.

27. Hening, William Waller; Laws of Virginia, 1823, Volume 7, pp. 401-402.

28. Bushong, Milard K., A History of Jefferson County West Virginia, Charles Town, 1941, p. 14.

29. Barry, Joseph, op. cit., p. 8.

30. Ibid., p. 9--The name "Pumpkin Flood" is derived from an excessive number of pumpkins carried downstream from Indian gardens.

31. Ibid., p. 8--This is the house in which Robert Harper died in 1782.

constructed a grist mill, and Peter Hoffman was engaged as his agent in this area.[32] It was not until about 1775 that Harper moved into his new house,[33] however, and shortly afterward he began work on a stone residence on Cemetery Hill. Because so many men, including building mechanics, had gone to join the army of Washington, Harper had trouble in finishing the building.[34] In 1782, the year in which Robert Harper died, there were only three dwellings in Harpers Ferry.[35] Mary Vernon Mish adds this interesting account:

> "After her husband's demise, in 1782, and during the Revolution, Mrs. Harper buried 'a substantial fortune,' but had the ill-luck to die three days after taking her fateful precautions. Mrs. Harper's treasure-trove, purportedly never discovered, added one more myth to the fabulous tales of hidden wealth which had originated in the prospecting days of Louis Michel."[36]

In his last will Harper set aside a cemetery lot for himself and future residents of the town and, since he had no heirs, divided the remainder of his property between Sarah Harper (his niece and only child of his brother Joseph) and Robert Griffith (a relative of his wife's). This division

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32. The approximate location of the grist mill is shown on a map of 1809 listed in the Appendix, Part C, item 2.

33. Barry, Joseph, op. cit., p. 8.

34. Ibid., pp. 8-9, Harper was a Tory at the start of the Revolution but soon came over to the cause of his adopted country. It is recorded that a close friend of Harper's was killed in an accidental fall in his house, and soon after it was considered as being haunted.

35. Ibid., p. 9.

36. Daughters of the American Revolution Magazine, October 1953, op. cit., p. 1142.

gave Griffith the "upper half" of the tract and Sarah Harper the "lower" or "ferry" tract at the confluence of the Potomac and Shenandoah River.[37] Sarah married a man named John Wager and never visited the town (they lived in Philadelphia) although descendants became residents there.

Among the early travelers through Harpers Ferry were two distinguished gentlemen of Virginia, Thomas Jefferson and George Washington. Jefferson's glowing praise of the scenery is notable coming from a man so well-traveled.[38]

For a number of years Washington had been interested in the Potomac Valley, especially concerning improvements which might augment the development of the area. His interest in the "Bloomery" in 1760 has already been mentioned. Donald R. Rentch states that "George Washington, the Father of our Country, is also credited with being the father of the apple industry. It was George Washington who bought tracts of land from the Hessians, who 'came to fight and remained to live,' and demanded that his tenants plant acres of apple and peach trees."[39] On September 6, 1784, James Rumsey, the steamboat

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37. From a copy of the last will of Robert Harper, National Archives, Washington, D.C., RG 153, Judge Advocate General's Office, Reservations File.

38. The scene is described in Jefferson's Notes on The State of Virginia, pp. 17-18. Doubts have been cast on his visit, however, but they should be modified by the statements made by Jefferson in a letter to H. G. Spofford dated May 14, 1809, included in the Appendix, Part A, item 4.

39. The Jefferson Republican, September 20, 1951, p. 28, "Apple Seed Came to Jefferson County with American Pioneers," by Donald R. Rentch.

inventor, "exhibited a model of his first (mechanical) boat before his excellency General Washington, at Bath, Berkeley County [Virginia]."[40] After the steamboat had been constructed some experimental trials were carried out at Harpers Ferry. The boat was brought there in December of 1785 and was taken away in the fall of 1787.[41] The Potomac Company was organized on the 17th of May 1785.[42] James Madison who visited Harpers Ferry in 1786 had an opportunity not only to view the scenery there

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40. Fitzpatrick, op. cit., Volume 11, pp. 282-284.

41. Speer, Anita Buchanan, The World's First Steamboat - James Rumsey, p. 9, research information. A copy of this is in the Library of the Branch of History for the National Park Service, U. S. Department of the Interior, Washington, D. C. It is said that Washington was a passenger on one of the trial runs in 1786.

42. Fitzpatrick, John C., editor, op. cit., Volume 2, p. 391. As early as August 1754 Washington had emphasized the importance of "Navigation of the Potomack" which he called ".....this most national and pointed channel." (from a letter to Thomas Johnson written at Mount Vernon in 1762.)
In Volume 3, p. 81, there is a letter written to Rev. John Boucher dated May 4, 1772, at Mount Vernon, Va. in which Washington states:

> "An Act has passed this session empowering Trustees (to be chosen by ye Subscribers to the Scheme) to raise money by way of Subscription, and lottery, for the purpose of opening, and extending the Navigation of Potomack from the Tide Water, to Fort Cumberland; and for perpetuating the Toll arising from vessels to the Adventurers in the Scheme....."

In Volume 28, p. 211, there is a letter to Clement Biddle written at Mount Vernon, Va. on 27 July 1785 in which Washington says:

> "We expect to begin our operations on the Potomack Navigation about the 6th of next month, under the Management of a Mr. James Rumsey....."

but also to watch the work of that company in progress. He made the following statements about what he saw:

> ".....As I came by the way of Winchester and crossed the Potowmac at Harper's Ferry, I had an opportunity of viewing the magnificent scene which nature here presents. I viewed it, however, under great disadvantages. The air was so thick that distant objects were not visible at all, and near ones not distinctly so. We ascended the mountain, also, at a wrong place, fatigued ourselves much in traversing it before we gained the right position, were threatened the whole time with a thunderstorm, and finally overtaken by it. Had the weather been favorable the prospect would have appeared to peculiar advantage, being enriched with the harvest in its full maturity, which filled every vale as far as the eye could reach.
>
> "I had the additional pleasure here of seeing the progress of the works on the Potowmac. About 50 hands were employed at these falls, or rather rapids, who seemed to have overcome the greatest difficulties. Their plan is to slope the fall by opening the bed of the river, in such a manner as to render a lock unnecessary, and, by means of ropes fastened to the rocks, to pull up and ease down the boats where the current is most rapid....."[43]

On the third of June, 1788 Washington personally inspected the construction of an earthwork near Harpers Ferry which was part of a large program for the improvement of navigation along the Potomac River.[44] Out of the Potomac Company came the ideas for the building of the Chesapeake and Ohio Canal in 1823. "It was definitely a by-product of Washington's initial plan for development of the Potomac."[45] By 1790 Washington had made his

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43. Published by order of Congress, Letters and Other Writings of James Madison, Vol. I, p. 242; a letter to Thomas Jefferson written in Philadelphia, Pa. on August 12, 1786.

44. Daughters of the American Revolution Magazine, October 1953, op. cit., p. 1144.

45. Ibid., p. 1144.

choice of site for the National Capitol. The District of Columbia was located between the Virginia tidewater areas and the Potomac and Shenandoah waterways - a further aide to the development of those areas. The Harpers Ferry site, which he had visited before,[46] had been so impressive to Washington that he was instrumental in having it selected, in the face of opposition, for the site of a National Armory.

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46. Fitzpatrick, John C., editor, The Diaries of George Washington 1748-1799, Vol. II 1771-1785, p. 401. Written on August 7, 1785. "The rest of us returned to the Tavern at Harpers Ferry."

PART B

THE ESTABLISHMENT OF GOVERNMENT WORKS[47]

In 1794, war seemed to be likely and, in view of the general military unpreparedness of the United States, the Congress directed the President to establish new armories where arms could be manufactured and stored.[48] One other reason for this was that private enterprise could not be considered as a fully reliable supply source for guns. George Washington was given the power to choose the sites. Permission was given Congress from the General Assembly of Virginia to purchase the Harpers Ferry site - not to exceed 640 acres.[49]

Washington's recommendation was that ".....this spot affords every advantage that could be wished for water works to any extent, and that no place is more capable of complete

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47. The United States works at Harpers Ferry can be divided into three separate units: the Armory (sometimes called the Musket Factory), which was a series of shops and offices engaged at first in the manufacturing of muskets and, later, in additional items of war; the Arsenal, which apparently was a depository for weapons; and, finally, a Rifle Factory (sometimes called "Hall's Rifle Factory") where the famous breech-loading Hall rifle was made. The buildings of the Armory were along the banks of the Potomac River just above the fork made by the Shenandoah, while the Arsenal was placed near the point of confluence but on the Shenandoah side. The Rifle Factory was located up the Shenandoah on Virginus Island.

48. Public Statutes of the United States of America, Vol. 1, 1st-5th Congress 1789-99, published 1845, p. 352.

49. Barry, Joseph, op. cit., p. 9.

defense at a small expense." Strengthening his case he mentions: "There is another small tract, with a sawmill upon it....."[50] There evidently was some opposition to Washington's choice for the armory site as may be seen in the following statements made to Tobias Lear in 1795:

> "It may not be amiss however, briefly to observe, that Colo. Rochfontaine[51] (being in the city) was asked how it came to pass, as he had seen the site at the confluence of the Rivers Potomac and Shenandoah,he had made no mention of it in his general report? His answer was, there was no ground on which convenient buildings could be placed, and assigned other reasons in a report, which he made....

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50. Fitzpatrick, John C., editor, Writings of Washington, Vol. 34, p. 307, Mount Vernon, Sept. 16, 1795 to the Secretary of War.

51. Fitzpatrick, John C., editor, op. cit., Vol. 33, p. 443. In a letter written at Philadelphia, Pa., on July 27, 1794 to Burges Ball an employee of the War Department is mentioned (this could be Col. Rochfontaine) who seemed to prefer Ball's land for the Armory site. Excerpts from the letter follow:

> "Dear Sir: Eight or ten days ago I wrote to you concerning a Manager for the Tilt hammer which you contemplated the erection of; since which I have received your letter of the 15th instant; in which doubts of going on with it are expressed. As I am equally ignorant of the expense of erecting, and the profit when erected, I can say nothing encouraging or discouraging of the measure: but if from an apprehension that the tract you bought is sickly, or from any other cause, you are disposed to part with it, it is possible the United States would become the purchaser, on which to establish an Arsenal. The person who was employed by the War Department, to explore the water conveniences on the Margin of the River, above Great Falls, (best calculated for this work) seems to have given a preference to yours, although others are favorably mentioned....."

"One of the Colos. objections to this site is, that no water works (on acct. of freshes) would be safe there."[52]

Washington goes on to urge that Rochfontaine carefully revisit the site. Washington's arguments were evidently accepted as valid for on June 15, 1796, a warranty deed was issued to the United States Government in the name of George Washington for an island of about 20 acres in the Potomac opposite Harpers Ferry and the Harpers Ferry Tract (with the exception of 6 acres on which the Wager houses were located). This deed was conveyed from John Wager, Sr. and his wife.[53] In the same year an English Moravian named Joseph Perkins[54] was appointed as the first superintendent out of the works. In February, 1797, another parcel of land was secured by the Government[55] but in spite of these purchases progress at the

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52. Ibid., p. 355.
Letter written in Philadelphia dated November 2, 1795.

53. Copy of a warranty deed from John Wager, Sr., et ux to the U. S. dated June 15, 1796 - National Archives, Record Group 121, Public Buildings Service, "Harpers Ferry Laminated Material." See also Record Group 121, Public Buildings Service, Harpers Ferry Deed Box. This was the land which had been devised to Sarah Harper. A copy of this deed is furnished in the Appendix, Part A, item 5. See Appendix, Part A, item 3 for a letter from T. Pickering to Tobias Lear dated 28 January 1796 and a letter from Lear to Pickering (Appendix, Part A, item 4) dated 26 February 1796 both concerning the property transaction.

54. Barry, Joseph, op. cit., p. 9. Perkins name appears in some sources as Perkin.

55. On the 9th of January, 1797, Robert Griffith conveyed the moiety (devised to him by Robert Harper) to Thomas Rutherford who on the 20th of February, 1797 deeded the land comprising 310 acres to George Washington for the United States Government. National Archives, Record Group 121, Public Buildings Service, Harpers Ferry File No. 390, Miscellaneous. See also Record Group 121, Public Buildings Service, "Harpers Ferry Laminated Material" and Record Group 121, Public Buildings Service, Harpers Ferry Deeds. See Appendix, Part A. item 6.

site seems to have been delayed to such an extent that Washington was compelled to mention the project in several of his letters. He even felt that he must restate the advantages of the place for an Armory as will be seen in this excerpt of one of his letters to the Secretary of War, written at Mount Vernon and dated May 6, 1798.[56]

> "This leads me to ask what steps have been taken relative to the site for one at the Mouth of the Shenandoah?
>
> "I will pledge myself that there is not a spot in the United States wch. combines more, or greater requisites for these, than that does; considered either as a place of immense strength against, and unaccessible by an enemy; although open to inland navigation in all directions, as well crosswise as to the Shipping Port at the Federal City, on water transportation to the Western Country; for its centrality among Furnices and Forges, for its inexhaustible supply of Water, having the whole River of Shenandoah as a resource, and for the populous and plentiful country in which it lyes.
>
> "I do not suppose that a place of this importance, and which has already cost the United States several thousand dollars (to be possessed of the ground) has passed unnoticed; but not having heard it mentioned in the progress of the discussions, or that anything has been done on the premises since the purchase of it under the former Act, has induced this enquiry; which you will answer, or not, as it suits your convenience, not doubting but that you have matters of more importance to attend to than the solution of my question."[57]

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56. This was written two days after the following Act of Congress which allowed the President to procure cannon, arms and ammunition and to establish foundries, armories, etc.; Sec. 3 of this Act is here quoted:

> "Sec. 3. And be it further enacted, that the sum of one hundred thousand dollars shall be and hereby is appropriated, and shall be paid out of any monies not before appropriated, for the hire, purchase and employ of the said foundries and armouries, respectively, in case such establishments shall be found necessary, as hereinbefore provided.
>
> Approved, May 4, 1798"

This Act may be located in: Public Statutes at Large of the United States of America, op. cit., pp. 555, 556.

57. Fitzpatrick, John C., editor, The Writings of Washington, Vol. 36, Aug. 1797-Oct. 1798, Letter dated May 6, 1798 to the Secretary of War, written at Mount Vernon, Va., pp. 253, 254.

In his endeavors to promote the Harpers Ferry Armory Washington had at least one strong ally in James McHenry, Secretary of War to Washington and Adams, who in writing to Charles Lee on 1 August 1799, states:

> ".....I think your submission contained a query, whether work begun at Harpers Ferry should be finished - or whether additional works should be made there.
>
> "Judging as an officer of the United States, with a view to the interest of the whole - and on this principle only, will I judge while I remain in office - it is most dearly my opinion, that the Arsenal at Harpers Ferry, should there be an difference in point of magnitude in the three, should be the more important - the Mother Arsenal. It is without comparison the most convenient of the three to the Western Country. It is more convenient than either of the other places to all parts of the states. It is nearly in the centre....."[58]

Some of the American forces organized in preparation for a war with France were encamped at Harpers Ferry in 1799 under the command of General Pinckney. The spot they chose became known as "Camp Hill." Some of the soldiers remained in the town and found work at the armory. Some died while in camp and they were buried in the cemetery, indeed

> "their spirits are said still to hover around the scene of their earthly campaign, and 'oft in the stilly night' are the weird notes of their fifes and the clatter of their drums heard by belated Harper's Ferrians. The negroes, who appear to be especially favored with spiritual manifestations, bear unanimous testimony to these facts, and it is notorious that some fine houses in the neighborhood have been, for years, without tenants, in consequence of their being supposed to be the rendezvous for these errant spirits."[59]

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58. Steiner, Bernard Christian, The Life and Correspondence of James McHenry, 1907, pp. 401, 402.

59. Barry, Joseph, op. cit., pp. 10-11.

In the year 1800 the government made several more purchases of land and rights obtaining the Keep Tryste[60] iron furnace, the rights to dig iron ore at Friends Ore Bank, and certain timber rights[61] in order to insure a much needed supply of charcoal.[62] These purchases, which were probably made possible by the Act of Congress of May 4, 1798, indicate that the opposition to the site had been overcome. The idea of a government arsenal captured the fancy of one of the leading architects of the time. Benjamin Henry Latrobe, in a letter to Thomas Jefferson dated March 28, 1798,

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60. Located near the mouth of Elk Branch on the Potomac River.

61. The following transactions may be found in the Appendix, Part A:
    - Item 8. May 8, 1800 - A warranty deed from General Henry Lee to the United States for 1600 acres of land in Berkeley County, Va., near the Keep Tryste furnace.
    - Item 9. June 1, 1800 - A warranty deed from William Wilson et al to the United States for 4 acres, 50 roods of land near the Keep Tryste furnace.
    - Item 10. June 20, 1800 - A warranty deed from George North et ux to the United States for 4 acres, 42 roods (Keep Tryste furnace).
    - Item 11. August 4, 1800 - a quit claim from Robert Milligan to the United States for 221 acres of the Keep Tryste furnace tract.

    All of the above being from National Archives, Record Group 121, Public Buildings Service, Harpers Ferry Laminated Material.

    Another document dated June 20, 1800 - A deed from William Wilson to the United States for 221 acres of the Keep Tryste furnace may be found in National Archives, Record Group 121, Public Buildings Service, Harpers Ferry File No. 390 Miscellaneous.

62. The Jefferson Republican, 20 September 1951, op. cit., p. 27 "....as much as 400 bushels of charcoal had to be burned to make a ton of iron in a bloomery....."

expressed his interest in it and asked to be commissioned to design the project.[63] Another letter from Joseph Perkins to the Secretary of War reveals that Latrobe had actually furnished a plan for an Armory.[64]

Meanwhile work was progressing at Harpers Ferry through the utilization of General Pinckney's troops - a ready and convenient labor force - as cited in the following orders:

> "The president has directed that as many soldiers shall be employed on the Canal in the Vicinity of the camp as the good of the service will permit. The major general has conversed with the superintendant of the works on this business and the superintendant is desirous of commencing next week with 50 soldiers as fatigue men and a proportionate number of sergeants. They will be allowed a Sixth of a Dollar per day and Double rations of provisions per man. This is to be a weekly fatigue agreeably to the strength of the Different Regiments. Volenteers are to be prefered for this duty."[65]

This force was increased to 100 men the next week.[66]

Although Joseph Perkins was appointed superintendent in 1796 the records indicate that it was not until 1801 that any arms were completed. In that year 293 muskets of the old 1763 French infantry type were turned out. In 1802 the production number was increased to 1472.[67]

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63. Hamlin, Talbot Faulkner, Benjamin Henry Latrobe, New York, Oxford University.

64. National Archives, Washington, D. C., RG. 107, Records of the War Department, Office of the Secretary, "Military Book No. 1-A, November 10, 1800 to November 17, 1803 - War Office."

65. National Archives, Washington, D. C., RG 153, Orderly Book Division Orders, May 22, 1800.

66. Ibid., May 29, 1800.

67. Satterlee, L.D., A Catalogue of Firearms for the Collector, p.301.

The following description of Harpers Ferry at about 1805 is given by Joseph Scott: "Here is a post office which is 65 miles from Washington city. On the west side of the river /Potomac River/ are about 15 houses."[68] The town had grown very slowly since its inception but now, with the armory at last in full production, a large work force was required, bringing with it commercial and industrial prosperity. Writing in 1808, Caldwell states that about 100 men were employed and that the government was considerably increasing and enlarging the armory works.[69]

By 1810 the production of muskets was about 10,000 a year.[70] A brief description of the town at that time follows:

> "Harpers Ferry: Though small in appearance, contains upward of 700 sails. It has a good tavern, several large stores for goods, a library, one physcian, and a professor of the English language."[71]

> "It was in this same year that 44 steps were hewn out of live rock on the hill in order to give better access to St. John's Episcopal Church. During the Civil War these steps were to become known as the 'Bloody Steps' because of the number of wounded soldiers who sought the sanctuary afforded by the two churches then on the hill."[72]

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68. Scott, Joseph, A Geographical Dictionary: of the United States of North America, Printed by Archibald Bartram, Philadelphia, 1805, unpaged.

69. /Caldwell, T./, A Tour Through Part of Virginia in the Summer of 1808, New York, 1809, pp. 8,9.

70. Satterlee, L. D., op. cit., p. 301.

71. Varle, Charles, "Topographic Description of Jefferson County," 1810, p. 32.

72. Daughters of American Revolution Magazine, October 1953, op. cit., p. 1145.

> "Between 1810 and 1820 the inventive ingenuity of a Marine gunsmith developed a rifle which was to play a significant role in the history of Harpers Ferry as well as of United States infantry armament..... John Hall, a resident of Portland, Maine, received in 1811 a patent on a breechloading rifle destined to become known as the Hall Rifle, first breechloader to be used by U. S. military forces."[73]

Hall's design was accepted by the War Department and in 1819, Hall moved to Harpers Ferry in order to supervise the production of the new rifle. He was provided with two new buildings on the Shenandoah to which other buildings and dwellings for the workers were soon erected.[74] Mrs. Fairbairn estimates John Harris Hall's contribution as follows:

> "Most important of John Hall's innovations, was the achievement for which today he does not have due recognition: that of inventing and developing machinery which made inter-changeability of parts possible, making present-day production lines a reality. Congressional records prove that his achievement of perfection in interchangeability was the first in the world, although experiments had been conducted by others, notably Eli Whitney, who today receives popular acclaim for its perfection."[75]

By a special act of Congress on 3rd March 1819 the 221 acre tract which had previously been purchased by the U. S. from Potts, Wilson and North on 20 June 1800 was sold on the 21st September

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73. Everhart, William C., op. cit., p. 14. For an excellent account of the arms connected with Harpers Ferry see pages 14-19.

74. Ibid., p. 15.

75. The Jefferson Republican, 20 September 1951, "John Hall's Breech-Loading Rifle" by Charlotte J. Fairbairn, p. 22.

1819 to John Preacher.[76] In reference to this sale Col. Bomford (?) states: "...although a very large sum was paid by the War Department for this right to dig ore viz. $24,000 to General Lee and $42,000 to Potts, Wilson and North minus $15,000 for which the 221 acre tract sold and although the ore is considered as of the very first quality yet as it has never been made available to the U. S. and unless the National Foundry should be established (somewhere in the neighborhood) it probably never can be....."[77]

A description of the Armory in 1821 mentions

> "thirteen two-story brick buildings, facing each other in two rows, across a seventy foot yard..... A mile and a quarter up the Potomac a dam had been constructed which diverted water into a canal (the 'United States Canal'). At the Armory this dam was several feet above the level of the yard, its drop providing the water power.
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> "The area above the Armory along the slope facing the Potomac was landscaped during this period and planted with

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76. There were conflicting claims to the right of digging ore. Messrs. McPherson and Brien claimed the right after Thomas C. Miller had made an agreement with Col. Bomford (representing the U. S. Government) to supply ore to the U. S. by digging on this land. In a letter Miller wrote to Col. Bomford dated Gettysburg, Pa., 26 July 1837, he says "....I went to work to prepare iron suitable for Harpers Ferry Armory. Already I have delivered two tons." (National Archives, Washington, D. C., RG. 153, Office of the Judge Advocate General, Military Reservation Division, Reservation File 1809-1942, West Virginia) Later, Miller was forced off the land by the workers of Messrs. McPherson and Brien, and so the contest began.

77. National Archives, Washington, D. C., RG. 153, Office of the Judge Advocate General, Military Reservation Division, Reservation File 1809-1942, West Virginia-Harpers Ferry Arsenal, West Virginia/Login Field Box No. 45, Folder 21. Letter probably from Col. Bomford 12 January 1837 to Hon. B. H. Butler, Secretary of War.

shrubs and flowers adding a great deal to the natural beauty of the town.

"By this time the chronicler estimated the number of dwellings in the town as 130. While there were as yet no churches, the town boasted four school teachers and a circulating library as well as a general store and a tavern."[78]

"The cornerstone of the first bridge of modern construction was laid in October, 1824 with Lewis Wernwag the architect. This structure spanning the Potomac River was 750 feet from abutment to abutment and was thought of as a 'handsome double wooden bridge'."[79]

By 1823 there were 113 government-owned buildings listed at Harpers Ferry which included 3 arsenals and a magazine (there seems to be a confusion of terms here), 89 dwelling houses and out buildings and work shops and appendages.[80]

In 1828 further prosperity came to Harpers Ferry in the form of contracts to private manufacturers which the government let in an attempt to expand the limited facilities of the Hall Rifle Works.[81]

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78. Everhart, William C., op. cit. Everhart mentions a manuscript in the possession of Mrs. E. Bruce Allen, Moorefield, W. Va.

79. Dictionary of American Biography, edited by Dumas Malone, 1936, Volume XX, pp. 2,3. Louis Wernwag (Dec.4,1769-Aug.12,1843) was a German who came to Philadelphia c. 1786 and became a pioneer bridge builder. He moved to Harpers Ferry, Va. in 1824 where "he purchased the Isle of Virginius, and there continued the preparation of his timber."

"A letter from his son John to Samuel L. Smedley, dated Harpers Ferry, Aug. 27, 1874 (Engineering News, Aug. 15, 1885, p. 99), includes a list of twenty-nine bridges built by the father during his active career of twenty-seven years. He died at Harpers Ferry."

80. American State Papers, Military Affairs, Vol. II, pp. 482,483. See Appendix, Part A, Item 16.

81. Jefferson Republican, 20 September 1951.

> "Most of these contracts were discontinued because of inability to meet Hall's exacting standards for interchangeable parts -- a manufacturing process in which Hall was one of the pioneers."[82]

On August 15, 1828 the charter of the Potomac Company was surrendered to the Chesapeake and Ohio Company and this action was accepted by a stockholder's resolution September 10, 1828.[83] The Turnpike Company was organized in 1830 and a stagecoach line linked Washington, D. C. and Harpers Ferry.

In 1832 a flood is recorded and there must have been some rebuilding and repairs afterwards. Perhaps this flood caused the government to secure rights to

> "complete and perfect the dams now extending partly across the Shenandoah above and nearly opposite the said Gulph Mills."[84]

Since the establishment of the government works at Harpers Ferry in 1796 there was an ever increasing and continued economic and industrial growth and in the wake of this boom came further developments in the transportation system.

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82. Everhart, William C., op. cit., p. 17.

83. Franklin Institute, Philadelphia, Annual Report of the Chesapeake and Ohio Canal for the years 1829 to 1840, not viewed by the writer.

84. A document from John Strider to the United States dated June 27, 1833. National Archives, Record Group 121, Public Buildings Service, Harpers Ferry Laminated Material. See Appendix, Part A, item 18.

PART C

THE CANAL AND THE RAILROAD

1. Early Canal Projects

Mention has been made previously of Washington's ideas about developing a canal along the Potomac and the subsequent formation of the Potomac Company. Washington had been made president of the Company but he resigned in order to become President of the United States. From that time on the Potomac Company languished. From 1786 to 1820 so little was accomplished[85] that an official investigation was made. Following this, the Potomac Company adopted a resolution on the 3rd of February 1823 to surrender the charter they held to a new company.[86]

A bill was then introduced into the Maryland legislature for the formation of a new company - the Potomac Canal Company - the cost of whose work would be about 1-1/2 million dollars, to be born by Maryland, Virginia and the District of Columbia (each to pay one third). This bill failed to pass the Maryland legislature because the canal did not propose to reach Baltimore, a city which was becoming a very important commercial hub. Consequently, the plan of operation was enlarged to include

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85. Hulbert, Archer Butler, Historic Highways of America, Volume 13, The Great American Canals Volume I - The Chesapeake and Ohio Canal and The Pennsylvania Canal; Arthur H. Clark Co., Cleveland, Ohio, 1904; p. 63.

86. Ibid., pp. 65,66.

Baltimore (via a canal to the Potomac) to be known as the "Maryland Canal Company." A revised bill passed the Virginia legislature January 27, 1824 and the Maryland legislature on January 31, 1825. This project, so authorized, became known as the Chesapeake and Ohio Canal Company.

2. The Beginnings of the B. & O. Railroad

Various delays and difficulties resulted in a period of inactivity, and it was at this time that the idea of a railroad from Baltimore to the Ohio River was originated. It was thought that railroads might supersede canals as effectively as canals had superseded turnpike roads. On February 28, 1827, a charter to the Baltimore and Ohio Railroad Company was granted by Maryland and subsequently confirmed by Virginia on March 8, 1827, and by Pennsylvania on February 22, 1828.[87] Thus a rivalry was created in the same territory.[88] The success of the Erie Canal now generated enough enthusiasm among the ranks of the Chesapeake and Ohio Canal Company to cause a bustle of activity. At the same time, the Baltimore and Ohio Railroad Company was imbued with the pioneer spirits of invention and progress, for the very idea of travel on a road of iron rails was looked on with distrust by many people. Early in 1828 both companies were busily engaged in making surveys and before long it was clear that the point of

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87. Ibid., pp. 98,99.

88. Ibid., p. 100.

conflict would be at that place where the railroad approached the Potomac River.[89] The C. & O. Canal Company was evidently first to realize this for on 10 June 1828 an injunction was obtained against the railroad company to prevent encroachment on the lands granted the canal company by charter rights. The B. & O. then procured an injunction from Maryland to restrain the canal company. Thus the legal battles began.[90] Meanwhile each company was trying to outdo the other and they both planned impressive ceremonial displays to mark the beginning of actual construction. In an effort to draw attention away from the railroad, the C.& O. arranged to have John Quincy Adams, the President of the United States, as their honored guest on the 4th of July, 1828 in Georgetown, D. C. The B. & O. immediately countered with the announcement that the only surviving signer of the Declaration of Independence, Charles Carroll of Carrollton, would be their guest of honor at an opening celebration also to be held on the 4th of July, 1828. On the same day that John Quincy Adams resolutely planted his spade into the earth (and immediately struck a root which caused him so much difficulty that he had to remove his coat, roll up his sleeves and force the spade before he could triumphantly display, to the watching crowds, the first earth removed in construction)[91] Charles Carroll of Carrollton was placing a cornerstone in Baltimore in the

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89. Ibid., p. 101.

90. Ibid., p. 102.

91. Ibid., pp. 105,106.

presence of an estimated seventy thousand people. Fireworks and stirring speeches followed at both places and the stock of both companies was taken up quickly.[92]

President Philip Thomas of the railroad sent Jonathan Knight, his chief engineer and Stephen H. Long on an extended tour to inspect other railroads in the United States, the British Isles and in France. They left Baltimore on October 20, 1828, and returned in 1829.[93]

The railroad opened a stretch of road 12 miles long (from Baltimore to Ellicott's Mills) on May 22, 1830. Many schemes were formed about the best type of locomotion to be used. There were ideas of horses walking on endless belts, steam engines and Evan Thomas, the brother of the president of the road, invented a sail-powered machine of which Benjamin Henry Latrobe said:

> "I well recollect the little experimental locomotive of Mr. Evan Thomas; it was 'a basket body', like that of a sleigh, and had a mast, and, if I recollect, 'a square sail, and was mounted upon four wheels of equal size'. It ran equally well in either direction, but of course, only in that which the wind happened to be blowing at the time, although it would go with the wind abaft the beam, but at a speed proportioned to the angle with the plane of the sails. It was but a clever toy, but had its use at the time of the showing how little power of propulsion was necessary upon a railway, compared with the best of the roads that had preceded it."[94]

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92. Ibid., p. 107.

93. Baltimore and Ohio Magazine, September 1950, Research Library News by Margaret Talbott Stevens, "Interesting Letters by B. & O.'s First Chief Engineer," p. 16.

94. Scharf, History of Maryland, Volume III, p. 167.

The "Tom Thumb," a locomotive which had been constructed in Baltimore in 1829, ran the 12 miles in 1 hour and 12 minutes on August 28, 1830.

The Federal Government had subscribed to the C. & O. Canal Company for 10,000 shares (valued at $1,000,000) and accordingly the Board of Directors of the railroad company applied for similar aid.[95] Their application was refused, the supposed reason being that the president of the canal company happened also to be the chairman of the Committee on Roads and Canals in the House of Representatives of the United States.[96]

3. Reaching the Potomac

Work on both projects continued, but as the engineers of the railroad became more familiar with the problems involved, it became apparent that their only course was to gain the Potomac River at "Point of Rocks" (twelve miles below Harpers Ferry) and to follow the river from that place. Failing this, an immense tunnel would be required and this was, to them, a financial impossibility. To add to their difficulties, it was decided in the Court of Appeals, in 1832, to reverse the injunction of the Chancery Court of Maryland and to sustain the C. & O. Company in its right-of-way along the Potomac. The railroad tried desperately to effect some kind of compromise, for this was a potential death

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95. Hulbert, Archer Butler, op. cit., p. 114.

96. Ibid., p. 114.

blow to the organization, but the canal company refused to listen, believing they had gained the final victory in this bitter fight. The Maryland legislature obtained a compromise on May 9, 1833 in which both enterprises were to pass through the disputed land. The railroad, of course, was forced to submit to distasteful terms in order to remain in existence. They (B. & O.) were compelled to subscribe to 2,500 shares of C. & O. stock, amounting to $266,000, and the canal company was designated to build the railroad through the contested territory. Jonathan Knight, the chief engineer of the B. & O., wrote:

> "I have enjoyed good health this winter but have been confined making calculations, estimates, drawings, and reports relative to railroads. We have been stopped at the point of Rocks, that is, at a point 12 miles below Harpers Ferry where our route first strikes the Potomac River 68 miles from Baltimore, in consequence, of the suit with the Canal Company for the prior right of way having been decided against the railroad and in favor of the canal, and we have not yet decided how we shall proceed from thence."[97]

On May 7, 1832, he also wrote from East Bethlehem, Pa.:

> "In a few days I shall return to Baltimore where we are finishing the railroad to the point of Rocks at the Potomac 12 miles below the Harpers Ferry and 68 miles from Baltimore. To this point and to Fredrickstown there has been laid a track and the 2nd track will be laid the present summer - upon the one track, however, the cars have been running since the first of the December last without interruption from the winter or other cause...."[98]

The railroad was complete to a point opposite Harpers Ferry on the Maryland side of the Potomac by December 1, 1834, but here again a

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97. Baltimore and Ohio Magazine, September 1950, op. cit., p. 16.

98. Ibid., p. 48.

delay was incurred. According to the terms of the compromise, the railroad could not go beyond this point until the canal was complete to Cumberland, Maryland (1840 being the maximum time allowed for this construction).[99] Now that the competition from the railroad had been temporarily removed, work on the canal declined. By June of 1834 the canal had cost $4,062,991.25 and 78 miles still remained to be built. More help was needed and so Maryland appropriated nearly two million dollars (the amount requested) on March 7, 1835. This action saved the canal, but probably the only reason it was taken was because so much money had already been tied up in the project. The C. & O. Company then began to run more accurate estimates for the final construction and discovered they had badly underestimated their own financial needs. Instead of the two million dollars they had asked for, they now required three and a half million dollars.[100] The people of Maryland naturally were disturbed over this matter, and again it seemed as if the canal were doomed. The railroad backers now saw an opportunity to gain the advantage, and so they joined the C. & O. people and raised pleas to the State Government of Maryland. Their success was overwhelming. On June 3, 1835, the so-called "Eight Million Dollar Bill" passed the Maryland legislature. The appropriations in the bill were as follows:

Chesapeake and Ohio Canal Company	$3,000,000
Baltimore and Ohio Railroad Company	3,000,000
Maryland Canal Company	500,000
Annapolis Canal Company	500,000
	$8,000,000

99. Hulbert, Archer Butler, op. cit., p. 119.

100. Hulbert, Archer Butler, op. cit., p. 123.

By far the most important part of the bill to the railroad company, however, was an allowance made to the B. & O. to ascend the Potomac Valley. At this time the canal was complete only to Holman's Dam, about 26 miles above Harpers Ferry.[101] In Baltimore there was a salute of 100 guns and accompanying fireworks, for now the city's prosperity seemed more certain. The bill also allowed the citizens to subscribe to B. & O. stock, and three million dollars' worth was transacted.[102] The B. & O. Company now found themselves with assets which had increased six million dollars in one year![103]

4. The Railroad Wins

The financial distress of 1837 delayed construction on both projects, and it was not until 1839 that work of any consequence was again commenced. The railroad rapidly pushed on. By the end of 1842 Cumberland, Maryland had been reached, and by January of 1853 it was open all the way to Wheeling, West Virginia, on the Ohio River. Thus a dream had come true. The dreams of the canal men, however, were not to come true. In December of 1838 the canal again asked Maryland for enough assistance to complete the canal to Cumberland. A committee was appointed, but instead of State aid, they advised Federal aid and finally an Act was passed April 5, 1839, for this aid. By December 1839 another

101. Hulbert, Archer Butler, op. cit., p. 123.

102. Ibid., p. 123.

103. For an account of the B. & O. Railroad at Harpers Ferry, see pp. 34-36.

application for assistance was asked and denied and the company had to issue script in 1840.[104] Further pleas were presented in December 1840 and in March 1841, which failed, but on 5 April 1841 an additional loan of two million dollars was granted on certain conditions. These were not met, and the Act was later repealed. For some time private contractors had continued the construction, believing that the State or the U. S. Government would surely support the operation, but now they stopped.[105] Again in December of 1841 an appeal was made and no action resulted. Now another tragedy occurred. Floods in April and September of 1843 caused damages to some of the finished areas of the canal, placing the company in a state of further financial distress.

In December 1844 aid was asked, and an Act which waived the liens of the State on the canal was passed on March 10, 1844. Work commenced in 1845 but was stopped June 1, 1846. There were a series of floods doing great damage to the canal in 1846 and 1847. Work was again started in 1847. The canal was finally finished to Cumberland in October 1850 after a brief delay in construction from March to July. The total distance from Washington, D. C. to Cumberland, Maryland, along the east bank of the Potomac, was 185-7/10 miles and the total cost was $11,071,176.21.

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104. Hulbert, Archer Butler, op. cit., pp. 130-135. Many of the above appeals and Acts are mentioned here.

105. Ibid., p. 135.

5. The B. & O. Crosses the River[106]

The proposed B. & O. railroad line at Harpers Ferry was surveyed in 1832-1833. In order to save the problems of running the line over Government-owned property, it was first decided to construct a bridge from a point on the Maryland shore (corresponding with the present location of the bridge on that side) across what was later known as Byrne's Island to the Virginia shore at the extreme upstream end of the Government land. Several years after this decision, a Government employee at the Armory named Patrick Byrnes took a patent out in Maryland and claimed possession of Byrnes Island (even though it actually had been in Government possession for over 40 years). The Baltimore & Ohio Railroad Company then purchased this island from Byrnes, not aware that there might be a question of title. It was realized that in order to provide flood protection for the line, an expensive high wall or causeway would have to be constructed in solid masonry. It was further believed that the current of the stream would be impaired by this structure. For these reasons the original proposed line of crossing had to be abandoned. The alternative was to run a bridge straight across the river with stone abutments and arched spans after having obtained Government permission for a right-of-way

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106. Most of the information contained in this section of the paper was taken from the following document, which is reproduced in full in the Appendix, Part A, item 29: National Archives, Washington, D. C., RG 121, Public Buildings Service, Harpers Ferry Laminated Material, "Statement of Facts in the Harper's Ferry Case - The Government vs. The Baltimore & Ohio Railroad," 13 pages, c. 1875 by F. C. Adams.

on the Virginia side of the river. Since in this scheme the bridge met the Virginia (later West Virginia) shore at the center of lower Harpers Ferry, at the south end of the Armory property, the engineers had to decide whether the line should follow the bank of the river (the most valuable part of the land) or whether the route should be along the bluff on the west side. After an investigation, it was discovered that to run the line along the bluff would cost more than a million dollars, because it would be necessary to cut through over a mile of bluerock, and in the process a county road would have to be relocated. Accordingly, the request for the right-of-way was made for the route along the river bank. The railroad was unpopular and Congress refused this authority, contending that the property was too valuable and also that Government buildings would be in constant danger of fire because of sparks from the wood burning locomotives. The railroad officials decided to wait, and two years later (1836) an administrative agreement was drawn up between Joel R. Poinsett, Secretary of War, and Louis McLane, President of the Baltimore and Ohio Railroad,[107] permitting the railroad to run a single track along the Armory property. This agreement stipulated that a width of not more than thirty feet should be taken and that an outer retaining wall should be built (leaving a sufficient space between this wall and the Government wall for a free

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107. National Archives, Washington, D. C., RG 121, Public Buildings Service, Harpers Ferry Case No. 154 (ms). For a full transcription of this agreement, see Appendix, Part A, item 27.

water-course) and finally that nothing should be done to injure the Armory property. In the final analysis it can be said that the Baltimore and Ohio Company did not comply fully with the agreement. The roadway was built up to a 60' width in one place and a double track was laid throughout the Armory property. The Company also took over a large amount of ground for workshops and timber-yards and put up a watering station on the Shenandoah. These things were all done in violation of the agreement and without any supplemental authority.

6. After the War

Immediately after the Civil War in 1866 the B. & O. Company applied to Edwin M. Stanton, Secretary of War, for authority to straighten the track and change its position from the river front to the bluff side of the Government property. This was to avoid the sharp curve at the end of the bridge and also the crossing of the Government canal (which had already been damaged because the railroad bridge had not been built in compliance with the 1836 agreement). The War Department gave authority for this action but stated that the county road would have to be regraded and widened and that all damages caused by this construction should be paid for.

Again the B. & O. Company decided that the expenses involved in this plan would be too great, and so they abandoned the idea. They then began to straighten the existing line. A wooden trestle was placed directly in the center of the Government

canal. This checked the natural flow of water and created a heavy bank of sand on one side of the canal, which caused such a strong backwater that the outer wall of the canal gave way. Stone abutments were also erected on both sides of the canal. Alarmed at these events, the Army sent Colonel Simpson of the Engineer Corps to make an examination of the situation. His report censured the railroad and recommended that they should be held responsible for all damages suffered. The B. & O. Company offered apologies and stated that they intended to purchase the property at the impending Government sale in 1869. The Government, apparently satisfied, took no action. In the advertisements it is interesting to note that no mention was made of the fact that the main B. & O. line was on some of the property which was offered for sale. About two weeks before the event it was believed that rumors were spread by railroad employees that the Government did not have a clear title to the land. This story was placed in the newspapers, and it probably caused some prospective purchasers to drop out. The railroad, thus free of some of the competition, described the property as being worth thirty to forty thousand dollars, but at the sale they finally bid $175,000.

One Captain Francis C. Adams of Washington, not dismayed by these tactics, made a higher bid, however, with the idea that he could require the railroad to pay for its occupation of the land. The company claimed the sale was unfair because they had not been properly informed of the position the Government was

to take about the property. A water-power company was formed by the new property owner with George H. Plant as President. They began to improve the Armory property by building a new lock at the dam, new headgates and repairing the wasteways. Notice was served on the B. & O. Company that the next work would be on the canal in which the railroad had previously placed a wooden trestle. In view of the indifferent attitude taken by the railroad, the water-power company threatened to be forceable and to take up the track. The railroad then sent a group of guards to protect the property and got a court injunction to keep the water-power company from interfering with the B. & O.'s operations. The water-power company countered with a cross injunction which brought up a question of title, which had to be resolved by court action.

The case for the railroad was based on three main points:

A. That a large portion of the disputed land belonged to Maryland and not to Virginia as claimed by the Government.

B. That the B. & O. Company had a title under the Byrnes patent.

C. That the Poinsett agreement was a pre-eminent right-of-way.

The water-power company had to stop work and ask the Government to make its title good. The Government filed a bill of ejectment and after two years' delay the case was argued at Wheeling, W. Va. before U. S. District Judge Jackson. An opinion in favor of the

railroad was delivered November 17, 1875,[108] with the following action on the three points of the B. & O. case:

A. Disposed of the title claim based on the purchase of the island from Patrick Byrne.

B. Disposed of the claim that the property in question was mostly in Maryland.

C. Upheld the Poinsett agreement of 1838.

During the Civil War the canal proved to be of considerable help in supplying the armies in the field and in transporting passengers and commercial goods. Coal from the mines near Cumberland was the chief commodity. The railroad bridges were destroyed several times, but the canal was always operative except in times of flood. After the Civil War the canal became a political topic until the flood damage in 1889. The state refused further aid and the canal was abandoned. Once more litigation was sought and a half-million dollars was allotted for repairs. In 1891 traffic was again resumed, but in 1924 use of the canal stopped after a flood. In 1938 the United States purchased it.

7. Harpers Ferry during the Canal and Railroad Development

Besides the changes brought about by the canal and the railroad, other events marked the physical history of Harpers Ferry in the years leading up to the Civil War period.

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108. National Archives, Washington, D. C., RG 121, Public Buildings Service, Harpers Ferry Laminated Material (printed), "District Court of the United States for the District of West Virginia - Opinion of the Court, Nov. 17, 1875," 9 pages. A complete transcript of this document is included in the Appendix, Part A, item 29.

St. Peters Catholic Church was built in 1833 on land which was a gift from two brothers and a sister - James B. Wager, Gerald B. Wager and Sarah Ann Wager.[109]

The Government works were expanded and improved. Contracts were awarded for new dwelling houses.[110] Additional work on existing buildings was also accomplished.[111]

As early as 1836 mention is made of a National Foundry[112] in the correspondence of General Rust, who, writing in reference to "Friend's Ore bank," says: "From the representations of the Ore, it might be of great value however to the Government, in the event of the establishment of the National Foundry in the District which is in contemplation." The increased transportation facilities at Harpers Ferry made this proposed operation more feasible. The ore would be sent from the Harpers Ferry area to the foundry and then, after processing, back to the Armory.

On the twenty-third of May, 1834 John Quincy Adams, with

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109. The Jefferson Republican, 20 September 1951, op. cit., p. 8. In 1830 Harpers Ferry was first considered as a parish of the Roman Catholic Church.

110. National Archives, Washington, D. C., RG 156, Office of the Chief of Ordnance, Contract Book No. 13, pp. 79-80. A full transcript of this contract (which was located by Mr. Kissling of the Harpers Ferry staff) will be found in the Appendix, Part A, item 17.

111. Ibid., pp. 190-191. A copy of this contract (which was located by Mr. Kissling of the Harpers Ferry staff) will be found in the Appendix, Part A, item 19.

112. A foundry is a building where the casting of metal takes place.

a Congressional party, traveled from Georgetown to Harpers Ferry on the canal. Excerpts from his diary concerning this trip follow:

> "There we found two canal boats, one of them cast iron.... I entered the largest of the two boats.
>
> "We reached Harper's Ferry about nine in the evening, and, with the aid of Mr. Mercer and of the agent of the Corporation I was quartered in the house of General Rust, the Superintendent of the National Armory at this place..... At one o'clock we all dined together at the inn, and after dinner first visited the Armory, where the rifles are made; but the works are not comparable to those at Springfield. We then ascended the hill which overlooks the College, and rested at the residence of Captain John P. Hall."[113]

It was on November 23, 1843 that John Quincy Adams again passed through Harpers Ferry, and his notation in his diary which follows indicates no great change in the appearance of the town:

> "Harpers Ferry I remember with pleasing and sad recollections of the Congress party from Georgetown, in the iron canal boat, on the Chesapeake and Ohio Canal in June, 1834. It looks much now as it did then."[114]

A telegraph line was routed from Baltimore to Cumberland, by way of Harpers Ferry, in 1848.

In the summer of 1850 over 100 people of Harpers Ferry died of Asiatic Cholera, and Barry remarks that "the business of the place suffered severely."[115]

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113. Adams, Charles Francis (editor), Memoirs of John Quincy Adams, 1876, Volume IX, pp. 140-142. A small engraving of Harpers Ferry in 1835, showing the bridge across the Potomac River, may be found in Duttenhofer's Reise nach Nordamerika, Stuttgart, 1835, facing page 81.

114. Ibid., Volume XI, p. 440.

115. Barry, Joseph, op. cit., p. 21.

It was also in 1850 that St. John's Lutheran Church was erected on land which was a gift from the Government.[116]

According to an Act of Congress dated 3 March 1819 allowing the Secretary of War to sell "certain military sites" and an additional Act of Congress dated 28 April 1828, which included (among other things) arsenals in this authorization, the Secretary of War announced that a sale of Government property would be made at Harpers Ferry on the 1st and 2nd of September, 1852. An index map of the blocks and lots concerned was prepared by S. Howell Brown, Surveyor of Jefferson County, Virginia. The workmen at the Armory were allowed to purchase not more than two lots apiece but were given easier terms than the rest of the purchasers. The terms required that all purchasers should pay one quarter of the total price in cash and the balance in one and two years from the date of the sale. The workmen were allowed one, two, three and four years to pay. A total of 224 lots were listed as sold, 51 of them to the workmen.

Again on the 17th of February 1853 the Secretary of War held a further sale, the terms remaining the same. The sale included "the lots contained in the five blocks on the cliffs on the Potomac River. Four of these blocks contain twenty-two lots, most of them sixty feet front by one hundred and thirty-two feet deep. One block contains seven lots of different sizes - from

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116. The Jefferson Republican, 20 September 1951, op. cit., p. 27.

two-fifths of an acre to two acres each."[117]

A new arsenal was proposed about 1854, but evidently no further action was taken in this matter.[118] However, in the following description of Harpers Ferry printed in 1855 a considerable number of arms are mentioned as being stored in the arsenal, and there is little doubt that there was definite need for another new building:[119]

> "The village is compactly, though irregularly built around the base of a hill, and is the center of considerable trade. It contains four or five churches, several manufactories and flouring mills, a United States armory in which about 250 hands are employed, producing, among other articles, some 10,000 muskets annually, and a national arsenal. In the latter are continually stored from 80,000 to 90,000 stand of arms. As these are subject to the orders of the executive department at Washington, the deficiencies recurring from time to time are supplied from the factories."[120]

On June 28, 1859, about three o'clock in the afternoon, a tornado passed through the area of Harpers Ferry. Its effect

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117. National Archives, Washington, D. C., RG 121, Public Buildings Service, "Deeds From United States - Harpers Ferry," Ordnance Office. Bound volume c. 14" x 20". Newspaper clipping glued inside front cover, n.p., c. 1853.

118. National Archives, Washington, D. C., RG 156, Ordnance Office, Special File Box No. 28 (ms), (Memorandum from _____ to Col. Baker, July 19, 1854).

119. On each of the maps dated 1835, which are listed as items 4 and 5 in the Appendix, Part C, an "Old Arsenal" and a "New Arsenal" building is shown. This means that from the date of the first building (c. 1800 ?) to some time previous to 1835 there was such an expansion that a new storeplace was needed and provided. From the date of this new building (pre 1835) to 1854 then, a period of at least 20 years, there was evidently a further need for space.

120. Edwards, Richard, Statistical Gazetteer of the State of Virginia, Richmond, 1855, p. 263.

was evidentally slight according to the following description:

> "A fine covered bridge that crossed the Shenadoah about 500 yds. above its mouth was lifted from its piers and completely overturned into the bed of the stream."[121]

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121. Barry, Joseph, op. cit., p. 26.

PART D

THE WAR AND AFTERWARDS

Very little damage was sustained by Harpers Ferry buildings during the John Brown raid of October, 1859,[122] but from the start of the Civil War to recent times there have been a whole series of unfavorable events which mark the decline of the town. The most physical destruction was caused during the War. The situation was a particularly unfortunate one, being within reach of both Confederate and Union forces throughout the entire conflict.[123] The first calamity occurred on the night of May 18, 1861, when Captain Jones, fearing that the Armory would fall into the hands of approaching Confederate Troops, set fire to the buildings and abandoned the place.[124] Before the advancing forces had arrived, however, some of the townspeople, afraid of losing their livelihood, had extinguished the fire in the shops and had managed to save not only the buildings but the machinery as well. The arsenal itself, along with some 17,000 arms, was totally destroyed, but "... valuable machinery, tools, large quantities of material and many thousands

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122. Robert E. Lee, J.E.B. Stuart, Thomas J. ("Stonewall") Jackson and (General) Joseph E. Johnston were all involved in the raid.

123. During the Civil War the two important northern invasions by the Confederacy followed that route near Harpers Ferry.

124. Telegram from Capt. Jones to Maj. E. Sibley, May 24, 1861, National Archives - Record Group 92, Office of the Quartermaster General, Consolidated Correspondence File 1794-1915, Box 377.

of unfinished musket and pistol parts were saved, all of which were priceless to the Confederacy, and were in fact the 'heart' of Confederate Ordnance."[125]

Harpers Ferry was then occupied by the Confederates for about two months, during which time the machinery was dismantled.

> "Everything seized was sent by rail to Winchester, the terminus of the railroad, thence by wagons to Strausburg, where the Manassas Gap Rwy. received it and carried it to Richmond."[126]

There it was stored temporarily in tobacco warehouses, because the Virginia State Armory was being renovated. The machinery for manufacturing the short model 1841 rifle was shipped to Fayetteville, North Carolina, where production was started in the spring of 1862.

> "In March, 1865 upon the approach of Sherman's army, the Fayetteville machinery was loaded on cars and taken to Egypt, Chatham County and secreted in an old mine. The Federals learned of this and in May, a force of men with 80-mule teams was sent in after it. Nearly all of the machinery was recovered and taken to Raleigh."[127]

On the 14th of June, 1861 the Confederate force blew up the railroad bridge, burned the main armory buildings and left the town. Two weeks later, on the 28th of June, Colonel Faulkner's forces entered the town and burned the Rifle Factory, destroyed the Shenandoah Bridge and some railroad stock.[128] Mr. Herr's

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125. Albaugh, William A. and Simmons, Edward N., Confederate Arms, The Stackpole Company, Harrisburg, Pennsylvania, 1957, p. 228.

126. Ibid., p. 228.

127. Ibid., p. 219.

128. Ibid., p. 67.

buildings on Virginius Island[129] were rendered inactive by the Federal troops under the command of Lt. Col. Andrew. His idea was to reactivate them when the proper moment presented itself; however, his plans went awry when Confederate cavalry forced entry into the town and burned the extensive mill works, the date being about the 16th of October 1861.[130]

One of the more destructive incidents occurred after a Union scout had been shot by a sniper in February of 1862. Major Tyndale sent his troops into that part of the town in which the sniper had hidden with orders to burn everything between the armory and the railroad bridge, including Fouk's Hotel.[131]

Lincoln visited McClellan in 1862 and stayed at the Odd Fellows Hall, now said to be the home of the oldest Lodge in West Virginia.[132] By the winter of 1862 almost all of the former residents of Harpers Ferry had left the town. Only a few of the older citizens remained.[133] During the course of the War the Presbyterian Church had been used as a horse stable and guard house, the Methodist Church was destroyed by vandalism and the

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129. The island covered an area of about 13 acres. Before the War there were 28 neat dwellings, one flour mill, one cotton factory, one carriage factory, one sawmill, one machine shop and one foundry on the island.

130. Barry, Joseph, op. cit., p. 76.

131. Ibid., p. 76.

132. Daughters of the American Revolution Magazine, October, 1953, op. cit., p. 1147.

133. Barry, Joseph, op. cit., p. 76.

Lutheran Church had been used as a hospital and had suffered considerable damage. Further destruction is recorded in a letter from the corporate authorities of Harpers Ferry written in 1872.

> "Two of our school houses were pulled down during the war by the United States soldiers and the bricks after being used in the camps were sold by the United States ordnance officer here ..... the third and only remaining one, after having been used almost constantly for a hospital and greatly damaged, was repaired at the expense of the town ..... We have neither town-house nor jail, the jail also having been destroyed during the war."[134]

The railroad bridge was destroyed and rebuilt nine times during the course of the conflict.[135] Of all the buildings in the armory group only the Fire Engine House escaped destruction.[136]

The Government was never again to manufacture arms at Harpers Ferry. Immediately after the war there was a certain amount of rebuilding,[137] and the hope was that the town once again would flourish. Mr. Herr sold his 13 acre island to the firm of Childs and McCreight of Springfield, Ohio in July, 1867, and a

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134. Letter of July 5, 1872, from the corporate authorities of Harpers Ferry. National Archives, Record Group 121, Public Buildings Service, West Virginia File Drawer No. 28.

135. Barry, Joseph, op. cit., p. 87.

136. Ibid., p. 88.

137. Ibid., pp. 53-58. Barry states that between 1865 and 1869 Mathew Quinn, Daniel Ames and J. M. Decaulne each had erected "splendid houses since the War" with the lower floors being used as storerooms and the upper floors being used as dwellings. He also remarks that Mr. Murthagh Walsh "has erected a similar house on the site of the old and well-known Doran store" and that a frame building which was built towards the close of the War "supplies the place of the old 'Wager Hotel'" which was destroyed by Federal Troops in 1862.

large force of men were employed for 15 months repairing the place.[138] Even some of the armory buildings were placed into service again, this time by the Quartermaster Troops, who put floors and roofs in them,[139] but, in general, the property of the Government was allowed to deteriorate badly. The Presbyterian Church was repaired, as were the Catholic and the Lutheran Churches.[140] New construction included a new Methodist Church and several new houses.

John Storer of Sanford, Maine, in February 1867, offered to donate $10,000 towards the foundation of a school for Negroes somewhere in the South, providing some organization would match the offer. After various arrangements and meetings (in which Dr. O. B. Cheney, then President of Bates College, and Rev. N. C. Brackett, a Baptist missionary, played active roles)it was decided that Harpers Ferry would be the proper site for this school, and accordingly a farm of 150 acres was acquired on Bolivar Heights. In June 1867 $4,000 was raised at a public meeting held at Fairport, New York. A promise of $6,000 was obtained from General O. O. Howard of the Freedman's Bureau in Washington, D. C. Dr. Cheney went to see James A. Garfield in an effort to secure a grant of Government land on Camp Hill. As a result of this plea, four large brick mansions, former residences

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138. Ibid., p. 93.

139. A letter from D. J. Young to Brevet Major A. B. Dyer, dated March 12, 1866. National Archives, Record Group 92, Office of the Quartermaster General, Consolidated Correspondence File 1794-1915, Box 377.

140. Barry, Joseph, op. cit., p. 93.

of officers of the Government works, were acquired.[141] On Monday, October 2nd, 1867, Storer College commenced instruction in "Lockwood House" with 19 pupils. The farm, which had been purchased previously, was, in part, divided into lots, which were sold, and the remainder of the property was cultivated in order to provide financial assistance. In 1868 Lincoln Hall, a boarding house for male students, was built and in March of that year a charter was granted the school by the State of West Virginia. The school grew over the years until, in 1950, there were 274 pupils and nine buildings covering an area of 30 acres.[142]

Since the Government works at Harpers Ferry had been destroyed during the Civil War, it was decided to allow private enterprise the privilege of using the excellent water power available there. Accordingly, Congress passed an Act dated 15 December 1868, directing the Secretary of War to conduct a public auction of the Government lands, holdings and water power privileges, and this was carried out on November 30 and December 1st and 2nd, 1869, the total bid being $279,303.50. Included in the sale were: (1) The waterpower and grounds on which the arsenal, armories and factories formerly stood; (2) An ore bank; (3) A ferry privilege and (4) A large number of building lots. The sale was on credit and Captain F. C. Adams of Washington, D. C., was the highest

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141. House of Representatives Report No. 1525, National Archives, Record Group 121, Public Buildings Service, Harpers Ferry No. 390, Miscellaneous.

142. The Jefferson Republican, 20 September 1951, op. cit., p. 6.

bidder, offering $206,000 for the chief item consisting of the water power and the armory and rifle factory grounds. He was given one and two years' time for payment. Many of the poorer citizens of Harpers Ferry, encouraged by the prospect thus offered of a thriving private industry in their town, purchased 240 lots for the aggregate sum of $73,303.50, on similar credit terms. Shortly after the sale handbills were circulated in the town announcing that Senator Sprague of Rhode Island was to address the populace on "The Future of Harpers Ferry." The distinguished speaker never arrived and, upon investigation, it was discovered that he was completely ignorant of the affair.[143] It gradually became evident that Captain Adams and his partners were nothing but irresponsible speculators who sought only to sue the Baltimore and Ohio Railroad because their tracks were laid on the armory property.[144]

At this critical point the town experienced one of the most disastrous floods of its history. The flood lasted two days, starting on Friday, September 30, 1870. The water rose six feet in four minutes and Virginius Island, Overton Island and the downtown section of the town were under water. The covered bridge of

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143. Barry, Joseph, op. cit., p. 108.

144. It is unfortunate, indeed, that Capt. Adams and his partners in fraud produced such a high bid for the Baltimore and Ohio Railroad was planning to set up a rolling mill on the armory site, a legitimate enterprise. This statement is found in Barry, Joseph, op. cit., p. 109.

the railroad was washed away, and a total of some seventy houses in Harpers Ferry were lost, as well as forty-two lives.[145] The flood, of course, greatly diminished the value of the property. Furthermore, very little was done to maintain or improve the armory and rifle factory properties afterwards. The Government was unable to collect the money due on the bonds and was finally compelled to enforce its vendor's lien. The armory and rifle factory properties were bought back at a fraction of the original price. Since the majority of the small lot purchasers were poor people and could not meet the terms of purchase, Congress passed an Act on June 14, 1878, which authorized the Solicitor of the Treasury to release them from their obligations by the cancellation of their contracts and also to make possible a resale of the properties. In the period between sales, the property on which the armory and rifle works had stood was allowed to further deteriorate and much of the iron was stolen because no watchmen had been employed for protection.[146] Only twelve of the purchasers of 1869 had built new houses and 122 of the lots were listed as still vacant.[147]

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145. Barry, Joseph, op. cit., pp. 96-104. There is presented here a description of the flood in all its terrifying aspects.

146. From an inspection report from William E. Anderson to James D. Butt, dated September 10, 1877. National Archives, Record Group 121, Public Buildings Service, Harpers Ferry Case No. 155.

147. Cancelled bonds from the sale of December 6, 1869, National Archives Record Group 121, Public Buildings Service, Harpers Ferry File No. 387, Cancelled Bonds.

In 1877, the year before the resale, a flood of the Potomac River almost destroyed the C. & O. Canal. The hope of reviving the town through the reestablishment of industry also motivated the sale of 1878, but considerable trouble developed because the titles and rights to the land had been confused and clouded. Further sales were held in 1880, 1881 and 1884[148] but unfortunately the dreams of renewed prosperity were never again realized. The water power at Harpers Ferry became less and less important as new developments and techniques in industrial power became feasible. A great flood in 1936 inundated the lower part of the town and destroyed bridges, further discouraging business. Squatters began moving into the deserted buildings.

In the meantime, an Act of Congress of August 21, 1935, authorized the Secretary of the Interior to undertake preservation of historic structures under the National Park Service. On April 9, 1936, at a meeting at Harpers Ferry, Arno B. Cammerer, Director of the National Park Service, expressed himself as being wholeheartedly in favor of establishing a National Historic Site there.[149] In a meeting of National Park Service officers and Congressmen on the 17th of February, 1938, it was disclosed that the Department of the Interior had been working on this for the preceding 22 months. Harpers Ferry National Monument was established

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148. See Appendix, Part A, items 32, 33 and 35.

149. Shepherdstown Register, April 9, 1936, Shepherdstown, West Virginia, "Big Time at Harpers Ferry."

by an Act of Congress dated June 30, 1944. It was to be in the dual state area of Maryland and West Virginia and was not to exceed 1500 acres.[150] By 1952 Maryland had made $40,000 available for land purchases, and the Conservation Commission of the State of West Virginia had procured $350,000. Finally, by a deed dated January 16, 1953, about 500 acres of land at Harpers Ferry was donated to the United States.

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150. Public Law 386, 78th Congress, Chapter 328, 2nd Session.

II

APPENDIX

PART A

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Washington, D C., National Archives, R.G. 153, Office of the Judge Advocate General, Military Reservation Division, Reservation File, West Virginia Box No. 44, 1 Harpers Ferry (ms), (A copy of the last will, Robert Harper. Berkeley County, Virginia, 26 September 1782)

"In the Name of God Amen. I Robert Harper of Berkeley County in the Commonwealth of Virginia being sick and weak in Body but sound in Memory and Judgement calling to mind the frailty and vicissitudes of Life and succeeding Eternity do hereby make Constitute, ordain and appoint this to be my last will and Testament revoking, disallowing and rescinding all other Wills or Testament by me heretofore made in manner and form as follows Viz. I leave my Body to the Earth to be burried /sic./ in a decent manner at the discretion of my Executors after mentioned and reccommend /sic./ my Soul to the hands of that God who gave it in hopes of a glorious Resuraction /sic./ there the atonement and ato/n/ement of our Lord and Saviour Jesus Christ: and for what Worldy Estate it hath pleased God to bestow upon me I give leave and bequeath a & follows after my Just Debts Death Bed and Funeral Expenses are paid off Viz. Imprimis I give Leave and Bequeath to my Nephew Robert Griffith one moiety or half of my Ferry Survey to form a Straight & direct line to run along the two fences on the East Side or that Side next to the Ferry The one fence Lying on the North and the other on the South Side of the road leading from the Ferry to Winchester the Sides of the above mentioned Fences to be a derector /sic/ or to Show where each end of the Devision /sic./ line Shall terminate, The end of the line leading to Potowmack to terminate as Soon as it Strikes that River, the end Leading to Shenandoah to keep a Straight Course till it likewise strikes said River and to Contain and Include the Island opposite where the said line strikes, Thence to Run up my Line Joining Semples line, to Continue with said line

/Second Page/

and to Include Ninety Acres of a New Survey Thence to Continue its Course till where the Devision /sic./ line Shall Strike Potowmack River Including therewith my Saw Mill and Grist mill with all The utensils belonging to both Mills, likewise I do leave unto my said Nephew all my moveable Estate whatsoever Except my negroe wench Beck.-----

2dly I give leave and bequeath unto my Niece /sic./ Sarah Harper Daughter of my Brother Joseph Harper Joiner and Cabinet maker late of Philadelphia or her heirs my Ferry and Ferry house on Potowmack River and all the remainder of my ferry survey not before devised to Robert Griffith together with all my Estate Right and Title to the Maryland Shore of the Said Ferry, and also all my Estate Right and Title to and for Ten Acres upon what is now called The big Island up Potowmack River adjoining

the Ferry aforesaid But it is my will that neither my said Neice /sic./ Sarah or her husband if alive shall enjoy the said Ferry and Lands hereby devised and bequeathed longer than their natural life or Lives, and it is likewise my will that my said Niece Sarah or her Husband Shall and may have full power and authority to leave and bequeath the said Ferry and Lands to them devised as above to either of their sons whom they Shall Judge most deserving Thereof and in case of failure of male line to leave and give the premises aforesaid to either of Their Daughters as may appear to them or the survivor of them the most suitable It is likewise my will that my Debts all and sundry Shall be paid out of the rents of my Ferry by my Executors aftermentioned who are hereby empowered to retain the same till all Just Claims and Demands against my Estate are paid off and discharged-----

Thirdly It is my will in Consideration of what is above

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devised and made over to my said Neice /sic./ Sarah that she her or assigns shall be obliged to ferry over at the Ferry above-mentioned passage free every person or persons who shall bring with them Grist of any kind to the Mills on the Lands now belonging to me adjoining the same------

Fourthly, I hereby give leave and bequeath unto my Neiphew /sic./ Joseph Vreen a Tract of Land Containing Three hundred acres of Land Lying at the mouth of Indian Run Sleepy Creek in Berkeley County being the same as was purchased by me from Aron Rice----

Fifthly, I hereby give and leave and bequeath unto my Nephew Robert Harper Josiah Harper, Jonas Vreen, Hezekiah Vreen and Israel Vreen the whole amount of what my Negroe wench Beck Shall bring to be equally Devided /sic./ and Shared amongst them, and for that purpose it is my will that my Executors Shall as Soon as Convenient for them after my Decease Cause the said Negroe Wench Beck to be Sold-----

And for the more sure causing this my Last will and Testament to be put into due Execution, I do hereby ordain nominate Constitute and appoint and by these presents have ordained nominated Constituted and appointed my well beloved friends Edward Lucas John Ryan of Berkeley County and Robert Griffith of Bedford County in the Commonwealty /sic./ of Virginia to be my only true and Lawfull /sic./ Executors for the purposes before mentioned, hereby ratifying and Confirming all and whatsoever my said attorneys shall lawfully do with regard to the premises, and They or either of Them Shall not be liable to any Neglect or Omissions respecting the Same, In Witness whereof I have here unto set my hand and seal unto this my Last Will and Testament This Twenty Sixth Day of September in the year of our Lord

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one Thousand Seven Hundred and Eighty Two-

Signed sealed published pronounced and
declared by the said Robert Harper to
be his Last Will and Testament in Robert Harper
presence of us-
R. M. Knight
T /?/ Hamilton
John Duncan
William Duncan
Wm Darke

Be it known to all men by these Presents that I Robert Harper
of the County of Berkeley & Commonwealth of Virginia, have
made & declared my Last Will and Testament in writing Bearing
date this first day of october one Thousand Seven Hundred and
Eighty-Two, I Robert Harper by this present Co--il /?/ do
ratify confirm sd last will & Testament, and it is further my
Last will that four acres of Land most Convenient round
my Grave yard Shall be laid off By my Executors & be inti--ly /?/
Appropriate to the use of a grave yard and all my Debts due
by Bond note or Back Debt and all the rents now due from my
ferry Be By my Executors disposed of in the best manner Towards
Erecting a grave yard and Building a church on sd four acres of
Land, & /?/ He--ing /?/ a head and foot stone for my Wife
so /?/ grave and likewise for my own and my will and meaning
is that this co codicil be adjudged to be a part and parcel of
my last will and Testament and that all things contained therein,
be faithfully and truly preformed /sic./ and as fully and amply
in every respect as if the same had been declaired /sic./ and sit /sic./
down in my last will & testament as Witness my hand this first Day
October one thousand Seven hundred and Eighty-two
Signed in presence of us
R. M. Knight
Wm Darke Robert Harper his mark
James Claypoole

At a court held for Berkeley County the 15th day of October 1782 This last will and Testament together with the codecil /sic./ annexed of Robert Harper Deceased Was presented to court by John Ryan Edward Lucas and Robert Griffith the Executors wherein named who made Oath thereto according to Law and the same being provd /sic./ by the Oaths of Robert M. Knight William Darke and William Duncan witnesses thereto and ordered to be recorded and on the motion of the said Executors who entered into Bond with William Darke and John Briscoe Junr their securities in the penalty of five Hundred pounds conditioned for their true and faithful administration of the said Estate Certificate is granted them for obtaining a probate thereof in due form

Teste

Will Drew

A Copy Teste

D.Hunter CBC"

Public Statues at Large of the United States of America
Vol. 1, 1st - 5th Congress 1789-1799, 1845, p.352

An Act of Congress providing for the erection of the arsenal.

Third Congress Sess. I. Chapter 14 1794

"Chap. XIV - An Act to provide for the erecting and repairing of Arsenals and Magazines, and for other purposes.

Section 1. Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That for the safe keeping of the military stores, there shall be established under the direction of the President of the United States, three or four arsenals with magazines, as he shall judge most expedient, in such places as will best accommodate the different parts of the United States. Either or both of the arsenals heretofore used at Springfield and Carlisle, to be continued as part of the said number, at his discretion: Provided, that none of the said arsenals be erected, until purchases of the land necessary for their accommodation be made with the consent of the legislature of the state, in which the same is intended to be erected.

Section 2. And be it further enacted, That there shall be established, at each of the aforesaid arsenals, a national armoury, in which shall be employed one superintendent, and one master-armourer (who shall be appointed by the President of the United States) and as many workmen as the Secretary for the department of war shall, from time to time, deem necessary, so that the whole number at all the armouries shall not exceed one hundred. And the said superintendents shall each receive as a compensation, seventy dollars per month, and the said master-armourer each, fifty dollars per month.

Section 3. And be it further enacted, That there shall be employed an officer, whose duty it shall be (under the direction of the department of war) to superintend the receiving, safe keeping and distribution of the military stores of the United States, and to call to account all persons, to whom the same may be intrusted: he shall receive for his compensation, at the rate of one hundred and twenty-five dollars per month, and shall be appointed by the President of the United States.

Section 4. And be it further enacted, That a sum not exceeding fifty-nine thousand dollars, be appropriated for the erecting and repairing of the arsenals and magazines aforesaid, and a sum not exceeding twenty-two thousand eight hundred and sixty-five dollars for defraying the expense of the national armouries,

for one year; and the further sum of three hundred and forty thousand dollars, to be applied, under the direction of the President of the United States, in the purchase of arms, ammunition and military stores; which said several sums shall be paid out of the duties on imports and tonnage, to the end of the present year.

Section 5. And be it further enacted, That an annual account of the expenses of the national armouries be laid before the legislature of the United States, together with an account of the arms made and repaired therein.

Approved, April 2, 1794"

Washington, D. C., National Archives, R.G. 153 Office of the Judge Advocate General, Military Reservation Division, Reservation File 1809-1942, West Virginia Box No. 44, 1 Harpers Ferry (ms), (Letter, Timothy Pickering, War Office Washington, D C. to Tobias Lear, January 28, 1796)

"War Office Jan^{y} 28 1796
rec^{d} Feb^{y} 11 "

"Sir,

The President having examined a report from this department and the papers accompanying the same, relative to the site for an arsenal on the Potowmac, and weighed the advantages & disadvantages of the several places contemplated for that object is of opinion that the situation in the fork [?] as the junction of the Potowmac and Shenandoah rivers is the most eligible, as combining the greatest advantages. He has consequently desired that I would cause measures to be taken immediately for purchasing the land and erecting the necessary works, in conformity to the act of Congress.

The interest you have taken in this affair, & the agency you have had in the preliminary agreements with the proprietors, joined to your earnest wishes al [sic.] all times to render your assistance in carrying into effect whatever the President deems importantly beneficial to his country, leave me

no

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no choice of an agent to complete the purchase of the lands necessary for the establishment of an Arsenal. I beg leave to commit the business to your management, and to request that you will immediately proceed to make the purchase of Mr. Rutherford and the Wagers.

By your letter to the President of the 26th of October I conclude the 'saw-mill tract which Bready agreed to sell to John Wager junr.' is the same which in Col. Gilpin's sketch is called 'Harper's Saw-mill', and that this tract is necessary to obtain a complete command of the water of the Shenandoah; of course that it must be comprehended in your purchase.

It will be expedient to agree on a price with Col. Bull for so much of his land as shall eventually be wanted for the public service; & before he knows that the arsenal is positively to be fixed as above mentioned. If there are any other proprietors whose lands on your examination shall appear necessary or highly beneficial to the public establishment, it will be desirable that the like conditional bargains should be made.

In

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In conversation with Mr. Weston, he mentioned the practicability of making a canal on the right bank of the Potowmac from the commencement of the rapids about a mile & three quarters above the mouth of the Shenandoah, down to the point; & that fifteen feet head of water may be gained in that distance. Now eventually it may be important to the public to possess the right of making such a canal: and therefore I must request the favor of you to see whether it will be practicable to secure it, & on what terms. Conditional bargains for the land may be entered into. Or will the property of the Wagers and Rutherford extend that length? I hope it does, and that the right will be obtained by the purchasers already contemplated to be made of them.

If a sketch of the lands of the various proprietors in the fork /?/, to the extent of a thousand or more acres, could be easily furnished, accompanied by a description of the lands, in relation to the adjoining waters, and the qualities of the lands, particularly in regard to their surface whether hilly,

stony

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stony or otherwise, with indications on the sketch where the qualities change, it would be of great use in judging of further purchases.

I enclose the original agreements of Mr. Rutherford and the Harpers. It had escaped my recollection that they had fixed the 1st /?/ & 10th of this month to terminate their conditional obligations, until I since reexamined the papers on this subject, in forming my my /sic./ report to the President. I shall be very unhappy should this delay induce them to depart from their agreements. I am sure you will do whatever is in your power to establish them and complete the purchase.

I shall be obliged by your acknowledging the receipt of this letter & your acceptance of the agency should it be impracticable for you to undertake (tho' I earnestly hope otherwise) I must ask the further favor of you to employ a perfectly confidential man in your stead.

I am with great respect &
esteem, dear sir, Yr obt Servt

Timothy Pickering

Tobias Lear Esqr."

Washington, D. C., National Archives R.G. 153 Office of the Judge Advocate General, Military Reservation Division, Reservation File 1809-1942, West Virginia Box No. 44, 1 Harpers Ferry (ms) (Letter Tobias Lear, Washington, D. C. to Col. Pickering, February 26, 1796)

"Washington Feb^{y} 26th 1796

Sir,

I have the pleasure to inform you that I have concluded the Bargain with the Wagers and Rutherford for the property at the junction of the Rivers Shenandoah & Potomak [sic.] And it is with peculiar satisfaction I can add that it is obtained for the sum proposed in the Terms offered by them last Fall viz. 6666 $^{66}/_{100}$ Dollars for one Tract and Ten Thousand Dollars for the other with a Relinquishment of some Reservations then proposed by the Wagers on the Ferry Tract making the whole much more favorable for the Public. I found more Difficulty in concluding the Bargain than in any Thing of a similar Kind that I ever undertook and I am peculiarly happy in having effected it as it seems an Object of the First Importance for the Public and I am sure you will feel satisfied with it as it relieves you from the Apprehension of Evil having resulted from Delay.

I enclose copies of the Agreements with the parties from which Deeds may be drawn by the Attorney General of the United States. Mr. Lee being so perfectly acquainted with the Manner in which these Things should be done in Virginia I thought it better to put it upon this Footing than to have Deeds drawn and signed in the first Instance in which there might possibly have been some Flaw. The orginal Agreements I keep in my Hands not caring to trust them unnecessarily to the Contingencies of a Letter. My further Agency in this Business if wanted may be commanded.

I have the Honor to be
with the greatest Respect and Esteem
Sir Your most obedient Servant

[signed] Tobias Lear

Col. Pickering

P.S. The two Tracts now agreed for include the whole Fall of the Potomack and Shenandoah- of the former there may be 15 Feet fall with the whole Weight of the water of the River- of the latter 25 Feet all the water of the River. I made no additional Agreement for adjoining Lands as some peculiar circumstances were then in the way but I have no doubt of being able to obtain it for twenty Dollars an Acre."

Washington, D.C., National Archives R.G. 121 Public Buildings Service, Harpers Ferry Laminated Material (ms) (Copy of a warranty) deed, John Wager, Sr. et ux, Berkeley County, Virginia to the United States, June 15,1796).

1)
"This indenture made this fifteenth day of June in the year one thousand seven hundred and ninety six Between John Wager Senior and his wife Merey John Wager Junior and Margrett Wager all of Berkeley County In the Commonwealth of Virginia and Mary Wager of the City of Philadelphia of the one part and George Washington president of the United States of the other part, witnesseth that the said John Wager Senior and his said wife John Wager Junior Margrett Wager and Mary Wager for and consideration of the Sum of Seven Thousand and Sixteen Dollars and Two Thirds of a Dollar Lawfull money to them in hand paid before the Ensealing and Delivery of these presents on account of the United States by the said George Washington president of the said United States the receipt whereof they the said John Wager Senior and his said wife John Wager Junior Margrett Wager and Mary Wager do hereby acknowledge and thereof the said United States do forever Esconcrate and Acquit and for and in Consideration of the Covenants herein after Reserved on the part of the United States to be kept and performed have granted bargained and sold alien Release and Confirm and by these presents do grant bargain and sell alien Release and Confirm unto the said George Washington president of the United States & his successors forever the following parcels or Tracts of Land that is to say an Island in the River Potomack opposite to Harpers ferry Containing Twenty Acres more or Less, also all that parcel of Land / except as is herein after excepted situate in the said County of Berkeley Commonly known by the name of Harpers ferry Tract, which was devised by the Last will of Robert Harper bearing date on or about the Twenty sixth day of September one Thousand Seven hundred and Eighty two unto his neice Sarah Harper and is bounded by the River Potomack, on the outside by the River Shennandoah on another side and by the line deviding it from the Tract or parcel of Land devised by the said Robert Harper unto Robert Griffith on the other side / Excepting, six acres part thereof where upon the Buildings occupied by the said John Wager Senior now stands to be laid off in one parcel and bounded by the Road Leading

2)
up the Shenandoah River on the one side by the west side of the Garden fence belonging to the Dwelling house of the said John Wager Senior and a line Extending from thence Northerly to include a Stable on the north side of said Dwelling house on another side thence Easterly till within one hundred and fifty feet from the Bank of the River potomack, then Southerly till it strikes the Road aforesaid Leading from the ferry up the Shennandoah, Excepting also a piece of Land for the ferry Landing one hundred and ten feet from the bank of the River Potomack from the Bank of that River potomack near the north end of a stone house down to the point where the waters of the Potomack and Shannandoah Rivers join, the aforesaid piece of Land being intended by the parties to lay along the Bank of the River potomack & to be in all parts one Hundred & Ten feet wide from the said Bank and to begin on the said Bank near the said stone house and to extend with the said River down to the point of Junction with the Shannandoah Together with all houses Except as before Excepted ways and waters Except as is herein after provided and Covenanted woods Commodities advantages and hereditaments to the hereby granted premises belonging or in any manner appertaining (Except as herein before hath been or herein after shall be Excepted or otherwise provided and the Reversions and Reversions Remainder and Remainders Rents issues and profits thereof, and all the Right Title Interest and Clause in Law or Equity of them the said John Wager Senior and his said wife John Wager Junior, Margrett wager and Mary wager, and each of them of in and to Concerning the premises herein granted Subject to the Covenants Exceptions and provision herein Contained and Expressed, to have & to hold the said parcels of Land and appurtenancies except as herein Excepted reserved and Covenanted unto him the said George Washington president of the United States and his successors forever to and for the use and behoof of the said united States forever and to and for no other use or behoof whatsoever and free and clear of all and every charge and Incumbrance Whatsoever Except as herein Contained and Expressed and the said George Washington president of the united States for himself and his successors do the Covenant and agree for and on behalf of the said united States with the said John Wager Senior and his

3)
said wife John Wager Junior Margrett Wager and Mary Wager and their heirs Executors administrators and assigns that the several owner or owners possessor or possessors occupier and occupiers of the Land and premises herein and hereby Excepted and not Conveyed and their heirs and assigns shall have the right and priveledge of keeping the publick Ferry or ferrys from the said Landing at the junctions of the said Rivers accross each to the opposite

shore and of Landing at any time when the Current of either River shall make it Neccessary the boat or boats Employed in the said ferriage or any part of the hereby granted premises and so long as the United States are furnished and accomodated with addequate means of Transporting accross each River to and from the said ferry Landing whatsoever shall be requested for publick use or purpose it shall not be Lawfull for the said united States at their own expense to Transport any-person or thing from the said ferry Landing accross Either River or from the opposite side of Either River to the said Ferry Landing but whenever and so often as the United States shall not be furnished with same and immediate transportation of any person or persons thing or things to the and that unreasonable Delay or Interruption may not be suffered in their affairs, it shall be Lawfull for the united States aforesaid at their own Expense to Transport at to and from the said ferry Landing any person or persons thing or things or publick account which for the general good shall be Expedient and the said John Wager Senior for himself and his heirs Executors and administrators doth declare Covenant and agree to and with the said George Washington president of the United and his successors forever that he the said John Wager Senior in pursuance of the intent of the Last will of Robert Harper hath Ellected and Appointed his son the said John Wager Junior to take and to have and hold the said parcel of Land devised by the Last will aforesaid unto the said Sarah Harper his late wife who has Departed this Life without making any devise or appointment thereof and that he the said John Wager Senior will not make any other appointment or any Request whatsoever thereof, And it is mutually agreed between the said John Wager Senior and his said wife John Wager Junior and Margrett Wager and Mary Wager and their Respective heirs

4/

on the one part and the said George Washington president of the United States and his susseccors on the other part that it shall be Lawfull for Tobias Lear his Executors administrators and assigns to have hold and Enjoy all that part of the hereby granted premises for and During the Term of his Contract that is to say for the space of Seven years Commencing from the day of December Last any thing herein to the Contrary, notwith standing but subject to such future agreement as the said Tobias Lear his Executors or Administrators shall make with the united States and the said John Wager Senior and his said wife John Wager Junior Margrett Wager and Mary Wager severally and for their several heirs Executors and administrators the hereby granted premises and their appurtenances

subject to the Exceptions and Covenants and provisions aforesaid unto him the said George Washington president of the united States and his successors for the use of the united States as aforesaid against the said John Wager senior and his said wife John Wager Junior Margrett Wager and Mary Wager and their heirs Jointly and Severally and against the Claim of all and every person and persons whatsoever will warrant and shall forever Defend by these presents, In witness whereof the parties have here unto set their hands and seals the Day and year first above written signed sealed and Delivered in
the presence of ----- John Wager /LS/
Arthur Shaaf & George Scott &
Robert Whittett as to John Wager
John Wager Jun & Margrett Wager John Wager Jun /LS/
and by the said Mary Wager in the
presence of us Fred, Beales Phil,T, Margrett Wager /LS/
Dunn - - - - - - - - - - - - - - -
Mary Wager /LS/

Memorandum of the Couvres of the Six acres reserved to John Wager In and mentioned in the foregoing Deed, Viz Beginning at a stake standing the west side the ferry Road one hundred and fifty feet from the Bank of the River potomack and Running thence S° 50- W 26 N poles to a stake on the Edge of a hill near the Shannan doah Bottom and on the side of a slate Rock between a Mulber ry and hop wood Tree both marked with three Chops on one side thence N° 48 W 40 poles to a Chestnut tree on the side of a hill marked as a Corner then N° 50 E 22 poles to a stake at the side of a Broad Rock, then S° 53 E 40 poles to the aforesaid Beginning Containing and now laid Down for six acres of Land

5)
Surveyed at the Request of Mr. Tobias Leir as being the Six Acres Reserved by Mr John Wager and other in the sale of their Lands Given under my hand May 17th - 1796 Signed,
a true Copy witness John Davenport
John Wager John Wager Junior,

Memorandum that on the Fifteenth day of June one Thousand Seven hundred and ninety six we Received from George Washington president of the United States on their account by the hands of Tobias Lear the sum of Six Thousand Six Hundred and Sixty Six Dollars and Two Thirds of a Dollar also Three hundred and fifty Dollars making the full consideration within mantioned Viz. Seven Thousand and Sixteen Dollars and Two Thirds of a Dollar. In witness whereof

we have hereunto set our hands and seals the day and year last mentioned

Attested by
Arthur Shaaf & Ge° Scott Jun
Robert Whittett as to John Wager
John Wager Jun & Margrett Wager
and to the signing of the said
Mary Wager by us Fred^k Bealles-
Phil. T. Dunn, witnesses at the
signing of Geo^r Washington------
Thomas Peter, Ge°W Craik

John Wager /LS/
John Wager Jr /LS/
Margrett Wager /LS/
Mary Wager /LS/

G^r Washington /LS/

Whereas Certain Causes have prevented the Recording of this annexed Deed Conveyed Certain Land from John Wager and John Wager Jr to the United States Now Thereof be it Known that we the Subscribers a party to the aforesaid Deed do Consent Covenant and agree to and with the United States that the aforesaid non Recording of said Deed does and shall not in any way Invalidate the same and we do by these presents acknowledge said Deed to be Just true and firm and that the date thereof shall be on the first day of February one Thousand Seven Hundred and Ninety Seven Instead of the fifteenth day of June one Thousand Seven Hundred and Ninety Six and that the Recording thereof take place from and after the said first day of February any thing in

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the Deed aforesaid to the Contrary notwith standing Given under our hands and seals at Harpers ferry in the County of Berkeley Commonwealth of Virginia this first day of February one Thousand Seven Hundred and ninety Seven Sealed Signed and Delivered

John Wager /LS/

in presence of - - - - - - -
Rob^t Whittett, Tho^s Wilson
William Merideth

John Wager Jun /LS/

City of Philadelphia Sc^r

Before me Matthew Clarkson

Esqr Mayor of the City of Philadelphia came Mary Wager one of the Grantors in the within written Indenture named and in Due form of Law acknowledged the same to be hir act and Deed and Desired it might be Recorded as such she being nineteen years and Ten Months of age,---

In Testimony whereof I the said Mayer have hereunto
set my hand and Caused the Seal of the Mayoralty of
(LS) the said City to be hereunto affixed the Twenty Third
( ) day of June in the year of our Lord one Thousand Seven
hundred and ninety six-------- Matthew Clarkson mayor

At a Court held for Berkeley County the 24th day of July
1797 this Indenture was acknowledged by John Wager John
Wager Junior two of the parties thereto which together with
the duly Authenticated Certificate, as to the Execution of
Mary Wager the other party, and the other endoresements there
on appearing, is ordered to be recorded

By The Court
Teste
Mo Hunter, CBC

A Copy
Teste
DA Hunter CBC"

Washington, D.C., National Archives R.G. 121 Public Buildings Service, Harpers Ferry Laminated Material (ms), (A copy of a warranty deed, Thomas Rutherford et al Berkeley County, Virginia to the United States, February 20, 1797).

"This Indenture made this twentieth Day of February in the year of our Lord one Thousand Seven Hundred & ninety Seven Between Thomas Rutherford William Darke van Rutherford & Mary Rutherford Exect & Executrix of Thomas Rutherford Junior Deceased of the County of Berkeley & State of Virginia of the one part and George Washington president of the United States for and behalf of the said United States of the other part, witnesseth that the said Executors and Executrix by virtue of the Last will and Testament of the said Thomas Rutherford Junior deceased and for & in consideration of the sum of Ten Thousand Dollars to them in hand paid by the said George Washington president of the United States for and in behalf of the said United States the Receipt whereof they do hereby acknowledge and thereof do forever release acquit acquit & discharge the said United States. They the said Executors and Executrix do hereby grant bargain sell alien release and Confirm' unto the said George Washington president of the United States & his successor for ever, A Certain Tract or parcel of Land Situate Lying and being in the said County of Berkeley & near the Confluence of the Rivers Potomack and Shennandoah and bounded as follows, Beginning at Three Sycamores corner to Thomas Wilson, on the North Bank of Shenodoah and running thence with the said Wilsons line north two Degrees west one hundred & thirty six poles to a white Oak corner- Thence North Seventy Three Degrees west Thirty Six poles to a stake in a field thence north Seventy nine Degrees west one hundred & Sixty Eight poles to a small white oak Growing out of stump Corner to said wilson & the Lands of potts wilson 16°, Thence with their line North six degrees East one hundred & five poles to a stake on the banks of potomack where the corner of the entire tract stood thence down Potomack river north sixty three degrees East Sixty Two poles, thence South Sixty one Degrees East three hundred and fifteen poles to a Chestnut stump near a marked Sugar tree thence Leaving Potomack and Closing the entire Tract with the line of a piece

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parcelor tract of Land Conveyed to the United States by John Wager & his wife Mary John Wager Jun and Margrett Wager South one hundred and sixteen poles to a small black oak Tree on the bank of Shenandoah, thence up the same with its meanders North Eighty Seven degrees west Sixteen poles South Seventy four degrees west twenty poles, South Twenty eight

degrees west thirty four poles, South seventy degrees west Twenty eight poles, west twenty poles, North Eighty two degrees west Twenty six poles North Seventy Eight degrees west fifteen poles to the Beginning Containing Three hundred & Ten acres be the same more or less which said Tract or parcel of Land Contains one moiety of a Tract of Land Granted to Robert Harper Deceased by the Late Lord Fairfax proprietor of the northern neck by Patent bearing date on the fifth day of april in the year of our Lord one Thousand Seven Hundred and fifty one & also one entire tract granted to the said Robert Harper deceased by the said proprietor by patent bearing date on the nineteenth day of april in the year of our Lord one thousand Seven hundred and sixty two & were devised by the said Robert Harper by his last will & Testament duly proved & recorded in the Court of the said County of Berkeley to a Certain Robert Griffith now deceased & Conveyed by Robert Griffiths eldest son and heir at Law of the said Robert Griffith deceased by his deed bearing date on the ninth day of January Last part, to the aforesaid Thomas Rutherford william Darke van Rutherford & Mary Rutherford Executors and Executrix of Thomas Rutherford Junior deceased, And all Houses Buildings orchards Meadows ways waters waterCourses Mills, mill dams & other appurtenances whatsoever to the said Tract of Land hereby Conveyed belonging or in any wise appurtaining, to have and to hold the said Tract of Land hereby Conveyed together with all & singular the appurtenances thereunto belonging unto the said George Washington & his succes ors presidents of the United States and for the use of the said United States forever, to & for the use & behoof of the said united States

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& to and for no other use or Behoof whatsoever and free and Clear of every charge or incumbrance whatsoever, And the said Thomas Rutherford William Darke van Rutherford & Mary Rutherford for themselves their heirs the aforesaid Tract of Land hereby Conveyed with all and Singular the appurtenances thereunto belonging unto the said George Washington president of the united States & his Successors for the use of the united States as aforesaid against them the said Thomas Rutherford William Darke van Rutherford & Mary Rutherford & their heirs Jointly & Severally & against the Claim of all & every person or persons whatsoever shall and will warrant & forever defend by these presents, In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written signed sealed and delivered.

in presence of----- Thomas Rutherford /LS/
Thomas White, Paul Ceedmore
Heronomous Probeck William William Darke /LS/
Deleyea John Grantham Junr Van Rutherford /LS/
Thomas Smallwood Lemuel James Mary Rutherford /LS/
witness to the signature of George Washington
Tobias Lear, B Dandridge, George W. Craik George Washington /LS/
3 March 1797
This Deed is Deemed sufficient in Law
Chas Lee attorney Genr us
At a Court held for Berkeley County the 25th day of September 1797 This Indenture was acknowledged by Thomas Rutherford and Van Rutherford two of the parties thereto and ordered to Lie and at Court held for the said County the 24th day of Septem ber 1798 the same was further acknowledged by William Darke and Mary Rutherford two other parties thereto and ordered to be Recorded by the Court Teste J Bedinger CBC
A Copy Teste D Hunter CBC"

Washington, D.C., National Archives RG 121 Public Buildings Service, Harpers Ferry Laminated Material (ms) (a copy of a warranty deed, Thomas Wilson, Berkeley County, Virginia to the United States, November 22,1799).

"This Indenture made this 22d day of November in the Year of our lord one thousand seven hundred & ninety nine Between Thomas Wilson of the County of Berkeley of State of Virginia of the one part of the Honorable James Mc Henry esqr Secretary at War for the United States of America of the other part Witnesseth, Whereas Henry Lee esqr was seized and possessed in fee simple of a certain tract or parcel of land lying & being in the County aforesaid on the potomac & Shenandoah rivers near Harpers Ferry who leased the same to a certain John Smith for the full end of term of fifty years renewable for twenty five years (after the expiration of the said term) upon paying to the said Lee or his assigns double rent for one year and whereas the said John Smith for a val uable consideration did bargain sell transfer & assign all his right title & interest in & to the said tract of land to the said Thomas Wilson reference being had to the said lease & assignment of record in the Court of Berkeley County aforesaid will more fully and at large appear. And whereas the said Thomas Wilson hath bargained sold transfered and as igned to the said James McHenry esqr Secretary of War in trust for the United States of America, all his right title & interest in and to one hundred and Ninety Six Acres & eighteen poles part of the tract of land before mentioned for the ballance of his term aforesaid, under such restrictions & reservations as expressed in the said lease Now this Indenture Witnesseth that the said Thomas Wilson for & in consideration of the sum of two thousand one hundred & forty eight dollars & sixty cents to him in hand paid by the said James McHenry esqr the receipt of which he doth hereby acknowledge hath granted bargained &

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sold & by these presents doth grant bargain & sale to the said James McHenry esqr Secretary of War, in trust for the United States of America all his right title and interest which he hath to the said one hundred and Ninety six acres & eighteen poles part of the tract of

land before mentioned by Virtue of the lease & assignment aforesaid and bounded as by a Survey thereof made by Wm McPherson the thirteenth day of November 1799 as follows, to wit, Beginning at a Sycamore (formerly three) on Shenandoah river bank it being a Corner to the land purchased to build the Arsenal on thence by the same North three degrees 30 minutes Wt 124 poles to the middle of Harpers road, thence with said road south seventy seven degrees West 52 poles thence S°54 degrees 30 minutes W296 poles to two small black oaks on the south side of said road thence leaving the said road S°57 degrees 45 minutes E 78 poles to a double white oak, thence N° 82 degrees E 131 poles to an elm & sycamore on the Shenandoah river bank thence with the meanders of the said river N° 40 degrees 30 minutes E 35 poles, thence N° 56 degrees 30 minutes E 10 poles thence N° 27 degrees 30 minutes east 18 poles thence N° 56 degrees E 10 poles, thence N° 76 degrees 30 minutes E 16 poles to the Beginning together with all and singular the houses buildings Ways Woods & underwoods Waters & Water courses & all other the appurtenances thereunto belonging or in any wise appurtaining unto the said James McHenry esqr in trust for the United States of America for and during the remainder of the term aforesaid to have and to hold the said tract or parcel of land unto the said James McHenry esqr in trust

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for the United States of America during the remainder of the term aforesaid under such restrictions & reservations as expressed in the lease aforesaid and the said Thomas Wilson for himself & his heirs doth covenant & agree to and with the said James McHenry esqr that he will warrant and defend the said tract or parcel of land to be free and clear from all incumbrances (Except such as are contained in the lease aforesaid) for and during the term therein expressed and that he will at any time at the reasonable request and at the proper cost & charge of the said James McHenry as trustee for the United States of America make any other Conveyance or assurance for conveying all his right title interest in & to the said tract of land to the said James McHenry esqr as trustee for the United States of America as he the said James McHenry esqr or his counsel shall advise or require. In Witness where of the said Thomas Wilson' hath hereunto set his hand & seal the day & year within written

Sealed & delivered in presence of
R. Gustin
N. Henry
Edmund H. Taylor

Thomas Wilson

At a Court continued & Held for Berkeley County the 25th day of February 1800 - This Indenture was acknowledged by Thomas Wilson party thereto and Ordered to be recorded by the Court

Teste H Bedinger CBC

A Copy Teste D. Hunter CBC"

Washington, D.C., National Archives R.G. 121 Public Buildings Service, Harpers Ferry Laminated Material(ms) (Warranty deed, Henry Lee et ux, Westmoreland County, Virginia to the United States, May 8,1800)

"Know all men by these presents that we Henry Lee of Westmoreland county in Virginia and Anne his wife for and in consideration of the sum of Twenty four thasand dollars to the said Henry Lee in hand paid by the President of the United States of America for and in behalf of the said United States the receipt whereof is hereby acknowledged have granted bargained and sold and by these presents do grant bargain & sell alien and confirm unto the said United States forever all the iron ore in a certain tract of land situate in the County of Berkley in the said commonwealth adjoining the Riber potomack near to the Keep Triste furnace containing about sixteen hundred acres in which is a bank of Iron ore known by the name of Friends ore bank (excepting so much of said ore , as has been sold and conveyed by the said Henry Lee unto John Potts William Wilson and George North by his deed duly executed and recorded and also all the right of the said Henry Lee to dig ore in any part of the said tract of land and to remove the same provided the earth dug shall be laid level and also the free and absolute use of roads through the said land & wharves on the river for the purpose of moving the said ore and moreover all the annual rent reserved to be paid for ever unto the said Henry Lee his heirs and assigns by the said John Potts William Wilson & George North their heirs or assigns issuing out of the said tract of' land and every part thereof, and also one half acre of land adjoining the said river to be selected for the United States aforesaid by their agent duly authorized by the Secretary of War under the direction of the President of the United States together with all the rights privileges and advantages necessary for the digging raising and removing the said ore, to have and to hold the hereby granted premises with their appurtenances unto the said United States for ever to their only use and behoof free and clear from all claims charges mortgages judgments and incumbrances whatsoever excepting the right interest and estate before mentioned sold and conveyed by the aforesaid Henry Lee unto the said John Potts William Wilson and George North

And

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And the said Henry Lee for himself and his heirs doth covenant promise and agree to and with the said United States that the said Henry Lee and his heirs will make do and execute all such other and further deed or deeds in law, as may be reasonably

hereafter required on the part of the said United States for the more perfect assurance of the premises and every part and parcel thereof hereby intended to be sold granted bargained and sold unto the said United States according to the true meaning and intent of these presents.

And the said Henry Lee for himself and his heirs, the said hereby granted premises and every part and parcel of them, and especially the ore in Friends ore bank aforesaid in manner aforesaid granted against him and his heirs and against all and every other person and persons whatsoever to the said United States and their assigns forever will warrant and forever defend by these presents. In Witness whereof We the said Henry & Anne have severally hereunto set our hands & seals this eight day of may in the year one thousand eight hundred at Philadelphia

Signed

Henry Lee /LS/
Ann Lee /LS/

Sealed signed and
delivered in the
presence of
Al. Thomas
Ch. W Goldsborough
Jeremiah Nicols Jun.
Tho. Turner

Pennsylvania Ss

On the ninth day of May in the year one thousand eight hundred before me Edward Shippen Chief Justice of the

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the supreme Court of Pennsylvania came the within named Henry Lee and Ann his wife and acknowledged the within written instrument to be their act and deed and desired the same might be recorded as such She the said Ann being me examined seperately and apart from her said husband and declaring that she executed the same freely and voluntarily without any compulsion or coercion of her said husband and she being of full age and the contents made known to her In Witness whereof I have hereunto set my hand and seal

Signed d
Edw. Shippen /LS/

John Goulding, a Clerk in the War office, Deposeth, that the above is a true copy of General Henry Lee's deed for the land, ore and privileges hereby intended to be conveyed to the United States, taken from the record book of Contracts and deeds belonging to the War Department, into which the said John Goulding copied it from the original; which original deed was in the War Office on the 8th of November 1800, when the house and papers belonging to the said office were destroyed by fire; and that he has no doubt the said deed was then destroyed as all the papers in the same apartment were at that time destroyed. To the best of his knowledge and belief

Sworn to, before me this 21st March 1801

Danl Reintzel Mayor of George Town"

National Archives, R.G. 131, Public Buildings Service, Harpers Ferry Laminated Material, (ms) A Warranty Deed, William Wilson et al. to the United States for 4 acres and 50 roods of land near the "Keep Tryste Furnace," June 1, 1800.

"This Indenture made this first day of June, One thousand eight hundred Between William Wilson, John Potts & Eliza his wife, of the Town of Alexandria and George North & Eliza his wife of Berkeley County all of the State of Virginia of the one part And John Adams President of the United States for and on behalf of the said United States of the other part Witnesseth that the said William Wilson, John Potts & Eliza his wife and George North & Eliza his wife, for and in consideration of the sum of Ten Dollars to them in hand paid by the said John Adams on behalf of the said United States, as or before the sealing and delivery of these presents, the recept whereof is hereby acknowledged, Have Granted, Bargained & sold, Aliened & confirmed, and by these presents do Grant, Bargain & sell Alien & confirm unto the said John Adams President as aforesaid this successor & successors in office for the use and on behalf of the said United States Four Acres & fifty roods of land lying & being in the County of Berkeley aforesaid near Keep tryste Furnace abounded as follows

/to wit/ Beginning at a stake, Corner to Sly and John Marit & running thence with the line

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of George North & company & the said Leyh, North seventy nine degrees west, thirty four poles to a spanish Oak, standing on the East side of Darks road, thence along the East side of the same, North thirteen degrees forty five minutes East Twenty three poles to a Black oak, standing on said side of the Road, then leaving the road and running thence South seventy nine degrees East Twenty six poles and fifteen links to a locust Stake, and a pile of Stones in the line of said Slight & Merrit, then with the same, South three degrees thirty minutes East, twenty three poles, to the aforesaid beginning, Containing four acres and fifty roods of land, And all buildings, Improvements, & appurtenances whatsoever to the said premises hereby granted belonging or in anywise appertaining, and the Reversions and Remainders, Rents, Issues and profits thereof And of every part thereof, To Have and to Hold the said tract of land, Hereditaments and all and singular the premises before described with their appurtenances unto the said John Adams his Successor and Successors in Office for the

only proper use I behoof of the said United States forever, and the said William Wilson, John Potts & George North for themselves and their Heirs, hereby Covenant & promise to and with the said

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John Adams, his successor & successors in Office, that they will at any time & at all times when the same shall be required on the part of the United States Execute any other or further Instrument of writing for the more effectually conveying or assuring a perfect & sure title to the same premises hereby granted.

And lastly, the said William Wilson, John Potts, and George North & Eliza Potts wife of John Potts & Eliza North, wife of George North and their heirs, The hereby granted tract of land & Hereditaments, and all and singular the premises before described with their appurtenances unto the said John Adams his successor & successors in office for the use of the United States aforesaid against the claim & demand of all persons whatsoever by these presents shall and will warrant and forever defend.

In Witness whereof the parties to these presents have hereunto set their hands & seals the day and year first within written.

Sealed & delivered
in presence of

Lewis Evans
G. H. Humphreys
Thos Smallwood

George Gilpin
Wm Herbert

For J. Potts

Duncan Nixon
T. Ramsay
James Wilson Jr.

I Ps WW
to W. Wilson
to Ditto

Wm Wilson /Seal/
John Potts /Seal/
Eliza Potts /Seal/
George North /Seal/
Eliza North /Seal/

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Berkeley L.S.

The Commonwealth of Virginia, To George Gilpin, William Herbert & Richard Conway, Gentlemen, Justices of
County, Greeting whereas William Wilson,

John Potts & Eliza his wife & George North & Eliza his wife by their certain Indenture of bargain & sale bearing date the first day of June, one thousand eight hundred have sold and conveyed unto John Adams President of the United States and his Successor and Successors in Office the fee simple estate of and in a certain tract of or piece of land lying & being in the said County of Berkeley containing four acres and fifty roods of land. And whereas the said Eliza, wife of John Potts cannot conveniently travel to the Court of our said County of Berkeley to acknowledge the same, therefore we command you, or any two or more of you, that you personally go to the said Eliza wife of the said John Potts & receive her acknowledgement thereof, and examinine [sic.] her privately and apart from her said husband whether she does the same freely and voluntarily without his persuasions or threats and whether she is willing the same shall be recorded in our said County Court together with this commission annexed and when you have received her acknowledgement and examined her as aforesaid that you distinctly and plainly certify us thereof under our hands & seals, sending then there this writ and the said Indenture. Witness Henry Bedinger Clerk of our said Court, at the Court House aforesaid the twentieth day of November, One thousand eight hundred and in the year of this Commonwealth.

signed
H. Bedinger"

National Archives, R.G. 121, Public Buildings Service, Harpers Ferry Laminated Material, (ms) A Warranty Deed, George North et al. to the United States for 4 acres and 42 roods of land and a right to dig ore near Harpers Ferry, June 20, 1800.

"This Indenture made this twentieth day of June, one thousand eight hundred, between George North and Eliza his wife of Berkeley County and William Wilson and John Potts and Eliza his wife of the Town of Alexandria all in the State of Virginia of the one part, and John Adams President of the United States of the other part, Whereas Henry Lee did by an article of agreement bearing date the twenty fifth day of August one thousand, seven hundred & eighty nine, sell and convey to the said Wilson, North & Potts and to Robert E. Hobart the right of digging ore from Friends ore Bank under certain conditions and stipulations and for a certain rent reserved to be paid to the said Henry Lee for the use of this said ore as is therein expressed. Now therefore this Indenture Witnesseth that the said William Wilson, George North and Eliza his wife and John Potts and Eliza his wife for and in consideration of Forty two thousand Dollars to them in hand paid by the said John Adams on behalf of the said United States at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted, bargained and sold aliend /sic./ and confirmed and by these presents do grant bargain and sell alien and confirm unto the said John Adams President as aforesaid his successor and successors in Office for the use and on behalf of the United States, Two hundred & Twenty one Acres of land be the same more or less except as herein after excepted, situate and lying in

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Berkeley County on the Bank of Potomack River the same being part of a tract called the Furnace Tract, late the property of John Semple deceased, which was sold by John Lawson, George Gilpin & Levine Powell Commissioners appointed by virtue of a decree of the High Court of Chancery to superintend the sale thereof on the foreclosure of a mortgage given by the said John Semple to the Honorable Philip Ludwell Lee Esqr to satisfy debts due to the Creditors of the said John Semple, and conveyed by Henry Lee and Matilda his wife and Ludwell Lee and Flora his wife to Richard Bland Lee the purchaser of the said tract at the sale of the Commissioners aforesaid and by the said Richard Bland Lee conveyed to the said Henry Lee, and by the said Henry Lee and Matilda his wife conveyed to the said William Wilson George North John Potts and Robert E. Hobart which said Robert E. Hobart has since by his Indenture

dated the first day of May, One thousand, eight hundred, conveyed his one fourth part of the premises aforesaid to the said William Wilson & John Potts as will more fully and at large appear by a reference to the several deeds recorded in Berkeley County and which said tract is bounded as follows: To wit Beginning as /sic./ an Elm near a marked Sycamore on the bank of the river Potomack below the furnace and running thence South seventy one degrees west eighty eight poles to a double bodied black oak sappling /sic./ on the East sige of a valley thence North twenty nine degrees west fifty poles to sundry

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marked saplins on a steep hill side on the south side of Elk branch, thence up said branch North sixty nine degrees west seventy six poles to a stake between two red oaks near a meadow, thence south fifty one degrees west twenty five poles to sundry marked saplings on a North Hill side, thence North Eighty nine degrees west thirty six poles to a walnut thence south seventy six degrees west twenty poles to a stake between an Elm and Lynn tree by a clift of rocks, thence south fifty degrees west nineteen poles to two red oaks and a Locust on the North side of a steep hill, thence North fifty nine degrees west, sixty seven poles to two white oak saplings in a valley, thence North fourteen degrees west one hundred & thirteen poles to two white oaks on the north side of the branch five or six poles from the said branch on the side of a hill, thence North forty two degrees east twenty four poles to sundry marked saplings supposed to be on William Stroops line, thence along said line south seventy seven degrees east two hundred & sixty poles down to Stroops corner standing on the Bank of the river, thence down the meanders of the river South twenty degrees east twenty six poles, south thirty degrees east, forty eight poles, thence south forty six degrees east seventy poles to the beginning except Four acres and forty two roods sold to Frederick Sligh & bounded as follows: Beginning at a stone one rood from a small white oak in the original line of Henry Lee and Matilda his wifes /sic./ deed to George North, William Wilson, John Potts & Robert E. Hobart and running thence with the same North fourteen degrees thirty minutes west twenty five poles to two small white

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Oak saplings corner to the said deed, still with the same North forty one degrees thirty minutes East twenty four poles

to sundry marked saplings corner to said deed in Slighs [sic.] line, thence with the same south seventy six degrees thirty minutes east twenty two poles to two white oak saplings standing on the East side of the head of a Hollow leading down to Elk branch then leaving Slighs [sic.] line and the line of this deed south thirty nine degrees thirty minutes west forty eight poles to the aforesaid beginning. Containing four Acres & forty two roods and all the houses, Buildings, Mills Furnaces, waters, water courses, Improvements, Hereditaments, Appurtenances whatsoever belonging or in any manner appertaining to the premises hereby granted, and also the right of digging ore from Friends ore Bank held under Henry Lee aforesaid in pursuance of the agreement aforesaid and the reversion and reversions, remainder and remainders, rents, issues & profits thereof and of every part thereof. To Have and to Hold the said tract of land, Hereditaments right of digging ore and all and singular the premises before described with their appurtenances, unto the said John Adams his successor and successors in office for the only proper use & behoof of the said United States forever. And the said George North, William Wilson & John Potts for themselves & their heirs hereby covenant & promise to and with the said John Adams his successor and successors in Office that they will at any time & at all times when the same shall be required on the part of the United States execute any other or further instrument of writing for the more effectually conveying or assuring a perfect & sure title to the premises hereby

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granted And lastly the said William Wilson, George North & Eliza his wife and John Potts & Eliza his wife & their heirs the hereby granted tract of land, Hereditaments, right of digging ore and all and singular the premises before described with their appurtenances unto the said John Adams his successor and successors in Office for the use of the United States aforesaid against the claim & demand of all persons whatsoever by these presents shall and will warrant and forever defend. In Witness whereof the parties to these presents have hereinto set their hands & seals the day and year first within written.

Sealed & Delivered
in the presence of

G. W. Humphreys
Thomas Smallwood
Louis Evans

Wm Wilson [Seal]
John Potts [Seal]
Eliza Potts [Seal]
George North [Seal]
Eliza North [Seal]

George Gilpin
Wm Herbert

Duncan Niron
P. Ramsay
James Wilson Jr.

Berkeley L.L.

The Commonwealth of Virginia, To George Gilpin, Wm Herbert & Richard Conway, Gentlemen Justices of County, Greeting, Whereas William Wilson John Potts & Eliza his wife & George North & Eliza his wife by their certain Indenture of Bargain & sale bearing date the twentieth day of June, one thousand, eight hundred

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have sold and conveyed unto John Adams President of the United States and his successor and successors in Office the fee simple estate of and in a certain tract or parcel of land, lying and being in the said County of Berkley /sic./, containing two hundred & twenty one Acres (more or less) & including Keep Tryste Furnace. And whereas the said Eliza wife of John Potts cannot conveniently travel to the court aforesaid County of Berkley /sic./, & acknowledge the same, therefore we command you or any two or more of you, that you personally go to the said Eliza wife of John Potts and receive her akcnowledgement thereof, and examine her privately and apart from her said husband, whether she does the same freely & voluntarily, without his persuasions or threats and whether she is willing the same shall be recorded in our said County Court together with this commission annexed, & when you have received her acknowledgement and examined her as aforesaid, that you distinctly and plainly certify us thereof under your hands & seals, sending then there this writ, and the said Indenture. Witness Henry Bedinger Clerk of our said Court, at the Court House aforesaid the twentieth day of November, One thousand eight hundred, & in the 25th year of this Commonwealth.

H Bedinger

Fairfax County St

In obedience to the within Dedimus We the subscribers Justices of the Peace for the County aforesaid went to the within named Eliza wife of John Potts & examined

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her apart from her said husband who acknowledged that she freely & voluntarily executed the within mentioned Deed and desired that the same might be recorded as her act

& deed. In Witness whereof we have hereunto set our hands & seals this twenty fifth day of November, One thousand eight hundred

George Gilpin /Seal/
Wm Herbert /Seal/

Berkely /sic./ SL

The Commonwealth of Virginia, To William Dark, Van Rutherford & Abram Devanport Gentlemen Justices of Berkeley County, Greeting. Whereas George North Eliza his wife, John Potts & Eliza his wife, & William Wilson by their certain Indenture of Bargain & Sale bearing date the Twentieth day of June, one thousand eight hundred have sold & conveyed unto John Adams President of the United States, for the use of the United States the fee simple estate of and in a certain Tract or parcel of land lying & being in the County of Berkeley containing two hundred & twenty one acres. And whereas the said Eliza North wife of the said George North cannot conveniently travel to the Court of our said County of Berkeley to acknowledge the same, therefore we command you, or any two or more of you, that you personally go to the said Eliza North and receive her acknowledgement thereof, and examine her privately and part from her said husband whether she do the same freely & voluntarily without his persuasions or threats, and whether she is willing the same shall be recorded in our said County Court, together with this commission

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annexed and when you have received her acknowledgement and examined her as aforesaid, that you distinctly and plainly certify us thereof, under your hands & seals sending then there this writ & the said Indenture.
Witness Henry Bedinger Clerk of our said Court, at the Court house aforesaid the 20th day of November, one thousand eight hundred & in the year of this commonwealth.

H Bedinger

In obedience to the within Commission to us directed We have examined the within named Elizabeth North seperately /sic./ & apart from her said husband, & she has voluntarily

relinquished her right of power to the within mentioned tract of land & wishes that we may so certify. Given under our hands & seals this 21st day of November 1800.

Wm Dark /Seal/
Van Rutherford /Seal/

25th November 1800

the Attorney General of the United States is humbly of opinion that the foregoing instrument of conveyance from William Wilson, John Potts & Eliza his wife, George North & Eliza his wife is a sufficient conveyance according to the laws of Virginia of the lands & heriditaments /sic./ therein mentioned

/signed/ Charles Lee

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Fairfax County L

In obedience to the within Dedimus, We the Subscribers Justices of the Peace for the County aforesaid went to the within named Eliza wife of John Potts and examined her seperately /sic./ and apart from her said husband who acknowledged that she freely and voluntarily executed the Deed within mentioned without either the threats or persuasions of her husband and desired that the same might be recorded as her act and deed, In Witness whereof we have hereunto set our hands & seals this twenty fifth day of November, one thousand eight hundred.

George Gilpin /Seal/
Wm Herbert /Seal/

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Berkeley LL

The Commonwealth of Virginia to William Dark, Van Rutherford & Abram Devenport, Gentlemen, Justices of Berkeley County, Greeting. Whereas John Potts & Eliza his wife, George North & Eliza his wife & William Wilson by their certain Indenture of Bargain & sale bearing date the first day of June One thousand eight hundred, have sold and conveyed unto John Adams President of the United States for

the use of the said United States, the fee simple estate of and in a certain tract or parcel of land lying and being in the county of Berkely /sic./ aforesaid containing four Acres and fifty roods of land. And whereas the said Eliza North wife of the sd. George North cannot conveniently travel to the Court of our said County of Berkely /sic./ to acknowledge the same, therefore we command you or any two or more of you, that you personally go to the said Eliza North wife of the said George North, and receive her acknowledgement thereof, and examine her privately and apart from her said husband whether she do the same freely & voluntarily, without his persuasions or threats, and whether she is willing the same shall be recorded in our said County Court together with this commission annexed and when you have received such her acknowledgement and examined her as aforesaid, that you distinctly & plainly certify us thereof, under your hands & seals sending then there this writ, and the said Indenture.

Witness Henry Bedinger Clerk of our said Court

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at the Court house aforesaid the 20th day of November One thousand eight hundred and in the 25th year of this Commonwealth

H Bedinger

In obedience to the within commission to us directed we have examined the within named Elizabeth North seperately /sic./ and apart from her said husband and she has voluntary /sic./ relinquished her right of power to the within mentioned tract of land and wishes that we may so certify. Given under our hands and seals this 21st day of November 1800.

Wm Dark /Seal/
Van Rutherford /Seal/

25th November 1800

The Attorney General of the United States is humbly of opinion that the foregoing instrument of vonveyance from William Wilson, John Potts & Eliza his wife George North & Eliza his wife is a sufficient conveyance according to the laws of Virginia of the land therein described.

signed, Charles Lee"

Washington, D.C., National Archives R.G. 121 Public Buildings Service, Harpers Ferry Laminated Material (ms) Quit Claim, Robert Milligan to the United States, August 4, 1800, for 221 acres of land and 3/8ths part of the "Keep Tryste Furnace" near Harpers Ferry.

"Whereas by an Indenture bearing date the 14th September one thousand seven hundred & ninety nine, between William Wilson of the one part and Robert Milligan of the other part the said William Wilson mortgaged unto the said Robert Milligan three eighth parts of a certain Iron work and Furnace with the appurtenances, called Keep Triste [sic.] Furnace & about fourteen hundred acres of land thereto annexed situate in the County of Berkeley in Virginia and near the mouth of Shenandoah River, and whereas the said William Wilson hath since sold & conveyed to John Adams President of the United States of America the aforesaid three eighth parts of the said Keep Triste [sic.] Furnace and all his interest in two hundred and twenty one Acres part of the said fourteen hundred acres as by reference to his Deed bearing date the twentieth day of June 1800 will at large appear, and whereas the said William Wilson hath conveyed to the said Robert Milligan other property equivalent to the aforesaid three eighth parts of the said Furnace & two hundred & twenty one Acres, as a substitute therefore, to the end that the said Robert Milligan may relinquish and release all his claim, right, title and Interest to, of and in the aforesaid Furnace, and two hundred & twenty one Acres. Now know all men by these presents that I Robert Milligan for and in consideration of a conveyance

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by the said William Wilson to me of other property equivalent to the aforesaid three eighth parts of the said Furnace and two hundred and twenty one Acres and for and in consideration of one dollar to me in hand paid on the part of the said United States have granted released and confirmed and by these presents doth grant, release and confirm unto John Adams President of the United States all my right, title, interest & claim of, in, to and concerning the Iron work and Furnace aforesaid, and the two hundred and twenty one acres of land aforesaid and their appurtenances to have and to hold the said Iron work and Furnace aforesaid and the two hundred & twenty one Acres aforesaid unto the said John Adams President of the said United States and his Successors in Office for the use and behoof of the said United States forever free, clear and acquitted of all

my right, title, interest and claim of, to in and concerning the same. In Witness whereof I Robert Milligan do to these presents set my hand and affix my seal at Washington on this eighth day of December in the year eighteen hundred.

Sealed and Delivered
in the presence of
John C. Herbert
Campbell Wilson
James Wilson Jr.

Robert Milligan /Seal/
By
Colin Auld Attorney in fact.

The Attorney General respectifully /sic./ reports his opinion that the foregoing deed is sufficient in law for all the purposes therein set forth 5th Dec 1800

Charles Lee

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Know all men by these presents that I Robert Milligan of Cecil County & State of Maryland have constituted and appointed and by these presents do constitute and appoint Colin Auld Esqr of the State of Virginia my true & lawfull /sic./ attorney to sell dispose of & convey in fee simple or otherwise all the lands, tenements & real estate whatsoever that I am in any manner entitled to in the State of Virginia. (the house & lot in Alexandria now occupied by W. Wilson Esq. excepted) fully authorizing and empowering him my said Attorney to receive the rents & profits of the said real estate & to make & give acquittances for the same, & to do & perform all said other matters & things respecting the said real estate, as I could myself perform were I personally present. In, Witness whereof I have hereto set my hand & seal this 4th of August 1800

Robert Milligan /Seal/

Maryland Lct.

Be it remembered that on the 5th of August 1800 personally appeared before the Justices of Cecil County Court the above signed Robert Milligan and acknowledged before the said Court that he sealed & delivered the above instrument of writing as his act & deed.

In testimony whereof I have hereunto set my hand and affixed the public seal of my office this sixth day of August Anno Domini Eighteen hundred.

/Seal/

Jo. Baxter
C: Ca: Coty Cort

(Endorsement)"

Washington, D.C., National Archives RG 153 Office of the Judge Advocate General, Military Reservation Division, Reservation File 1809-1942, West Virginia Box No. 45, # 30-33 Harpers Ferry W.Va.

The following letter is difficult to read due to poor English and possible euphonic spelling. The blank spaces are due to illegibility rather than to damage to the manuscript. (JPN)

"Harpers ferry March the 1st 1804

Gener[l] Dearborn
Sir

At the request of Mr. Sam[l] Annin I take the Liberty of Stating to you what hath come within My knowledge respecting the works and improvements don on the Publick Canall at this plase in the Course of Last Season of which Mr. Annin hat as I am creditably informed the Sole Superintendance--you will plies to remember Sir, that now about a 12 Months ago. MySelve and Mr. N. King was sent to this plas to mack a Survey of & of the plan and Report as also the Estimete of Expect/?/is in your offis-I think the sum we then allowed for the Compleating of the Canall and the necessary openings to be made threw the_____above the Mouth so as to let a sufficiency of water in was about 6000 Dollars of this sum 1500 twas for a regulating Lock at the_____ the rest for_____and_____the Bank_____ but the Most of the work to be Don Was above the Mouth in Curring openings threw the Letges of the Rocks Which at this Plase Run_____agros the Bet of the River- in the Month of June last Mr. Keith the Precedent of the Potomack Company and My Selve Duck a _____of the Canall && and found the water_____ Low. Mr. Annin hat then began to work in the Month of September generall Mason and My Selve agin_____ the Canall && as fare up as into the Levell Watter above the falls-wee now found that Mr. Annin hat cut a very spacious pas threw the above mentioned Ledges of Rocks close along the Bank of the_____ ___ ____ ____ after removing a few More loos Rocks for Navigation into the Canall-from this cut only, the Canall hat at that time (Low as the Water Was a Suficency of Water for the publick Works and generall Mason was away Much_____as Much so that he was of opinion Nothing More was Wanting to Compleat the Rout for Navigation on this Site, Except the Regulating Lock at the Mouth and the Weitening of the Canall at Severall plais so that Boads coult pase by edge other- at this time Mr. Annin Was ingaget

in Macking Severall More openings_____ _____ threw the
Rocks as also filling upe Naturall openings ov Channell
With the same stones he Plaset out of the other_____
So as to give a full Current of Water into the Mouth
of the Canall-I now find on examining the Works agin, that
the Plan on which Mr. Annin began this Work was a good and
the only one that cault inshoor Success- I find after first seeing
the Duplicate Receipt Rolls of the Number of Labourers_____
that greate Exertions have been Mate in doing so much Work
with so few hands-I Morover find that Mr. Annin by forseith
and_____skill which apears Evitent in the Execution of this
Work as also by his_____and_____Has savet Consiterable sums
of Money and therfor been very yousfull in being Superintendent
in this Business for the Unitet States I am Sir Most
Respectfully

Leonard Harbaugh"

Washington, D.C., National Archives R.G. 153 Office of the Judge Advocate General, Military Reservation Division, Reservation File 1809-1942, 20 Harpers Ferry, (ms) copy

"Articles of Agreement made & concluded on this third day of December in the year of our Lord one thousand eight hundred and eight, Between Ferdinando Fairfax of the County of Jefferson, & State of Virginia of the one part; and Samuel Annin of Harpers ferry, County & State aforesaid of the other part; Witnesseth that the said Fairfax for and in consideration of the sum of fourteen hundred dollars to him in hand paid (or secured to be paid) doth covenant and agree that the said Annin (for the use of the United States Armory at Harpers ferry) shall have the right & priviledge [sic.] of cutting, or cause to be cut, fourteen hundred cords of wood on his land, North West side of the Blue ridge, from the mouth of the rivers Shenandoah to Nicewanger's place- said Fairfax reserving such Locusts & sugar trees as are fit for other purposes, also such Oaks as are suitable for making shingles or staves

(All saw logs to be estimated as wood)

In witness whereof the parties to these presents have set their hands and seals day and year above written.

In presence of
Robt Whittet
R H Breeden

Ferd^{no} Fairfax (Seal)
Samuel Annin (Seal)

The scene is described in Jefferson's Notes on The State of Virginia pages 17-18. Doubts have been cast on his visit, however, but they should be modified by the statements made by Jefferson in a letter to H. G. Spofford, May 14, 1809, written at Monticello, Virginia and printed in A.A. Lipscomb and A. E. Bergh, editors - The Writings of Thomas Jefferson, 1904, pg 279-280. Vol XII. Excerpts from this letter follow:

"That the scene described in the 'Notes' is not visible from any part of the road from Fredericktown to Harper's ferry is most certain. That road passes along the valley, nor can it be seen from the tavern after crossing the ferry; and we may fairly infer that Mr. Volney did not ascend the height back of the tavern from which alone it can be seen ....."

"I told him I received a drawing of that from a French engineer sent there by the Marquis de Chastellux, and who has published that drawing in his travels."

"I visited the place myself in October, 1783, wrote the description some time after, and printed the work in Paris in 1784-5."

Washington, D.C., National Archives R.G. 121 Public Buildings Service, Harpers Ferry Laminated Material (ms) A Warranty Deed, Ferdinando Fairfax to the United States, October 27, 1818.

"This Indenture made this 27th day of October, in the year of our Lord one thousand eight hundred & eighteen, by and between Ferdinando Fairfax of the City of Washington & District of Columbia, of the one part and James Monroe, President of the United States of America of the other part, Witnesseth, That the said Ferdinando Fairfax for & in consideration of the sum of Five Thousand Dollars, to him in hand paid by the said James Monroe, at and before the sealing & delivery of these presents (the receipt whereof is hereby acknowledged) hath granted bargained sold, and by these presents doth grant bargain & sell unto the said James Monroe all that tract or parcel of Land lying & being situate at the Mouth of the River Shenandoah in the County of Jefferson in Virginia (being part of a larger tract called Shannondale, which as to situation title and boundaries, is more particularly described in a deed made by the said Fairfax to the Executive of the United States, of the right of cutting wood on a certain part thereof as therein designated by its proper metes & bounds, which Deed is of record in the Court of the said County of Jefferson) and bounded as follows: Beginning at a spring near & on the S.E. side of the said River Shenandoah, at the lower end of a hollow or drain, running into the said River from the side of the Blue Ridge Mountains, a corner to the said Woodcutting purchase; extending thence with the lines thereof South twenty four degrees East, fifty eight and a half poles (by measurement on the ground passing at forty two poles a spruce pine) to a heap of stones; thence South seventy eight degrees East, eighty seven & a half poles to a black oak on the Blue ridge; thence North fifty four & three quarter degrees East, fifty eight & a half poles, to a chestnut oak by a large rock; thence North seventeen & a half degrees East, thirty & a quarter poles to a pine on a Cliff; thence North twelve degrees West to the River Potowmac; and thency by and with the several meanders of the River Potowmac & Shenandoah, to the place of Beginning; containing sixty eight acres and eighty square perches; be the same more or less. To have and to hold all & singular the premises hereby granted unto him the said James Monroe president of the United States, and his successors in that office, his & other assigns forever, to & for the use & benefit of the people of the United States, forever; together with the Ferry, the Buildings, and every other right, member and appurtenance to the premises hereby conveyed belonging or

in anywise appertaining, and the remainder, rents, issues, & profits thereof, subject to the tenure of Job Harding (if he rightfully may or can hold) under a certain agreement made with him by the said Fairfax, for a short term therein expressed; excepting & reserving all mines of metal & precious minerals, to him the said Ferdinando Fairfax his heirs & assigns, he & they making reasonable compensation for actual damage (if any occasioned to the premises, in digging, laying, & removing the same. And the said Ferdinando Fairfax, for himself his heirs Ex^{rs} and Adm^{rs} doth hereby covenant to & with the said James Monroe President as aforesaid that the said Fairfax now at the time of executing this Indenture, is seized of good & perfect Estate & title in fee simple in the premises hereby conveyed, and that he hath a good right to convey the same in manner aforesaid; and moreover that he will forever will and truly Warrant & defend the same against all lawful claims whatsoever.

In testimony whereof he the said Ferdinando Fairfax doth hereunto set his hand and seal the day first above written.

Ferd^{no} Fairfax

Signed sealed & delivered in the presence of
Decius Wadsworth
Thomas G. Ringgold
/Jno Moe---?/"

"City of Washington)
)
District of Columbia)

Be it remembered that on this 31st day of October in the year one thousand eight hundred and eighteen, personally appeared the subscriber Mayor of the City of Washington, Ferdinando Fairfax and acknowledged the within instrument of writing to be his act and deed delivered for the purposes therein mentioned

(City) In Testimony whereof I have hereunto set my hand
(Seal) and caused the Seal of the Corporation of the City
(Wash.) of Washington to be affixed the date above written
(1802)

G. Orr

Be it remembered that on the 17th day of November 1818 This Indenture of Bargain & Sale was produced to me Robert Gates Hite Clerk of the County Court of Jefferson, duly authenticated from under the hand of Benj G. Orr Mayor of the City of Washington, which together with the seal of the City annexed was admitted to record, Agreeably to an act of Assembly in such cases made & provided

Teste
Robt. G. Hite Clk."

American State Papers, Military Affairs Vol. II
Selected and Edited by Walter Lowrie and Walter S. Franklin,
Washington 1834, pp. 482-3

"Statement of the number and dimensions of the buildings at the United States' Armory at Harper's Ferry, Virginia, together with the materials of which they are built, and their estimated value." /dated 1823/

Number of buildings	For what purpose built, or how occupied	Dimensions in feet		Number of stories	Of what built	Estimated value
1	Work shop	131 by	45	2	Brick	$ 15,000
1	Work shop	130	30	2	Brick	12,000
2	Work shops	120	30	2	Brick	20,000
1	Work shop	111	30	2	Brick	8,000
2	1 Work shop and 1 store-room	80	30	2	Brick	12,000
1	Arsenal	125	32	2 & a cellar	Brick	12,000
1	Arsenal	68	36	2	Brick	8,000
1	Grinding mill	85	40	1	Brick	6,000
1	Furnace and forges	45	45	1	Brick	4,000
1	Work shop	30	30	2	Stone	1,000
1	Work shop	50	16	1	Wood	500
1	Dwelling house	36	30	2 & a cellar	Brick	3,000
1	Dwelling house	36	26	2 & a cellar	Brick	2,500
1	Dwelling house	40	24	2 & a cellar	Brick	2,500
1	Dwelling house	30	20	2 & a cellar	Brick	1,200
1	Dwelling house	28	20	2	Brick	1,000

Number of buildings	For what purpose built, or how occupied	Dimensions in feet		Number of stories	Of what built	Estimated value
1	Dwelling house	64	21	2	Brick	3,000
1	Dwelling house	28	18	2	Brick	700
2	Dwelling houses	28	18	1	Brick	1,000
1	Dwelling house	48	18	1	Brick	800
1	Dwelling house	32	20	1	Brick	600
11	Dwelling houses	24	18	1	Brick	4,400
1	Dwelling house	36	24	2	Stone	800
1	Dwelling house	48	22	1	Stone	800
1	Dwelling house	28	22	1	Stone	600
1	Dwelling house	94	21	2	Wood	2,000
1	Dwelling house	70	18	2	Wood	2,000
2	Dwelling houses	40	20	2	Wood	2,500
1	Dwelling house	42	20	2	Wood	1,000
2	Dwelling houses	50	18	1	Wood	1,200
1	Dwelling house	36	18	2	Wood	700
1	1 Dwelling house and 1 schoolhouse	40	20	1	Wood	1,100
5	Dwelling houses	36	18	1	Wood	4,100
1	Superintendent's office	18	18	2	Wood	500
3	Dwelling houses	24	18	1	Wood	900
3	Dwelling houses	28	16	1	Wood	1,000
1	Dwelling house	50	16	1	Wood	400

Number of buildings	For what purpose built, or how occupied	Dimensions in feet		Number of stories	Of what built	Estimated value
2	Dwelling houses	26	16	1	Wood	600
4	Dwelling houses	30	18	1	Wood	1,450
1	Dwelling house	48	20	1	Wood	400
1	Dwelling house	40	18	1	Wood	400
1	Dwelling house	32	20	1	Wood	400
1	Dwelling house	34	16	1	Wood	300
1	Dwelling house	26	18	1	Wood	300
1	Dwelling house	36	16	1	Wood	300
2	Dwelling houses	20	18	1	Wood	550
1	Dwelling house	32	14	1	Wood	250
4	Dwelling houses	30	16	1	Wood	950
5	4 Dwelling houses and 1 schoolhouse	24	16	1	Wood	1,100
1	Dwelling house	28	18	1	Wood	250
7	Dwelling houses	18	16	1	Wood	1,250
2	Dwelling houses	18	18	1	Wood	300
1	Dwelling house	18	20	1	Wood	150
1	Draw-grinding shop	18	18	1	Wood	150
1	Dwelling house	16	14	1	Wood	100
5	Dwelling houses	16	16	1	Wood	500
1	Proof house	14	12	1	Wood and stone	200
1	Timber shed	50	24	1	Wood	250
1	Tempering shop	26	16	1	Wood	200

Number of buildings	For what purpose built, or how occupied	Dimensions in feet		Number of stories	Of what built	Estimated value
1	Engine-house and lodging room	16	12	2	Wood	300
1	Saw mill	-		-	Wood and stone	1,000
1	Magazine	18	18	1	Wood	150
1	Iron store house	120	16	1	Wood and stone	1,000
1	Charcoal house	111	30	1	Wood	400
1	Stone coal-house	30	30	1	Wood	400
1	Stable	36	24	1	Wood	250
113						$150,650

RECAPITULATION

89	dwelling houses and out-buildings	$ 47,600
21	work shops and appendages	82,900
3	arsenals and magazine	20,150
113		$150,650

Washington, D. C., The National Archives, Old Army Section, War Records Division, R. G. 156, Office, Chief of Ordnance, Contract Book No. 13, p.79-80, National Archives, Washington, D. C.

JOHN MARKELL

[1st Page]

For the Erection of Five

" Memorandum of Agreement made and entered into this 24th day of December 1830. Between George Rust Junior Superintendent U. S. Armory at Harpers Ferry of the one part and John Markell of the other part as follows. Viz: The said Markell binds himself to erect at Harpers Ferry (in such sites as the said Rust shall select) previous to the first of August 1832 Five Dwelling houses of the following description viz each dwelling house to be thirty seven feet front and running back twenty feet to consist of two and a half stories, the first of which (the basement story) to be eight feet in the clear divided into a cellar, kitchen, and pantry the walls to be of stone, and twenty two inches in thickness. The Kitchen to be furnished with a fireplace and outer door with one window of twelve lights, and a stair way leading to the second story, the cellar to be furnished with a window of the same size and door communicating with the Kitchen. The second story to be built of brick nine feet in the clear, divided into two rooms and a passage the front and back walls fourteen inches thick and the end walls nine inches thick each room to be furnished with two windows (one in front and rear, of twenty four lights each, one fire place and a door communicating with the passage a door at each end of the passage with four lights over each and a winding stairway extending from the passage of the upper or half story. The upper or half story to be of brick five feet in the clear, divided into three rooms the walls nine inches thick two of these rooms to be furnished with two windows of twelve lights each and the other room with one window of the same size. The door and window sills to be made of locust or yellow poplar, the outer doors to be supplied with iron rimmed locks the inner or partition doors with common latches the houses to be plastered and painted throughout and covered with good cypress shingles. The whole of the materials to be of good quality and the work to be executed in a substantial manner, and the said George Rust Junior Superintendent as aforesaid on behalf of the United States agrees to pay to the said Markell at the rate of nine hundred and forty dollars for each dwelling house of the description before mentioned

which shall be finished and completed by the said Markell under this contract. The said Rust Superintendent as aforesaid further agrees that upon the application of the

/2nd page/ 80

JOHN MARKELL

Dwelling Houses at Harpers Ferry Virginia

said Markell at any time during the progress of the erection of the said dwelling houses to pay the said Markell a sum equal to two thirds of the value of the materials then furnished and the work then performed by the said Markell.

It is further understood by and between the parties that if in making the excavation of the cellars of the before mentioned dwelling houses it should be necessary to remove any rock, the difference between the cost of plain rock ex-cavation.

In witness whereof the parties have hereunto set their hands and affixed their seals the day and year first written.

George Rust Jr. Sup Seal

John Markell Seal

Know all men by these presents, that we John Markell, William Lucas and Daniel Bedinger are held and firmly bound to' the United States of America in the sum of Five thousand dollars current money to be paid to the said United States, for which payment well and truly to be made and done, we bind ourselves and each of us: our, and each of our heirs Exectrs and Administrators for and in the whole sum jointly and severally. Sealed with our seals and dated this 24th day of December One Thousand Eight Hundred and thirty.

The consideration of this obligation is such that whereas the above bound John Markell has entered into the annexed and

foregoing contract with the United States for the erection of Five dwelling houses at Harpers Ferry Armory Now if the said Markell shall faithfully perform the stipulations of the said Contract of his part then the above obligation to be void else to remain in full force and virtue in law.

Sealed
Signed and sealed in
presence of
H. E. Turner

Signed (John Markell
(William Lucas
(Daniel Bedinger

Original transmitted to the 2@ Comptroller May 4th 1831

Copy " to the 2@ Auditor

Chs Sitle

Washington, D.C., National Archives R.G. 121 Public Buildings Service, Harpers Ferry Laminated Material (ms) A Deed, John Strider et ux. to the United States for water rights on the Shenandoah River, June 27, 1833.

"This Indenture made this twenty seventh day of June, in the year of our Lord One Thousand Eight Hundred and thirty three Between John Strider and Sarah his wife of the County of Jefferson and State of Virginia of the one part, and the United States of America by the Hon. Lewis Cass, Secretary of War of the other part, Witnesseth that the said John Strider and Sarah his wife for an in consideration of the sum of Two Thousand Six hundred Dollars, lawful money of the United States to them in hand paid by the said United States of America (through the Hon. Lewis Cass Secretary of War), at and before the ensealling and delivery here of the receipt whereof is hereby acknowledged, Have Granted, Bargained, and sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, Bargain & sell alien, enfeoff, release, and confirm unto the United States of America and their assigns forever all the right, title, interest claim and demand whatsoever of the said John Strider, and Sarah his wife, of, and to the use and priviledge /sic./ of the waters of the Shenandoah river between the mills of the said Strider called the Gulph Mills, and the public works belonging to the United States on said river below the fall in the river from the said mills to the termination of the land of said Strider being Two feet Three inches, commencing Two feet five inches below the top of an iron bar now inserted in a rock, situated in the tail race of the mill of said Strider; said bar being twenty three feet six inches distant from the south corner of said mill. The said John Strider and Sarah his wife for the consideration before mentioned grant, bargain, and sell unto the United States of America the priviledge /sic./ of completing and perfecting the dams now extending partly across the Shenandoah river, above and nearly opposite the said Gulph Mills, so as to increase the supply of water to any extent, passing down the canal that leads to the Rifle Factory; also the priviledge /sic./ of increasing the depth and width of the present canal, extending from the dams last mentioned past the mills of said Strider to the Rifle Factory; also the priviledge /sic./ of increasing and extending the dam or dams at the head of the canal or race which supplies the mills of said Strider with water, and of increasing the depth and width of said canal or race, and of constructing wastewiers /sic./ in the same, at such places as may be considered necessary by the Superintendent of the Harpers ferry Armory, his successor, or any future agent of the United States, for obtaining water

for the public works now established, or which may hereafter be established by the United States at, or near, the Rifle Factory on the Shenandoah river; provided however that such wastewiers /sic./ shall not be so constructed as to prevent the free passage to the mills of said Strider of whatever quantity of water he may require, without, however lessening the force or quantity of water required by the United States. And the said John Strider and Sarah his wife, for the consideration before mentioned, grant and convey to the United States of America and their assigns forever the priviledge /sic./ of erecting a dam or dams, partly or entirely across the Shenandoah river at any point or points below the mills of said Strider, the height of which however, shall not be more than eight inches above the top of an iron bar now inserted in a rock, situated near the upper end of the Island on which the Rifle Factory is located, being the second rock of a ledge of rocks, extending from said Island nearly across the Shenandoah river in the direction of South 3/4° West: the said iron bar is inserted in said rock so that the top thereof is even with surface of the highest point of said rock, and in order to identify it the more particularly, the following bearings and distances have been ascertained, measuring from said bar, viz; to the inner angle of a large rock near the south margin of the Shenandoah river South 44° East; to the East Chimney of the dwelling house occupied by John H. Hall on Camp Hill North 66 1/4° East; to the East corner of the new stone addition to the dwelling house of said Strider South 48 1/4° West; to the West corner of stone building No. H /or 11 ?/ attached to the Rifle Factory North 45 1/4° East distant Two hundred and forty seven feet; and to the East corner of the staone /sic./ building formerly belonging to Timothy Herrington decd North 29 1/2° West Two hundred and twenty six feet. To Have and to hold the said use, priviledge, /sic./ and enjoyment of the water power before mentioned hereby granted and conveyed unto the United States of America and their assigns forever. And the said John Strider and Sarah his wife, for themselves, their heirs, Executors, and Administrators, do hereby covenant and agree to warrant and defend the whole of the water power and the right of using it as aforementioned hereby granted and conveyed unto the United States of America, and their assigns forever free from the claim of them the said John Strider and Sarah his wife and from the claim or claims of every other person or persons whatsoever. And the said John Strider and Sarah his wife for the consideration before expressed, release & exonerate the United States from all claim whatever for the previous use of the water power hereby conveyed.

In Witness whereof the said John Strider and Sarah hs wife have hereunto set their hands and affixed their seals the day and year first written.

John Strider /LS/
Sarah Strider /LS/

Jefferson County to wit:

We James B. Wager and Geo. B. Stephenson Justices of the peace for the County aforesaid in the State of Virginia do hereby certify that John Strider party to a certain deed bearing bearing date on the 27th day of June 1833 and hereto annexed personally appeared before us in our County aforesaid and acknowledged the same to be his act and deed and desired us to certify the said acknowledgement to the Clerk of the County Court of Jefferson in order that the said deed may be recorded.

Given under our hands and seals this 27th day of June 1833.

James B. Wager /LS/
Geo. B. Stephenson /LS/

Jefferson County to wit:

We James Be. Wager and Geo. B. Stephenson Justices of the peace for the County aforesaid in the State of Virginia do hereby certify that Sarah Strider the wife of John Strider parties to a certain deed bearing date on the 27th day of June 1833 and hereto annexed personally appeared before us in our county aforesaid and being examined by us privily and apart from her husband and having the deed aforesaid fully explained to her she the said Sarah acknowledged the same to be her act and deed and declared that she had willingly signed sealed and delivered the same and that she wished not to retract it.

Given under our hands and seals this 27th day of June 1833.

James B. Wager /LS/
Geo. B. Stephenson /LS/ "

Washington, D. C., The National Archives, Old Army Section, War Records Division, R.G. 156, Office, Chief of Ordnance, Contract Book No. 13, pp. 190-191.

Daniel T. Matthias

For Carpenters work etc on 4 Buildings at Harpers Ferry

"Memorandum of agreement made and entered into this 15th day of July 1833; between Daniel T Mathias of the one part and George Rust Jr. Supt.Harpers Ferry Armory of the other part as follows:

The said Mathias binds himself to furnish all the materials and perform the carpenters' work painting and plastering of Four Buildings 28 feet front, 22 in rear, one and a half stories high: the first story to have six doors plain pannel doors, the front one to have plain transom--Six windows, two of 20 lights 8 x 10 glass each, the other four 15 lights same size---Windows and doors to be trimmed with plain architive: To be divided into three rooms with one Fire place. Plain winding stairs running to the second story one closepress or cupboard in front room and sloset under stairs - plain mantle piece --- joice to be 10 inches wide 2-1/2 thick double bridged and two feet from centre to centre. The following to be one and a fourth inches thick and not more than seven inches wide plain washboards. Story eight feet in the clear. walls of Brick 14 in. thick. The second story to have 2 doors seven windows three of 12 light each 8 x 10 glass. The other four 9 lights each same size, to be divided into three Rooms with one fire place. Doors & windows to be trimmed with plain architive (single) mantel piece and washboard plain. Joice 10 in wide 2-1/2 thick, two feet from centre to centre and double bridged. Flooring one and a fourth in. thick and not more than seven inches wide. Walls inches thick.

Back building 16 feet front 12 rear, one story high 9 in. walls. one plain panel door, two windows 12 lights each 8 x 10 glass, one fire place, plain mantel, doors and windows to' be trimmed with plain single architive. Joice 7 in. wide 2-1/2 thick, two feet from centre to centre. Celler to have two windows one door etc.

The whole of the Carpenter work, excepting the roof to have two coats of paint - the door to be hinged & locked. The building both front & rear to be plastered in the interior with 2 coats & skimmed. and to be covered with good Cypress shingles. The whole of the work to be done in a substantial workmanlike manner, and of good materials well seasoned and completed on or

before the 1st day of May 1834.

And the said George Rust Jr Supt as aforesaid agrees on the part of U. States that the said Mathias shall be paid for each building completed by him agreeable to the preceding specification.

Daniel T. Mathias continued

Specifications the sum of five hundred and forty dollars, to be paid on the completion of any one of the said buildings. In witness whereof the parties have hereunto set their hands & seals the day and year first written.

Test signed Dan T. Mathias Seal
George Rust Jr Supt

Bond

Know all men by these presents, that we Danl T. Mathias and William Anderson, are held and firmly bound to the United States of America in the sum of two thousand dollars, to be paid to the said United States, their certain Attorney or Assigns; for the said true payment whereof, we bind ourselves, jointly & severally, our joint & several heirs, Extrs & Admrs sealed with our seals, & dated 15th this day of July 1833.

The condition of the above obligation is such, that, whereas the above bounden Danl T. Mathias has entered into the preceeding agreement for furnishing the materials & furnishing 4 dwelling houses at Harpers Ferry Armory. If therefore the said Danl T. Mathias shall on his part faithfully perform the stipulations of said agreement then the above obligation to be void else to remain in full force and virtue.

Test signed Dan. T. Mathias Seal
Wm Anderson

Original transmitted to 2" Comptroller November 7th 1834

G Welsh

Faley bond signed by James Faley
F. Beckham
Henry Crampton

"Dwelling Houses belonging to U. S. at Harpers Ferry, W. Va.
June 30, 1848

Total Number.....182
Broken up or burnt.....19
163
Unoccupied.....2
161

Occupied by Officers and Clerks as Offices.. 12
" " Workmen of Musket Factory..... 95
" " " " Rifle " 13
129 [sic.]

161
-129
42 [sic.]

Occupied as Schools, Stable & Slaughter House... 7
" by persons not on the pay rolls.....35
TOTAL.....42"

"Dwelling Houses belong to U. S. at Harpers Ferry, W. Va.
September 30, 1849

Brick,	2	story	37
"	1	"	17
Stone	2	"	19
"	1	"	14
Wood,	2	"	 9
"	1	"	52
		TOTAL	148

Of 311 workmen on the rolls only 121 occupy U. S. houses."

"Dwelling Houses belonging to U. S. at Harpers Ferry, W. Va.
December 31, 1850

Offices.....	1	
Clerks and others.....	10	
Parsonage and schools...	4	
Workmen -- or rent.....	110	(119 workmen occupy the 110 houses)
Other than workmen.....	6	
Unoccupied.....	10	
TOTAL.....	141	

Brick,	2	story	houses....	39
"	1	"	" ...	15
Stone	2	"	" ...	19
"	1	"	" ...	10
Wood,	2	"	" ...	9
"	1	"	" ...	49
TOTAL.....				141"

"Headquarters C.S. Army
Harpers Ferry, May 25, 1861

Special Order, No. 2:

Mr. Michael E. Price, Master of Transportation, will remove without delay, towards Richmond, the Machinery connected with the Rifle Works at the Harper's Ferry Armory:

By order of Brig. Gen[1] Jos. E. Johnston"

National Archives, Washington, D. C., R.G. 92, Office of the Quartermaster General, Consolidated Correspondence File, Harpers Ferry, West Virginia (ms), ("Statement", from U. S. Military R.Rds. to Brevet Major G. A. Flagg, endorsement dated February 24, 1866)

"R 58 8-2

"Statement of Govt buildings & lumber at Harpers Ferry, Va. transferred by the U. S. Mil. R.Rds to BVT. Major G. A. Flagg - AQM.

Statement of Government buildings and lumber at Harpers Ferry, Va. transferred by the U. S. Milty R.Rds. to Brevet Major G. A. Flagg, AQM

				Total Feet	
1	One	Engine House	164 x 26 feet	17557	
1	One	Machine and Blacksmith Shop	82 x 26 "	7150	
2	Two	Carpenters Mess Houses (In South Bolivar)	63 x 21 "	16676	
1	One	Mess House (on Herrs Island)	60 x 20 "	7826	
1	One	Mess House opposite Supts Office with wing	62 x 21 " 26 x 12 "	8866	
1	One	Store House. (Herrs Island)	44 x 20 "	4964	
1	One	Tool House (Upper Island)	37 x 22 "	4406	
1	One	Agents Office " "	21 x 13 "	1713	
1	One	Building (Near Supts Office)	16 x 16 "	1077	
1	One	Building " " "	18 x 16 "	1720	
1	One	Platform	197 x 27	15957	
1	One	Platform	232 x 22	15312	
1	One	"	446 x 25	33450	
1	One	"	112 x 16	5376	142050
1	One	Lot Lumber (White Pine)		47142	
1	One	Lot Lumber (Oak)		500	
1	One	Lot Hemlock Scantling		7500	55142
		Total number of feet			197192

R960

B.Gen. G. V. Rutherford
Q.M.G.O.

Fery 24, 1866

F. 521

Refers Statement of Govt. buildings and lumber at Harpers Ferry, Va. Transferred by U. S. M.R.Rds. to Maj. Geo. A. Flagg.

WDBK - 7 - No. 1191 /?/

Bk 66.

/stamp/

Decision Bk. 4 page 456

R58

Buildings & Lumber
at
Harpers Ferry, Va.

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I certify that I have personally inspected the within named property find that it is not of further use to the Government and recommend that it be sold at public auction.

/signed/ Geo. V. Rutherford
Brevet Brig. Genl.
Col & Chf. Ins Div

Respectfully referred to Brevet Brig. General J. J. Dana, in charge 6th Division, Q.M.G.O., for his action.

By order Q.M. Genl.

/signed/ Geo. V. Rutherford
Bvt. Brig. General,
Col. & Chf. Ins. Divn.

Q.M.G.O.
24 Feby 66.

Respectfully submitted to the Quarter Master General and sale recommended.

/signed/ J. J. Dana
Colonel, QMD.
Bt. Brig. Genl

Q.M.G.O.)
Feb. 26/66)

Respectfully submitted to the Secretary of War for authority to sell at public auction after due notice the buildings and lumber at Harpers Ferry, Va. herein specified.

/illegible signature/

Quarter M. Gen.
Bt. Maj. Gen.

Q.M.G.O))
Feb.26/66)

B.B. 19/3904

The recommendatinn of the Quarter Master General is approved.

By order of the Secretary of War:

/signed/ Thos. T Eckert
Act'g Ass't Secy of War.

War Dept
1st March 1866.

National Archives, Washington, D. C., RG 92 Office of the Quartermaster General, Consolidated correspondence file Harpers Ferry, West Virginia (ms), (Ltr. Capt. A. S. Kimball, Baltimore, Md. to Maj. General M C. Miegs December 10, 1866)

Depot Quartermasters Office
Baltimore Md. Dec. 10. 1866

Maj. Genl. M. C. Miegs
Q. M. G. U. S. A.
Washington, D. C.

General.

In reply to your Letter to Colonel Geo. W. Bradly formerly on duty at this place, dated August 11, 1866, directing that officer to report upon the claim of the "Independent Order of Odd Fellows" for damages done to their Hall at Harpers Ferry West Va. by the troops of the United States stated at $1500 I have the honor to state that I have caused an invistigation /sic./ to be had of the case and find as follows, to wit.

The Hall of this Lodge was built in conjuction with the Methodist Protestant

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Church of Harpers Ferry, and comprises the upper story of that Church. The building is of rough /cheap/ stone and its areas are about 30 x 50 feet. The ground was the gift of the government upon which the church is located.

The troops took possession of the Hall in 1862 but at what particular date it was difficult to determine. The occupation continued until the fall of 1863, a period of about one year. The building does not appear to have been occupied by the order of any competent authority, but merely taken possession of by the troops on duty at Harpers Ferry and used as quarters for the men.

During this occupation the building was seriously damaged. The

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inside of the Hall, including windows, ceilings, joists, frame work, and in fact every item of wood work, was removed or utterly destroyed. It is probable that the wood work was torn out and burned for fire wood. There is at the present time nothing remaining except the naked stone walls and it is claimed that the entire damage was committed while the Hall was occupied by the troops.

It is also claimed on the part of the Trustees that a large amount of valuable furniture, the property of the Lodge, was also destroyed by the troops. But of this there could be obtained no evidence beyond the testimony of interested parties.

I am of opinion that the sum claimed, being $1500. is no more than

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would be required to put the Hall in such condition as it is believed to have been when taken possession of by the troops.

The claim for that part of the edifice used as a Church has, I am informed, already been settled.

The Trustees, to whom the claim is presented are reported to have been loyal during the war.

The papers relating to the claim are herewith respectfully returned.

I am General

Most Respectfully

Your Obt. Servt.

/signed/ A. S. Kimball

Capt. & A.Q.M.U.S.A.

Depot Q.M. Baltimore

L.R. Bk/2-Q/-1032)
)
2 Enclosures)
)
)

Washington, D. C., National Archives RG 121, Public Buildings Service, Harpers Ferry File No. 154 (ms) n.p., ca. 1869

"Harpers Ferry Property

I On Potomac side.

Fire Engine House, about 30 ft. by 25 ft. one story brick slate roof, two iron doors, Cupola.

Long Building, about 100 ft. by 25 feet, one story brick, one half demolished, but boarded up; with board roof. The brick half has slate roof. Wooden part has brick gable. Foundation, with dressed stone coping 100 feet by 25 ft. 2 feet above ground.

Foundation & Stone Coping, 2 feet above ground 100 feet by 25 feet.

Blacksmith Shop & Blast Furnace, about 250 feet by 30 feet Chimney stack about 115 feet high & 10 feet at base all of brick. Partly under rough roof, one story high, 21 iron window frames remaining, 2 iron door frames. Granite foundadion dressed coping, about 2 feet above ground.

Front Wall of Government Yard, 12 panels of iron railing on granite base & brick with brick piers brown stone coping on piers. Double iron gates two in number. Heavy dressed gate posts of granite five in number.

West Enclosure Wall and part of South Enclosure 46 pannels [sic] --iron pickets between brick piers

[2]

stone coping base of masonry about six feet high.

South Enclosure in part, about 500 feet in length rock base and solid brick above about eight feet high.

Cast Iron Overshot Wheel about 15 feet in diameter set in pit of masonry faced and coped with heavy dressed granite. Forebay of iron frame and wood over the wheel about 15 feet square. 4 cog wheels 5 ft. diam. each on heavy shaft of iron. 2 small cog wheels 3 ft. Two lines of wrought iron shafting about 10 feet long each by 8 inches.

Line of blast pipe 150 feet long by 10 inches underground to blacksmith shop. Drum wheel in ground about 4 ft. diameter & part of shaft about 3 ft. long. Wooden buckets all destroyed.

Foundation of Machine Shop built in 1857. Laid about 4 feet deep. Coping of dressed granite--length about 100 ft. width about 25 feet. 2 iron cogs about 4 ft. in diameter & shaft about 12 ft. by 8 in.

Two Granite-faced Waste-ways. Walls about 12 feet high.

Overshot Wheel. Iron shaft wooden frame braced &

[3]

bolted with iron, journals broken & metal carried off. 6 large cogs 4 ft. diameter, 2 small do. 3 ft. Bed of masonry about 40 feet by 15 ft. 1 large cog about 6 feet, 2 small do. about 3 ft. Drum wheel 4 feet wrought shafts 12 feet by 8 in.

Foundation of Carpenter Shop 100 feet long about 30 feet wide. Part of dressed granite coping.

Foundation of Proof Shop 100 feet by 30. Granite-dressed coping above ground about 10 inches.

Undershot Wheel. Iron shaft wooden frame wood nearly destroyed. 4 large cogs 6 ft. diam. 4 small cogs 3 ft. 2 drum wheels 5 ft. Shafts 2 10 ft. by 8 in. All set in bed of dressed granite blocks. 2 lateral shafts 8 ft. by 8 in. 2 Drum wheels & shafts 10 ft. by 8 in.

Foundation of Millwright Shop. 100 ft. by 25 ft. Masonry with dressed stone coping.

Turbine Wheel in bed under ground & perpendicular shaft, 1 cog 3 ft. 1 cog 2 ft. Cast iron frame & fly wheel heavy 4 ft. drain 8 in. wide, and operating shaft. Masonry bed about 10 ft. square.

Long line of Masonry wall enclosure South

[4]

Foundation of building about 25 ft. square. No coping.

Foundation of Grinding Mill, 80 ft. by 25 ft. Heavy & long dressed stone coping, 14 in. above ground.

Iron Flume 4 ft. diameter well bolted about 35 feet long with perpendicular shaft of Turbine Wheel. Turbine Wheel probably burried [sic.] under ground.

Old Machine Shop Foundation 80 ft. by 25. Masonry.

Two Cisterns

Flag Stone Walk along fronts of buildings about 1/4 mile in length.

Rolling Mill and Till Hammer Shop. Brick one story, on dressed stone coping to foundation. 17 iron window frames. Length of building 200 feet by 40 ft. 2 door frames iron. Large quantity dressed stone inside over surface of shop. No roof.

Turbine Wheel & Flume. The latter about 30 feet length & 4 in. diameter. Iron frames & supports. Wheel & machinery burried [sic.] in ground similar to the one before described.

Walls of Arched Warehouse. All of masonry 1 story 70 ft. by 50 ft.

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Old Rolling Mill Shop Foundation. Stone coping dressed 200 ft. by 30 ft. Flag flooring many iron bolts.

Overshot Wheel Wood frame. 15 ft. diameter. Large revolving shafts. Forebay 15 ft. square. Large masonry waste-way about 60 ft. by 15 ft. 20 ft. deep. Dressed stone facing and coping. Boiler iron supply pipe 25 ft. by 4 ft. Iron water gate.

Iron Flume about 4 ft. diameter 20 ft. long. Iron water gate.

Coping of Canal Wall blocks of dressed stones about 6, 8, 10 ft. long 8 in. thick. Stones well squared about 500 feet in length.

Locks of Canal at Dam on Potomac & headway one open gate. One lifting gate & chains.

II Shenandoah Side

Foundation of Rifle Factory had order of 2 or 3 buildings
200 ft. by 60 - 80 ft. by 60 ft. -
100 ft. by 60
Lot of dressed coping.

Foundation of Stable about 50 ft. square. Dressed stone coping.

Immense open quarries of stone face the property.

The property in machinery described & in the great quantities of dressed stone and building material laying [sic.] around upon the land must be of very great value."

National Archives, Washington, D. C. RG 121 Public Buildings Service, Harpers Ferry Case No. 154. (ms) (Copy dated 30 September 1873, Washington, D. C., of an Agreement between J.R. Poinsett, Secretary of War and Louis McLane, president of the B.&O. Company dated 5 November 1838) 13 pp.

" UNITED STATES /Seal/ OF AMERICA

War Department
Washington City September 30th 1873

Pursuant to the Act of Congress of the 22nd February 1849, I H. F. Crosby Chief Clerk of the war Department in the absence of the Secretary of war, do hereby certify that the annexed document and chart have been truly copied from the originals on file in the Office of the Chief of Ordinance of

This department

/Seal of the Treasury Department U. S./

In witness whereof I have hereunto set my hand and caused the seal of the War Department to be affixed on the day and year first above written.

/signed/ H. F. Crosby
Chief Clerk

In the absence of the Secretary of War

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Agreement:

The following agreement contains the terms and conditions upon which the Baltimore and Ohio Railroad Company shall be, and they are hereby, premitted /sic./ to construct that part of the main stem of the Baltimore and Ohio Railroad which is proposed to be constructed westward from the present viaduct at Harper's Ferry along and through the property of the United States at that place.

They have laid down two routes for the said main stem which are designated in the drawing and plan annexed hereto as a part hereof and lettered A. and B respectively, the description of which is as follows:-

The route A leaves the Railroad viaduct at or near second pier from the Virginia shore and turns to the right up the Potomac until it acquires a direction parallel or nearly so to the new

river wall now being erected by the United States on the river side of the northern row of work shops belonging to the musket armory.

The outside of this wall is about forty feet from the river front of said workshop and its top will when finished, be about

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fourteen or fifteen feet above low water in the river the space between the wall and the shops being filled up and graded as a street. The route for the Railroad having reached the United States property at the lower or eastern end of the wall just mentioned passes up the river on the outside of that wall with a view to the construction of an additional wall in the river parallel to the United States wall and about twenty feet therefrom: this additional wall to be built by the company of such a height as may be deemed necessary to guard against danger from high water to be superstructure that may be placed upon the wall: the United States wall being also raised by the company to such a height as may be deemed necessary for the same purpose: the part so raised not extending inwards from the outer face of the wall at its top more than five feet: the space between the two walls to be left open throughout -- for the passage of the water of the river: the road to be so constructed opposite the tilt hammer shop as to leave a clear space of twenty feet between the road and the river front of the shop. Should the construction of the road be found to make the tilt hammer shop

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inconveniently dark, the railroad company shall make such changes in the manner of lighting the building as the Secretary of War may require so as to put it into as good a condition in this respect as it is in at present. The entrance of the water of the river into the space between the walls above mentioned and its excit [sic.] therefrom to be provided for by proper openings in the outer wall. The route after passing the tilt hammer shop ascends the river along the outer bank of the United States canal by a solid embankment and wall: the embankment of the railroad to be supported on the river side by a new wall to be founded on the bed of the river, the said embankment covering the present bank of the canal so as to have the benefit of it: if desired, in diminishing the quantity of earth and other materials to be supplied for the formation of the road bed. When the route reaches the head gates of the canal it crosses the canal upon an oblique line by a bridge with a wooden superstruction of two spans of about one hundred feet each, the pier of the bridge being in a line with the pier of the head gates

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and consisting of an extension of the same eastwardly, and the abutments of the bridge being so far apart as to embrace the entire present width of the canal and also a sufficient space on the southern side of the channel by which the river enters the canal just above the head gates to allow of the passage of the proposed couty road under the railroad along the inner margin of the channel and near the level of the water: the elevation of the said road being made sufficient at this point to give it a clear height of at least twelve feet above the county road. The route passes along the two precipitous points of rock immediately above the head gates and subsequently, pursues the Virginia shore of the Potomac towards Elk Branch without interference with the intended location of the county road.

Route B. is identical with route A. to a point west of the tilt hammer shop, and east of the present cross wall where it diverges from the route A. into the river for the purpose of obtaining a suitable curvature to cross the United States canal at or near the said cross wall as represented in the drawing and then

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returning southwardly crosses the route A. and the said canal at or near the said cross wall to the hillside on the southern margin of the canal: the grade of the road being so elevated as to give a clear hight /sic./ at least twelve feet above the present of the water in the canal and over the county road as it shall be located along the inner margin of the canal. The railroad after so crossing the canal and country road pursues the hillside upwards to the head gates and thier /sic./ falls into route A.

The superstructions for the support of the railway upon the parallel walls above described on route A. to consist of wooden tressels /sic./ or pillars of brick, stone or iron, as the company may prefer: the posts or pillars to be placed at least fifteen apart from centre to centre lengthwise of the road and to be not more than eighteen inches in diameter: the supports to stand in two parallel lines one upon the Government wall raised as above mentioned and the other upon the parallel wall built by the railroad Company.

The option is given to the said

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company to take either of the routes above indicated, provided, however, that should the United States pay to the said company the difference between the cost of constructing the route "A", and the route "B" to be ascertained by a careful survey before commencing the construction of the road, then the said company shall take the route "A" and construct their road thereon. And in case the Secretary of War should require it the wall to be built by the said company above the tilt hammer shop shall be solid and sufficiently puddled to prevent breakage from the canal, so as to make it serve not only as the support of the said railroad but as the river wall of the embankment of said canal, the said company in this event having the privilege of using the materials of the presant /sic./ wall as far as may be done without endangering the canal.

In the construction of the river wall below or east of the tilt hammer shop by the said company, there shall be left sufficient openings opposite each tail race from the water wheels of the armory

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to facilitate the discharge of the water therefrom and as auxiliary to the vent between the two parallel walls aforesaid.

The wate/r/ power privilege of the United States shall not be injured or obstructed, but a free passage shall be left for the water from the channel or the river near Striders warehouse above the public dam and at all other places and points specified and reserved between such warehouse and the falls immediately below the viaduct.

Should the said company desire to take materials from the ground belonging to the 'United States' they shall be permitted to do so free of expense at such places as may be disignated /sic./ by the superintendant /sic./ of the Armory or premitted /sic./ by the Secretary of War.

The road through the United States property shall be constructed at the minimum elevation not exceeding the hight /sic./ of the present viaduct as far as the tilt hammer shop, and the parapet wall disignated /sic./ on the drawing shall be constructed of good mortar masonery.

The said company shall allow the

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United States to castruct and keep up forever a depot with suitable tracks switches and turnabouts to be connected with the said road and the second story of a warehouse proposed to be erected by the United States.

Should the said company be required by the Secretary of War so to do, they shall remove at thier /sic./ own expense two wooden buildings marked 'x' and 'v' on the drawing from thier /sic./ present position to such place as the Secretary of War may direct.

The tressel /sic./ work of the said road shall be terminated west of the tilt hammer shop at the point marked 'B' on the drawings, and the said company shall, if required by the Secretary of War construct, opposite, the waste way, a culvert to facilitate the escape of surplus water and the drainage of the canal.

There shall be left at the cross wall aforesaid a sufficient space for the site of a saw mill in reference to the future erection of which the said company shall construct a culvert suitable for a waste way and tail race for the accommodation of said mill.

In the event of the selection of the

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line 'B' the said company shall fill up the space between that line and the canal wall from the point where the line diverges from the wall to that where it again intersects the wall so as to render the reconstruction or repairs of the wall unnecessary.

The said company shall locate and execute all the parts of thier /sic./ work in such manner as shall cause the least danger or injury to the United States property and any practicable alternation consistent with the proper and judicious location and construction of the said road, that may enhance the value of the property of the United States and that shall be required by the Secretary of War shall be made by the said company the additional expense thereof being paid by the United States.

In locating and constructing the said road particularly the walls, abutments and piers, at and near the present viaduct and the eastern boundary of the property of the United States, the said company shall locate and construct the same so as to produce the least possible dimination /sic./ in the width of the

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river consistant /sic./ with the security of the said walls,

abutments, and piers.

In the construction of those portions of the said road between the points indicated on the drawings at 'K' and 'L' the superintendant /sic./ of the Armory may exercise such supervision and control as may be necessary to prevent the filling up or obstruction of the canal bed of the river, and site for the county road.

In the use of the road authority to construct which along and over the property of the United States is hereby conceded on the terms herein set forth, it is expressly, stipulated that the cars of the said company shall not be left standing on the track in front of the work shops of the Armory so as to obstruct the light and air.

It is further stipulated that should the said company deem it their interest to use wood instead of stone coal as the fuel of thier /sic./ engines and damage should be done thereby to the property of the United States, the said company will become the insurers, and will be answerable and responsible for the same.

In testimony whereof and for the

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Purpose of granting to the said company the privileges aforesaid upon the terms aforesaid. Joel R. Poinsett, Secretary of War of the United States hath hereto set his hand and for the purpose of signifying the assent of the said company to the said terms and binding them to the fullfilment /sic./ thereof Louis McLane the president of the said company hath hereto set his hand and caused the corporate seal of the said company to be affixed hereunto.

Dated this fifth day of November in the year eighteen hundred and thirty-eight.

J. R. Poinsett

Louis McLane

/SEAL/

/BALTIMORE
AND
Ohio R.R./

Witness to signature of Louis McLane
Jno H. B. Latrobe

Witness to signature of J. R. Poinsett
Jno. T. Cochrane "

United States of America)
) S. S.
District of West Virginia)
)

I, Jasper G. Moore, Clerk of the District Court of the United States for the District of West Virginia, do certify that the foregoing is a true copy of the record in the case of the United States of America & others against the Baltimore & Ohio Rail Road, Company, lately depending in said Court at Wheeling in said District, Except the Evidence in said cause and the Photographic Map used at the sale of the said Harpers Ferry property.

In testimony whereof I hereto set my hand and the Seal of said District.

Court at Wheeling in said District

this 8th day of May A.D. 1876

and in the 100th year of the Independence of

the United States of America.

Jasper G. Moore, Clerk

D.C. U.S. D. W.Va.

Washington, D. C., National Archives RG 121 Public Buildings Service, Harpers Ferry, West Virginia File Drawer No. 28, printed pamphlet, 6" x 8 1/2", 32 pages.

43D CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 6.

LETTER

FROM THE

CHIEF CLERK OF THE WAR DEPARTMENT,

COMMUNICATING,

In compliance with a Senate resolution of December 4, 1873, information in relation to the sale of Government property at Harper's Ferry.

DECEMBER 15, 1873.—Ordered to lie on the table and be printed.

WAR DEPARTMENT,
Washington City, December 12, 1873.

SIR: In response to the resolution of the United States Senate of the 4th instant, directing the Secretary of War to "transmit to the Senate all the information in his possession in relation to the Government property at Harper's Ferry, W. Va., including the sale thereof," I have the honor, in the absence of the Secretary of War, to transmit herewith a transcript from the records of the Department and copies of such papers on file as will give full information in relation to the Harper's Ferry sale and subsequent official action thereon by the War Department.

Very respectfully, your obedient servant,

H. T. CROSBY,
Chief Clerk.

The PRESIDENT *pro tempore of the United States Senate.*

ORDNANCE OFFICE, WAR DEPARTMENT,
Washington, December 11, 1873.

SIR: In fulfillment of the requirements of the resolution of the Senate of December 4, 1873, I inclose herewith to you transcript from the records of this office and copies of such papers on file here as will give full information in relation to the Harper's Ferry sale and subsequent official action thereon by the War Department.

The inclosures are:

1. Transcript of the account of sale, with photographic copy of the map of Harper's Ferry.
2. Copies of correspondence relating to the property disposed of at the sale.

The Senate resolution is herewith returned.

By order of the Chief of Ordnance:

Very respectfully, your obedient servant,

S. V. BENÉT,
Major of Ordnance.

The honorable the SECRETARY OF WAR.

Abstract of sale of United States property at and near Harper's Ferry, W. Va., sold at public auction, at the town of Harper's Ferry, on the 30th of November, and the 1st and 2d days of December, 1869, by J. Daniel Potterfield, auctioneer, as divided and laid out by S. Howell Brown, surveyor, as per map of 1869, approved by Hon. William W. Belknap, Secretary of War, November 16, 1869, made under the supervision of Capt. Daniel J. Young, O. S. K., acting under instructions from the Ordnance Department at Washington, in pursuance of an "Act providing for the sale of the lands, tenements, and water privileges belonging to the United States at and near Harper's Ferry, in the county of Jefferson, West Virginia," embracing also the unsold lots and lots purchased and not paid for, as per map and sale of 1852.

Block.	Lot.	Date of map.	Location and remarks.	Names of purchasers.	Amount.	Declined by purchaser and taken by—	Notes secured by bond for—				When paid.		Date of deed.	Remarks.
							One year.		Two years.					
							Date.	Amount.	Date.	Amount.	First note.	Second note.		
	1	1869	The water power entire of the Potomac River as held by the United States, embracing site of old armory buildings, or musket factory, Byrnes Island, and all that strip of land and bluff bordering on the Potomac River, and lying between said river and the streets and lots as laid down on map of 1869.	Capt. F. C. Adams *	$176,000 00		Dec. 30, 1869	$88,000 00	Dec. 30, 1869	$88,000 00				
	2	1869	The water power entire of the Shenandoah River as held by the United States, embracing the site of the rifle factory, with all the appurtenances thereto belonging.	Capt. F. C. Adams	30,000 00		Dec 16, 1869	15,000 00	Dec. 16, 1869	15,000 00				
	3	1869	The Shenandoah Ferry, with a tract of land containing 66¼ acres on the south side of the river, and a ferry lot on north side, with front on river of 243 feet; on Toll street, 193 feet; on Hamilton street, 66¼ feet; and on Bridge street, 83 feet; two stone houses south side of river.	John W. Neer & Co	1,790 00		Dec. 6, 1869	875 00	Dec. 6, 1869	875 00				
	4	1869	The perpetual right to cut and remove wood from a tract of 1,295¾ acres of mountain land lying on the south side of the Shenandoah River adjoining the ferry tract.	David M. King	3,600 00		Dec. 6, 1869	1,875 00	Dec. 6, 1869	1,875 00				
	5	....	The right to dig iron ore upon a tract of 1,600 acres of land bordering on the Potomac River, known as "Friends' Ore Bank," acquired from Henry Lee and others by deed, dated May 8, 1800. *Northeast end of Arsenal lot, having on it the Old Superintendent's Office.*	William C. Bradley	13,100 00	John A. Ahl and Dan V. Ahl.	Dec. 6, 1869	6,550 00	Dec. 6, 1869	6,550 00				
A	1	1869	On Shenandoah	Thomas J. Burley	2,025 00		Dec. 6, 1869	1,012 50	Dec. 6, 1869	1,012 50				
A	2	1869	do	Capt. F. C. Adams	1,655 00		Dec. 16, 1869	1,852 50	Dec. 16, 1869	1,852 50				
A	3	1869	do	J. M. Decaulne	1,800 00		Dec. 6, 1869	1,900 00	Dec. 6, 1869	1,900 00				
A	4	1869	do	do	2,000 00									
A	5	1869	do	Capt. F. C. Adams	2,050 00	(See block A, lot 2)								
A	6	1869	do	John L. Walsh	2,025 00		Dec. 6, 1869	1,158 00	Dec. 6, 1869	1,158 00				
A	7	1869	do	Mary Conway	2,085 00		Dec. 6, 1869	1,042 50	Dec. 6, 1869	1,042 50				
B	1	1869	do	John H. Hodges	1,850 00		Dec. 6, 1869	925 00	Dec. 6, 1869	925 00				
B	2	1869	do	Withdrawn from sale by United States.	6,100 00									
B	3	1869	do	M. T., C. A., and Jas. C. McGraw.	5,100 00		Dec. 6, 1869	2,550 00	Dec. 6, 1869	2,550 00				
C	11	1869	do	P. H. Strode, for Edw'd Lucas's, jr., heirs.	100 00		Dec. 6, 1869	55 00	Dec. 6, 1869	55 00				
F	1	1869	do	Daniel Ames	1,650 00		Dec. 6, 1869	2,049 50	Dec. 6, 1869	2,049 50				
F	2	1869	do	John Wilson	1,800 00		Dec. 6, 1869	975 00	Dec. 6, 1869	975 00				
G	1	1869	do	Harriet M. Neer	150 00		Dec. 6, 1869	75 00	Dec. 6, 1869	75 00				
G	2	1869	do	Michael Doran	165 00		Dec. 6, 1869	82 50	Dec. 6, 1869	82 50				
G	3	1869	do	William Doran	160 00		Dec. 6, 1869	80 00	Dec. 6, 1869	80 00				
G	4	1869	do	Fenton V. Cockrell	95 00		Dec. 6, 1869	47 50	Dec. 6, 1869	47 50				
	1	1869	Lots north of Shenandoah st.	Joseph D. Holmes	3,125 00		Dec. 6, 1869	1,562 50	Dec. 6, 1869	1,562 50				
	2	1869	do	Isabella Leisenring	1,475 00		Dec. 6, 1869	737 50	Dec. 6, 1869	737 50				
	3	1869	do	Edward Tearney	720 00		Dec. 6, 1869	547 50	Dec. 6, 1869	547 50				
	4	1869	do	Daniel Ames	330 00	(See block F, lot 1)								

*Notes and bonds of F. C. Adams, sent to Secretary of War July 15, 1872, with recommendation that Department of Justice begin suit on same.

Abstract of sale of United States property at and near Harper's Ferry, W. Va., sold at public auction, at the town of Harper's Ferry, &c.—Continued.

Block.	Lot.	Date of map.	Location and remarks.	Names of purchasers.	Amount.	Declined by purchaser and taken by—	Notes secured by bond for— One year. Date.	One year. Amount.	Two years. Date.	Two years. Amount.	When paid. First note.	When paid. Second note.	Date of deed.	Remarks.
	5	1869	Lots north of Shenandoah st.	John Wilson	$150 00	(See block F, lot 2)								
	6	1869	do	Thomas W. Gallagher	140 00		Dec. 6, 1869	$84 00	Dec. 6, 1869	$84 00				
	7	1869	do	Mary A. Percival	160 00		Dec. 6, 1869	175 00	Dec. 6, 1869	175 00				
	8	1869	do	Dorsey H. Irwin	165 00		Dec. 6, 1869	51 00	Dec. 6, 1869	51 00				
H	1	1869	On Shenandoah street	James Doody	40 00		Dec. 6, 1869	509 00	Dec. 6, 1869	509 00				
H	2	1869	do	Isaac Gilbert	38 00									
H	3	1869	do	George Freeman	30 00		Dec. 6, 1869	30 00	Dec. 6, 1869	30 00				
H	4	1869	do	do	30 00									
H	5	1869	do	Daniel Ames	33 00	(See block F, lot 1)								
H	6	1869	do	do	30 00									
H	7	1869	do	George Koonce	85 00								Feb. 16, 1870	Paid cash.
I	1	1869	do	George Freeman	30 00		Dec. 6, 1869	15 00	Dec. 6, 1869	15 00				
I	2	1869	do	Louise Evans	31 00		Dec. 6, 1869	42 50	Dec. 6, 1869	42 50				
I	3	1869	do	do	34 00									
I	4	1869	do	Isaac Gilbert	30 00	(See block H, lot 2)								
I	5	1869	do	Nicholas Marmion	105 00		Dec. 6, 1869	165 00	Dec. 6, 1869	165 00				
	18		In the Wager 6-acre reservation	Bridget Boerley	2,600 00									
	19		do	Patrick Daley	1,425 00		Dec. 6, 1869	712 50	Dec. 6, 1869	712 50				
	20		do	Mary D. Cochrane	2,025 00		Dec. 6, 1869	1,112 50	Dec. 6, 1869	1,112 50				
	21		do	Edith O'Donnell	2,275 00		Dec. 6, 1869	1,137 50	Dec. 6, 1869	1,137 50	Dec. 6, 1871	Dec. 6, 1871	Jan. 10, 1872	
	22		do	Edward Murphy	2,375 00		Dec. 6, 1869	1,187 50	Dec. 6, 1869	1,187 50				
	26		do	James McGraw	1,000 00		Dec. 6, 1869	500 00	Dec. 6, 1869	500 00	Dec. 22, 1871	Dec. 22, 1871	Jan. 10, 1872	
	27		do	Isaac Gilbert	950 00	(See block H, lot 2)								
	29		do	Bridget Boerley	80 00								Jan. 13, 1872	Paid cash.
	34		do	Patrick O'Beirne	139 00		Dec. 6, 1869	245 25	Dec. 6, 1869	245 25				
G	8	1869	Camp Hill	George Koonce	75 00								Feb. 16, 1870	Paid cash.
H	7	1869	do	Edmund H. Chambers	39 00		Dec. 6, 1869	260 00	Dec. 6, 1869	260 00				
I	4	1869	do	Lewis Seabold	105 00		Dec. 6, 1869	52 50	Dec. 6, 1869	52 50				
I	5	1869	do	Francis Gannon	90 00		Dec. 6, 1869	100 00	Dec. 6, 1869	100 00				
I	6	1869	do	Dorsey H. Irwin	25 00	(See lot 8, north of Shenandoah st.)								
I	10	1869	do	John E. Irwin	31 00									
I	13	1869	do	Nicholas Marmion	53 00	(See block I, lot 5)								
J	5	1869	At Union square	John A. Lashorn	70 00	Sarah A. McDaniel							April 4, 1870	Paid cash.
J	6	1869	do	Zadock Butt	30 00		Dec. 6, 1869	15 00	Dec. 6, 1869	15 00				
J	7	1869	do	J. Robinson Strayer	61 00		Dec. 6, 1869	30 50	Dec. 6, 1869	30 50				
J	10	1869	do	Daniel Ames	86 00	(See block F, lot 1)								
J	11	1869	do	do										
J	12	1869	do	do										
J	13	1869	do	do										
L	5	1869	South side of Ridge street	George H. Bender	127 00		Dec. 6, 1869	63 50	Dec. 6, 1869	63 50				
L	6	1869	do	William M. Graham	123 00		Dec. 6, 1869	61 50	Dec. 6, 1869	61 50				
N	2	1869	Between Ridge and Putnam sts.	Samuel Coleman	41 00		Dec. 6, 1869	20 50	Dec. 6, 1869	20 50				
N	3	1869	do	James Warfield	40 00		Dec. 6, 1869	20 00	Dec. 6, 1869	20 00				
N	8	1869	do	Oliver Hall	21 00		Dec. 6, 1869	10 50	Dec. 6, 1869	10 50				
N	9	1869	do	Harrison Robinson	10 00								Jan. 13, 1870	Paid cash.
N	10	1869	do	James Musgrove	9 00								Jan. 13, 1870	Paid cash.
O	8	1869	do	Samuel Irbey	43 00		Dec. 6, 1869	21 50	Dec. 6, 1869	21 50				
O	9	1869	do	Jefferson Page	40 00		Dec. 6, 1869	20 00	Dec. 6, 1869	20 00				
O	14	1869	do	Lydia A. Kilham	2 00		Dec. 6, 1869	6 00	Dec. 6, 1869	6 00	Jan. 27, 1872	Jan. 27, 1872	Feb. 7, 1872	(See Z 3.)
P	4	1869	do	Thomas A. Kirwan	60 00	James M. C. Board	Dec. 6, 1869	30 00	Dec. 6, 1869	30 00				
P	6	1869	do	John W. Marlatt	30 00		Dec. 6, 1869	15 00	Dec. 6, 1869	15 00				
P	8	1869	do	John C. Storm	46 00		Dec. 6, 1869	23 00	Dec. 6, 1869	23 00				
P	10	1869	do	Thomas A. Kirwan	110 00									
P	14	1869	do	John Gilbert	80 00		Dec. 6, 1869	40 00	Dec. 6, 1869	40 00				
P	18	1869	do	Harrison Robinson	30 00		Dec. 6, 1869	31 00	Dec. 6, 1869	31 00				
P	19	1869	do	do	32 00									
Q	8	1869	do	Daniel Ames	11 00									
Q	1	1869	do	do	5 00									
Q	2	1869	do	do	5 00	(See block F, lot 1)								
Q	3	1869	do	do	13 00									
Q	4	1869	do	do	10 00									
Q	5	1869	do	Wilbur A. Winters	13 00		Dec. 6, 1869	57 00	Dec. 6, 1869	57 00				
Q	6	1869	do	Thomas Jefferson	5 00									
Q	15	1869	do	Daniel Ames	16 00	(See block F, lot 1)							Jan. 13, 1870	Paid cash.
Q	16	1869	do	George Koonce	8 00									
Q	17	1869	do	Daniel Ames	7 00								Feb. 16, 1870	Paid cash.
Q	18	1869	do	do	6 00	(See block F, lot 1)								
Q	19	1869	do	George Koonce	3 00									
Q	20	1869	do	Wilbur A. Winters	6 00	(See block Q, lot 5)							Feb. 16, 1870	Paid cash.
R	1	1869	North of Ridge street	Daniel Ames	48 00	(See block F, lot 1)								
R	2	1869	do	Nicholas Marmion	29 00									
R	3	1869	do	do	51 00	(See block I, lot 5)								
R	4	1869	do	do	60 00									
R	5	1869	do	John L. Walsh	51 00	(See block A, lot 6)								

Abstract of sale of United States property at and near Harper's Ferry, W. Va., sold at public auction, at the town of Harper's Ferry, &c.—Continued.

Block.	Lot.	Date of map.	Location and remarks.	Names of purchasers.	Amount.	Declined by purchaser and taken by—	Notes secured by bond for—				When paid.		Date of deed.	Remarks.
							One year.		Two years.					
							Date.	Amount.	Date.	Amount.	First note.	Second note.		
R	6	1869	North of Ridge street	Nicholas Marmion	$25 00	(See block I, lot 5)								
R	7	1869	do	Daniel Ames	10 00									
R	8	1869	do	do	12 00	(See block F, lot 1)								
S	1	1869	do	Trueman W. Potterfield	11 00									
S	2	1869	do	David M. King	16 00	(See lot 4)							Jan. 13, 1870	Paid cash.
S	3	1869	do	Daniel Ames	40 00									
S	4	1869	do	do	38 00	(See block F, lot 1)								
S	5	1869	do	Edw'd H. Chambers, for Meth. parsonage.	21 00	(See block H, lot 7, Camp Hill.)								
S	6	1869	do	do	10 00									
T	1	1869	do	Bettie E. Koonce	43 00								Jan. 13, 1870	Paid cash.
T	2	1869	do	Edward Tearney	65 00	(See lot 3, north of Shenandoah st.)							May 12, 1870	Paid cash.
T	3	1869	do	Joseph A. McFadden	45 00		Dec. 6, 1869	$22 50	Dec. 6, 1869	$22 50				
T	4	1869	do	Solomon V. Yantis	68 00		Dec. 6, 1869	34 00	Dec. 6, 1869	34 00				
T	1	1869	do	Mary A. Percival	8 00	(See lot 7, north of Shenandoah st.)								
U	2	1869	do	Ellen M. Brittain	12 00		Dec. 6, 1869	6 00	Dec. 6, 1869	6 00				
U	3	1869	do	David M. King	34 00	(See lot 4)								
U	4	1869	do	Harry King	44 00		Dec. 6, 1869	22 00	Dec. 6, 1869	22 00				
V	1	1869	Between Putnam and Van Wert streets.	Wilbur A. Winters	95 00	(See block Q, lot 5)								
V	2	1869	do											
V	3	1869	do											
V	4	1869	do											
V	5	1869	do											
V	6	1869	do	P. H. Strode, for himself and other heirs of Ed. Lucas, jr., deceased.	10 00	(See block C, lot 11)								
V	8	1869	do	Thomas A. Kirwan	30 00	Ann Jackson	Dec. 6, 1869	25 00	Dec. 6, 1869	25 00				
W	10	1869	do	Mary D. Price	5 00									
W	11	1869	do	do	5 00		Dec. 6, 1869	5 00	Dec. 6, 1869	5 00	Dec. 15, 1871	Dec. 15, 1871	Jan. 10, 1872	
X	12	1869	do	Nathan Johnson	16 00		Dec. 6, 1869	8 00	Dec. 6, 1869	8 00				
Z	3	1869	East of Paulding street	Lydia A. Kilham	10 00	(See block O, lot 14)					Jan. 27, 1872	Jan. 27, 1872	Feb. 7, 1872	
Z	4	1869	do	Colored M. E. Church	5 00								Jan. 13, 1870	Paid cash.
2	1	1869	Between Van Wert and North Cliff streets.	Nancy Blanham	15 00								Jan. 13, 1870	Paid cash.
2	2	1869	do	Ellen King	8 00		Dec. 6, 1869	74 00	Dec. 6, 1869	74 00				
2	3	1869	do	Francis Gannon	5 00	See block I, lot 5)								
2	4	1869	do	Patrick O'Beirne	6 50	(See lot 34, Wager reservation.)								
2	5	1869	do	Francis Zoll	4 00								Jan. 13, 1870	Paid cash.
2	6	1869	do	Nicholas Marmion	6 00	See block I, lot 5)								
2	7	1869	do	James Musgrove	10 00								Jan. 13, 1870	Paid cash.
AA	1	1869	Between Washington and Potomac streets.	Daniel Ames	1,225 00	(See block F, lot 1)								
AA	2	1869	do	Polly McArthur	1,750 00		Dec. 6, 1869	875 00	Dec. 6, 1869	875 00				
AA	3	1869	do	Patrick Higgins	225 00		Dec. 6, 1869	112 50	Dec. 6, 1869	112 50				
AA	4	1869	do	Mary A. Cavalier	220 00		Dec. 6, 1869	110 00	Dec. 6, 1869	110 00				
AA	5	1869	do	Edward Tearney	310 00	(See lot 3, north of Shenandoah st.)								
AA	6	1869	do	Michael Tearney	400 00		Dec. 6, 1869	262 50	Dec. 6, 1869	262 50				
AA	7	1869	do	Thomas A. Kirwan	250 00									
AA	8	1869	do	Henry Russel	10 00								Jan. 13, 1870	Paid cash.
AA	9	1869	do	Thomas A. Kirwan	470 00									
AA	10	1869	do	Thomas T. Earnshaw	600 00									
BB	1	1869	On Washington and Ridge sts.	Patrick O'Beirne	135 00	(See lot 34, Wager reservation.)								
BB	2	1869	do	John L. Walsh	100 00	(See block A, lot 6)								
BB	3	1869	do	Charles E. Beller	260 00		Dec. 6, 1869	130 00	Dec. 6, 1869	130 00				
BB	4	1869	do	John Fitzpatrick	160 00		Dec. 6, 1869	232 50	Dec. 6, 1869	232 00				
BB	5	1869	do	Thomas A. Kirwan	250 00									
BB	6	1869	do	Valinda Stipes	5 00									
BB	7	1869	do	Patrick O'Beirne	210 00	(See lot 34, Wager reservation.)							Jan. 13, 1870	Paid cash.
BB	8	1869	do	Thomas A. Kirwan	150 00									
BB	9	1869	do	do	240 00									
BB	10	1869	do	do	270 00									
CC	1	1869	On Washington and Clay sts.	David M. King	100 00	(See lot 4)								
CC	2	1869	do	Thomas H. Trail	190 00									
CC	3	1869	do	Edmond H. Chambers	200 00	(See block H, lot 7, Camp Hill.)								
CC	4	1869	do	Thomas T. Earnshaw	150 00									
DD	1	1869	Between Fillmore and Clay sts.	John Billman	140 00		Dec. 6, 1869	70 00	Dec. 6, 1869	70 00				

Abstract of sale of United States property at and near Harper's Ferry, W. Va., sold at public auction, at the town of Harper's Ferry, &c.—Continued.

Block.	Lot.	Date of sale.	Location and remarks.	Names of purchasers.	Amount.	Declined by purchaser and taken by—	Notes secured by bond for—				When paid		Date of deed.	Remarks.
							One year.		Two years.					
							Date.	Amount.	Date.	Amount.	First note.	Second note.		
DD	2	1869	Between Fillmore and Clay sts.	Edmond H. Chambers	$250 00	(See block H, lot 7, Camp Hill.)								
DD	3	1869	do	Dorsey H. Irwin	120 00	(See lot 8, north of Shenandoah st.)								
DD	4	1869	do	James McGraw	240 00									
DD	5	1869	do	do	240 00									
DD	6	1869	do	John O'Farrell	190 00									
EE	1	1869	Between S. Cliff and Clay sts.	do	130 00		Dec. 6, 1869	$160 00	Dec. 6, 1869	$160 00				
EE	2	1869	do	John L. Walsh	140 00	(See block A, lot 6)								
EE	3	1869	do	John H. Hodges	140 00									
FF	1	1869	Camp Hill	Harrison Hough	240 00									
FF	2	1869	do	Abraham Clemmer	239 00									
FF	3	1869	do	do	240 00		Dec. 6, 1869	489 50	Dec. 6, 1869	489 50				
FF	4	1869	do	do	230 00									
FF	5	1869	do	John F. Conlahan	50 00		Dec. 6, 1869	25 00	Dec. 6, 1869	25 00				
FF	6	1869	do	Abraham Clemmer	46 00	(See block FF, lots 2, 3, and 4.)								
FF	7	1869	do	do	24 00									
FF	8	1869	do	J. P. Keller	40 00		Dec. 6, 1869	20 00	Dec. 6, 1869	20 00				
GG	1	1869	do	Rev. Jared Bowman, for Colored M. E. Church.	50 00								Jan. 13, 1870	Paid cash.
GG	2	1869	do	Ellen King	140 00	(See block 2, lot 2.)								
GG	3	1869	do	Abraham Clemmer	200 00	(See block FF, lots 2, 3, and 4.)								
GG	4	1869	do	John Fitzpatrick	180 00									
GG	5	1869	do	do	125 00	(See block BB, lot 4.)								
GG	6	1869	do	William Butts	90 00		Dec. 6, 1869	45 00	Dec. 6, 1869	45 00				
GG	7	1869	do	Edward Polls	60 00		Dec. 6, 1869	30 00	Dec. 6, 1869	30 00				
GG	8	1869	do	Mary I. Earnshaw	40 00		Dec. 6, 1869	20 00	Dec. 6, 1869	20 00				
HH	1	1869	do	Henry G. Rowson	200 00		Dec. 6, 1869	100 00	Dec. 6, 1869	100 00				
HH	2	1869	do	James L. Shewbridge	205 00									
HH	3	1869	do	Daniel Ames	185 00								Jan. 13, 1870	Paid cash.
HH	4	1869	do	do	160 00	(See block F, lot 1)								
HH	5	1869	do	Pompey Massey	105 00		Dec. 6, 1869	52 50	Dec. 6, 1869	52 50				
HH	6	1869	do	Anthony Bussey	80 00		Dec. 6, 1869	40 00	Dec. 6, 1869	40 00				
HH	7	1869	do	do	75 00									
HH	8	1869	do	do	125 00		Dec. 6, 1869	100 00	Dec. 6, 1869	100 00				
II	1	1869	do	Mary D. Young	1,200 00		Dec. 6, 1869	600 00	Dec. 6, 1869	600 00	Oct. 4, 1870	Nov. 27, 1871	Dec. 5, 1871	
II	3	1869	do	Va. Lodge No. 1, I. O. O. F.	130 00								Jan. 13, 1870	Paid cash.
JJ	1	1869	do	William Exner	115 00		Dec. 6, 1869	57 50	Dec. 6, 1869	57 50				
JJ	2	1869	do	Thomas A. Kirwan	120 00									
JJ	3	1869	do	do	150 00	John H. Marten	Dec. 6, 1869	135 00	Dec. 6, 1869	135 00				
JJ	4	1869	do	do	172 00									
JJ	5	1869	do	do	225 00	John T. Reed	Dec. 6, 1869	343 50	Dec. 6, 1869	343 50				
JJ	6	1869	do	do	255 00									
JJ	7	1869	do	do	220 00	James W. Hopwood.	Dec. 6, 1869	237 50	Dec. 6, 1869	237 50				
JJ	8	1869	do	Francis Gannon	105 00	(See block I, lot 5)								
JJ	9	1869	do	Thomas A. Kirwan	205 00									
JJ	10	1869	do	do	140 00									
JJ	11	1869	do	do	150 00									
JJ	12	1869	do	do	150 00	(See block JJ, lots 4 and 5.)								
JJ	13	1869	do	do	180 00									
JJ	14	1869	do	do	200 00									
KK	1	1869	do	Mary D. Cochrane	90 00		Dec. 6, 1869	45 00	Dec. 6, 1869	45 00				
KK	2	1869	do	Thomas H. Trail	125 00	(See block AA, lot 6)								
KK	3	1869	do	Michael Tearney	230 00	Mary B. Rodrick	Dec. 6, 1869	115 00	Dec. 6, 1869	115 00				
KK	4	1869	do	Thomas A. Kirwan	245 00	Sally J. D. Grubb	Dec. 6, 1869	122 50	Dec. 6, 1869	122 50				
KK	5	1869	do	do	260 00									
KK	6	1869	do	do	250 00		Dec. 6, 1869	125 00	Dec. 6, 1869	125 00				
KK	7	1869	do	James Weaver	300 00		Dec. 6, 1869	150 00	Dec. 6, 1869	150 00				
KK	8	1869	do	George L. Weaver	90 00		Dec. 6, 1869	45 00	Dec. 6, 1869	45 00				
KK	9	1869	do	Julia A. Beale	130 00									
KK	10	1869	do	Thomas A. Kirwan	135 00									
KK	11	1869	do	do	120 00									
KK	12	1869	do	do	124 00									
KK	13	1869	do	do	130 00									
KK	14	1869	do	Caspar Hutzell	150 00	John G. Mitchell	Dec. 6, 1869	65 00	Dec. 6, 1869	65 00				
LL	1	1869	do	Thomas A. Kirwan	65 00		Dec. 6, 1869	75 00	Dec. 6, 1869	75 00				
LL	2	1869	do	Oliver Kemp	50 00								Jan. 13, 1870	Paid cash.
LL	3	1869	do	Daniel Ames	56 00	(See block F, lot 1)								
LL	4	1869	do	do	62 00	(See block H, lot 1)								
LL	5	1869	do	James Doody	61 00									
LL	6	1869	do	Thomas B. Winters	80 00		Dec. 6, 1869	75 00	Dec. 6, 1869	75 00				
LL	7	1869	do	do	20 00	(See block I, lots 2 and 3.)								
				Louisa Evans										

Abstract of sale of United States property at and near Harper's Ferry, W. Va., sold at public auction, at the town of Harper's Ferry, &c.—Continued.

Block.	Lot.	Date of map.	Location and remarks.	Names of purchasers.	Amount.	Declined by purchaser and taken by—	Notes secured by bond for—				When paid.			
							One year.		Two years.				Date of deed.	Remarks.
							Date.	Amount.	Date.	Amount.	First note.	Second note.		
LL	8	1869	Camp Hill	Dorsey H. Erwin	$25 00	(See lot 8, north of Shenandoah st.)								
LL	9	1869	do	do	15 00									
LL	10	1869	do	Daniel Ames	20 00	(See block F, lot 1)								
LL	11	1869	do	do	22 00									
LL	12	1869	do	do	31 00									
MM	1	1869	do	Arthur Lewis	120 00		Dec. 6, 1869	60 00	Dec. 6, 1869	60 00				
MM	2	1869	do	Henry P. Dean	110 00		Dec. 6, 1869	55 00	Dec. 6, 1869	55 00				
MM	3	1869	do	Owen Blanchfield	130 00		Dec. 6, 1869	65 00	Dec. 6, 1869	65 00				
MM	4	1869	do	Joseph T. Young	100 00		Dec. 6, 1869	50 00	Dec. 6, 1869	50 00				
MM	5	1869	do	George Koonce	65 00								Feb. 16, 1870	Paid cash.
MM	6	1869	do	do	60 00								Feb. 16, 1870	Paid cash.
MM	7	1869	do	Trueman W. Potterfield	55 00		Dec. 6, 1869	27 50	Dec. 6, 1869	27 50				
MM	8	1869	do	James H. Boden	60 00		Dec. 6, 1869	30 00	Dec. 6, 1869	30 00				
MM	9	1869	do	William B. Chambers	45 00		Dec. 6, 1869	22 50	Dec. 6, 1869	22 50				
MM	10	1869	do	Annie L. McCarty	44 00								Jan. 13, 1870	Paid cash.
MM	11	1869	do	Thomas Jefferson	51 00		Dec. 6, 1869	25 50	Dec. 6, 1869	25 50				
MM	12	1869	do	William B. Chambers	57 00								Feb. 16, 1870	Paid cash.
MM	13	1869	do	Jacob Bird	51 00		Dec. 6, 1869	25 50	Dec. 6, 1869	25 50				
MM	14	1869	do	Charles Hardy	55 00	Benjamin F. Hobbs	Dec. 6, 1869	27 50	Dec. 6, 1869	27 50				
			Total sales		297, 793 50									

CORRESPONDENCE RELATING TO THE HARPER'S FERRY PURCHASES.

HARPER'S FERRY, W. VA., *November* 4, 1870.

GENERAL: Inclosed please find a petition which explains its purport, addressed to the Hon. William W. Belknap, Secretary of War, by a few of the purchasers, at the sale of public lands at this place, on the 30th November and 1st December, 1869, on behalf of themselves and other purchasers. Doubtless it would have been signed by all the purchasers if time permitted, but I advised its transmission so that it might meet the honorable Secretary before he closed his annual report to the President, in which he might, if he deemed it proper, refer to the subject.

With the highest respect, your obedient servant,

A. M. KITZMILLER,
Counsel for the parties.

Bvt. Brig. Gen. A. B. DYER,
Chief of Ordnance, Washington, D. C.

[Inclosure to A. M. Kitzmiller's letter.]

HARPER'S FERRY, JEFFERSON COUNTY, W. VA.,
November 1, 1870.

To the Hon. WILLIAM W. BELKNAP, *Secretary of War:*

The undersigned, all citizens of Harper's Ferry, in the County of Jefferson, in the State of West Virginia, who, on the 30th November and the 1st December, 1869, did become the purchasers of lots at the public sales of the United States lands, at the said place, in pursuance of the provisions of an act of Congress for that purpose, desire, with great respect, to represent to your honor: That upon the purchase of the water-power and privileges of the Government, by private parties, the same being the first sold at auction, it was represented to the people generally that the intention and purposes of the purchaser were, without delay, to reconstruct and erect valuable factories and buildings on the lands heretofore owned by the United States and used and occupied by the Government as a national armory; the writers, with a great number of others, were induced to purchase largely, on the faith that these assurances would in like good faith be complied with on the part of the principal vendee of the Government, who bought, as the first property sold, lots Nos. 1 and 2 of the catalogue. In other words, we put faith in the widely-spread rumor and the corroborating statements of Captain Adams, the purchaser, that our purchases under these circumstances would be a very good investment for business purposes in the future, and, consequently, we did bid off our respective lots at prices largely in excess of their value under any other circumstances than those referred to.

The meaning of this is, that the undersigned have been grievously disappointed by the parties from whom it was supposed better things would be expected. However, these contingencies have not occurred, and we deplore the necessities of the times, which, doubtless, have mainly influenced subsequent action on this point by the parties most vitally interested in the prosecution of their enterprise.

But we do insist that our purchases of these lots, after the water-power and privileges were declared to be the property of Captain F. C. Adams, as the highest bidder in the interests of private capatalists, was chiefly dictated by the idea that the prosperity of the town was thereby insured as it had been before the war, by the disbursement by the Government in previous years in manufacture, and to which the same water-power had been in those days devoted.

The undersigned wish to impress upon your honor's attention the substantive fact that, after the lapse of four years of war and its accompanying desolation to our village, the contiguous country, and all the business operations of the people generally in the vicinity, this gleam of prospective prosperity was indeed cheering and well calculated to afford renewed hopes of the future, to elate the spirits of everybody, and hence the eagerness to build upon these hopes, which so far were castles, imaginarily constructed, air-built indeed.

In addition to all this, we beg to represent to your honor that many persons, carried away by this supposed prospect, in fact intoxicated with it, and probably by strong drink, mingled with the crowd of purchasers and run up the several lots on *bona fide* purchasers to excessive prices, whereby they imposed upon those really desirous of purchasing, and thus innocent bidders were compelled to pay these exorbitant values. This is manifest from the fact that these bogus bids were unclaimed and the purchases abandoned, either because the bidders were unable to comply with the terms of the sale, or they never intended to do so unless they could make a speculation on their several bids.

We, who have bonded for these lots, although the prices were known and acknowledged by every one to be exorbitant, far beyond their real value, have done so in good faith.

Now, however just in view of the payment of the first installment of our several purchases, namely, on the 6th day of December next, we are overwhelmed by the most terrible calamity which could at any time be the fate of any community, namely, by the flood. This awful disaster is well known to the world, and needs no comment on our part other than to state that our business has been therefrom paralyzed, our debtors unable to meet their engagements to us, and the people without money to restore themselves to their former condition: and besides this, we who are able or have anything beforehand are daily solicited or volunteer to relieve the destitute in this extremity to the full extent of our several abilities in their urgent wants. These are our neighbors and friends, and no excuse will answer in this emergency.

Under these circumstances, fully aware of your own constitutional inability to do anything for our relief pecuniarily, we do most respectfully request of your honor (and this we think you have the perfect right to order and direct) to suspend all or any coercive action on our bonds, for the payment of our respective bonds, and all the bonds falling due 6th December next, to await the action of Congress at its next session, to which we will by petition appeal for such relief in the premises as it may deem constitutional and just to grant to us under the circumstances.

Respectfully submitted for ourselves and other purchasers.

BRIDGET BOERLY.	B. A. LEISEWRING.
JAMES DAODY.	CHARLES E. BELLER.
JOHN E. ERWIN.	C. L. HOPWOOD.
JOS. D. HOLMES.	EDWD MURPHY.
J. CAVALIER.	JOHN W. NEER.
J. M. DECAULNF.	E. H. CHAMBERS.
DANIEL AMES.	F. GANNON.
JAMES CONWAY.	JAMES McGRAW.
F. V. COCKELLE.	JAS. T. REED.
THOS. H. TRAIL.	ARTHUR C. LEWIS.
BASIL AVIS.	J. M. C. BIRD.
TURNER FREEMAN.	MARY D. PRICE.
H. RODRICK.	

[Indorsement on the foregoing papers.]

ORDNANCE OFFICE, *November* 7, 1870.

Respectfully submitted to the Secretary of War for his action and instructions.

The sale of the Harper's Ferry property was made in strict accordance with the act 15th December, 1868, authorizing and directing it to be sold "in such parcels as shall, in his opinion, be best adapted to secure the greatest amount of money therefor, on a credit of one and two years, taking bond and security from the purchaser or purchasers for the payment of the purchase-money, and that the proceeds of such sale shall be applied by him as follows." * * * * * *

All the property was sold on the 30th November and 1st December, 1869, and notes and bonds were duly furnished by 104 purchasers, and several purchasers paid the entire purchase-money and received deeds for their purchases. But thirteen persons who purchased thirty-six lots—two of them with dwellings upon them—failed to comply with the terms of sale, and these lots remain the property of the United States.

I submit herewith copies of the bonds and notes in blank which were given by purchasers, all of which were prepared by the Judge-Advocate-General.

A. B. DYER,
Chief of Ordnance.

[Copy of bond and notes referred to in indorsement of the Chief of Ordnance.]

Know all men by these presents that we, of , as principal, and of and of , as sureties, are held and firmly bound unto the United States of America in the sum of dollars, to be paid to the said United States; to which payment, well and truly to be made, we do bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this day of A. D. 18 .

The condition of this obligation is such, that whereas by an act of Congress, approved on December 15, 1868, it was provided "That the Secretary of War be, and is hereby, authorized and directed to make sale at public auction of the lands, tenements, and water privileges, belonging to the United States at and near Harper's Ferry, in the county of Jefferson, West Virginia, except as hereinafter provided, in such parcels as shall, in

his opinion, be best adapted to secure the greatest amount of money therefor, on a credit of one and two years, taking bond and security from the purchaser or purchasers for the payment of the purchase-money: *Provided*, That no such sale shall be made until the time, terms, and place thereof shall have been published in one of the principal newspapers in each of the cities of Washington, New York, and Cincinnati, for sixty days prior to the day of sale;" it being further provided in said act that "the said Secretary of War is hereby empowered and required, on receiving the purchase-money in full, to execute all necessary deeds therefor to the purchaser or purchasers thereof, on behalf of the United States."

And whereas, in accordance with the said act, the Secretary of War did cause to be duly published in the Morning Chronicle, the New York Times, and the Cincinnati Gazette, each of said newspapers being one of the principal newspapers in the cities of Washington, New York, and Cincinnati, respectively, for sixty days in each, a public notice of the time, terms, and place of the sale mentioned and directed in said act, which said notice was in the words and figures following, to wit:

SALE OF THE UNITED STATES ARMORY AND OTHER GROUNDS AT HARPER'S FERRY, WEST VIRGINIA, AND VICINITY.

ORDNANCE OFFICE, WASHINGTON, *September* 25, 1869.

In pursuance of the act approved December 15, 1868, and by direction of the Secretary of War, the property of the United States at Harper's Ferry, W. Va. and vicinity, will be sold by public auction on Tuesday, the 30th day of November, 1869, commencing at 10 o'clock a. m., and continuing from day to day until all is sold.

The value of this property for manufacturing purposes is too well known to render it necessary to describe it herein; but a description of the same is being prepared, and will be sent to persons who may wish it, as soon as printed, upon their applying, by letter, to this office.

The property will be sold in lots. The first will include the musket factory, embracing a strip of land running to the western boundary on the Potomac, the armory canal, and water-power of the river. The walls of two large buildings are standing on this ground, and the foundations of several others; and the water-wheels with gearing, and the flumes, are almost in perfect order. Three of them are turbines of the most approved kind, and the others are mostly cast-iron with wooden buckets.

The second will be the site of the rifle factory, and water-power on the Shenandoah; the buildings upon which have been destroyed, but the canal is in good order.

The third will be the Shenandoah Ferry, with a tract of 68 acres of land on the south, and a lot on the Harper's Ferry shore, opposite.

The fourth will be the perpetual right to cut and remove wood from a tract of 1,395 acres, mountain land, across the Shenandoah.

The fifth will be the right to dig iron ore from a tract of about 1,400 acres of land, known as Friends' ore bank, acquired by deed from Henry Lee and others.

The remainder, consisting of houses and lots in the town, will be sold lot by lot.

The Government will convey to the purchasers, after payment shall have been made in full, all its right and title to the property, which is believed to be perfect in every case.

The terms of sale prescribed by law are a credit of one and two years; the purchasers to give bond and security for the payment of the purchase-money, and these terms must be complied with within ten days after the sale.

A map showing the metes and bounds of the Harper's Ferry property will be exhibited at the time of sale.

The Government reserves the right to withdraw any or all lots offered, if bids are not satisfactory.

A. B. DYER.
Brt. Maj. Gen., Chief of Ordnance.

NOTICE TO DELINQUENTS.—Persons who purchased lots in 1852, and have not fully paid for them, are notified that if they pay what is due before the day of sale, the lots will be deeded to them. Otherwise they will be resold.

A. B. DYER,
Brt. Maj. Gen., Chief of Ordnance.

And whereas, at a public sale duly held and made in accordance with the act and notice aforesaid, the said did, in consideration of the sum of dollars then and there, and agreed to be paid by him therefor, duly become the purchaser of a certain , and bounded and described as follows, to wit: all the rights and appurtenances thereunto in anywise belonging; and whereas, in accordance with the act and notice, he, the said , has made to the United States two several promissory notes of even date herewith, in which

said notes, for value received promise to pay in one and two years respectively, the sum of dollars ; it being recited in each of said notes that the same is, with the other, given in consideration of the sale to the said by the said United States of the herein above particularly described; and that the vendor's lien of the said United States upon said is retained till full payment of the purchase money; now, if the said shall fully pay to the said United States each of the said notes at the maturity thereof, and shall fully admit and recognize the existence and validity on the part of the United States, of the vendor's lien on the said till the full payment of the purchase money, and shall fully yield and consent to the enforcement of the said lien by the said United States, in case it sees fit to enforce the same in the event of the non-payment of said notes, or either of them, at maturity, then this obligation shall be void, otherwise in full force and effect.

Signed and sealed in presence of—

of }
County of } ss.

We, and the sureties named in, and who have executed the annexed bond, do severally, on oath, declare that we are, each of us, worth the sum of dollars, over and above all debts and liabilities whatever.

Subscribed and sworn to on this day of 18 , before me.

HARPER'S FERRY, WEST VIRGINIA, 18 .

For value received, I promise to pay to the United States of America, in two years from the date hereof, the sum of dollars cents; this note, with another of even date at one year, being given in consideration of the sale to me by the said United States of certain particularly described in a bond executed by me as principal, and and as sureties, to the said United States, of even date herewith; the vendor's lien of the said United States upon said being retained till full payment of the purchase money.

HARPER'S FERRY, WEST VIRGINIA, 18 .

For value received, I promise to pay to the United States of America, in one year from the date hereof, the sum of dollars cents; this note, with another of even date at two years, being given in consideration of the sale to me by the said United States of certain particularly described in a bond executed by me as principal, and and as sureties, to the said United States, of even date herewith; the vendor's lien of the said United States upon said being retained till full payment of the purchase money.

HARPER'S FERRY, WEST VIRGINIA, *May* 30, 1871.

SIR: The Military Committee of the Senate of the United States, Forty-second Congress, first session, has approved Senate bill 67.

This bill authorizes the Secretary of War to postpone the enforced collection of the purchase-money due or to become due from purchasers of lots, or houses and lots, not embracing water privileges, sold at Harper's Ferry, in the county of Jefferson, W. Va. on or about December 1, 1869, for a period not exceeding five years.

You are, therefore, most respectfully requested, in view of facts already laid before you, to take no action for the enforced collection of said moneys while that bill is pending.

In behalf of purchasers:

DANIEL AMES,
CHARLES DAVIES,
Committee.

Hon. W. W. BELKNAP, *Secretary of War.*

[First indorsement of Judge-Advocate-General.]

ORDNANCE OFFICE, [illegible], 1871.

Respectfully returned to the Secretary of War.

On the 4th of November last, A. M. Kitzmiller, in behalf of purchasers of lots at Harper's Ferry at the sale of November 30 and December 1, 1869, transmitted a memorial asking that in view of the then recent destruction of property by the great flood in the Potomac and Shenandoah Rivers, the payment of the notes which were soon due in the early part of the next month (December, 1870) might not be pressed, so as to allow them an opportunity to apply to Congress for temporary relief.

This memorial I submitted to you on the 7th of same month with an indorsement, a copy of which is submitted herewith.

In pursuance of the memorial which the parties made to Congress, two bills have been reported in the Senate for their relief, one 19th December, 1870, and the other 7th March, 1871, but neither of them were matured into laws. Copies of the bills are submitted herewith.

As no instructions were communicated to me in pursuance of my letter of 7th November, 1870, I have taken no action toward enforcing the payment of the one-year notes due last December, and all of them remain unpaid.

It is believed that no serious damage will result to Government by letting these notes lie over until the two-year notes become due next December; and I respectfully recommend that relief to this extent be granted to these memorialists.

A. B. DYER,
Chief of Ordnance.

[Second indorsement of Judge-Advocate-General.]

WAR DEPARTMENT, BUREAU OF MILITARY JUSTICE,
Washington, D. C., June 3, 1871.

Respectfully returned.

In view of the pending and probable passage of a bill for the relief of these parties, the Secretary of War, in his discretion, may well refrain from proceeding at once to enforce the collection of the notes referred to.

But as the sureties to the bonds executed for the purpose of more effectually guaranteeing the payment of these notes have a right to insist that reasonable diligence shall be used by the Government in this behalf, they should explicitly and formally assent in writing to any suspension of proceedings against the parties which may be *agreed upon*, otherwise it might be claimed that the obligation of the sureties would by such an arrangement be impaired. A simple omission, however, of the Government for a limited time to take legal steps for the collection of the notes, unaccompanied by any agreement binding it to this course, would not affect the obligation of the sureties, and under such circumstances their assent to this voluntary non-action would not be required. See Story's Equity Jurisprudence, vol. 1, sec 326.

J. HOLT,
Judge-Advocate-General.

[Third indorsement on foregoing letter.]

Approved on the conditions stated by Judge-Advocate-General.
By order of Secretary of War.

JOHN POTTS,
Chief Clerk War Department.

JUNE 7, 1871.

[Copy of indorsement of Ordnance Office sent to the Judge-Advocate-General for an opinion.]

Indorsement. A. M. Kitzmiller, attorney, Harper's Ferry, incloses petition addressed to Hon. Secretary of War, by a few purchasers of property at recent sale at that place, asking relief from their obligations maturing in December next.

ORDNANCE OFFICE, *November* 7, 1870.

Respectfully submitted to the Secretary of War for his action and instructions. The sale of the Harper's Ferry property was made in strict accordance with the act of December 15, 1868, authorizing and directing it to be sold "in such parcels as shall, in his opinion, be best adapted to secure the greatest amount of money therefor, on a credit of one and two years, taking bond and security from the purchaser or purchasers for the payment of the purchase-money; and that the proceeds of such sale shall be applied by him as follows:"

* * * * * * *

All the property was sold on the 30th November and 1st December, 1869, and the notes and bonds were duly furnished by one hundred and four purchasers, and several

purchasers paid the entire purchase-money and received deeds for their purchases. But thirteen persons who purchased thirty-six lots, two of them with dwellings upon them, failed to comply with the terms of sale, and these lots remain the property of the United States.

I submit herewith copies of the bonds and notes, in blank, which were given by purchasers, all of which were prepared by the Judge-Advocate-General.

A. B. DYER.
Chief of Ordnance.

Indorsement on the foregoing.

ORDNANCE OFFICE, *June* 20, 1871.

The accompanying paper is respectfully referred to the Judge-Advocate-General, with the request that he will state whether it is necessary that, in carrying out the Secretary's instructions, the many sureties on the bonds shall be called upon to give their assent to delay in payment of the notes, or whether action can be delayed until the second series of notes are due, as recommended in my indorsement of June 1, 1871.

A. B. DYER.
Chief of Ordnance.

Reply to the foregoing indorsement.

WAR DEPARTMENT, BUREAU OF MILITARY JUSTICE,
Washington, D. C., June 21, 1871.

Respectfully returned.

The Secretary's indorsement is understood to be an approval of the views expressed by this Bureau on the 3d instant. This being the case, if any agreement is entered into by the Department whereby the Government binds itself to delay the collection of the notes, the sureties should formally and in writing assent to such agreement. It, however, the Department intends, in the exercise of its discretion, not to proceed to collect the notes for the present, provided it does not agree or oblige itself in any way to this course, but retains the right to proceed at any time it may deem proper to enforce the collection, then the assent of the sureties to this non-action would not be required. Under all the circumstances this would probably be the best course to pursue.

J. HOLT.
Judge-Advocate-General.

HARPER'S FERRY, W. VA., *November* 23, 1871.

DEAR SIR: You are most respectfully requested to suspend for one year, until Congress can pass a bill for our relief, or until the water privileges at Harper's Ferry shall have passed into the hands of parties who will improve them, the enforced collection of all notes made by me or for which I am a bondsman, covering the purchase of lots, and of houses and lots, in amount about five thousand dollars, bought at Harper's Ferry, county of Jefferson, W. Va., in the year of 1869, for the following considerations:

I was active in obtaining the passage of the bill authorizing the sale of 1869; and I know that Congress intended it as a measure of relief to the industries of Harper's Ferry, which had been crippled by the destruction of its public works and the non-improvement of its water privileges. I know, also, that the prior sale of the water privileges was made an indugement to the purchase of business and residence property, without which such property would have found few buyers and would have brought but small prices.

That sale has come to be regarded by the people as virtually no sale, but a fraud and a trap, which releases them, morally at least, from all obligations to take their purchases, and such practically it has proved to be, these water privileges having been more effectually locked up and removed from the reach of improvement than if still in the possession of the United States.

These facts have been and will continue a source of much bitterness and disaffection until the causes are removed.

As regards my own case, I have made improvements upon my purchases of 1869 to the amount of little less than five thousand dollars, ($5,000,) which I most certainly should not have made had I supposed that for two years or more the water privileges were to remain idle. I have thus given the Government an additional security of nearly five thousand dollars, ($5,000,) the United States still holding the titles to the property. The Government is, then, surely safe in giving me at least the extension I desire.

After having placed one of the two houses, or rather ruins, bought of the United States, in perfect repair, and before it had been occupied a month, the property was damaged by the flood to the extent of twenty-five hundred dollars, ($2,500,) compelling immediate repairs of about four hundred dollars ($400) to prevent utter destruction.

The other house, (lot 1, block A A, on Washington and Potomac Streets,) it is claimed by the citizens, stands partly in the street, and was condemned in 1852, or thereabouts, and is now liable to be pulled down at the discretion of the township authorities.

In all other cases where houses were sold which stood wholly or in part on the streets it was so stated at the time of sale, and they were sold accordingly at reduced prices, but no such reservation was made with regard to this house. I had made extensive repairs and improvements upon this property before I learned that it was subject to any such liabilities. In this case an examination and adjustment will be required before any satisfactory settlement can be reached.

The entire property bought by me was yielding the Government, at the time of transfer, five dollars and fifty cents ($5.50) per month, and it has been but little more profitable to myself. Whenever the Government chooses to enforce collections it can make every dollar for which I am holden, but should it do so now it would be ruinous to one who has ever been devoted to its interests and who has saved to its revenues hundreds of thousands of dollars.

This can be said of but few. If all parties, principals and bondsmen, were sold out who did not pay voluntarily, not one-third of our indebtedness could be realized.

A vigorous effort will be made at the coming session of Congress to get a relief bill through. In the mean time I am compelled to commit my case to the justice, generosity, and mercy of the Government.

Very respectfully,

DANIEL AMES.

Gen. WILLIAM W. BELKNAP,
Sec'y of War, Washington, D. C.

[Indorsement on the foregoing.]

ORDNANCE OFFICE, *November* 29, 1871.

Respectfully returned to the Secretary of War.

The real estate belonging to the Ordnance Department at Harper's Ferry was, by act of Congress, sold on the 30th November and 1st December, 1869, on a credit of one and two years. Only one of the notes which fell due in December, 1870, has been paid, and it is very doubtful whether further payment will be made voluntarily next month. It is my intention to bring the subject to the notice of the Secretary as soon as the last payment shall have become due; and I recommend that no action be taken on this letter until that time.

A. B. DYER,
Chief of Ordnance.

[Copy of notice sent to all purchasers.]

ORDNANCE OFFICE, WAR DEPARTMENT,
Washington, November, 1871.

This is to notify you that your note for dollars, payable at two years after date, will be due on the day of December, 1871, and that payment of this note, as well as of the one of same date and for same amount, payable at one year after date, must be made at this office, on or before the day of December, 1871.

If more convenient the amount of the two notes may be deposited by you in any public depository to the "credit of the Treasurer of the United States on account of Ordnance appropriations," and upon the certificate of deposit being received at this office your notes will be returned to you, the bonds canceled, and deeds for the property transmitted to you.

A. B. DYER,
Chief of Ordnance.

HARPER'S FERRY, W. VA., *November* 24, 1871.

DEAR SIR: I have an idea that this water-power company are sick of their speculation, and would be glad to get out of it provided a door was opened sufficiently wide to allow them to do so; but if collections are attempted to be enforced they will stave off a legal decision for an indefinite period. In the mean time our interests, and the interests of the Government, are suffering, while the people are clamoring and complaining, and capital is being created to be used against the Government in the coming

presidential canvass. Some measures must be taken at once to get these water privileges into the hands of those who mean improvement.

If F. C. Adams & Co. can be induced, under cover of such a bill as I inclose to you, to surrender the property purchased for resale, I think we can get such a bill through at the coming session of Congress. Please sound Adams & Co. on this matter, and suggest any changes in the bill which may be desirable or which may help to secure its passage.

The bill now before the Senate can be referred back to the Military Committee, and amended by the substitution of this bill or its equivalent. If F. C. Adams & Co. can be induced to relinquish their purchases we can secure the co-operation of all parties in favor of the passage of our bill.

If we can accomplish this thing it will take a troublesome matter off the hands of the War Department.

Please let me hear from you as soon as practicable. Believing that we have your trusty good-will, and that you will co-operate with us in any just and lawful measures for the solution of our difficulties, I am your friend.

Very respectfully,

DANIEL AMES.

J. P. KELLER, Esq.,
Chief Clerk Ordnance Office, Washington, D. C.

[Inclosure to the foregoing.]

A bill for the relief of purchasers of lots, and houses and lots, sold by virtue of an act of Congress entitled "An act providing for the sale of lands, tenements, and water privileges belonging to the United States at and near Harper's Ferry, in the county of Jefferson, West Virginia, approved December 15, 1868.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That all persons having purchased property of any description sold by virtue of an act entitled "An act providing for the sale of lands, tenements, and water privileges belonging to the United States at and near Harper's Ferry, in the county of Jefferson, West Virginia," approved December 15, 1868, not having paid for such property, and not being able to pay for the same, be allowed and required to surrender said property to the United States for resale.

SEC. 2. *Be it also enacted*, That where improvements have been made upon any of the aforesaid property an appraisement shall be taken of the value of such improvements, and two-thirds of such value shall be allowed to the owners by the United States in the resale of said property; and where an income shall have been derived from any property since its purchase as aforesaid, that income shall accrue to the United States: *Provided, always*, That the rentable value of the property at the time of transfer to said purchaser shall be made the basis of adjustment.

SEC. 3. *Be it further enacted*, That all lands, tenements, and water privileges still in possession of the United States at or near Harper's Ferry, in the county of Jefferson, West Virginia, or which shall remain unpaid for after the passage of this act, shall be resold at an early day, and that the terms of sale shall be one-third cash, the balance in one and two years.

SEC. 4. *Be it further enacted*, That where the above-named conditions are complied with, all notes and bonds given to secure the payment of said purchases, and held by the United States, be restored to persons giving them, and that the sale of the property covered by such notes and bonds be declared null and void.

SEC. 5. *Be it also enacted*, That the Secretary of War be authorized to appoint three disinterested persons to make appraisements in accordance with the provisions of this act, and that he allow a reasonable compensation for such service, and also that he see that all of its provisions are enforced.

ORDNANCE OFFICE, *December 5, 1871.*

SIR: On November 30 and December 1, 1869, the lands, tenements, and water privileges at Harper's Ferry, W. Va., belonging to this Department, were sold at auction, under the authority of the act of Congress of December 15, 1868. The sale was made, as directed by law, "on a credit of one and two years, taking bond and security from the purchaser or purchasers for the payment of the purchase-money."

Promissory notes, running respectively one and two years, and secured by bonds and sureties, were taken from purchasers at time of sale to secure payment of the purchase-money. The notes which fell due a year since remain, almost without exception, unpaid at the present time; and so with those which matured at the beginning of this month.

As the collection and disbursement of the proceeds of this sale seem placed by the law under the exclusive control of the Secretary of War, I deem it proper at this time to invite your attention to the matter and to ask your instructions.

If it is thought that suits should be entered upon these notes and bonds, they can be readily prepared for reference to the Department of Justice for that purpose.

Respectfully, your obedient servant,

A. B. DYER,
Chief of Ordnance, U. S. A.

The SECRETARY OF WAR.

[Indorsement on the foregoing.]

WAR DEPARTMENT, BUREAU OF MILITARY JUSTICE,
Washington, December 6, 1871.

Respectfully submitted.

The question raised by this reference is not one of law, but of administrative policy, and its determination would seem to belong exclusively to the Secretary of War. As it is to be inferred from the within communication that the collection of the claims mentioned can be enforced only by legal process, this Bureau, were its opinion desired on the subject, would not hesitate, in the absence of controlling reasons to the contrary, to recommend the prompt institution of suits on all the bonds and notes now due and unpaid.

J. HOLT,
Judge-Advocate-General.

[Amendment submitted to the Secretary of War by Daniel Ames.]

SEC. 2. *Be it further enacted*, That the Secretary of War is hereby authorized, in such cases as he shall think advisable, to accept of the surrender of property bought as aforesaid, and that he make such allowance for improvements thereon in the resale of said property as he shall deem just and equitable under the circumstances, and that he sell, at an early day, as provided in the aforesaid act, all such property, and all other property still owned by the United States, at and near Harper's Ferry, in the county of Jefferson, West Virginia, and that the terms of sale or of resale of the aforesaid property be one-third cash, the balance in one and two years: *Provided*, That nothing in any former act be so construed as to invalidate any of the provisions of this act.

[Indorsement on the foregoing.]

DECEMBER 11, 1871.

GENERAL DYER, *Chief of Ordnance:*

Please give Mr. Ames an interview on this subject.

W. W. BELKNAP.

SENATE CHAMBER, *December* 20, 1871.

DEAR SIR: I forward to you the petition of the Messrs. Ahls, purchasers of the ore royalty in lands near Harper's Ferry, W. Va., for an extension of the time of payment therefor.

They state their reasons for such application. They ask no deduction of price, nor any change of contract, but for some delay in payment, and such delay as in your judgment may be deemed reasonable or proper under the circumstances. If you have any power to accede to this and thus favor them, it will be a great matter to these gentlemen.

I know these gentlemen well, and feel interested in furthering their wishes.

If you can do anything for them in this respect, be pleased to advise me so that they may know what is required.

Yours, truly,

WILLIAM T. HAMILTON.

Hon. W. W. BELKNAP.

WAR DEPARTMENT, *January* 23, 1872.

SIR: In reference to the petition of John S. Ahl & Co. for extension of time to pay claims due the United States for the purchase of Government property at Harper's Ferry, Va., I have the honor to inform you that the cases of others who are situated similarly to Mr. Ahl having been brought to the attention of the Department, Con-

gress has been recommended to allow all persons who purchased property at the auction sale at Harper's Ferry, under the act of December 15, 1868, to surrender the same within sixty days, and to authorize the Secretary of War to sell the property in such manner and at such times as he may elect; and until some action is taken upon this recommendation the Department would rather not consider any individual case.

Very respectfully, &c.,

W. W. BELKNAP,
Secretary of War.

Hon. WM. T. HAMILTON, *United States Senator.*

SENATE CHAMBER, *December 23, 1871.*

SIR: I inclose Senate bill No. 67 for your consideration, and for an expression of the opinion of the Department as to the expediency of its being enacted, and with the proposed amendment attached to it.

Please return both with reply, and oblige.

Yours, respectfully,

H. WILSON.

Hon. W. W. BELKNAP, *Secretary of War.*

[Indorsement of Chief of Ordnance on the foregoing.]

ORDNANCE OFFICE, *January 2, 1872.*

Respectfully returned to the Secretary of War.

A bill granting authority to the Secretary of War to postpone, during such time as he may deem reasonable and proper, (not exceeding two years,) the enforced collection of the purchase-money due, or to become due, from the purchasers of the lots, houses, and water privileges, sold by virtue of the act approved December 15, 1868, does not seem to me to be objectionable.

Any act granting compensation to parties who made purchases at the auction sale of property made at Harper's Ferry on account of improvements, and allowing them to surrender the property purchased by them, would, in my opinion, be decidedly objectionable.

An act allowing all persons who purchased property at the auction sale at Harper's Ferry, under the act of December 15, 1868, to surrender the same within sixty days, and authorizing the Secretary of War to sell the property in such manner and at such times as he may elect, would, in my opinion, meet the necessities of the case.

A. B. DYER,
Chief of Ordnance.

WAR DEPARTMENT, *January 4, 1872.*

The Secretary of War has the honor to return to the Committee on Military Affairs of the United States Senate the proposed bill (S. No. 67) for the relief of the purchasers of lots, and houses and lots, at Harper's Ferry, sold by the United States, and to invite attention to the accompanying copy of a report of the Chief of Ordnance thereon, whose views are approved.

W. W. BELKNAP,
Secretary of War.

NEWVILLE, *December 6, 1871.*

We, the petitioners to this, would most respectfully ask for an extension of time on the claim due the Government for the purchase made at Harper's Ferry Government sale, November 30, 1869.

We purchased the ore royalty on lands in Jefferson County, Va., with the expectation that Harper's Ferry would be largely benefited by the change, and owing to the extraordinary flood in 1870, destroyed all prospects for at least two blast furnaces and other machinery, which we expected to realize a large sale of our iron ores. To that point we therefore ask you to grant us an extension of time so as to enable Congress to make the extension of time, and we will ever pray.

JOHN A. AHL,
D. V. AHL,
Of the Firm of John S. Ahl & Co.

Hon. W. W. BELKNAP,
Secretary of War, Washington, D. C.

HAGERSTOWN, *December* 28, 1871.

DEAR SIR: I transmitted you some days ago the petition of Mr. Ahl, asking that he may have some further time given to him for the payment of the royalty of ore bank near Harper's Ferry, sold to the Mr. Ahls by the Government.

I did not receive a reply; neither did Mr. Ahl. As they are extremely anxious about it, would you be pleased to give it your attention, and you will much oblige,

Yours truly,

WILLIAM T. HAMILTON.

Hon. W. W. BELKNAP.

[Indorsement on the foregoing.]

ORDNANCE OFFICE, *January* 16, 1872.

Respectfully returned to the Secretary of War, and attention respectfully invited to a letter from this office dated December 5, 1871, and to indorsement dated January 2, 1872, on Senate bill 67. In the latter it is suggested that "an act allowing all persons who purchased property at the auction sale at Harper's Ferry under the act of December 15, 1868, to surrender the same within sixty days, and authorizing the Secretary of War to sell the property in such manner and at such times as he may elect, would, in my opinion, meet the necessities of the case."

Letter of December 22, 1871, herewith returned.

S. V. BENÉT,
Major of Ordnance, in charge.

UNITED STATES SENATE CHAMBER,
Washington, March 22, 1872.

DEAR SIR: In 1868 or 1869 the Government sold water-power, &c., at Harper's Ferry, W. Va. Many citizens bought houses and lots at large prices, believing that the water-power was to be at once improved; and to this time, I am told, no move toward improvement has been made, nor no part of the purchase-money paid. Our people think something should be done—property paid for or given up. The citizens who bought houses and lots think they ought to be allowed longer time to pay up, and that the parties who bought water-power should pay or give up.

Please give me your opinion; also, what has or will be done.

Very respectfully,

H. G. DAVIS.

Hon. W. W. BELKNAP, *Secretary of War.*

[Indorsement of Chief of Ordnance on foregoing.]

Respectfully returned to the Secretary of War, and his attention invited to a letter from this office, dated December 5, 1871, and to indorsement of January 2, 1872, on Senate bill 67, which gives a full history of the transaction, with the recommendation of this office.

The views therein expressed are still entertained by this Bureau.

By order of the Chief of Ordnance,

S. V. BENÉT,
Major of Ordnance.

ORDNANCE OFFICE, *March* 28, 1872.

WAR DEPARTMENT, *April* 3, 1872.

SIR: I am in receipt of your letter of the 22d ultimo in relation to the sale of certain Government property at Harper's Ferry, and inquiring in regard to the same. In reply I send you herewith copies of reports of the Ordnance Bureau, and also a copy of a letter from this Department to the Committee on Military Affairs of the Senate, which papers show the action thus far taken and the views of the Department on this subject.

Very respectfully, your obedient servant,

WM. W. BELKNAP,
Secretary of War.

Hon. H. G. DAVIS, *U. S. Senator.*

HOUSE OF REPRESENTATIVES, COMMITTEE ON MILITARY AFFAIRS,
Washington, D. C., April 24, 1872.

SIR: I have the honor to request that you will furnish this committee with full information respecting the recent sale of property belonging to the United States at Harper's Ferry, W. Va. A description of the property is desired, and also a statement

of the price and terms on which it was sold. This information is required in order to enable the committee to act intelligently upon a bill which has lately passed the Senate authorizing an extension of the time of payment for property sold, other than the water-power, and also authorizing the canceling of the contracts of purchasers who do not desire to fulfill the same.

Very respectfully, your obedient servant,

JOHN COBURN, *Chairman.*

Hon. W. W. BELKNAP, *Secretary of War.*

[Indorsement on the foregoing.]

ORDNANCE OFFICE, *May* 2, 1872.

Respectfully returned to the Secretary of War, with the following papers, which are thought to give all necessary information respecting the sale of property at Harper's Ferry, W. Va., in 1869.

1. Copy of the abstract of sale, giving descriptions of property, names of purchasers, and amounts of purchase-money in each case, whether paid or still outstanding.
2. Copy of the bond and promissory notes given by purchasers under the law for deferred payments.
3. Copy of deed given upon payment of purchase-money in each case.
4. Photographic copy of map of Harper's Ferry, showing metes and bounds of lots.

By order of the Chief of Ordnance.

S. V. BENÉT,
Major of Ordnance.

The Secretary of War has the honor to submit to the House of Representatives, in compliance with a request of the Committee on Military Affairs, such information relating to the Government property at Harper's Ferry as has a bearing upon the recent sale thereof.

WM. W. BELKNAP,
Secretary of War.

WAR DEPARTMENT, *May* 2, 1872.

HARPER'S FERRY, W. VA., *June* 15, 1872.

SIR: Allow me, if you please, with great respect to call your attention to the following case:

I have been employed by the "Harper's Ferry Water Manufacturing Company," purchasers of the United States Government privileges, in November, 1869, at the public sale thereof then made, as the custodian and keeper of the property of the said company, as day and night watchman of the premises, from the 1st of January, 1870, until the present time.

The company paid me for my services for five months thereafter at $45 per month, which I duly received. Since then I have done the same work at $40 per month, making two years up to the 1st June, 1872, for which I have received pay up to the 1st September, 1872; and there is now due me on the 1st June, inst., $360, less $136 since paid to me—$224. The $136 I have received was collected at an expense to me of $30 for transportation and traveling expenses to Washington to obtain it. So that they owed me, in all equity, $224 on the 1st June inst.

I address this note to you now in the hope and trust that you will so order it by communication with the purchasers and the company that my services will be promptly paid for, to me.

The attachment of the interest of the company in this purchase will afford me ample security for the ultimate payment of my debt against it; but I am disinclined, from many reasons, to a litigation, although the company has regarded my claim, so persistently in refusing to pay it, an acknowledged debt; and, therefore, I have great cause of complaint against it outside of my just demand.

Will you now, my dear sir, communicate with this company, who you doubtless know, and represent my wants in this respect, and do me the kindness to answer my appeal to you therefor, at your earliest convenience?

Until then I will forbear to sue out my attachment at law to enforce my claim against the interests of the company in this real estate, whatever it may prove to be.

With great respect, your obedient servant,

JOHN A. LASHORN.

Hon. W. W. BELKNAP,
Secretary of War, Washington City, D. C.

HARPER'S FERRY, W. VA., *July* 5, 1872.

We, the corporate authorities of Harper's Ferry, W. Va., do most respectfully and earnestly pray you to place at the disposal of the town lot 2, block B, together with the brick house located thereon, to be used by said town for a town-house, school-house, jail, station-house, or otherwise, as may best serve their purposes.

In support of this request we urge the following considerations, to wit: We have now not a single school-house standing within the limits of the corporation for the use of white children.

Two of our school-houses were pulled down during the war by the United States soldiers, and the bricks after being used in the camps were sold by the United States ordnance officer here, and the proceeds put into the United States Treasury; while the third and only remaining one, after having been used almost constantly for a hospital and greatly damaged, was repaired at the expense of the town only to be entirely demolished by the great flood of October 1, 1870.

We have neither town-house nor jail, the jail also having been destroyed during the war.

No compensation whatever has ever been obtained by the town for the use, damage, or destruction of its public buildings, while, thus far, three of its churches have been aided in making repairs of their houses.

A house and lot had been assigned to the use of the town prior to the sale in 1869, but at that time it was taken and sold with other property, while four of the best buildings, with ample lots, were donated by the United States to the Storer College, for the benefit of colored people.

The building and grounds for the use of which your petitioners ask have not yet passed out of the possession of the United States Government, they having been bid off, but not taken, at the sale in 1869; and, under all of the circumstances, are of but little if any value to the United States, the rent being absorbed by repairs and in the care of the building.

The stagnation of business caused by the continued withholding of all the property formerly owned by the United States, and of which it still holds the titles, alike from taxation and improvement, by discouraging enterprise and depreciating values, is making it more and more difficult to supply these public necessities.

In view of these facts your petitioners are confident that you will not hesitate to grant their request and order this property turned over to them.

In behalf of the town of Harper's Ferry,

DANIEL AMES, *Mayor.*
JOHN L. SCHIELLING, *Recorder.*
BASIL AVIS.
WILLIAM EXNER.
J. J. KERN.
JOHN A. McCREIGHT.
T. W. POTTERFIELD.

HON. W. W. BELKNAP,
Secretary of War, Washington, D. C.

[First indorsement on the foregoing.]

The Secretary of War has no authority to lease this property. Refer this to the Chief of Ordnance for his opinion as to this property, as the town authorities will probably appeal to Congress.

W. W. BELKNAP.

JULY 12, 1872.

[Indorsement of Chief of Ordnance on the foregoing.]

ORDNANCE OFFICE, *July* 13, 1872.

Respectfully returned to the Secretary of War. There is no authority of law known to this Bureau for renting such property; but under the last Army Regulations, approved by Congress, (and the practice of this Department for fully a half a century, based upon the necessities of the case,) buildings at the Harper's Ferry Armory have been rented.

There are now but two buildings at that place in the possession of this Bureau, and they are both rented. The one within applied for is occupied by three parties, one of which—Koonce—owes for fourteen months' rent, amounting to $56.

This Bureau recommends that the portion of the building occupied by Koonce and the unoccupied rooms be loaned to the corporate authorities of Harper's Ferry on con-

dition that they keep them in repair and turn them over to this Department at once on application.

By order of the Chief of Ordnance,

S. V. BENÉT,
Major of Ordnance.

Approved by the Secretary of War, provided the corporate authorities sign an agreement as recommended in the last paragraph of foregoing report of the Chief of Ordnance.

M. T. CROSBY,
Acting Chief Clerk.

JULY 15, 1872.

ORDNANCE OFFICE, WAR DEPARTMENT, *July* 16, 1872.

SIR: By direction of the Secretary of War you are authorized to loan to the corporate authorities of Harper's Ferry that portion of the building occupied by Koonce, and the unoccupied rooms, if any, in the same building, provided they sign an agreement binding themselves to keep the property in repair, and to turn it over to the Department at once on application.

By order of Chief of Ordnance.

Respectfully, your obedient servant,

S. V. BENÉT,
Major of Ordnance.

Mr. ZADOK BUTT, *Ordnance Agent, Harper's Ferry, W. Va.*,

HARPER'S FERRY, W. VA., *July* 17, 1872.

DEAR SIR: The paper intrusted to my care ordering Mr. Butts to turn over to the corporate authorities of Harper's Ferry the room occupied by Mr. John Koonce, and also any unoccupied room in the brick house situated on lot 2 in block B, was placed in the hands of Mr. Butts this morning.

Believing it to be the design of the Ordnance Office to place at our disposal any room in said house not now under rent, we beg leave to inform you that Mr. Butts objects to letting us have the back room on the lower floor, now occupied free of rent by Mr. Kitzmiller, on the plea that he has reserved it for the use of the Government whenever it sees fit to send its officers here. Mr. Butts also claims that he wants it for an office.

As this is the only room on the first floor that is not rented, and as the room on the first floor is quite desirable for the use of the council, we would suggest that any use which Mr. Butts might wish to make of the room would not be likely to interfere with our occupancy, and that whenever the Government may need any or all of the room which may be occupied by the corporate authorities it will be immediately placed at its disposal. Hoping that you will be able to give us one room at least on the first floor of said building,

I am, very respectfully,

DANIEL AMES,
Mayor of Harper's Ferry.

Col. S. V. BENÉT, *Acting Chief of Ordnance.*

HARPER'S FERRY, W. VA., *July* 17, 1872.

MAJOR: I am to acknowledge the receipt of your letter of the 16th inst., by Mr. Ames, instructing me as to the rooms in house No. 1, occupied by Mr. John Koonce, and authorizing me to loan them to the corporate authorities at Harper's Ferry, under certain conditions, as well, also, the unoccupied rooms, if any.

I had given Mr. Koonce written notice to surrender possession of his part of the house on the 1st of August prox., and to pay the rent in arrear—15 months from 1st May, 1871, to that date, @ $4 p. mo., $60.00.

Since receiving your letter of the 16th inst. I have had an interview with him, and read to him my instructions therein. He says he will vacate the rooms as required.

There are no other unoccupied rooms in the building. I declined to rent the back corner room on the first floor, preferring to reserve it for a place of business where I could do the writing of my agency and receive any officers of the Government who might come to the place on business with me or for the Government. This room is now occupied by myself and papers, and A. M. Kitzmiller, a lawyer once connected with the armory here, whose assistance to me in ordinary matters and his daily watch-

ful care of the property I hold equivalant to and in full satisfaction for his personal occupation of the room. I will not like to give up this room for any other public purpose.

I am not very well informed whether or not it is designed by the corporate authorities to use this or any other portion of the building, which consists of five (5) rooms and cellar, now occupied by Koonce for a corporation prison as well as for council chambers.

* * * * * * *

With great respect, your obedient servant,

ZADOK BUTT, *Agent.*

Maj. S. V. BENÉT, *Chief of Ordnance, Washington, D. C.*

ORDNANCE OFFICE, *July* 18, 1872.

SIR: In reply to your letter of the 17th instant I have to state that the orders of the Secretary of War included all the rooms of the building not occupied by tenants paying rent therefor to the Government; and under this construction the room referred to must necessarily be turned over to the city authorities. The duties devolving on you as agent of the Department would not warrant this office in asking that a room be set aside for your use as an office. * * *

By order of the Chief of Ordnance.

Respectfully, your obedient servant,

S. V. BENÉT,
Major of Ordnance.

Mr. ZADOK BUTT, *Ordnance Agent, Harper's Ferry, W. Va.*

ORDNANCE OFFICE, *July* 15, 1872.

SIR: Referring to the letter of this Bureau of December 5, 1871, relating to the sale of the lands, tenements, and water privileges at Harper's Ferry in 1869, herewith inclosed, and to the indorsement of the Judge-Advocate-General of the Army, of December 6, 1871, on the subject, I have the honor to submit the following remarks and recommendations:

The principal purchase at the sale at Harper's Ferry, W. Va., in 1869, was the water powers on the Shenandoah and Potomac Rivers, bought by F. C. Adams, for $206,000.

Besides this, there were some eighty or more purchases of small lots in the town of Harper's Ferry, amounting to about $90,000. The notes and bonds given under the law for these purchases remain, with a few exceptions, unliquidated at this time, notwithstanding the limitation of credit expired by law in December last.

It is known to this Bureau that the apathy of the small purchasers is induced in a great measure by the failure of the principal buyer to complete his purchase of the water powers. A settlement for these water powers, it is believed, would result in a speedy settlement of all the minor sales.

I have, therefore, inclosed herewith the original notes and bonds of the purchaser, F. C. Adams, (together with a copy of the notification sent him and his sureties, in November last, from this office,) and would recommend that they be referred to the Department of Justice, with the request that suit be immediately commenced on the same.

By order of the Chief of Ordinance.

Very respectfully, your obedient servant,

S. V. BENÉT,
Major of Ordnance.

Hon. SECRETARY OF WAR.

WAR DEPARTMENT, *July* 20, 1872.

SIR: I have the honor to transmit to you herewith the original notes and the bonds executed by F. C. Adams to secure to the United States the sum of two hundred and six thousand dollars, purchase-money for the water powers on the Shenandoah and Potomac Rivers, sold to him by the Government in 1869, together with a copy of the notifications sent him, and his sureties, to pay the notes, which would become due in December last, without satisfactory result.

Mr. Adams has, up to this date, failed to complete his purchase of the water powers; and it is believed that the neglect of many smaller purchasers of public property at the same sale to fulfill their obligations is due to his example.

I have therefore the honor to request that suit be immediately commenced on the notes and bonds referred to.

Very respectfully, your obedient servant,

WM. W. BELKNAP,
Secretary of War.

To the honorable the ATTORNEY-GENERAL.

DEPARTMENT OF JUSTICE, *Washington, July 23, 1872.*

SIR: I have the honor to acknowledge the receipt of your letter of the 20th instant, and the accompanying notes and bonds, executed by F. C. Adams, to secure to the United States the sum of $206,000, purchase-money for the water powers on the Shenandoah and Potomac Rivers, sold to him by the Government in 1869.

In compliance with your request, I have transmitted a copy of your letter, and the papers referred to, to the United States Attorney for this district, with instructions to at once institute proceedings against said Adams and his sureties for the recovery of the amount due to the Government for the purchase of said property.

I have the honor to be, your obedient servant,

GEO. H. WILLIAMS,
Attorney-General.

Hon. W. W. BELKNAP, *Secretary of War:*

WASHINGTON, *August 2, 1873.*

MY DEAR GENERAL: I must apologize for trespassing upon your holiday with a matter of business, but as it concerns me somewhat personally hope you will excuse me. I have been notified that the Harper's Ferry bonds have been ordered to be put in suit at once, and the district attorney is now engaged preparing for the proceeding. I have seen the Secretary, who declines to delay matters, unless, indeed, you will advise that course. At the Ordnance Bureau they tell me that you carefully considered the matter before advising suit, and that such action will have to go on. I inclose you a copy of a bill passed the Senate and now pending in the House, because I am in hopes that you never saw it in this shape and will agree to give us next session to urge our application for relief. You will see that the second section, which was put on in the Senate, provides that we may, under certain circumstances, surrender the property, &c., and force resale. It seems to me under such circumstances it would be doing no harm to any one to give us the time we ask. I hope you may see it in the same light, for I don't want to be sued if I can help it. Please return me the inclosed.

With kindest regards, yours truly,

W. B. WEBB.

NARRAGANSETT PIER, *August 5, 1872.*

DEAR SIR: Your letter of 2d inst., and copy of Senate bill 67, Forty-second Congress, first session, has been received.

The bill is "for the relief of the purchasers of lots, and houses and lots, sold," &c., and not for the relief of the "water privileges," which are excepted in terms by the first section. The second section seems to be general in its provisions, and, in the discretion of the Secretary of War, (not mandatory,) permits the "surrender" of the property, &c.

As this bill passed the Senate March 27, and Congress continued in session several months thereafter without action on the part of the House, it is hardly to be expected that during the next *short* session the bill will become a law.

Payments on the purchases should have been made last December by the terms of the law under which the sale was effected. As an act of grace toward the purchasers, especially the citizens of Harper's Ferry, who had invested liberally on the supposition and belief that the water power would be developed and the prosperity of the town increased so as to enable them more readily to meet their payments, the Ordnance Bureau deferred action in the matter, although two years had elapsed since the date of sale, that Congress might afford such relief as the case required. Congress having taken no action in their behalf, the course to be pursued by the Bureau under the law was plain, and that was, to place the whole matter in the hands of the Department of Justice for legal action.

Being entirely satisfied in my own mind that the Ordnance Bureau could not proceed otherwise than it has done under the law, I regret exceedingly that, in justice to the

interests of the United States, I cannot recommend any change in the views expressed by the Bureau. The copy of bill is herewith returned.

Yours very truly,

S. V. BENÉT,
Major of Ordnance.

Mr. WM. B. WEBB, *Washington, D. C.*

Whereas the United States of America has agreed with the corporate authorities of the town of Harper's Ferry, in the County of Jefferson, in the State of West Virginia, "To loan to the said corporate authorities that portion of the [illegible] occupied by John Koonce, and the unoccupied rooms, if any, in the same building, provided they sign an agreement binding themselves to keep the property in repair during such time as over to the Department Ordnance at once, on application."

Now, be it remembered that we, Daniel Ames, mayor, and John A. Schilling, recorder, duly elected and qualified as such, and empowered to enter into such an agreement as above named in our corporate capacity, for ourselves, and our successors in office, do, by our signatures hereto, consent to the terms above named, and which are the same contained in an official letter from Major S. V. Benet, Chief of Ordnance, to Zadok Butt, ordnance agent, Harper's Ferry, W. Va., dated July 10, 1872, which have been duly accepted by the town council of said corporation.

For further particulars, it is herein stated that the building referred to is No. 1 of the unsold houses at Harper's Ferry, and that for the above-named loan no rent or assessment is to be charged against said corporation, other than the covenant above named, to keep it in repair.

Witness our hands and seals this 17th day of August, 1872.

DANIEL AMES, *Mayor.* [L. S.]
JOHN L. SCHILLING, *Recorder.* [L. S.]

Approved by order.

ZADOK BUTT,
Ordnance Agent.

UNITED STATES SENATE CHAMBER,
Washington, December 16, 1872.

DEAR SIR: Please inform me the amount the Government property at Harper's Ferry was sold for at sale, separating the water-power, &c., from the houses and lots.

How much if any has been paid?

Yours, with great respect,

H. G. DAVIS.

Hon. W. W. BELKNAP, *Secretary of War.*

(Indorsement of Chief of Ordnance.)

ORDNANCE OFFICE, *December 20, 1872.*

Respectfully returned to the Secretary of War with the following memorandum of sale of Harper's Ferry property, viz:

Water-power on Potomac sold for	$176,000 00
Water-power on Shenandoah sold for	30,000 00
Shenandoah Ferry sold for	1,750 00
Wood tract sold for	3,000 00
Ore bed sold for	13,100 00
Dwellings, lots, &c., sold for	73,343 50
	297,193 50

The sum of $4,048.50 has been received in payment for dwellings and lots sold.

By order of the Chief of Ordnance.

S. V. BENÉT,
Major of Ordnance.

WAR DEPARTMENT, *December 23, 1872.*

SIR: In answer to your inquiry of the 16th instant, how much was realized from the

[illegible] Harper's Ferry, W. Va., [illegible]

[illegible]	$170.00
[illegible]	[illegible]
[illegible]	1,700.00
[illegible]	[illegible]
[illegible]	13,100.00
[illegible]	70,000.00
	86,700.00

The [illegible] has been [illegible]

WM. W. BELKNAP,
[illegible]

H. [illegible], Harper's Ferry, W. Va.

[illegible] WASHINGTON, D. C., *December* 19, 1872.

SIR: [illegible] occupied by Mrs. Markwood, [illegible] Harper's Ferry, W. Va., [illegible] occupied by the corporate authorities of said town, [illegible] by Dr. Kessler, have been rented by Mrs. Markwood. You are therefore hereby instructed, in accordance with a [illegible] Mr. Z. Beall, [illegible] of said town, to [illegible] Harper's Ferry, W. Va.

Respectfully, &c.,

DANIEL AMES, *Major*,
[illegible]

[illegible] WAR DEPARTMENT,
[illegible], *December* 19, 1872.

SIR: You are authorized and directed to [illegible] Harper's Ferry, on the conditions stated in the letter of July 19, 1872, the house occupied by Mrs. Markwood, on the [illegible] of Church and Fifth streets.

By order of the Chief of Ordnance.

Respectfully, &c.,

S. V. BENÉT,
Major of Ordnance.

Mr. ZADOK BEALL,
Citizen, Harper's Ferry, W. Va.

HARPER'S FERRY, W. VA., *December* 23, 1872.

DEAR SIR: I received your letter of the 19th, instructing me to turn over the rooms in house No. 1, occupied by Mrs. Margnett, to the corporation of Harper's Ferry. In reply permit me to explain how the matter stands, and ask further instructions on the subject.

About September, 1870, I rented to Dr. A. M. Kessler the room that had been occupied by Capt. Young as an office. He was then a single man; but some eight months ago he got married. Having but the one room, Mrs. Margnett let him have one or two of her rooms, she having a small family. Some two weeks ago she sent for me and told me that she had concluded to board with her sister this winter, for the reasons that her two sons were employed in the night telegraph office, and owing to noise from the school they could not get any sleep in the day. She requested that she be permitted to put a part of her property in one of the rooms till spring; and as Dr. Kessler already occupied a part of her house, I rented the whole of her part of the house to him, and with the understanding that he was to vacate the room which he rented from me on the 1st of January. That room I can turn over at that time, and if the Department desires that the whole of the house be turned over, you will please inform me, and I will notify the tenant to vacate the house at once, as those houses have been rented with the understanding that they are to be surrendered when the Government requires them, by giving the tenant a reasonable notice, and the rent to be paid at the end of each month, or leave the house at once. So if the house is required, one or two months'

notice, I presume, would be sufficient time to suit themselves in getting a house; but I believe where a tenant pays his rent it might perhaps require three months in law. So if you have been informed that the house had been vacated it is certainly a mistake; but I was informed to-day that Ames called on Mrs. Marguett before he left for Washington, and requested her to rent his house; also offered the doctor a part of the same house. So the whole subject is before you, and I shall act as you may direct; but, as I stated before, one room will be vacant the 1st of January and will be turned over.

Respectfully, &c.,

ZADOK BUTT, *Agent.*

Maj. S. V. BENÉT,
Chief of Ordnance, Washington City, D. C.

ORDNANCE OFFICE, WAR DEPARTMENT,
Washington, January 3, 1873.

SIR: In reply to your letter of the 23d ultimo I have to inform you that it is not the intention of this Department to re-let, as they become vacant, any of the rooms in the building referred to. You will therefore be pleased to comply with the instructions from this office of the 19th ultimo, and turn over the rooms lately occupied by Mrs. Margnast to the corporate authorities of Harper's Ferry. You will also turn over, when vacated, any other rooms in the same building.

By order of the Chief of Ordnance.

Respectfully, &c.,

S. V. BENÉT,
Major of Ordnance.

ZADOK BUTT,
Ordnance Agent, Harper's Ferry, W. Va.

HARPER'S FERRY, W. VA., *March* 24, 1873.

SIR: I beg to inform you that I am in charge of the late armory property at this place. Before the property was sold to the Harper's Ferry Water-Power Company I was employed to protect and guard the property by Captain D. J. Young, O. S. K., United States Army, and when the property went into the hands of the company they retained me on the same terms which I had served the Government under Captain Young. They paid me for my services up to the 1st of January, 1873, at which time they wrote to me in the following words:

"The Government has sued us, and, as we have no *title* to the property, I don't think we need trouble ourselves about it any further. From appearances I don't see how you are going to get your pay, unless the Government takes charge and pays you."

When I received the letter containing the above words, I concluded to relinquish my charge of the property. I did so, and in less than five days thereafter the armory yard was entered by boys and a very valuable iron pipe, about one hundred and fifty feet in length, was broken up and the lead taken from around the joints. I was informed of the fact, and I immediately resumed charge, believing then, as I do now, that the Government would reward me for my services in protecting their *interest* in this property. The Government holding a vendor's lien on the property, of course has equally the same interest which it held before the sale. The property being in litigation, I considered that I would be sustained by your Department in protecting the same, as I had served the Government three years in the same capacity under Captain Young. I can assure you that had I abandoned the property that by this time irreparable injury would have been done to it, as it is an easy matter to break the large water-wheels to get the lead and brass from around the journals.

Since the 1st of January I have rendered the Government valuable service, and have received no pay; and as you have control of the matter, if you will consent to indorse my services for payment, (unofficially,) I will continue in charge until the matter is finally settled.

I wrote the honorable Attorney-General on the subject, and inclose for your perusal the reply which he sent me. As I have a family dependent on me for support, unless I receive some encouragement I will be compelled to look elsewhere for employment.

Be pleased to inform me what I am authorized to do in the matter, and oblige,

Your obedient servant,

JOHN A. LASHORN.

Hon. WM. W. BELKNAP,
Secretary of War, Washington, D. C.

[Inclosure to foregoing letter.]

DEPARTMENT OF JUSTICE,
Washington, March 20, 1873.

SIR: I have received your letter of the 18th instant, and in reply have to inform you that there is no fund under my control out of which I can pay you for your services in guarding the property at Harper's Ferry.

I will suggest that you correspond with the Secretary of War upon the subject.

Very respectfully,

GEO. H. WILLIAMS,
Attorney-General.

JOHN A. LASHORN, Esq., *Harper's Ferry, W. Va.*

HAGERSTOWN, *April 5, 1873.*

DEAR SIR: The House at the last session failed to pass the bill passed by the Senate in relation to the purchasing of property at Harper's Ferry.

The Messrs. Ahl are interested as purchasers of some of it, and of course feel anxious as to what course the Department will now pursue; whether it will now demand payment or wait until the next session of Congress for whatever legislation may be proper and necessary.

The Messrs. Ahl do not desire to be in any jeopardy about their contract, and are willing at any time to comply if required by the payment of the money; but, if the whole subject is to be laid over for legislation, they are willing that it should be only so that they are not injured by the impairment of the contract heretofore made. Be pleased to let me know what the Department intends to do in the premises.

Yours, sincerely,

WILLIAM T. HAMILTON.

Hon. WM. W. BELKNAP, *Secretary of War.*

WAR DEPARTMENT,
Washington City, May 5, 1873.

SIR: In reply to your letter of the 5th instant, inquiring as to the intention of the Department relative to the purchasers of the Harper's Ferry property, I have the honor to inform you that, as Congress failed to perfect any legislation authorizing further delay in settling for this property, it is presumed the Department of Justice will push the suit now pending against the purchasers to a speedy termination. It is the intention of this Department to press all purchasers to a speedy settlement.

The Messrs. Ahl can avoid the contingency of a suit by paying up at once.

Very respectfully, your obedient servant,

GEO. M. ROBESON,
Acting Secretary of War.

Hon. W. T. HAMILTON, *U. S. S., Hagerstown, Md.*

HAGERSTOWN, *May 13, 1873.*

DEAR SIR: Your favor I received. The Messrs. Ahl ask that you be pleased to allow them this month to pay the claim against them. Would you be pleased to make out the amount due the Government by John S. Ahl & Co., and send it to them at Newville, Cumberland County, Penn., or to me?

Yours, sincerely,

WILLIAM T. HAMILTON.

Hon. W. W. BELKNAP, *Secretary of War.*

WAR DEPARTMENT, *Washington, May 23, 1873.*

SIR: I have the honor, to say, in reply to your note of the 13th instant, relative to the indebtedness of John S. Ahl & Co. for property purchased from the Government at Harper's Ferry, that the Department holds two notes of the Messrs. Ahl, dated December 6, 1869, and running for one and two years, respectively, each for $6,550. When these notes matured the Messrs. Ahl were duly notified of the fact.

The amount of the notes, with interest at 6 per cent. from day of maturity to day of deposit, may be deposited with the nearest assistant treasurer or designated depositary, to the credit of the Treasurer of the United States, and the original certificate of deposit forwarded to this Department, when proper credit will be given, and a deed of the property purchased be furnished in accordance with the provisions of the law.

Very respectfully, your obedient servant.

WM. W. BELKNAP,
Secretary of War.

Hon. W. T. HAMILTON, *U. S. S., Hagerstown, Md.*

HARPER'S FERRY, W. VA., *May* 1, 1873.

SIR: During the latter part of the month of March I addressed a letter to the honorable Secretary of War, with an inclosure from the honorable Attorney-General, in reference to my "pay" for services rendered the Government in the care and protection of the late "Armory property" at this place. I am anxious to have the matter settled, and to know from the Secretary of War whether I must abandon the property to the mercy of such trespassers who choose to commit depredations thereon, or whether I am warranted in continuing in charge of the property. Will you please inform me whether my letter was referred to the Secretary, or what disposition was made of the same? If you have not presented it for his consideration, please do so as soon as he returns, and inform me of the result. This is a matter of interest to both the War Department and myself.

Hoping that you may give the matter your early attention, I remain, &c.,

JOHN A. LASHORN.

Hon. H. T. CROSBY,
Chief Clerk, War Department, Washington, D. C.

HARPER'S FERRY, W. VA., *May* 23, 1873.

DEAR SIR: In the month of March I wrote you in reference to the condition of the "Armory property" at this place, and informed you that I had protected the same, and asking your advice as to whether I should continue to protect the property. I also sent you a letter which I had received from the Attorney-General on the subject.

Will you please take up those letters and write me your views? By so doing you will oblige, truly, &c.,

JOHN A. LASHORN.

Hon. WM. W. BELKNAP, *Secretary of War.*

HARPER'S FERRY, W. VA., *July*, 15, 1873.

MAJOR: I beg to inform you that since the 1st of January last I have been guarding and protecting the late "Armory property" at this place. I have rendered this service solely on my own responsibility, believing then, as I now believe, that the War Department will indorse my action and pay me for my services when the questions concerning the property are settled. I am now compelled to look elsewhere for employment, and as I have secured employment at the Springfield Armory, I must relinquish my charge of the property at this place. I take this means of notifying you in order that you may take such steps as you think best in the matter which may lead to its protection in the future, for I can assure you that unless something is done to protect this property the Government must lose heavily thereby, as parties will enter and destroy the wheels for the purpose of getting lead and brass from around them. When this matter is settled I shall ask for compensation for my services, as I am fully prepared to prove that my action in taking charge of this property has been of great service to the Government.

Very respectfully, yours,

JOHN A. LASHORN.

Maj. S. V. BENÉT,
Chief of Ordnance, Washington, D. C.

National Archives, Washington, D. C., RG 121, Public Buildings Service, Harpers Ferry Laminated Material, printed pamphlet, 6"x9", 9 pages /Opinion of Judge Jackson/n.p., n.d.

"DISTRICT COURT OF THE UNITED STATES

FOR THE

DISTRICT OF WEST VIRGINIA

OPINION OF THE COURT, Nov. 17, 1875,

IN THE CASE OF

THE UNITED STATES OF AMERICA AND OTHER)
vs.) In Chancery.
THE BALTIMORE & OHIO RAILROAD COMPANY,)

The Bill filed in this cause seeks --

First -- To cancel an agreement in writing, entered into November 5th, 1838, between Joel R Poinsett, then Secretary of War of the United States, and Louis McLane, then President of the Baltimore & Ohio Railroad Company, under which agreement the Railroad Company claims title to so much of a tract of land known as the 'Harper's Ferry property', as is used and occupied for the purposes of its road.

Secondly -- To remove a cloud upon the title of the Government to the property, growing out of a claim of title derived from one Patrick Byrne to that portion of it occupied by the defendant.

It is conceded that the United States derived title to the Harper's Ferry tract through sundry conveyances, made in 1796 and afterwards, 'to George Washington, President of the United States, and his successors in office;' that by virtue of the conveyances so made, the Government of the United States became seized and possessed of this tract of land, and continued to hold possession of it (except that portion occupied by the Railroad Company) from 1796 until the 30th of November, 1869, when it was sold by the Government to Francis C. Adams.

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That shortly after the Government acquired the property, she established upon it a National armory, which was used for the manufacture of arms and munitions of war until the armory was destroyed, in the year 1861.

This being the condition of the property, in the year 1838, the Railroad Company applied, through its President, Louis McLane, to the Government of the United States for permission to occupy a portion of the tract for a right of way across it for railroad purposes, which resulted in the agreement of November 5th, 1838, between Joel R. Poinsett, then Secretary of War, on behalf of the Government of the United States, and Louis McLane, on behalf of the Railroad Company.

By the terms of that agreement, 'authority was conceded by the Government to the Railroad Company to construct their railroad along and over the property of the United States.' It is claimed by the defendant, the Railroad Company, that under and by virtue of this agreement, it has an easement in the property occupied by it so long as it is used for railroad purposes.

But if it should be mistaken in this position, the Company claims title to the land in controversy under a deed from Patrick Byrne, who claimed it under a grant from the State of Maryland, whose jurisdiction extended to the south bank of the Potomac river.

With reference to the second position of the defendant, which I propose to consider first, it is alleged that the railroad tracks, and in fact all the ground used for railroad purposes, is a 'fill', built by the Company in the river, and upon what is claimed to be its bed at the date of the agreement between the Government and the Railroad Company, within the territory of Maryland, and consequently covered by the Byrne title. However this fact may be, it is not deemed to be a matter of importance in this case, as the defendant first took possession of the property in controversy claiming it under the agreement of November 5th, 1838; and so far as the question of possession arises between the United States and the defendant, it is a matter of no moment, whether the United States had a good title, or whether the Secretary of War had authority to execute the agreement. By the express terms of the agreement, the defendant was to build a sustaining wall parallel to the then existing wall built by the Government, between it and the river in some places, and within the river at others, for the purpose of making the 'fill' upon which the railroad track was to be built. Thus it appears that the defendant, under an express

provision in this agreement, was to build a wall and make the necessary fill, deriving its authority for so doing from the Government alone. If stronger evidence was required to establish

the intention and understanding of the parties at the time the agreement was entered into, none could be brought. At that time no one questioned the right of the Government to the property, and being a riparian owner, she was entitled to any accretions, whether the result of the action of the water, or the result of labor and skill applied and used to confine the river to what appeared to be its natural channel, so far as it would not interrupt the flow of water or obstruct navigation. The Government had a clear right to authorize, as she did, the erection of the wall, not only for the purposes of a railroad bed, but to furnish a bank for the river so as to prevent its encroaching further upon the main land.

This view of the case explains clearly the conduct of the parties at the time, and tends to establish the fact, that the river at the date of the agreement had by its wash encroached on the main land, some distance beyond its original limits. But that fact did not alter the boundary line between the States, and hence, both parties must have regarded the property as within the jurisdiction of Virginia when the agreement was made; otherwise, it would not have been entered into with its existing terms and conditions.

But suppose that at the time the agreement was entered into, the title of Patrick Byrne covered the land in controversy? Would that fact alter the legal relations between the parties in this case? I think not.

The defendant did not acquire the title of Byrne until September, 1841, long after the agreement made with the United States under which they took possession of the disputed property. When the deed of Byrne was executed, it passed nothing, because he was out of possession of the property intended to be conveyed, and the possession of it was had under a claim of title adverse to him.

If, however, it passed any title to the defendant, it took it in subordination to the title of the Government. At the time of the execution of this deed, the defendant was a tenant under the United States, and was bound by every obligation, both legal and moral, to protect the title of its landlord until it should restore the possession of the property to it. True, it might disclaim the tenancy by actual notice, or by such notorious acts as would be equivalent to such notice. It is not however pretended that any such disclaimer was ever made in the case. On the contrary, the defendant, in its answer, claims right to the pos-

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session and use of the property under the agreement made with the Secretary of War, November 5th, 1838. Holding this relation

to the United States, it cannot shelter itself behind the Byrne or any outstanding title, but must stand or fall with the title it acquired from the United States.

This brings me to consider the first ground of defence, set up by the defendant in answer to the bill of the complainants, to-wit: The validity of its title under the United States. It is not questioned, and in fact it cannot be denied, that if the claim of the United States covered the land in controversy, her title is good. That being conceded, the next question that presents itself for consideration is, has the defendant an inchoate, or perfect title from the United States?

The consideration of this question involves the authority of the Secretary of War to make the agreement he did of November 5th, 1838, which the complainants in this action very gravely question, and insist that the action of the Secretary of War is without color of authority, and consequently is absolutely void or voidable. Congress, by an Act passed and approved by the President at an early date, established a National armory upon this property at Harper's Ferry, by which it became dedicated to military purposes. From the time of its dedication to the date of the agreement between the Secretary of War and the Railroad company, it was alone used as a site for military purposes. During that period, arms and munitions of war were there manufactured, under the direction of the War Department. This property, as well as all military property belonging to the United States, is and always has been under the general management of the Secretary of War. With the knowledge of this fact Congress, by an Act passed March 3d, 1819, invested the Secretary of War with authority to make sale of 'such military sites belonging to the United States as may have been found or become useless for military purposes.'

As far back as the 6th day of May, 1836, construction was given to this Act by Mr. B. F. Butler, then Attorney General of the United States, in which opinion he held that the Secretary of War was authorized to make sale of any 'military sites' belonging to the Government at the date of the Act, which were n o longer needed for military purposes. Atto Genl's Opinions, vol. 3d, page 108.

The Government seems to have adopted this construction, and its correctness does not appear to have been since questioned. In the case of the United States vs. Chicago, 7th Howard, 188, the Supreme Court of the United States refer to this Act, and concede the power of the

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Secretary of War to sell what was then known as Fort Dearborn, or any portion of that property, under it.

It will be seen that the power claimed for the Secretary of War under this Act is sustained not only by precedent in the Department, but by judicial authority.

But it is claimed, that the Act applies only to military sites, such as public forts and dock-yards, and not to a property used for the purpose of manufacturing arms and munitions of war. It must be borne in mind however, that Congress, in establishing the public armory at Harper's Ferry, fixed its location and dedicated it to military purposes. That it was a military site used for military purposes, seems to me not to admit of a doubt. But precedent is not wanting for this position. This view of the question is sustained by Mr. Crittenden, when Attorney General of the United States, in discussing the power of the Secretary of War under this statute, in regard to the property now in question. Atto. General's Opinions, vol. 5, page 550. Under this opinion of the Attorney General, the Secretary of War laid out a large portion of the public property at Harper's Ferry, not needed for military purposes, into town lots, streets and alleys, and the lots were sold to parties who took possession under the title thus derived from the Government, and they are so held to this day. So far as it now appears, no question has been raised as to the power he exercised upon that occasion. The Government having in all its branches acquiesced in this action of the War Department, she should not be permitted to change her position with reference to this property, but her rights should be determined according to the construction heretofore given the Act, which seems to me not only to be warranted by its terms, but does no violence to the language employed to express its object.

I have thus far examined the Act of 1819, and the powers of the Secretary of War under it. The defendant, however, does not rely alone upon it for its defense, but seeks to protect itself under the Act of 1828. This Act authorizes the President to 'sell forts, arsenals, dock-yards, light-houses, or any property held by the United States for like purposes,' when no longer needed for the purposes for which they were used. Under this statute the power to sell is expressly conferred upon the President. It is claimed however, that this agreement was the act of the Secretary of War, and not of the President, and therefore not within the words of the statue; and as a consequence, is not binding on the United States. It is now well settled, that 'the President speaks and acts through the heads of the several

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departments in relation to subjects which appe-/document damaged/ made their respective duties.' This property belonged, as I have

before said, to the War Department, and was under the immediate control of the Secretary of War. He was in the making of this agreement but the agent of the President, and I feel justified in presuming that it was done under his direction and with his assent, and is therefore, in contemplation of law, the act of the President. Wilcox vs. Jackson, 13th Peters.

I, therefore, conclude that by both the Act of 1819 and 1828, the Secretary of War was authorized to sell any property belonging to his Department not longer needed by the Government. It is suggested, however, that although the power be conceded, he did not exercise the right conferred by the statute, but instead of selling the property, he 'granted permission to the Railroad Company to run their road through the lands belonging to the United States.' It is sufficient to say in reply to this position, that the Secretary of War is by law invested with the power to look after and take care of all public property belonging to his department, and so to use and manage it as will be best for the public interests. Whilst he could not sell, or by any act of his, part with the legal title to any property belonging to the United States, except under authority derived from Congress, yet, as incident to the power of his office, and in the exercise of a discretion with which all heads of departments are invested, he would have the right to lease property not longer needed for public purposes, not only for the preservation of it, but if practicable, to render it productive of revenue to the Government, until it could be disposed of in pursuance of law. Being invested with authority to dispose of it by grant in fee, all minor powers over the property are necessarily implied.

This conclusion brings me to notice briefly the rights acquired by the defendant under this agreement. Under the permission granted in this agreement, the Railroad Company entered upon and took possession of the disputed property, and constructed their line of railway across it. The license granted was for an indefinite period; no time being fixed when the permission to use the lands for the purpose specified in the agreement was to terminate. Up to this time it has never been revoked, no has any notice been given by the Government of its intention, or even its desire to revoke it until the institution of this suit.

The defendant accepted this license upon the terms indicated. It built and constructed its railroad under this authority. It was the extension of a great national highway, and, as we now know, second

to none in magnitude and importance in this or any other country. It must have been apparent to both the contracting parties that an enterprise at that time so stupendous in its

character as the construction of a railroad from Baltimore to the Ohio river, was to be permanent and lasting. A right thus acquired, under a written license not specially restricted, is commensurate with the thing of which the license is an accessory.

That it was so understood by the Secretary of War is shown by the fact that he expressly provided in his agreement with the defendant that, 'the said Company shall allow the United States to construct and keep up forever a depot, with suitable tracks, switches, and turnabouts, to be connected with said road.' Here there is a reservation of a right forever upon the part of the agent of the Government, clearly indicating that he understood that the defendant was to use and enjoy the license thus granted as long as it should see proper to do so. The inference is clear to my mind, that it was the intention of the Secretary of War to dedicate the property granted under this license to this specific use, which was a public one. It was for a great national highway. Having so donated and declared the purposes and object of the donation, it became dedicated to the specific purposes indicated. By this act upon the part of the United States, through their agent, the defendant, as well as the public through it, has acquired an easement in the property, so long as it continues to use it for the purposes granted; which is said 'to be a liberty, privilege or advantage which one may have in the lands of another, without profit.' The owner of the fee, whoever he may be, cannot revoke the license granted. The fee will remain in the original owner, or his grantees, but the right of the defendant to the use is paramount to the title of the owner of the fee, and does not require the fee for its protection. M.E.Church vs. Hoboken, 33 N.J., L. Wilson vs. Sexon, 27 Iowa 15.

And here the doctrine of equitable estoppel may be justly applied. Under the permission given, the defendant built its railroad over the land of the complainants, with their knowledge and assent, which depends for its value on remaining in its present position. Acting in good faith, it was influenced to make large expenditures both of time and money in its construction.

The plaintiffs were influenced in granting the license by the benefits to be derived from the construction of the road in furnishing them with better facilities of transportation at reduced rates. It was simply the advantage of a railroad for transportation over the old wagon roads;

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which in the light of subsequent events, proved to be of incalculable benefit to the property. The benefits thus derived, whilst they may not amount to a valuable consideration,

were the inducements that operated upon the complainants to grant the license. It was a power coupled with an interest, which was both necessary to the possession and enjoyment of the rights acquired under the permission, and is not revocable as long as the interest exists. Were it otherwise a revocation of the power would follow, and the defendants would be constrained to remove its railroad at a great loss. Such a result would work gross injustice to the defendant, and would allow the complainants to take advantage of their own wrong.

It is here that equity interposes her power to estop the complainant from disturbing the defendant in the rights acquired by it under the agreement; otherwise it would have no remedy. It is now the settled doctrine that 'equity will execute every agreement for the breach of which damages may be recovered, when an action for damages would be an inadequate remedy.' In this case no adequate compensation could be made the defendant for the damages it would sustain by the revocation of its license and the loss of rights acquired under it. The complainant having without objection permitted the defendant to construct over their lands a public railroad, 'cannot, after the road is completed, or large expenditures have been made thereon, upon the faith of their apparent acquiescence, reclaim the land or enjoin its use by the Railroad Company.' Goodin vs. Cincinnati & Whitewater Canal Company, 18 Ohio, St. 169; Cumberland Valley Railroad Company vs. McLanahan, 59 Penn. 24, 31. And this doctrine is reaffirmed in 21 Ohio 553, in which case the learned Court declare that 'it is the dictate of natural justice that he who having a right or interest, by his conduct influences another to act on the faith of its non-existence, or that it will not be asserted, shall not be allowed afterwards to maintain it to his prejudice. Out of this just principle has grown the equitable doctrine of estoppel in pais, so well stated and strongly approved by Fonblanque in his Treatise on Equity, vol. 1, ch. 3, sec. 4; by Chancellor Kent in Wendell vs. Van Rensellaer, 1 Johns, Ch. 344; by Lord Macclesfield in the leading case of Savage vs. Foster, 9 Modern R. 35.'

In the case under consideration, no one can question the fact that the defendant was influenced in the course it pursued by the conduct of the Government through its officer, the Secretary of War. The Company entered upon the premises under its agreement with the Government,

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and remained in the peaceable possession and the quiet enjoyment of them for a period of upwards of thirty years. During all this time not the slightest intimation was ever given to it of any claim whatever upon the part of the Government to the disputed premises. I therefore conclude that, upon every principle, both legal and equitable, the complainants cannot

and ought not to be permitted, at this late day, to disturb the defendant in the possession of the premises under the agreement of 1838.

Nor do I think a right of compensation exists in this case. No actual consideration is expressed in the agreement, and the omission to do so implies that both parties understood that none was demanded.

It is manifest that the Secretary of War required no consideration, for the reason that he looked to the additional facilities of transportation the construction of the railroad would furnish, as well as to the enhanced value of the residue of the property consequent upon its construction.

It seems to me, therefore, that every consideration of justice between the parties requires me to treat and hold the license in this case as an executed contract giving an absolute right. I am therefore of the opinion that, upon any view of the case presented by the pleadings, the bill should be dismissed for the reasons assigned."

National Archives, Washington, D. C., RG 121 Public Buildings Service, Harpers Ferry Laminated Material, printed pamphlet 6"x9", 13 pages,n.d.,n.p.

"STATEMENT OF FACTS IN THE HARPER'S FERRY CASE

THE GOVERNMENT

vs.

THE BALTIMORE AND OHIO RAILROAD.

When the line for the Baltimore and Ohio Railroad, or rather that portion of it in the vicinity of Harper's Ferry, was originally surveyed in 1832-'33, it was at first decided by the engineers that the road, after leaving the Maryland shore at a point where the abutment of the present bridge stands, should run diagonally up the river towards the Virginia shore, cutting through a part of what is called Byrnes' Island, and striking a point at the extreme north, or upper end of the Government's property. The chief reason assigned for this was that it would save the heavy expense of running over the Government property. Several years after this one Patrick Byrnes, an employee in the Government Armory, took out a land-patent in Maryland, and pretended to locate it on a portion of the Island now bearing his name, notwithstanding the Government had held possession of it more than forty years, and two houses on it were occupied by mechanics in its employ. The right set up by Byrnes, under his so-called patent, was sold to the Railroad Company for a trifle. At least so it is claimed by the Company.

The line I have described above was not taken; and for the reason that to overcome the heavy freshets at certain seasons of the year it would be necessary to build a very high and formidable wall or causeway, not less than forty feet high and as many broad. Most of this would have to be of solid masonry, the cost of which would be very heavy. Other obstacles, not at first contemplated, began to develope themselves, among them the fact that a wall built in this manner would seriously interfere with the current of the stream. In short, it was absolutely necessary to abandon this line and look for a more feasible and less expensive one.

It was now decided to run the road directly across the river, as at present, on a bridge with stone abutments and arches, and obtain from Congress, if possible, authority

granting the right of way over the Government property on the Virginia side. The Government property here runs nearly north and south for about one and a half miles, and included all the islands in the river, as granted by an act of the Maryland Legislature.

As the bridge struck the Virginia shore in the very centre of the town, at the south end of the Government property, the Railroad Company had to elect whether it would run over it on the river front, which was the most valuable part of it, or take the line under and through the bluff on the west side. It elected to do the former for the reason that if it selected the upper, or west line, it would have to cut more than a mile through hard bluerock, and also widen and regrade the county road. To do this would have cost more than a million of dollars. Railroads were not popular institutions with the people at that time, nor was the Congress of that day in a humor to pass a bill giving the Company authority to run its line over and occupy so much of the Government's most valuable property. In short, I am informed that Congress flatly refused, holding that in addition to the great value of the ground the road would necessarily occupy, the Armory buildings would be in con-

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tinual danger of destruction from the sparks of the locomotives, which at that time used wood for fuel.

It now looked as if the Company would have to fall back on the line first selected, with all its cost. The Company, however, was not at a loss for expedients, even at that day; and very soon saw that, with the exercise of a little strategy in the right direction, they might succeed in gaining their point at a cheaper rate.

The Company went on building its road, leaving the question of the right of way over the Government's property at Harper's Ferry at rest for nearly two years. In 1836, Joel R. Poinsett was Secretary of War, and Louis McLane, president of the Baltimore and Ohio Railroad. In this year an agreement was entered into between these parties, by which the railroad was permitted to run a single track along the front and over the most valuable portion of the Government's property, thus saving to the Company an outlay of, at least, a million and a quarter of dollars.

Mr. Poinsett, as Secretary of War, could give the Company no legal, vested rights in the property. In short, his permission placed the Company there on sufferance. Any of his successors had the same right to cancel the permission, and order the Company to remove its tracks. It was charged at the time, but I know not with what truth, that Mr. Poinsett was personally interested in the road. The agreement stipulated

that a width of not more than 30 feet should be set apart for the road; that an outer wall should be built, leaving a sufficient space between that and the Government wall for a free water-course, and that nothing should be done to injure the property. The Baltimore and Ohio Railroad Company, however, is famous over the country for its disregard of private rights, as well as for its encroachments on the property of others. Instead of thirty feet the Company has encroached from time to time until in some places it has reached a width of sixty feet. Indeed the Government seemed to be powerless to stop its encroach-

ments. It very recently laid a double-track from one end to the other of the property, removed walls, and has occupied a large space of ground for workshops and timber-yards. It put up a watering station on the property on the Shenandoah; took away and used valuable property, and all without authority of law.

Things remained in this condition until 1866, when the Company applied to the then Secretary of War (Edwin M. Stanton) for authority to change its track from the river front to the west or bluff side of the Government property. The object of this was to straighten their line, and avoid the very sharp curve at the west end of the bridge. Also, to avoid crossing the Government's canal, which it had already seriously damaged by not building such a bridge as was stipulated for in the original agreement. The War Department granted the permission, stipulating that the county road should be regraded and widened, and that all damage done to property along the line should be compensated for. The great expense of cutting through solid rock for nearly if not quite a mile, as well as the fear of paying for damages to private property, deterred the Company from carrying out this design. Instead of accepting the authority granted by Mr. Stanton to adopt a new line it began strengthening and giving a permanent appearance to its old one.

To show how utterly regardless the Railroad Company was of the value of the water-power, it did, at the end of the war, put down a wooden trestle work directly in the centre of the canal. This, of course, checked the natural flow of the water and caused a heavy bank of sand to make on one side. This trestle work also created a strong backwater, which, pressing with great force against the outer wall of the canal, caused it to give way to the very serious damage of the whole property. Not content with this, the Company erected stone abutments on each side of the canal, and extending inward on one side nearly sixty

feet beyond the limits stipulated for in the original agreement. This, causing the water to turn at an acute angle, would have very soon permanently damaged the whole property.

The attention of the Government being called to this audacious attempt to destroy the water-power, Colonel Simpson, of the engineer corps, was sent up to make an examination and report. (See his report.) His report was a severe censure of the Railroad Company, whose encroachments he illustrated by a drawing of the work and the canal. He showed that the Company had proceeded with a reckless disregard of the value of the water-power, and with a full knowledge of the serious injury they were doing to the property. He recommended that the Company be held responsible for the damage it had done, and at once be made to remove the impediments.

The Company's officers got over this matter by offering an apology for the injury done, the suggestion that it was their intention to purchase the property when it was sold, and that the railroad had no use for water power. The devilishness of this acknowledgment is apparent on its face. They would, according to that confession, make it as near valueless as possible for the purpose of getting possession of it at a nominal price. It is impossible to conceive anything more disgraceful, not to say dishonorable, on the part of a great railroad corporation. But the Government took no action on Colonel Simpson's report, and the matter again rested for a time.

It was very clear to those who had carefully watched the conduct of this great Railroad Company that the object of its president, Mr. John W. Garrett, was to damage the property all he could, to depreciate its value to any one needing it for manufacturing purposes, and to get possession of it himself, as I have said before.

Now let the reader mark how clearly the sequel developes the motive. Congress, during the session of 1868-69,

passed an act authorizing the Secretary of War to dispose of the Government property at Harper's Ferry, at public sale. The sale was to be absolute and unreserved. The proceeds, over and above a certain amount, were to go to the State of West Virginia, for educational purposes.

The Sale.

As Congress did not know the Baltimore and Ohio Railroad on the property, of course the Secretary of War could not recognize its claim to any right there. The War Department

knew very well that as soon as the property changed hands and became private property the question as to the value of that portion of it used by the Railroad Company became vested in the purchaser -- that it was a part of his purchase. Hence, in advertising the property for sale, the officers were very particular in describing the boundaries, thus:

> 'The entire water-power of the Potomac River, as held by the United States, embracing site of old armory buildings, or musket factory, Byrne's Island, (in the centre of the river,) and all that strip of land and bluff bordering on the Potomac River, and lying between said river and the streets and lots in said town of Harper's Ferry, as laid down on the map of 1869.'

The railroad is not so much as mentioned. About two weeks before the sale took place several of the officers of the railroad made a thorough examination of the property on both rivers. About the same time reports began to circulate that the Government could not give a good and valid title to the property. Similar reports got into two or three country papers. These reports had a very damaging effect in deterring persons disposed to purchase the property. In nearly every instance these damaging reports were set afloat by persons connected with the Railroad Company. You could not mistake the object for which these reports were put in circulation.

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The sale took place on the 30th of November, 1869, and was under the direction of John P. Keller, chief clerk of the Ordnance Office, War Department. The Baltimore and Ohio Railroad was represented by Mr. John L. Wilson, its master of transportation, who, with Mr. Randolph, its chief engineer, had been two days at the Ferry previous to the sale.

It is enough for me to say here that I bid on the property with the opinion of an ex-Attorney General before me, or rather to guide me, and with a full understanding that the road had no legal rights there, and must pay for whatever it occupied as soon as the property passed into private hands. The Railroad Company, too, was well aware of its own status on the property. The best proof of this may be found in the fact that it bid $175,000 for property its agent, Mr. John L. Wilson, had described only the day before as not worth more than thirty or forty tousand. In addition to this, I am informed on very good authority that the Company took legal advice on the subject of their agreement with Secretary of War Poinsett, and were told that it would be void as soon as

the property changed hands, unless the Government could be got to make a reservation. It is clear, therefore, that we both bid understandingly.

I have been thus particular in regard to the above point because it has been claimed by certain of the Railroad Company's officers that an unfair advantage was taken of them; that they were not properly informed as to the view the Government took of their position on the property. This is certainly a very novel claim for a great and powerful Company to set up -- a Company that adopts the highwayman's methods of taking whatever it wants, and setting the owner at defiance; and is also famous for having blackmailed the traveling community for more than thirty years.

Having been defeated at the sale, and the property having passed into private hands the Railroad Company began a system of annoyance which can be expressed only in the

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word 'devilish'. Let me turn first to the property on the Shenandoah, known as the 'Rifle Works,' and state what it was. The purchasers at once took measures, in connection with some wealthy paper manufacturers in New York, to organize a company for the purpose of establishing an extensive paper mill on that property. The water power there was of the finest kind, and peculiarly adapted for that purpose. As if to defeat this the Railroad Company, without any authority whatever, put up a watering station, with its engine and attendant smoke, immediately on the property. I wrote to the President of the road remonstrating against this, and twice called Mr. John L. Wilson's attention to it personally. He as often promised to have it removed; in other words, to abate the nuisance. That was all he did. Two years after the extraordinary flood at the Ferry washed it away.

The track running over these rifle-works, on the Shenandoah, belonged to what was known before the war as the 'Winchester Potomac Railroad.' This Company, as long ago as 1837, obtained from Congress authority to run over the property under certain conditions fixed by a board of Government engineers. These were that a certain grade should be maintained; that culverts leading to the river bank should be kept open, and a roadway to the river should be preserved and also kept open. A profile was made embodying these conditions, was submitted to Congress, and is referred to in the act authorizing the Company to run over the property. These engineers clearly foresaw what would be the damage from freshets if any deviation was made from the conditions fixed by them.

It is proper to say here that so long as this road was in the hands of and worked by the 'Winchester and Potomac Company' all those conditions were strictly complied with. When, however, this road became consolidated with and under the management of the Baltimore and Ohio Company all these conditions were violated, and the act of Congress treated with contempt.

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More especially was this so after the property passed into private hands. The railroad not only changed the course of its track to accommodate itself, but it raised the grade of its track sixteen inches, filled up the culverts, and closed the roadway leading to the river bank. When the Company's attention was called to the danger of this it treated the matter with irritating indifference. In truth the property, from the Railroad's action, was transferred into a dam with a large inlet but no outlet for the water. The result was just what had been predicted by competent engineers. When the great flood in the fall of 1861 came, the water rushed in, filled up the body, forced out the walls, and completely destroyed the whole property. Not content with this the Railroad Company, to the end of repairing its own damages, went upon the property, took what material it wanted -- stone, sand and gravel - and to this day has not paid a dollar for it.

Now let us turn to the property on the Potomac -- the Armory property -- about which the suit is now pending. The Water-power Company, with George II. Plant, of Washington, for president, was organized for the purpose of developing this property. I have no apology to offer for this company. Its fault was that it allowed Mr. John W. Garrett to frighten it out of its rights. It did, however, begin improving the property and expended considerable sums of money. It had an entire new lock built at the dam, new head-gates put in, and the wasteways repaired. The next work in order was repairing the canal, which, as I have said before, had been seriously damaged by obstructions placed in it by the Railroad Company. A formal but courteous notice was served on Mr. Garrett, president of the road requesting him to remove those obstructions so as to enable us to pursue our work. Nearly six months passed and yet no notice whatever was taken of this respectful request, and it was only when I threatened to resort to forcible means, and, if necessary, to enable us to go on with

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the work, to take up his track, that he was made to take some action in the matter. You would very naturally infer that he sent up a force to remove the obstructions and do what was right in the matter. He did nothing of the kind. But he did send up

a gang of armed roughs to take possession of and guard the property night and day. And while these roughs were thus employed, he applied to the court and got an injunction praying that certain gentlemen of the Water-power Company be restrained from interfering with the Railroad Company's property.

The Water Power Company filed a cross-injunction. This brought up the question of title, and also developed the Railroad Company's policy. It boldly assailed and threw a cloud over the Government's title to the property. It set up, first, that a large portion of the property over which its track ran was within the boundaries of Maryland, not Virginia, as claimed by the Government. Second. That it (the Railroad Company) had a good and valid title to the property, or rather portions of the property, under and by right of the Byrnes patent. Third. That the agreement between Joel R. Poinsett, Secretary of War, and Louis McLane, President of the Company, was a pre-eminent right of way.

Surveys of the property were made at the request of the Railroad Company, and a vast amount of testimony in the way of depositions taken on both sides. It very soon became evident that the Railroad Company was seeking to gain through delay what it had failed to obtain by straightforward and prompt action. In the taking of these depositions even perjury itself was resorted to by the Railroad Company, as will be seen by the following affidavit:

A TRUE COPY.

'Affidavit of J. P. Keller, Chief Clerk of the Ordnance Department, Washington, D. C.

'WASHINGTON, D. C., November 10th, 1870.

'Having seen the following testimony and declarations made by Ansel

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B. Wood, taken and made before a commissioner appointed to take depositions, in a suit pending between the Baltimore and Ohio Railroad and the Harper's Ferry Water Power and Manufacturing Company, in the city of Baltimore, Maryland, before Commissioner Dulaney, to wit:

'Ansel B. Wood, being first duly sworn, deposeth and saith to questions propounded by plaintiff's counsel, as follows:

'1st. What is your name, age, residence, and occupation?

'Answer. Ansel B. Wood; 57 years; Sandy Hook Washington county, Maryland; agent for the Baltimore and Ohio Railroad Company, at Harper's Ferry.

'2d. Were you present at the sale of the Government works at Harper's Ferry? State what declarations were made by the Government agent, as the time of the sale, relating to the Baltimore and Ohio railroad? /Objected to by defendant's counsel./

'Answer. I was present; my recollections are that the agent of the Government, or whoever he was, or the man in charge of the sale, before the sale commenced, he read from a paper in his hand the conditions of the sale of the musket factory. As near as I can recollect the words, they were that the musket factory would be sold as it then was, without any guarantee of title but such as the Government possessed, which, from all examination, they believed to be genuine, with no reserve, except that of a street running on the south side, and parallel with the Government canal, named "Potomac Street," and the rights and privileges possessed or held by the Baltimore and Ohio railroad.'

Mr. Keller's Answer.

'I here declare and make oath that I am the officer or person that conducted the sale on behalf of the Government, at the time referred to, and so far as the testimony of Ansel B. Wood refers to the rights and privileges possessed or held by the Baltimore and Ohio railroad, or any reservation of the same being announced by me, it is untrue. I hereby declare and make oath that no announcement was made by me of any reservation of rights or privileges held by the Baltimore and Ohio railroad.

('Signed) J. P. KELLER,
'Chief Clerk, Ordnance Office.

'Sworn and subscribed before me, this tenth day of November, 1870.

/SEAL./ 'N. CALLAN, Notary Public.'

Ansel B. Wood was not the only ready witness the great Baltimore and Ohio Railroad Company had during this controversy. The court, as was anticipated, made the injunction perpetual. Of course there was nothing left for the

Water Power Company but to stop work and fall back on the Government, and ask that it make its title good; in other words, defend itself against the Railroad Company. The Government filed its bill of ejectment, and now, after a delay of nearly two years, the case is argued on its merits at Wheeling, West Virginia, before United States District Judge Jackson. The judge delivered his

opinion November 17, 1875. After disposing of the Byrnes patent, and the claim that a portion of the property was within the boundaries of Maryland, adversely, he takes up the Poinsett and McLane agreement.

'In the case under consideration,' says the learned judge, 'no one can question the fact that the defendant,' (the Government) 'was influenced in the course it pursued by the conduct of the Government through its officer, the Secretary of War. The Company entered upon the premises under its agreement with the Government, and remained in the peaceable possession and quiet enjoyment of them for a period of upwards of thirty years. During all this time not the slightest intimation was ever given to it of any claim whatever upon the part of the Government to the disputed premises. I therefore conclude that, upon every principle, both legal and equitable, the complainants cannot and ought not to be permitted at this late day to disturb the defendant in the possession of the premises under the agreement of 1838.

'Nor do I think a right of compensation exists in this case. No actual consideration is expressed in the agreement, and the omission to do so implies that both parties understood that none was demanded.' This is enough for my purpose. The Government was simply kicked out of Judge Jackson's court. As a piece of special pleading, coming from an advocate in the interests of the Railroad Company, nothing could have been more artistically done. Indeed, it may be doubted whether the Company's attorneys could have made a more satisfactory performance for their client.

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I use the word performance understandingly. If there be any force at all in such reasoning, the learned judge would simply clothe the Secretary of War with the powers of a real estate agent. And here let me add that a somewhat novel, if not entirely new feature of this performance, was the fact that the senior counsel for the Railroad Company was at one time on the other side, while the Government had for assistant counsel at Wheeling one of the railroad's prominent attorneys. That may be all right as between railroad companies and lawyers, but it was to me, at least, a surprise I had not bargained for.

The large number of letters I have received from manufacturers in different parts of the country all anxious to avail themselves of the valuable water power at Harper's Ferry, is the best proof of what might have been done with this great property had not the Baltimore and Ohio Railroad Company cast a cloud upon its title. Not one of these persons could be induced to touch the property while the title was in dispute.

F. C. ADAMS."

Washington, D.C., National Archives RG 121 Public Buildings Service Harpers Ferry Case No. 155 (ms), (Letter, Webster Elmes, Chief Clerk for the Solicitor of the Treasury, Department of Justice, Washington, D.C. to George F. Talbot, Solicitor of the Treasury, May 29, 1877) 9 pp.

"DEPARTMENT OF JUSTICE,
OFFICE OF THE SOLICITOR OF THE TREASURY,
WASHINGTON, D. C., May 29th, 1877.

Sir:

In pursuance of your instructions I visited Harpers Ferry, West Virginia, on the 12th instant, for the purpose of making an examination of the old armory property and water power at that place, the title to which by reason of certain judicial proceedings in the District Court for West Virginia has been acquired by the United States through the foreclosure of a lien for the purchase money of the sale of this same property in 1869, made by the United States to F. C. Adams and others.

The property as acquired and now by law under charge of this office, consists 1st of the water power entire of the Potomac River embracing this site of the old armory

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buildings or musket factory. Byrnes and the adjacent islands, together with the strip of land and bluff bordering the Potomac River on the West Virginia side of the River lying between the river and the streets and lots as laid down on the map of 1869; 2d The water power entire of the Shenandoah River embracing the site of the rifle factory and the appurtenances.

By authority of an act of Congress of December 15, 1868, this property together with two hundred and forty-five additional lots were offered at sale by public auction, on the 30th of November and the 1st of December 1869. At such sale the purchasers had the option to pay cash or to execute their notes or bonds for the purchase money at one and two years, reserving therein the vendors lien of the United States. One hundred and four of these purchasers

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representing one hundred and eighty-five lots, availed themselves of the benefit of the deferred payments, and accordingly executed their obligations with sureties.

Among these purchases on deferred payments, were the two pieces of property before mentioned embracing the valuable water power of the Potomac and Shenandoah Rivers. This property was bid in by F. C. Adams and others at the sum of two hundred and six thousand dollars. No part of this purchase money was ever paid, and the United States under direction of this office instituted proceedings in the District Court for West Virginia, June 24, 1873, by bill in chancery to foreclose the vendors lien, and obtained a decree, under which the property was offered for sale by / W. / Goff Jr. Commissioner on the 28th of September

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last. At this sale the United States through an Agent appointed by the Solicitor of the Treasury, became the purchaser; and subsequently received a deed therefor after decree of confirmation by the Court; the price bid being seventy thousand dollars.

As regards the other lots sold at the sale in the year 1869 no proceedings have been taken to collect the purchase money and all the notes and bonds with accrued interest for nearly eight years are outstanding. These obligations are on file in the War Department. By section 3750 of the Revised Statutes it is provided that, 'the Solicitor of the Treasury shall have charge of all bonds and other property which have been or may be assigned, set off, or conveyed to the United States in payment of debts, and of all trusts created for the use of the United States in

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payment of debts due them and of the sale and disposal of lands assigned or set off to the United States in payment of debts or vested in them by mortgage or other security for the payment of debts.' xx

I would in this connection, respectfully submit the question as to whether these notes or obligations creating a trust in the property for the payment of debts due the United States for the purchase money, should not be in the charge of

this office for such proceedings as may seem expedient, for the purpose of realizing for the United States the moneys due and remaining unpaid for the long period mentioned.

The numerous lots have depreciated very much in value since the sale.

At that sale very large prices were bid, induced doubtless by the easy terms

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of payment offered and by sanguine expectations formed as to the future enhanced value of the property from the promised utilization of the water power purchased by F. C. Adams & Co at a seemingly fabulous amount.

As a sample of this depreciation in the value of the property, the recent sale in September under your own personal observation may be instanced. At that sale lot two of block A was sold at auction after extended advertisement for $685. and lot five for $405. one tenth in cash: while at the sale in 1869 these lots were bid in and taken at $1655. and $2050. respectively. The present situation of this property, and the consequent confusion and unsettlement of titles as well as the accumulation of interest year by year added to the incumbrance of the principal of the

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notes and bonds, is discouraging to the holders of the several lots some of whom have made improvements thereon, while it is at the same time a blight upon the material interests of the town and the surrounding Country.

An aimless delay in the collection of the moneys due by foreclosure or otherwise or in doing something towards the settlement of matters is of no benefit to these purchasers but only adds to their difficulties, and serves to still further embarrass the Government.

In regard to the two pieces of property which the United States has recently acquired, I must say that its continued possession by the United States throws upon this office a burden of responsibility for its protection and safety, under circumstances of a very embarrassing

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and discomforting character arising from the fact that there is no appropriation out of which any money can be expended for the payment of a watchman or guardian of the property.

In the meantime there is an amount of personal property lying around subject to deterioration by the weather and to spoliation, depredation and theft--by persons unrestrained by any law adequate to their punishment or by fear of anyone armed with adequate authority to watch over the interests of the Government.

The schedule accompanying this will give some idea of the amount of the property thus subject to depredation.

It consists of water sheels, both overshot and turbine together with their flumes, shafts and machinery, also of immense quantities of iron / ,/ dressed stone

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and building material. The water power connected with these premises has been considered of immense value. It has been constructed as regards the dams across the two rivers, the canals, gates / ,/ forebays and machinery in the best and most durable manner and at a great outlay of money on the part of the Government. It now presents a sublime ruin. Year by year its immense capabilities are diminishing, and the question of what shall be done with it, is one not easy of solution. Yet it is one which must be met and determined at an early date.

Very Respectfully,

Webster Elmes
Chief Clerk

Hon. George F. Talbot
Solicitor of the Treasury."

Washington, D.C., National Archives RG 121 Public Buildings Service Harpers Ferry Case No. 155 (ms), ("Announcement," K. Rayner, Solicitor of the Treasury, n.p., pre May 19,1880), 4 pp.

"UNITED STATES SALE OF VALUABLE WATER POWER AND MACHINERY, ALSO OF 126 LOTS OF LAND AT HARPERS FERRY, W.VA.

By virtue of section 3749 Revised Statutes, also of sections 2 and 3 of the Act of Congress approved June 14,1878 authorizing the resale of certain lots of land by the United States at Harpers Ferry, West Virginia, the undersigned the Solicitor of the Treasury will offer at public auction on the premises at Harpers Ferry West Virginia commencing at one O'clock P.M. on Wednesday the 19th of May 1880, the following described property belonging to the United States as laid out and desig nated on a map of Harpers Ferry made in the year 1869 by S. Howell Brown, Surveyor to wit:

Lot one embracing the water-power entire of the Potomac River, the canal & locks, and a strip of land and bluff bordering on the Potomac River, lying between that river and the streets and lots as laid down on the map aforesaid, beginning at Shenandoah Street and extending to the western line of the United States property. The walls of two large buildings, the John Brown Engine House and the foundations of several other buildings are standing & large quantities

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Block 'H.H' on Camp Hill Lots 6,7,8.
Block 'J.J.' on Camp Hill Lots 1,4,5,6,7,8,10,11,14.
Block 'K.K' on Camp Hill Lots 1,2,3,4
Block 'L.L.' on Camp Hill Lots 2,3,5,6,7,8,9,10,11,12.
Block 'M.M' on Camp Hill Lots 3,7,9.
Block H on Camp Hill Lot 7
Block I on Camp Hill Lots 4,13.
Block J on Union Square Lots 6,10,11,12,13.

Block L on S. side Ridge Street Lots 5&6.
Block N. between Ridge & Putnam Sts. Lots 3&8.
Block O between Ridge & Putnam Sts. Lot 9 1/2.
Block P. between Ridge & Putnam Sts. Lots 6,14,18.
Block Q between Ridge & Putnam Sts. Lots 1,2,3,4,5,8,15,17,18,20.
Block R. N. of Ridge Street Lots 1,2,3,4,5,6,7,8.
Block S. N. of Ridge Street Lots 2,3,4,5,6.
Block T. N. of Ridge Street Lot 4.
Block U. N. of Ridge Street Lots 1,4.
Block V. between Putnam & Van Wert Sts. Lots 1,2,3,4,5.
Block 2 between Van Wert & N. Cliff Sts. Lots 3&6.

Terms of sale on purchases under fifty dollars cash, on purchases exceeding that sum one-third the purchase money in cash, balance in one and two years with six per cent interest a lien being reserved on the property to secure payment of same, or all cash at the option of the purchaser, to be complied with within ten days. A deposit of $200 on account of lots

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of dressed building flagging & other stone are upon the ground. The machinery consists of three Turbine wheels and four cast iron wheels of large dimensions with gearing flumes & etc.

Lot two embracing the water-power of the Shenandoah River as held by the United States, and the site of the old rifle factory with all the appurtenances.

Lot 4. The perpetual right to cut and remove wood from a tract of 1395 5/8 acres of mountain land lying on the south side of the Shenandoah River adjoining the Ferry tract.
Block 'F' on Shenandoah Lot 1 with brick house. Lot 2.
Block 'G' on Shenandoah Lots 2,3, and 4.
Lot 1 with stone building & Lots 2,3,4,5,7,8, N. of Shenandoah Street extending to S. Cliff Street.
Block 'H' on Shenandoah Street Lots 1,2,3,4,5,6.
Block 'I' on same Lots 1,2,3,4,5.
Wager six acre Reservation Lots 27 with stone house.
Block 'A.A' on Washington & Potomack Streets Lots 4,5,6.

Block 'B.B' on Washington & Ridge Streets Lots 2,3.
Block 'C.C' on Washington & Clay Streets Lots 1,3.
Block 'D.D' between Fillmore & Clay Streets Lots 2,3,4,6.
Block 'E.E' between S. Cliff & Clay Streets Lots 1.2.
Block 'F.F' on Camp Hill Lots 2,3,4,5,6,7.
Block 'G.G' on Camp Hill Lots 3 and 6.

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one or two will be required at time of sale. A conveyance will be made on behalf of the United States to the purchaser of all its right, and title to the property which is believed to be perfect in every case. A map showing the metes and bounds of the several lots will be exhibited at the time of the sale.

The Government reserves the right to withdraw any of the lots to prevent unusual sacrifice if the bids are unsatisfactory.

/illegible initials/
/signed/ K. Rayner
Solicitor of the Treasury

Approved

/signed/ John Sherman
Secretary of the Treasury."

Washington, D. C., National Archives R.G. 121 Public Buildings Service, Harpers Ferry Case No. 155, printed pamphlet 6" x 9", 8 pages.

"CATALOGUE OF PROPERTY OF THE UNITED STATES

AT HARPER'S FERRY, W. VA.,

To Be

SOLD BY THE SOLICITOR OF THE TREASURY
On the 25th day of May, A. D. 1880,
AT HARPER'S FERRY.

The following is a schedule of United States property at Harper's Ferry, as divided into lots by S. Howell Brown, surveyor, as per map of 1869, made under the supervision of Captain Daniel J. Young, U.S. Army, acting under instructions from the Ordnance Department at Washington, issued pursuant to an act of Congress approved December 15, 1868, entitled 'An Act providing for the sale of the lands, tenements, and water privileges belonging to the United States at and near Harper's Ferry, in the county of Jefferson, West Virginia,' now to be sold on the 25th day of May, 1880, at Harper's Ferry by the undersigned, the Solicitor of the Treasury, in pursuance of the 2d and 3d sections of the act of Congress of June 14, 1878, and of other provisions of law:

No. of Lot.

1. The water-power entire of the Potomac River, as held by the United States, embracing the site of the old armory buildings or musket factory, and all that strip of land and bluff bordering on the Potomac River and lying between said river and the streets and lots as laid down on map of 1869.

The present and half-completed dam of the United States across the Potomac River backs the water far above the present limit of the United States land in that direction. But the Keep Tryste Furnace Tract, binding on the south side of the said river above the falls thereof, was formerly owned by the United States, and thus the title to the falls was acquired while said lands were in the occupancy of the United States. The limit, therefore, of the United States claim to these water privileges is governed by this prescriptive right.

2. The water-power entire of the Shenandoah River, as held by the United States, embracing the site of the rifle factory, with all the appurtenances thereto belonging.

No. of Lot

4. The perpetual right to cut and remove wood from a tract of 1,395 5/8 acres of mountain land, lying on the south side of the Shenandoah River, adjoining the ferry tract.

BLOCK F, ON SHENANDOAH STREET.

1. Sixty-six feet front on Shenandoah street and 166 feet on Wood street, running back to Hamilton street, with front of 35 feet on the same line with No. 2, parallel to Wood street.

2. Two hundred and thirty-one feet front on Shenandoah street, running back with lot No. 1, 145 feet to the Shenandoah Canal and thence with it to Shenandoah street. Brick stable.

BLOCK G, ON SHENANDOAH STREET.

2. Sixty-six feet front on Hamilton street, back with No. 1, 190 feet, and with No. 3, 185 feet, to the Shenandoah River; sides of lot parallel to Tell street. Vacant.

3. Sixty-six feet front on Hamilton street, back with No. 21, 185 feet, and with No. 4, 155 feet, to the Shenandoah River; sides of lot parallel. Vacant.

4. One hundred and twenty-five feet front on Hamilton street, back with No. 3, 155 feet to the Shenandoah Canal, and thence with it to Hamilton street. Vacant.

LOTS NORTH OF SHENANDOAH STREET AND BETWEEN THE SAME AND SOUTH CLIFF STREET.

1. Adjoining Catholic school lot, 106 feet front on Shenandoah street; 110 feet deep and 48 feet on back line. Large stone warehouse.

2. Two hundred and thirty-seven feet front on Shenandoah street, 213 feet front on South Cliff street, and extending from York street on the west to 'Jefferson's Rock Lot' on the east. Stone house.

3. Six hundred and fifty-eight feet front on Shenandoah street, 653 feet front on South Cliff street, and extending from York street on the east to Lancaster street on the west. Vacant.

4. Three hundred and sixty-one feet front on Shenandoah street, 360 feet front on South Cliff street, and extending from Lancaster street on the east to Columbia street on the west. Vacant.

5. Two hundred and forty-four feet front on Shenandoah street, 241 1/2 feet front on South Cliff street, and extending from Columbia street on the east to Gilmore street on the west. Vacant.

7. Two hundred and twelve feet on Shenandoah street, 195 feet front on South Cliff street, and extending from McDowell street on the east to the angle in South Cliff street on the west, and thence with east line of said angle prolonged to Shenandoah street. Vacant.

3

No. of Lot.

8. Two hundred and thirty-six feet front on Shenandoah street, 215 feet front on South Cliff street, and extending from Hall street on the west to the angle in South Cliff street on the east, on the line of lot No. 7, and thence with it to Shenandoah street. Vacant.

BLOCK H, ON SHENANDOAH STREET.

1. One hundred and ninety-two feet front on South Cliff street and 66 feet front on Hall street; sides and ends parallel. Vacant.

2. Sixty-six feet front on Hall street, and running back, with both Nos. 1 and 7, 192 feet to lot No. 4. Vacant.

3. One hundred and ninety-two feet front on South Cliff street and 66 3/4 feet front on Taylor street; sides parallel, and running back to No. 1. Vacant.

4. Sixty-six and three-fourths feet front on Taylor street, and running back, sides parallel, to lot No. 2; back line 66 feet. Vacant.

5. Sixty-six and three-fourths feet front on Taylor street, and running back, sides parallel, to line of No. 7; back line 66 feet. Vacant.

6. Sixty-six and three-fourths feet front on Taylor street, and running back, sides parallel, to line of No. 7; back line 66 feet. Vacant.

BLOCK 1, ON SHENANDOAH STREET

1. Three hundred and thirty-three feet front on South Cliff street, 66 feet on Boundary street, and 66 feet on Taylor street. Vacant.

2. Sixty-six feet front on Boundary street and 66 feet front on Taylor street, with 333 feet in depth. Vacant.

3. Sixty-six feet front on Boundary street and 66 feet front on Taylor street, with 333 feet in depth. Vacant.

4. Sixty-six feet front on Boundary street and 66 feet front on Taylor street, with 333 feet in depth. Vacant.

5. Three hundred and forty feet front on Shenandoah street, and running back, with Taylor street on the east and Boundary street on the west, to lot No. 4. Vacant.

LOTS IN THE WAGER "SIX-ACRE RESERVATION."

27. Thirty-two and one-third feet front on Washington street, and extending back to Potomac street, with a breadth of 31 1/3 feet. Stone house.

BLOCK AA, BETWEEN WASHINGTON AND POTOMAC STREETS.

4. Sixty-one feet front on Washington street, and extending back to Potomac Street, with front of 60 feet. Vacant.

5. Sixty-one feet front on Washington street, and extending back to Potomac street, with front of 60 feet. Vacant.

6. Sixty-one feet front on Washington street, and extending back to Potomac street, with front of 60 feet. Vacant.

No. of Lot.

BLOCK B B, ON WASHINGTON AND BRIDGE STREETS.

2. Sixty-feet front on Washington street, and extending back to Ridge street, with a front of 60 feet. Vacant.

3. Sixty-feet front on Washington street, and extending back to Ridge street, with a front of 60 feet. Vacant.

BLOCK CC, ON WASHINGTON AND CLAY STREETS.

1. Three hundred and fifty-eight feet front on Washington street, 367 feet on Clay street, and 74 feet with lot No. 2. Vacant.

3. One hundred and ninety-four and one-half feet front on Washington street, 194 1/2 feet on Clay street, and 153 feet on York street. Vacant.

BLOCK D D, BETWEEN FILLMORE AND CLAY STREETS.

2. Eighty-three feet on Fillmore street, and extending back to Clay street, with front thereon of 84 1/2 feet. Vacant.

3. Sixty feet front on Fillmore street, and extending back to Clay street, with front thereon of 61 feet. Vacant.

4. Sixty feet front on Fillmore street, and extending back to Clay street, with front thereon of 61 feet. Vacant.

6. Sixty feet front on Fillmore street, and extending back to Clay street, with front thereon of 61 feet; also front on Young street of_____feet. Vacant.

BLOCK EE, BETWEEN SOUTH CLIFF AND CLAY STREETS.

1. One hundred and sixty-eight feet front on South Cliff street, between graveyard and Episcopal church lot, extending back between these lots to Clay street, with front thereon of 179 feet. Vacant.

2. One hundred and seventy-eight feet front on Clay street, running back with lots Nos. 1 and 3, 98 feet to the graveyard, with it, 179 feet. Vacant.

BLOCK F F, ON CAMP HILL.

2. Sixty feet front on Fillmore street, and running back at right angles 137 feet. Vacant.

3. Sixty feet front on Fillmore street, and running back at right angles 137 feet. Vacant.

4. Sixty feet front on Fillmore street, and running back at right angles along Gilmore street 137 feet. Vacant.

5. Sixty feet front on South Cliff street, and running back with Gilmore street 137 feet, at right angles. Vacant.

6. Sixty feet front on South Cliff street, and running back at right angles 137 feet. Vacant.

7. Sixty feet front on South Cliff Street, and running back at right angles 137 feet. Vacant.

5

No.of Lot. BLOCK GG, ON CAMP HILL.

3. Fifty-six feet front on Fillmore street, and running back at right angles 137 feet. Vacant.

6. Fifty-six feet front on South Cliff street, and running back at right angles 137 feet. Vacant.

BLOCK H H, ON CAMP HILL.

6. Sixty-one feet front on South Cliff street, and running back at right angles 137 feet. Vacant.

7. Sixty-one feet front on South Cliff street, and running back at right angles 137 feet. Vacant.

7. Sixty-two feet front on South Cliff street, and running back with McDowell street 137 feet. Vacant.

BLOCK JJ, ON CAMP HILL.

1. Sixty feet front on Washington street, 163 feet on Storer College lot, and 167 feet on lot No. 2. Vacant.

4. Sixty feet on Washington street, 176 feet on lot No. 3, and 181 feet on lot No. 5. Vacant.

5. Sixty feet on Washington street, 181 feet on lot No. 4, and 185 feet on lot No. 6. Vacant.

6. Sixty feet front on Washington street, 185 feet on lot No. 5, and 189 feet on lot No. 7. Vacant.

7. Fifty-two and one-half feet front on Washington street, 193 feet on Taylor street, and 189 feet on lot No. 6. Vacant.

8. Fifty-two and one-half feet front on Fillmore street, and 163 feet on Taylor street and lot No. 9. Vacant.

10. Sixty feet front on Fillmore street, and 163 feet on lots Nos. 9 and 11. Vacant.

11. Sixty feet front on Fillmore street, and 163 feet on lots Nos. 10 and 12. Vacant.

14. Sixty feet front on Fillmore street, and 163 feet on lot Nos. 13 and Storer College lot (No.25). Vacant.

BLOCK KK, ON CAMP HILL.

1. Sixty feet front on Washington street, 195 feet on Taylor street, and 199 feet on lot No. 2. Vacant.

2. Sixty feet front on Washington street, 199 feet on lot No. 1, and 203 feet on lot No. 3. Vacant.

3. Sixty feet front on Washington street, 203 feet on lot No. 2, and 206 feet on lot No. 4. Vacant.

4. Sixty-two feet front on Washington street, 206 feet on lot No. 3, and 220 feet on lot No. 5. Vacant.

No.of
Lot.

BLOCK LL, ON CAMP HILL

2. Sixty feet front on Fillmore street, and 207 1/2 feet on lots Nos. 1 and 3. Vacant.

3. Sixty feet front on Fillmore street, and 207 1/2 feet on lots Nos. 2 and 4. Vacant.

5. Sixty feet front on Fillmore street, and 207 1/2 feet on lots Nos. 4 and 6. Vacant.

6. Eighty-nine feet front on Fillmore street, 209 feet on Boundary street, 64 feet on lot No. 7, and 207 1/2 feet on lot No. 5. Vacant.

7. Two hundred and nine feet front on Boundary street, 39 feet front on South Cliff street, 64 feet on lot 6, and 207 1/2 feet on lot No. 8. Vacant.

8. Sixty feet front on South Cliff street, and 207 1/2 feet on lots Nos. 7 and 9. Vacant.

9. Sixty feet front on South Cliff street, and 207 1/2 feet on lots Nos. 8 and 10. Vacant.

10. Sixty feet front on South Cliff street, and 207 1/2 feet on lots Nos. 9 and 11. Vacant.

11. Sixty feet front on South Cliff street, and 207 1/2 feet on lots Nos. 10 and 12. Vacant.

12. Sixty feet front on South Cliff street, and 207 1/2 feet on Taylor street and lot No. 11. Vacant.

BLOCK MM, ON CAMP HILL

3. Sixty feet front on Fillmore street, and 207 1/2 feet on lots Nos. 2 and 4. Vacant.

7. Fifty-two and one-half feet front on Fillmore street, 207 1/2 feet on Taylor street, and 207 1/2 feet on lot No. 6. Vacant.

9. Sixty feet front on South Cliff street, and 207 1/2 feet on lots Nos. 8 and 10. Vacant.

BLOCK H, ON CAMP HILL

7. Thirty-nine feet front on Ridge street, 132 feet on lots Nos. 6 and 8, and 47 feet on Methodist Episcopal parsonage lot. Sold in 1852, but not paid for. Vacant.

BLOCK 1, ON CAMP HILL

4. Sixty feet front on Washington street, and running back 132 feet. Vacant.

13. Sixty feet front on Ridge street, and running back 132 feet. Vacant.

7.

No. of Lot.

BLOCK J, AT UNION SQUARE.

6. Seventy-nine feet front on Washington street, 86 feet on Union Square, 101 feet on lot No. 5, and back line 93 feet. Vacant.

10.)
11.) Each 60 feet front on Ridge street, and running back
12.) 132 feet. Vacant.
13.)

BLOCK 1, ON SOUTH SIDE OF RIDGE STREET.

5.) Each 60 feet front on Ridge street, and running back 132
6.) feet. Vacant.

BLOCK N, BETWEEN RIDGE AND PUTNAM STREETS.

3. Sixty feet front on Ridge street, and running back 132 feet. Vacant.

8. Sixty feet front on Putnam street, and running back 132 feet. Vacant.

BLOCK O, BETWEEN RIDGE AND PUTNAM STREETS.

9 1/2. Forty-five feet front on Putnam street, and running back 132 feet.

BLOCK P, BETWEEN RIDGE AND PUTNAM STREETS.

6. Sixty feet front on Ridge street, and running back 132 feet. Vacant.

14.). Each 60 feet front on Putnam street, and running back 132 feet.
18.)Vacant.

BLOCK Q, BETWEEN RIDGE AND PUTNAM STREETS.

8.)
1.)
2.) Each 60 feet front on Ridge street, and running back 132 feet.
3.) Vacant.
4.)
5.)
15.) Each 60 feet front on Putnam street: Lot 15 running back 132
17.) feet; lots 17 and 18 a slightly greater distance, owing to curve
18.) in street. Vacant.

20. Small corner lot, 60 feet in width on lot No. 1, but cut obliquely by Taylor street, on which it has a greater front. Vacant.

BLOCK R, NORTH OF RIDGE STREET.

1.)
2.)
3.) Each 60 feet front on Ridge street, and running back 132 feet.
4.) Vacant.
5.)
6.)
7.)

8

No. of Lot.

8. Seventy-eight feet from on Ridge street, and running back, with Taylor street and lot No. 7, 132 feet. Vacant.

BLOCK S, NORTH OF RIDGE STREET.

2.) Each 45 feet front on Ridge street, and running back 132
3.) feet. Vacant.

4. Forty-two feet front on Ridge street, and running back 132 feet. Vacant.

5.) Each has 43 feet front on Ridge street and 132 feet on Jackson
6.) street. Vacant.

BLOCK T, NORTH OF RIDGE STREET.

4. Sixty feet front on Ridge street, and running back 132 feet. Vacant.

BLOCK U, NORTH OF RIDGE STREET.

1. Forty-one feet front on Ridge street and 132 feet on Columbia street. Vacant.

4. Sixty feet front on Ridge street, and running back 132 feet. Vacant.

BLOCK V, BETWEEN PUTNAM AND VAN WERT STREETS.

1.)
2.) Each 60 feet front on Putnam and Van Wert streets, varying
3.) in depth from point as streets diverge. Vacant.
4.)
5.)

BLOCK TWO (2), BETWEEN VAN WERT AND NORTH CLIFF STREETS.

3. One hundred and twenty-five and a half feet on Van Wert street; 148 feet on North Cliff street; 330 and 380 feet deep; contains 1 acre, 4 perches. Vacant.

6. One hundred and sixty-five feet on Van Wert street; 170 feet on North Cliff street; 594 and 627 feet deep; contains 2 acres, 1 rood, 10 perches. Vacant.

K. RAYNER,
Solicitor of the Treasury."

Washington, D. C., National Archives, RG 121 Public Buildings Service Harpers Ferry Case No. 155 (ms), (Letter, John Koonce, Harpers Ferry, W. Va. to Solicitor of the Treasury, December 28,1880).

"Harpers Ferry, W. Va. Dec. 28/80

Hon. Sir:

In reply to yours of the 27th the Front Room south side 17 1/2 x 15.3 used as Post Office by Alexander Fossett. Pays Quart /er/ly. Comm/encing/ Feb. 1st has paid up to October 31st 80.

Room back of Post Office south side 17.4 x 15.3 used by Mrs. Trail. Passage 7 feet 2 in Wide stairs running up to second floor. Two Rooms. North side 18 x 15 front room 17 x 15 Back room, folding doors used by Board of Education for school. Pay no rent. President of the Board T. A. Kirwan. These 4 Rooms are on first floor main Building sealing /sic./ 11 feet 9 in high. This is inside measure.

Wing or back Building Kitchen 20.3 x 17.6 sealing /sic./ 10 feet. Small room or Pantry 9 x 5. Basement Kitchen 20.3 x 17.3 is damp used for coal. Second floor of Wing 2 rooms, 15 x 9.4 and 14.10 x 10. Second floor south side 2 rooms 17.4 x 15.8 and 17.6 x 15.8. Hall room 13 x 7.3. Used by Mrs. Trail. Pays by the Quarter. Paid up to October 31/80.

/2/

Front Room se/cond/ floor 18 x 15 used for Council room & Mayors office by the Corporation. North side Back room se/cond/ floor -- 17 x 15. Used by Rev. Campbell. Pays when convenient but rented by the month. Owes two months, $2.00. The Building is in fair condition with the Exception of the frount /sic./ spouting which was broken down this last snow & the back poarch /sic./ of the Wing wants a new floor. Hoping the discription /sic./may be satisfactory the Building is cared for by the Mayor & Council J. H. Hartgrove told me this morning he would take his horse out of the Watch House today. G. C. Johns says that he received a letter from you stating that he must pay some compensation & wanted me to set the price. I refused told him I had no authority to do so. Mr. Z. D. Butt will be down tomorrow & will see you about it so says Johns.

Yours etc.

/Signed/ John Koonce

"48th Congress,) HOUSE OF REPRESENTATIVES. (Report
1st Session.) (No. 1525.

SALE OF UNITED STATES LANDS AT HARPERS FERRY WEST VIRGINIA

May 7, 1884.-Referred to the House Calendar and ordered to be printed.

Mr. Dibble, from the Committee on Public Buildings and Grounds, submitted the following

REPORT:
/To accompany bill H. R. 1628./

The Committee on Public Buildings and Grounds, to whom was referred the bill (H. R. 1628) authorizing and directing the sale of the real estate and riparian rights now owned by the United States at Harper's Ferry, in the State of West Virginia, having had the same under consideration, report it to the House with the recommendation that it pass. The buildings formerly used as workshops, armory, and arsenal at Harper's Ferry having been destroyed during the war, the Government abandoned the property for public uses, and Congress having obtained the opinion of the Attorney-General that the United States had a fee simple title to the same, passed an act December 15, 1868, directing the Secretary of War to make sale at Public auction of the lands, tenements, and water privileges belonging to the United States at or near Harper's Ferry. In pursuance of this authority the Secretary of War sold said property on November 30 and December 1 and 2, 1869, consisting, 1, of the water power and grounds on which the arsenal, armories, and factories formerly stood; 2, an ore bank; 3, a ferry privilege; 4, a large number of lots. The total amount bid for said property was $297,803.50, of which the water power and the property connected therewith brought $206,000. The sale was upon credit, and it eventually appeared that the chief item, the water-power, was bid in by a company of irresponsible speculators, who took no steps toward using or improving the property, and defaulted in the payment of their bonds. After several years' delay, during which a disastrous flood reduced its value, and that value otherwise steadily depreciated, the Government was unable to collect anything on the bonds and was compelled to enforce its vendor's lien, and bought back said property at a mere fraction of the original price. Moreover, the 240 lots sold to private individuals for the aggregate of $73,303.50 had been bought on the faith of the

improvement of the water-power and consequent restoration of some measure of prosperity to the town. This having failed, the purchasers, who were generally the poor people of the vicinage, were except in a few cases, unable to comply with the terms of purchase, and Congress finally came to their relief by act passed June 14, 1878, authorizing the Solicitor of the Treasury to cancel their contracts and release the purchasers. Thus, after ten years the Government became again seized of almost all the property it had sold, greatly diminished in value. The same act authorized

2. SALE OF UNITED STATES LANDS AT HARPER'S FERRY, W. VA.

the Solicitor to resell the whole or any part of said property or to lease the same for a term of years. Any effort to sell under this authority is greatly hampered by the fact that the value of the property has become so shrunken and speculative that as long as the sale remains in the discretion of any officer, it imposes an embarrassing responsibility upon him to judge whether the price is really an advantageous one. The object of the present bill is to effect an early sale of the property and relieve from any such embarrassment, by making the order for sale peremptory in case a minimum limit is reached, and at the same time providing that it shall only be made at public auction, after, full and fair advertising, and at open competition. This is at once for the interest of the United States and of the locality itself, where recuperation and prosperity are totally repressed by the continued disuse and desolation of this property.

The Government is incurring expense by holding on to property which it declines to use for any purpose, while its value is steadily diminishing upon its hands. It is also a matter of sheer justice to the State of West Virginia and to the particular locality that this large area of property in the very heart of the village of Harper's Ferry, abandoned and in ruins, exempt from the taxation, and by its very abandonment repressing all prosperity and almost destroying the value of contiguous private property, should be as soon as possible transferred to ownership which will improve it, develop its capabilities, and subject it to its equitable share of local burdens.

Moreover, your committee deem it equally impolitic and unjust for the Government, after ceasing to use property for the public purposes for which it was acquired, to become a lessor thereof to private individuals, for the erection of works which would be tax free. The legislature of West Virginia has pas ed a joint resolution asking for the sale of this property.

Your committee therefore, looking to the interest of the Government, and to the rights of the State wherein the property is located, recommend the passage of this bill, with the following amendments:

In Section 1, line 7, of printed bill, after the word "reservation" insert the words "except as hereinafter provided."

Add to section 1 the following proviso: "Provided, that the propertyshall not be sold for a less sum than twenty thousand dollars."

Add to section 2, the words: "but so that at least one-third of the purchase money shall be paid in cash, and the credit portion shall bear interest at the rate of six per cent. per annum."

Insert in the bill as section 3 the following:

"SEC. 3. That upon the compliance of any purchaser or purchasers of the whole, or of any parcel purchased as aforesaid, with the terms of sale, such purchaser or purchasers shall be let into possession of the premises so purchased; and upon full payment of the purchase money, and interest (if any be due), the Solicitor of the Treasury, for and in behalf of the United States, shall make, seal, and deliver to the purchaser or purchasers good and sufficient deed or deeds, conveying all the right, title, interest, and estate of the United States in the said property, or parcel thereof, as the case may be, in fee-simple."

Insert section 3 of the original bill as section 4. "

Bolivar, West Virginia, Coll. Miss Cassandra Dittmeyer. Unsigned, undated manuscript. This copy transcribed here was made from a typescript prepared for John T. Willett and has not been collated with the original.

Harper's Ferry

"Nowhere can be seen more painful evidences of the effect of our years rebellion than at this far famed place. Nothing is left there that the fury of war could destroy. The work of God, a part of his six day's labor, - the bold, whild, grand scenery; the roar of the Cohongaroota (not the Potomac)! The Bolivar, Maryland, and Shenandoah Heights; the break through the mountains at the time of the Deluge; the 'rising sun' scene throwing a golden hue on Jefferson's Rock, and the surrounding mountains, still remain as they came from the Divine Hand, to feast the eye of the traveler, the antiquarian, the artist and scholar.

The sieges, the cavalry and infantry combats, the cannonading, the bomb, the sword and torch have left it a mass of ruins, and were it not for the arrival and departure of the cars, everything would be as silent as one of the lost cities of antiquity.

The armory's bells no longer call the stalwart artizans to their daily toil; the hammering, the boring, grinding, welding and polishing are no more seen; the invention of James Greer for cutting screws; the greater invention by Thomas Blanchard, another of the workmen, for stocking guns and turning irregular shapes are motionless and quiet; the great driving machinery lies powerless; and the armorers are not longer to be seen 'with clink of hammers closing rivets up.'

All this is at an end, and as far as the government is concerned, perhaps forever; as it is said Congress do not intend to rebuild or establish it again as a place for the manufacture of arms. This determination must force the people of Harper's Ferry and those in the neighborhood to look in the future to private enterprise; and there is no location in this whole region of country where manufactories of every description could be carried on more successfully. It is not worth while

at this early date to dilate on the many advantages of United States property at the Ferry as the seat of a great manufacturing point. Time and the final action of Congress will decide that, and other questions that may arise.

This question is often asked 'when will Congress offer the Harper's Ferry property for sale.' This the writer can answer satisfactorily by stating that the United States can sell as soon as the Government acquires such a title from Robert Harper's heirs as will enable it to give fee-simple titles to those who may purchase the same. The Wager family, heirs to Robert Harper sold in the year 1796 to George Washington, then President of the United States, and to his successors in office forever, the Harper's Ferry tract of land for the use of the said United States, and for no other use or behoof whatsoever.

Such was the understanding, and as the property would have commanded at that time thrice the sum paid by the Government, the heirs one and all refused signing the deed as prepared by the counsel of Tobias Lear, Secretary and Agent of George Washington, until they got the opinion of Arthur Shaff of Frederick Town in Maryland that that deed secured to them the property in case it was ever abandoned by the general Government, and under no circumstances could it be diverted to private uses without their consent. If the government could sell that property now, it could have sold at any time after making the purchase, and neither would the administration of Washington, John Adams, Jefferson, or Madison entertained for a moment propositions for stores, hotels, shops, ets., always declining on the ground that the government had no rights there beyond the manufacturing of arms, or for national purposes.

Suppose the Government had, in violation of the contract, offered for sale, a month after the purchase a ferry privilege? - that privilege alone would readily have commanded twenty thousands of dollars, as the receipts from the Ferry were very large, Harper's Ferry then being the great highway to the valley of Virginia, Kentucky, Tennessee, North and South Carolina, and Georgia. There can be no question of doubt that this property was transferred to the Government at less than one

third its value (some seven thousand dollars) to keep it out of private hands to add to the revenues of the ferry, and with an eye to the prospective increase in value of the part known as the 'Wager reservation'. This view of the case was known and so understood by all the intelligent people then living in the surrounding counties.

With these few prefatory remarks the writer wishes to give something of the early history of Harper's Ferry; and a sketch of the life and times of the first regular settler, Robert Harper, who obtained his patent, and title to the land from Thomas, Lord Fairfax, the Baron of Cameron, of Scotland, in the kingdom of Great Britian. The most authentic history we have of it commences about the year 1719. It was then known as the 'Hole' and every thing relating to it before that date is merely 'hearsay' - hence of doubtful authority.

The first person who took up his abode at the 'Hole' was Peter Stephens, a squatter, one of a party formed by Joist Hite, a German, who had settled some years before in Lancaster County, Pennsylvania. He was a practical farmer in all its branches and a superior judge of land. This Hite had gone into the Valley that year, 1732, with his family and others of his party, numbering some fifty persons for the purpose of 'entering or taking up' many tracts of those very rich lands, the report of which was spreading wide in the colonies as well as in the Mother country. He took possession of immense bodies of the very choicest lands which he claimed under the Indian fasion of title, being a 'tomahawk blaze' on the trees around each tract. The grant from King Charles the Second to the Lord Proprietor only allowed a certain number of acres to each man with a family, under the clause 'of occupation, cultivation and possession:' but Hite entered a maximum tract in the name of every man, woman and child in his party. This created great dissatisfaction and bickering during the next year or two, between those who desired to settle under regular permits from Bryan Fairfax and Burden, the agents of Lord Fairfax, and the Hite party. The result of this controversy was settled by many law suits against Hite, and he lost about one third of his entries, the present Harpers Ferry tract being one of them. However Stephens continued in

undisturbed possession of it for thirteen years afterward.

'Peter in the Hole' as he was called had a history; and a charming little column it would make, particularly for youths fond of hunting, trapping and fishing. He was an adept in all, although he did not pursue them as a pleasure, but as one of his means for supporting his family, consisting of himself, wife and three children. Game as meat and food for man was plentiful, such as the buffalo, elk, bear, deer, - wild turkeys and smaller birds of every kind in season; the Potomac and Shenandoah afforded an abundance of fresh water fish, and his traps yielded largely from the furs of the minks, weasel, wildcat, musk-rat, etc. His furs and skins he would exchange for lead, powder, shot, hooks and lines, with pack horse men and peddlers from 'Baltimore Town' as they chanced to pas by on their way up the Valley which was about one a month. The principal pack man was named Peter Hoffman. He and Peter Stephens became extremely intimate and they were commonly known as the 'two Peters.' The canoe and horse boat made by Stephens with his own hands afforded him some ready money; his cabin, garden, and little orchard, three acres of meadow, with some corn patches, closes his inventory at the Hole. Neighbors were few and far between - the nearest living three miles distant. He was Esquire Thomas Hamilton, a Scotch farmer and gentlemen from Ayrshire, and from reading about it had determined to immigrate and settle in the Valley of Virginia, which he did in the year 1740. The next lived four miles up the Shenandoah. His name was Billy Billy Sheeler, at whose settlement there was a noted spring, known ever since as 'Sheeler's spring.' Further up the Valley where Hite and others settled it was much more thickly populated. Peaceful and happy, 'far in a wild unknown to public view' Peter and his little family attended to their daily pursuits without concerning themselves about the world or how it moved. That they lived peacefully none can doubt as there was not a human being near them to quarrel with them and the arrival of a traveler at the Hole created quite a commotion among the population at large, - consisting of five person all told.

Peter Stephens though not a German had lived so long with them in Pennsylvania and marrying a German girl that he spoke their language better than he did his native tongue. He was kind hearted, full of jokes and something of a wit; always

playful, metty and in good humor, - with all his personal appearance was very prepossessing, and in short, was just the man for the times, - the people and the place. No wonder, that his name was spreading popularity far and wide; he could collect more men within a circle of ten miles to assist at a 'log raising' than any dozen others, and was always ready and on hand to give the new comers a lift.

We must not forget to mention his wife, the motive power of the Hole, whose house of 'entertainment' was the perfection of neatness, and famous for cornbread and milk - bacon and eggs - buckwheat cakes and maple tree molasses. His neighbor, Esquire Hamilton, years after, told many of Peter's sayings that were witty and laughable.

It is to Mr. Hamilton we are indebted through his son and the grandchildren for much of what is known of Peter. He tells of himself that when he arrived at the Hole in pursuit of a Valley home it was a rainy day in April, he and his horse were very much fatigued, and he asked to be entertained for the night. Consent was readily given; he set by the fire all the evening drying his clothes, and after supper retired to bed in the loft. In the morning he went to the door to take a look at the clouds; to his discomfort it was still raining, and the clouds looked dark and glowering. As he was using the basin, towel and comb, he saw Peter coming from the stable and Mr. Hamilton accosted him thus - 'My friend, does it always rain this way here?' 'Oh no' says Peter, 'it some times snows and hails.' After a short pause he asked him again what he did to himself in such rainy weather. Peter was ready with his answer. 'Well I don't do much, but generally let it rain on.'

Mr. Hamilton was rather depressed in spirits owing to his unpropitious entry into the Valley, it being so different from what he had heard and read of its climate. His first thought was to return to Philadelphia where he had left his family with a view of settling either in Pennsylvania or Maryland, but the weather clearing off beautifully and a long talk with Peter induced him to remain and buy 'a good right' of three hundred acres within three miles of the Hole. In the following July we find Peter and others engaged in getting out logs to build a house for the 'new-comers.'

As we shall often have to introduce the name of Mr. Hamilton in the course of this narrative it will not be out of place here to state that he was the elder brother of Gavin Hamilton, the intimate friend of Burns so frequently mentioned in his poems. The following lines taken from Robert Burns dedication to Gavin Hamilton apply with equal force to Esquire Hamilton, his brother in the Valley.

(See Footnote.) 'As master, landlord, husband, father,

'He does not fail his part in either.

.....

'That he's the poor man's friend in need;

'A gentlemen in word and deed.'

The land of the neighborhood except a choice tract like Mr. Hamilton's attracted but little attention. All eyes were looking at the level land a few miles further west; and the idea of establishing a regular ferry at the Hole for anything more than foot-men although it was called the 'high-cut' never entered into the mind of any one at that time. The principal ferries for crossing families with Wagons were from five to ten miles up either of the rivers. For this and other reasons, and the very mountainous country around it, caused immigrants to hesitate in settling about there.

In the year 1747 Peter Stephens was introduced to a traveler on his way up the Valley, a Mr. Harper of Philadelphia.

It is at all times pleasant to dwell on the life and character as such a man as Robert Harper, whose energies were all devoted to the improvements and comfort of his race. He lived more for others than for himself, and had his actions been more exposed to public view than they were he would have been considered, as he really was, one of nature's noblemen and an ornament to mankind.------

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Mrs. H. of Frederick County, Maryland, says that this Gavin Hamilton was not a brother, but a nephew to her Grandfather.

Let us begin his history.

Robert Harper was born in the city of Oxford, England, early in the last century, about the year of 1703, and in his youth was apprenticed to an 'architect, house and mill builder' which business he, in his manhood pursued. Nothing of his parents is known, though we suppose they were in easy circumstances from the fact that, they had to pay thirty guineas' as a bonus for learning him his profession.

About the time, say 1735, when Philadelphia was gradually throwing off the modesty of a small seaport town, and assuming instead the 'proportions, airs and graces' of a commercial city, he, his brother, Joseph with quite a number of others in Oxford having heard of its rapid growth formed a company for making it their future home, - they were mostly of the Church of England, Episcopalians. All the while large numbers from London, Leeds, Bristol, Oxfordshire, and Derbyshire, were forming companies to settle in the colonies, Most of these were like the founder of the colony of Pennsylvania, William Penn, followers of George Fox of Drayton, of the Society of Friends, or Brotherly Love, better known as Quakers. They all settled in Philadelphia except the agricultural portion of the Quakers; they dispersed, some going to Chester, others to Lancaster, Bucks and York counties in Pennsylvania, whilst not a few, and those the wealthiest, went direct to the Valley of Virginia, where they made a settlement near the Opequon, one of the branches of the Potomac river, ever since known as the 'Apple Pie Ridge'. It is proper to state there that there were about forty families of these most respectable people who settle some few years after in Loudon County, Virginia. It was then called and always known as the 'Quaker settlement'; the leading men among them at the time were the Janney's, the Williams's, the Hough's, the Steer's, etc., etc. This community were from Lincolnshire and Yorkshire and were called, as time rolled on, graziers, their crops being generally grass, corn and oats, and other grain sufficient for their home consumption. The Settlers on the Apple Pie Ridge were known as farmers; for the reason that their staples were fruit, wheat, rye, and other cereals that paid a profit in Baltimore or Belhaven, now Alexandria.

Mr. Harper settled permanently, as he thought at the time in Philadelphia, and soon discovered that his business and pursuits were greatly needed in that growing young city. In the first year his expectations were more than realized. He gave much satisfaction in alterations and improvements, made under his directions, in dwelling houses that were badly planned; and the building of 'Burby's Mill' established a reputation as a man skilled in his profession. He pursued his business energetically and prosperously for the space of ten years; after which, a reverse of fortune overtook him, and as he often told his friends, that 'everything went wrong at that time.' The fact was that he had overreached himself in attempting too much, a bad title of his most important land purchase, and his efforts to build on his own account a church in Frankford, then about six miles from the city, greatly embarrassed him. He named it after his native city in England, the 'Oxford Church.'

In the course of the year 1740 he settled up all his business except that of the church, and determined to leave Philadelphia forever. A truthful account of his eleven years residence in that city would spin out his narrative to too great a length; but it would be well worth the while from his knowledge of the people at that early date, and the number of interesting incidents he related to the end of his life.

From the wreck of his fortune after a settlement with his creditors he had left about four hundred guineas, and bowed down with trouble, was looking after a new home. His first idea was to return to England but to this his wife objected, she being a Miss Rachel Griffith, and a native born Philadelphian. He then wavered between Charleston, South Carolina, and Albany, New York, and finally determined to take up his residence in Charleston, and with that intention was making his arrangements to leave by the first seagoing vessel. This determination greatly distressed his brother Joseph, who had but a few months before married Elizabeth Russell. Joseph had been of great use in all business affairs to his brother Robert, in short, had been his agent, in all building contracts. The highest art in mechanics known at that time was 'ornamental wood carving' and this trade Joseph studied under a Tuscan who had settled in

Oxford, His parents as in the case of his brother, had to pay quite a large sum for learning him this art.

About the time he was preparing to leave for Charleston there was being held in Philadelphia a general meeting of the leading Quakers in the Colonies and he never thought for a moment that that convocation could by a possibility interest him in any manner. But strange to say it changed his purposes and views, even to fixing his destiny, as three of the most prominent in the Society, friends Walker, Fawcett, and Steer, called upon him (whom they found busily engaged packing up his household goods preparatory to sailing) with the view of offering inducements for him to settle in the Valley. Walker and Fawcett were delegates from Apple Pie Ridge and steer from the Quaker Settlement in Loudon County. Friend Walker who remembered as having been a passenger in the same ship - the 'Morning Star' from London in the year 1735.

We will now let Mr. Harper speak for himself, or 'I will tell you his story as it was told to me,' with as much accuracy as possible, learning it from history, anecdotes, and family tradition handed down for more than a hundred years.

Mr. Harper's Story.

It was a beautiful October afternoon in the year 1746 while packing up for my departure that a knock at the door announced three gentlemen. I immediately went to the front room, and one of them called me by name, saying, 'Friend Robert allow me to make thee acquainted with my friends Fawcett and Steer. We have heard since coming here of they intention to remove to Charleston in South Carolina; and if thy will can be changed at this late hour, as we see thee preparing to leave, we beg thee to think of the proposition we were directed to make to thee before leaving home. We know that thou art well skilled in building mills and of which we are greatly in need in the Vallye of Virginia. We went yesterday to see Friend Burby's Mill, found it to run very smoothly; the wheel though an under-shot has great velocity and power of force; the like we wish built in our settlement, and here is Friend Steer charged to employ thee for just such another for his people in Loudon,

fifty miles distance from us. Thee has no doubt heard of our part of the country. It is rich in soil for grain growing, with a very fine climate, and must certainly open a great field for one having thy trade; and if thee will abandon Charleston and go with us we think thee will not regret it. We will give a fair price and pay thee in English money'.

I listened to their arguments and asked all questions required for a mutual understanding. After two hours spent interchanging views I consented to take my family to the Valley in the spring, at which time, they proposed my coming.

I invited them to spend the evening being anxious to talk over Oxfordshire affairs and the 'Morning Star's' voyage with Friend Walker to which they declined as they had to attend a night meeting on very important business, however, we arranged to visit Burby's Mill early the next day. If there ever was happiness it was in my house the next night. We all made quite a room full and every one delighted at my changed views, for my brother and my wife's family were almost broken down with grief at the fear of never seeing us again on earth if we went to Charleston. A residence on the Opequon among the Quakers, as they thought not going out of the world and that perchance they might hear from us again at least once in a year when the friends met in Philadelphia and they all had great faith in a country inhabited by such quiet, wealthy, and respectable people.

The next morning I arose early, cheerful and happy; the more I thot over it the better I was pleased, as it almost made sure a comfortable living for my family and might place me in my former circumstances. Again, the class of men I had to deal with gave assurance of substantial reality, - as they used to say in Oxford 'a Quaker's nod is no common Bond'.

We went on horseback to the mill where we were joined by Friend Burby who appeared much pleased at my determination to settle among his friends in Virginia and from whom they had gotten their information about me soon after their arrival in the city. After examining the mill we closed all further business, even to the best route for me to take in my journey

to the valley. We rode back to Friend Walker's lodging; a friendly shake of the hand, the kindly 'fare thee well' closed the interview, and the next day my Quaker friends were on their way home.

Not wishing to unpack my furniture and clothing.I removed immediately into my brother Joseph's house; being determined to have no care on my mind the coming winter; and await patiently the coming spring. During the winter I had many calls from mechanics and others desirous of going with or following after me if my reports of the country were favorable. The winter passed off quietly; the most of my time being devoted to testing the difference of force of water between and over-shot and an under-shot wheel; the improvements I intended to introduce in the gearing of mills; also the advantages to be gained by daming near affluents, and other things to enable me to give entire satisfaction in the erection of a model mill on the Opequon.

The long wished for March found me prepared for the journey, on the morning of the tenth I mounted my horse at the door surrounded by many friends to bid me adieu, and a safe arrival. Shaking hands, a full flow of tears - the final good-bye, and with a light heart I left Philadelphia. The obstacles to my pleasure were bad roads, swollen creeks, and the difficulty of getting good stopping places at night. The best I met with cost me nothing, being invited by respectable farmers on the road to spend the night with them as their guest. After six days travel I arrived at a small settlement, with some dozen houses called Frederick Town, in Maryland, where I spent the remainder of the day. About dusk there arrived in this village a German peddler named Peter Hoffman from Baltimore Town, riding one horse, and leading two others packed with all sorts of goods, suitable to the wants of the people on his route to the Valley. His arrival produced a great sensation, and in a short time children and others called to ask him if he 'was going to unpack in the morning.' His answer was, 'yes besure, with a grant stock.'

After I had retired to bed who should come stumbling about the room in the dark but the pack-merchant; and, as he had noticed me at the supper table appeared to be anxious to find out my business. Nothing daunted, he put such questions to me in his broken English as would enable him to do so. All

of which I answered quite to his satisfaction. When I told my residence was in Philadelphia, and my name Harper, the whole mystery with him was explained; he asked me without wishing to be considered inquisitive if I was not the great mill builder going to 'pilt a mill for the Quakers' as he had frequently heard so during his monthly trips to the Apple Pie Ridge; to which I answered that is my business and expected to do so. He then asked me the route I was going to take, and in answer to this question told him that my direction was to cross the Potomac a few miles above Antietam Creek. He said 'Oh, no you must go with me the nigh-cut and I will show you the grantest place you ever did see at the Forks of do rivers.' After describing the residence of Peter in the Hole, and the stronger agrument that it was eleven miles nearer I consented to go with him. Both being much fatigued we went to sleep. By time in the morning he was up ready to supply his customers who were fast gathering about the little Inn, and after closing his sales we started on our journey of twenty miles for the day. On the way I found my new friend to be a kind-hearted, honest, jovial, well-meaning man of good judgement and excellent sense. His description of the Valley, its future prospects, productiveness and climate, all of which I listened to with great interest, made me cheerful and well pleased with prospects ahead: and again, he spoke in the highest terms of the Quakers on the Opequon as being fine farmers, liberal, wealthy and intelligent. He talked much about the Hole and his ideas were based upon principles, its nearness to the Atlantic cities, its natural outlet from a great growing region its water power, with other advantages were given with much force and reason; and he further told me that, he thought Peter Stephens would sell 'his right,' as he just had his eldest daughter married into the Hite family not many miles from the Quakers. His conversation greatly interested me, so much so that it appeared to make our ride both short and pleasant, and the close of the day found us under the 'pinnacle rock' (see footnote) on the Maryland side of the Potomac, waiting patiently for

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(Note--The "Pinnacle Rock" is not the highest point on the surroundings of Harper's Ferry, but it is so-called in the Manor Survey in Lord Baltimore's grant to Sample.) (The writer.)

Stephens frail boat to row us over to the Virginia shore, then the quiet residence of Peter in the Hole.

After we cros ed the river and reached the cabin the two Peters had much conversation. Hoffman asked Stephens if he was expected and the later answer 'oh, yes, many will be here to-morrow.' Much of their conversation, although spoken in German, I discovered was about myself and how I would make the Valley flourish. I began to think 'that a great mill builder all the way from Philadelphia' must be something more than common.

As soon as the gray of the morning was peeping through the little East window I arose from my bed, dressed in haste, and in a few minutes was ascending the nearest mountain. After gaining the summit I stood almost speechless for awhile, and then exclaimed to myself, 'O Thou Great Being above, whose hands but Thine could have created so much sublimity and grandeur?' Everything the eye could rest upon looked wild, rugged and in a rude state of nature. Great was my astonishment that so few had ever heard of the place; greater still that such grand scenery, with water power unsurpassed should lay there neglected and unknown. Of all the places I had ever seen on earth it was the best calculated to make me a happy home and from that moment was not the inducement, but I saw, looking through the vista of time vastly more in it than a generous support of my family in its great water power. A tin horn called me to breakfast, which summons I obeyed and after it was over my friend began unpacking his goods, as his customers, true to the appointed hour were fast gathering. I conversed with several of them wishing to know how far they lived, when two little girls answered 'beyond the Blud Ridge, six miles.'

I left Mr. Hoffman, his goods and customers for a long stroll over the mountains and through the wilderness; was absent much longer than I intended, and on my return to the house, found that he had dined and was waiting for me to take our departure. I hesitated and then said, 'Mr. Hoffman, if you will excuse me and Mr. Stephens will consent it will give me pleasure to remain here awhile longer.' Mr. H. looked rather pleased than disappointed and answered 'oh, pesure, Peter will like it. I tink you better puy the Hole and bilt a great mill and it

will make you so much money as you please.' This remark convinced me that they had anticipated my intention although I had not said anything about buying to either although it opened the way for negotitation.

My friend with his moving merchandise bid us farewell with a promise from me that we would meet on the Opequon in a few days. An hour or two after he left us I proposed to Stephens to buy out his claim to the land, being one hundred and twenty-five acres, with his ferry privileges. He told me as his wife and children were anxious to go further up the Valley among their relatives that he would sell provided he got his price. He said sixty guineas. Not wishing to appear too willing to give it, I offered him fifty; to which he shook his head saying - 'no, if I don't get that I will be buried here'.

Well, says I, Friend Peter I will give you the sixty guineas, although it is a large sum considering you have no title from his Lordship the Proprietor. Let me state that all the particulars were told me by Mr. Hoffman during our ride from Frederic Town; he laughed at the idea of 'Fairfax' as he called him, having any claim to it whatever. His hatred for the 'Fairfax tribe' was intense, and said, 'they would cheat the devil if he was fool enough to deal with them.' The bargain being concluded Stephens and myself went the next morning to the district magistrate, Esquire Hamilton, to draw up the 'title bond'; and, after he had prepared it, I counted the purchase money on his table with the bond in one hand and the other on the money, he requested us to rise: - and addressed us as follows, 'Peter Stephens you have sold your possession rights as herein described to Robert Harper, a citizen of Philadelphia, and I now hand you the purchase money. Robert Harper as you have complied with the terms as herein expressed, I hand you the title bond, and charge Peter Stephens to put you in full possession of the same without further notice within one month from March 18, 1747.'

As soon as Esquire Hamilton had thrown off his official dignity I never met a more agreeable gentlemen and he welcomed me very handsomely and we were soon friends. He from Scotland

and I from England; and we mutually agreed to be social neighbors. He gave me much encouragement by stating that my success in the Valley was beyond doubt.

Peter Stephens, myself and Esquire Hamilton with us, we started back and when we had dismounted and gone into the house, the Squire said 'well Mrs. Stephens, here is the Landlord, as this is no longer the Hole but now Harper's Ferry'.

Esquire Hamilton who was perfectly familiar with the property requested me to walk with him to see a singular rock and while we were together gave me much valuable information. Among other things he advised me to go to 'Green-way Court Manor' and enter a patent under 'Lord Fairfax's Grant from the Crown,' and that would settle all difficulties, as there were several between Burden, the Lord's business agent and Stephens; he also voluntarily offered_____ _____ness agent and Stephens; he also voluntarily offered me a letter of introduction by Bryan Fairfax. Fortifying myself with the letter I left two days after for Green-way Court, a distance of some thirty five miles. After presenting my introductory document I was introduced to all the family and most heartily welcome.

Having but little time to devote to private conversation I commenced the subject of my business and soon discovered that I should have but little difficulty, after paying the small sums they claimed of Stephens as they were very desirous of getting rid of him, and appeared to be very well pleased at the idea of my settling on their 'grant.' Burden entered my name in his book, saying the patent would be sent me as soon as the land was surveyed, and run out of metes and bounds; which might not be done for some months, as there was no surveyor at that time; but he added, 'that shall make no difference to you as you have complied with the terms.' Having closed my business quite to my satisfaction, I left Green-way Court with the kind wishes of all for Friend Walker on Apple Pie Ridge.

I need not say I was expected as Mr. Hoffman the pack merchant had told them of my being at Harper's Ferry, and might be with them at any moment. A few hours ride brought me to the door of Friend Walker; to my regret the family was absent attending a marriage of a young couple - the bride being Ann Neil, the

groom Williams, the latter from the Quaker settlement in Loudon County. However, the servants received me kindly and taking charge of my horse, bringing in my luggage, and made me feel at ease, saying the family would soon return.

While alone I opened my valise for pen, ink and paper and wrote the following letter to send by Mr. Hoffman, then in the neighborhood and get him to forward it on to Philadelphia from Baltimore.

'Apple Pie Ridge,
Frederic County, Virginia
March 24, 1747.

Mr. Joseph Harper,
Second Street, Philadelphia

Dear Brother:.....

.....

I like this country very much and expect to make it my home while I live. I want you to tell Mary to make arrangements to come on as soon as I can send for her, and her brother William Griffith. Tell Hollenbach Wilson and Snyder to start at once and come to me at the Forks of the Potomac and Shenandoah rivers, where I have purchased a tract land with great water power and intend commencing a mill as soon as they get there. I don't know that my wife will like it at first but she will if it turns out as well as I think. It is very rugged place, but the prospects ahead are good, every thing to eat being cheap and plentiful.....

.....

Your affectionate brother,

Robert Harper.

Soon after finishing this letter, which I had to make very short, the family returned; and I privately regretted to hear that they expected the wedding party to spend the next day with them. After the usual greeting, and giving me a kind welcome,

my regrets were much relieved by Friend Walker saying, 'they will all be here to-morrow ready to see thee.' This was pleasant news as I was very anxious to return to the Ferry.

Early in the morning the friends were fast gathering; soon the house and porch were crowded with the leading Quakers on the Ridge. I felt like a fish out of water, being the only one among them not dressed in drab clothes and a broad brimmed hat.

After the bustle had subsided Friend Walker with eight others joined me to confer on the subject of my business. We had no difficulty in arranging matters to our mutual satisfaction. Our interview lasted two or three hours; it was then agreed that I should give my personal attention two days in the week, furnishing working drawings, plans and specifications for a first-rate grain mill, and for which I was to receive fifty guineas, ten of which they paid me, which closed our business for the day.

While standing on the porch enjoying the sun, I thought to myself what sort of a wedding party could be going on in-doors. Not a word could I hear, everything appeared to be as still as the dead of night, so unlike was it to all weddings that I have ever seen, that I thought a half dozen of our girls would make more noise than all Apple Pie Ridge. Though quietude reigned inside, it was quite different outside for the squealing, cackling, and qaking reminded me of the 'slaughter of the innocents' and the delightful fumes from the kitchen told plainly that there must be a wedding party somewhere not far off.

The dinner was announced and to describe it would be to consume all the words known in cookery; and it certainly would have relieved my wife had she seen it of her principal fear before I left Philadelphia that I would not be able to 'get anything but the coarsest living in the Valley.' As the day was drawing to its close the visitors left Friend Walker's hospitable home, where I was to remain preparatory to an early start in the morning. That day I can never forget as one of the happiest of my life.

At early dawn I started for the Ferry where I arrived late in the afternoon. After dismounting I asked Mrs. Stephens if

Mr. Hoffman had returned; and she soon relieved my anxiety by informing me that he had not, as I was very desirous of sending my letter by him as far as Baltimore. While I was at supper she came into the room and said, Mr. Harper, he is coming, the dog knows, keeps such a barking and has gone to meet him, true to the animal's instinct who should be winding around the mountain but Hoffman, leading his horses packed with furs, peltries, and feathers.

Our friend evinced much pleasure at meeting Stephens and was delighted of serving both in our recent bargain. I saw so much honest friendship in Hoffman that I engaged his services to become the purchaser of all such articles as I should need from Baltimore. He readily consented to take my letter not only to Baltimore but to Philadelphia saying, 'Ven I puys many goods I goes dare anyhow.'

I sit up until a very late hour that night writing to my wife preparing further instructions to her, my brother Joseph, and William Griffith, as well as loading Mr. Hoffman with messages and business. And, after an early breakfast he left us for Baltimore much to my satisfaction, as I was most desirous to have my wife and the mechanics to join me as soon as possible.

In the course of the forenoon Esquire Hamilton came to the Ferry to see me; we went in pursuit of mill sites; in the meantime I was giving him an account of my success at Green-Way Court. As I had most followed his instructions after examining a number of sites with a great water we selected a spot on the Shenandoah. (See footnote).

The Stephens family were now preparing for their departure which would leave me without the means for housekeeping; and Esquire Hamilton seeing this kindly invited me to take up my quarters at his house and all our spare time was devoted to the best interests of our neighborhood which was thinly settled, and poorly populated. Some eight or ten miles distant, farmers of means and respectability were rapidly securing choice tracts, by

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(Note:)--The mill erected on this site that summer stood for nearly fifty years and was then pulled down by the Government after purchasing the property for a National Armory. The markets for its flour were Baltimore by wagon, and Belhaven (Now Alexandria, Va.,) by flatboats - then a very dangerous business. (The writer.)

these we were often visited, and the earlier settlers mostly engaged with me their fall grinding.

Here closes the account Mr. Harper used to amuse his friends with in the gloomy times of the Revolution, and up to the close of his life.

At the time of which we write there was a great deal of honest simplicity of character among the immigrants (and native settlers) to the Valley of Virginia. It was the custom of the times for the earlier settlers to give 'the newcomers a start' which meant sending them something to eat before they could otherwise provide for themselves. Some would send flour, others meal, poultry, vegetables, etc., This noble, generous, kind-hearted custom was bountifully attended to in the case of Mr. Harper to gladden the hearts of his wearied family on their arrival at the Ferry. Neither did these contributions come grudgingly as nearly all in their turn had received the same most welcome, acceptable and greatly needed attention.

How few know at this time the trials, and hardships and privations the first settlers of our country were subjected to in its early days. If they did they would know how to appreciate those who opened the way for their entry into it. Without fear of being butchered or scalped with the blood thirsty Indian's tomahawk.

In the early part of the last Century (seventeen hundred) the entire Valley of Virginia was, owing to its productive soil, inhabited by innumerable bands of savages, and what was termed 'mass' was so plentiful, that the buffalo, elk, bear and deer were thick as leaves in autumn, hence the attraction were game was in such abundance for the Indians to make it their permanent, if not a nomadic home. It is from tradition we learn that, annually around and near Harper's Ferry the fighting between various tribes for the privilege of hunting and fishing was most desperate.

It was a fine May morning towards the end of the month when all the mountains forest and dales were decorated with the variegated foilage of the season that a stentorian voice

from the Maryland shore 'hallo the boat', fell upon the ear of old Uncle Gabe, the ferryman, who answered in return, 'oh, yea'. And who should the canoe bring over but Hallenbach to tell Mr. Harper that his family under the charge of Mr. Hoffman were only a few miles off. But he added, 'I don't think they will ever get here with the wagon if they have to travel over the road I came for God knows that no horses ever hauled a load over such rocks before.' Hallenbach evidently had a poor opinion of a country with such a road, (or rather no road) to get to it.

Mr. Harper with all possible haste crossed the river to meet Mr. Hoffman and his family, consisting of his wife, her brother, William (Robert) Griffith, a girl, Barbara Kline, and three mechanics, Hallenbach, Jocabs and Snyder. After the most fatiguing and laborious effort making a road as they advanced, the party arrived at the Maryland shore, opposite the ferry - the first wagon and horses ever there before.

All hands went to work unloading the wagon to take the furniture, passengers, Mr. Hoffman's goods and the horses over the Potomac in the very frail boat, the only means of crossing, Arriving at the house, a long log cabin, Mrs. Harper was perfectly bewildered looking at the rough and wild scenery around her, and in her astonishment exclaimed, 'I know how I got in here but Heaven only knows how I shall ever get out.' (See footnote)

Housekeeping began immediately with plenty in the house and towards evening Mrs. Harper, Barbara and Uncle Gabe set the party down to a bountiful dinner, their first eaten in the Valley.

The great assistance Mr. Harper received from that truely good man Hoffman made them lasting friends. After a couple of days rest the latter with his goods started for the 'settlements up the country'.

Mr. and Mrs. Harper commenced operations with a zeal that knew no bounds. She was a perfect Philadelphia housewife; had always managed her part with good judgement, industry and

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(Note:-- In speaking of her arrival for years afterward she used to say 'I did not know whether to laugh or cry.' (Family history)

As soon as Mrs. Harper's arrival was known among the first to call were Mrs. Lucas and Mrs. Ryan (see footnote) living nine miles off - both having sent acceptable contributions. Others did the same and all gave proof by friendly offerings that they were highly pleased with the new acquaintances.

Business now commenced in earnest with quite a number of mechanics and laborers: - the Ferry facilities to be increased; the roads to be improved, the mill on the Shenandoah to be placed in the charge of William Griffith who was considered to be one of the best mill-wrights in Pennsylvania, while Mr. Harper would have to be much of his time away attending to the mill being built for the Quakers on the Opequon.

There is no evidence or anything to show that Mr. Harper had anything to do with building a mill in the Quaker settlement in Loudon County; (See footnote marked #) but tradition says 'about that time he was engaged to erect iron work for a Mr. Ros near Fredericksburg.'

On the first of October the following advertisement was posted on the trees in every direction.

NOTICE

'To the farmers in Maryland and over the Blue Ridge in Loudon County. This is to certify that all persons bringing grist to my mill, under the charge of William Griffith, will be ferried over the Potomac and Shenandoah rivers free of expense.

'Robert Harper
Proprietor of the Harpers Ferry Mill.

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(Note: - In the course of time these ladies became the Grandmothers of Edward Lucas of Jefferson County and William Lucas of Ryan Hall, both members of Congress from their district many years ago. One of Mrs. Lucas' daughters married into the Harper family forty years after and her descents own a part of the Ferry at this time. (Note:#--The present Loudon County was then Orange, the frontier county of the Old Dominion. After it was laid off it was named after Lord Loudon, a brother to the Duke of Argyle.

The ferry - the nearest to Baltimore and the mill, were both successful beyond his most sanguine expectations. As proof he paid off all his indebtedness in less than two years.

But few people properly estimate, at this our day, the great convenience, nay blessing to the new settlers in the Valley bestowed upon them by the enterprise and industry of Mr. Harper. Nor should the people of Baltimore forget his memory for to him are they much indebted for changing the current of trade from 'Belhaven to Baltimore Town.' Another name to be praised 'in the day of small things', is that of Mr. Hoffman who continued doing business with the Valley for several years. (see footnote),

The winter of 1747-8 long remembered as the severest ever known in this region of country, commenced with deep snows and freezing weather in December. The Harper family at the ferry (like their neighbors) were completely shut in from the world by the snow clad mountains, hills and vales: - deep drifts in the ravines and glens: - the ice bound rivers and the buried roads and paths: For two long months they heard nothing but the sound of the spinning wheel and the music from Hallenbach's violin mingling its notes with the music of the speres; - hence they all longed for spring with a strong hope that it would at some day come. It was dreary indeed and particularly so to a family spending their first winter out of the city. The weather continued intensely cold until late in February, when a melting thaw commenced accompanied with such tempestuous rains as to threaten the world with a second deluge, (See footnote #) and in a few days the rivers were swollen so high that the family had to remove their household effects into the barn on much higher land until the waters receded.

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(Note:--This Mr. Hoffman had a son, his successor who became a merchant of importance in Baltimore. The son reared a family of most respectable and highly esteemed children; and was the principal agent for what business was carried on between the Valley and Baltimore. He was Mr. Harper's flour agent.)

(Note #:--The great freshet has often been called 'the pumpkin flood'. This is wrong as the latter did not happen until 1753, then in October and not in February. The Indians near the head-waters of the Potomac and Shenandoah and their tributaries, always housed their pumpkins by the first of November; - therefore this highly esteemed vegetable among them could not have been seen floating on the waves in February in sufficient numbers to give the flood a name. But Mr. Harper long ago settled the doubt by saying 'I was never driven out of my house by high water but once, and that was in the spring after I bought the ferry' 'A great flood in the Potowmack in 1748.' (Eng. Mag.)

When the flood had passed off early in March, 1748, two youths with three assistants crossed the Shenandoah to see Mr. Harper. The younger told him that he was directed by Bryan Fairfax and Mr. Burden to survey and lay off one hundred and twenty-five acres of land to be patened to him by Lord Fairfax. The extreme youth of the surveyors astonished Mr. Harper and he then thought of Peter Stephens admonition 'to beware of the cunning of Fairfax and Burden'. The survey was made and Mr. Harper was much relieved after learning that the young men were on their way up the Valley to survey one hundred tracts to other parties. The heirs of Mr. Harper until recently were of the opinion that the 'two boy surveyors were both nephews of Lord Fairfax, but a late publication shews who they were. (Extract from Campbell's history of Virginia, page 458).

'George Washington now devoted himself to his studies especially the mathematics and surveying. The marriage of his brother Lawrence Washington with Miss Fairfax, introduced George to the favor of Thomas, Lord Fairfax, proprietor of the Northern neck who gave him an appointment as surveyor. He was now little more than sixteen years of age. After crossing the Blue Ridge the surveying party, including George Fairfax entered a wilderness where they were exposed to the inclemnecy of the season and subjected to hardship and fatigue. It was in the month of March in the eventful year, 1748. Snow yet lingered on the mountain tops and the streams were swollen into torrents, the survey land lay on the Shenandoah, near the site of Winchester and beyond the first range of the Allenghanies on the south branch of the Potomac, about seventy miles above Harpers Ferry. This kind of life was well fitted to train young Washington for his future career, etc, etc.'

After the party had surveyed the Harpers Ferry tract they proceeded on their journey up the Valley. They commenced laying off five hundred acre tracts about sixteen miles from the ferry; these were choice lands on the Bull-Skin creek purchased by the wealthy farmers of eastern Virginia. (See footnote). Washington performed his duties so well and acceptably and so much to the satisfaction of the purchasers that the President of William and Mary College the next appointed him a public surveyor as will

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(Note:--This creek so named in Lord Fairfax's patent for the reason as he said, 'that the two masters George covered themselves at night with a bull skin while surveying near it.)

be seen by a continuation of the foregoing extract.

'Appointed by the President of William and Mary College in July 1749, a public surveyor, he continued to engage in this pursuit for three years except during the rigot of the winder months. Lord Fairfax had taken up his residence at Green-way Court thirteen miles southeast of the site of Winchester. A graduate of Oxford, accustomed to that society in England to which his rank entitled him, fond of literature and having contributed some numbers to the Spectator, this nobleman, owing to a disappointment in love had come to superintend his vast landed possessions embracing twenty-one large counties, and live in the secluded valley of the Shenandoah. Here Washington, the youthful surveyor was a frequent inmate: and here he indulged his tast for hunting and improved himself by reading and conversing with Lord Fairfax.'

Although Mr. Harper's land was surveyed in March 1748 he did not receive his patent for more than two years after; but under the advice of Esquire Hamilton, the district magistrate, he went on carrying out all his plans as originally intended.

It is somewhat out of place here to state that the writer was summoned by the Secretary of War in the month of October , 1854 (as a member of the Harper family) to attend a re-survey of the Harpers Ferry tract.

One of the best surveyors in Virginia, - a Mr. Trotter of Augusta county was employed. After he preformed his task, he remarked to the witnesses, addressing the writer, 'I have never followed a more accurate survey, either in calls, line or quantity.' This, from such a surveyor as Mr. Trotter was highly complimentary to a youth (Master George Washington, aged seventeen) who had made the first survey one hundred and six years before. And another strong proof of the greatness of 'America's first citizen.'

After this date, 1750, Harpers Ferry began to attract attention. It was the nearest point to Baltimore, Mr. Harper's

favorite market and the Valley lands were fast being settled upon by substantial farmers. The laws passed by the assemblies of Virginia and Maryland for the opening and improvement of roads, added greatly to the convenience of getting to, and from the Valley, viz Harpers Ferry. The farmers were soon enabled to send to Baltimore their teams loaded with flour, pork, feathers, and other country produce.

In 1763-4 Harpers Ferry became a 'fixed fact' as the General Assembly of Virginia, then holding its session (See Henning's Acts of As embly) in Williamsburg, granted Mr. Harper a charter, establishing his ferry by law, and fixing the rate of toll across it, - which rate was never changed.

Time was passing on and all the while the Valley was increasing in population greatly to the advantage and profit of Harper's Ferry, - now the popular route to the Atlantic Cities. Many Germans were settling in the 'short hills' - ranges of the Blue Ridge, south of the Shenandoah in Loudon' County. Others, Scotch, English, and Irish, were establishing themselves on the Maryland mountains, known then as Sample's Manor. Several of the latter were charged with being deserters from the British Army and escaped convicts. This may or may not be true, but certain in is that many rough and tumble fights grew out of such charges made against them. The principal business of the later was digging iron ore and cutting wood, for the Antietam and Keep-Tryst Iron Works, then but recently established. About a dozen of these settlers on Sample's Manor built their cabins on the topmost peaks of the Maryland Heights opposite Harpers Ferry; and were mostly employed by Mr. Harper in his various pursuits. They were people of a much better class than those living nearer the Iron works, some few miles up the Potomac river. They numbered among them several families, the Corduroys, Atheys, Tribbetts, Bridgemans, Crutchleys, and others from the highlands of Scotland, and this may account for selecting a home on the highlands of Maryland, near the Potomac.

By profession these men were gardeners, shepherds, and weavers, and in the course of time, the Maryland heights became famous for fine fruits and vegetables. The spurs of the mountain around abounded with wild flowers, blackberries, whortleberris, and chesnuts - hence it was no wonder years after (in their after life) to see the youths of Harpers Ferry clambering up the mountains to spend a happy day with the 'old folks over the river.' How well we remember, though fifty years since our kind friend 'aunt Betty', the wife of John Corduroy, (called Corday), a gardener by profession, - a soldier for force; and it may be

possible that, to get rid of the latter calling was the real cause of this Scotch couple, making their home in a lonely, desolate, wild, uninhabited mountain.

It will please the writer if no one else to say something more of Aunt Betty, because it will show gratitude for kindness in the past, and place her name on a page of history forthe very few to read; a very few indeed now alive remember her. (See footnote).

(Note:--The writer visited Harpers Ferry in the autumn of 1865 and could find but two (very aged) citizens whose memory ran back to the days of Betty Corday, or any of the early settlers on Maryland heights. This reminded him of the solemn truth that death is only a question of time: - as every living thing must die. Failing to learn anything additional about them, he can only say in this note, what he recollects hinself.

Betty and her man John were the most noted couple on the mountain; they were paired 'tis true, 'but not exactly matched. He was tall and slender and she in size almost a dwarf; he talked but little, was quiet, retiring and sedate; she was at all times pleasant and communicative, particularly after we had placed in her hands our contribution as the 'sair-won fee' in payment of free use of the orchard and garden for the day.

She was devoted to her native land and from 'song and story' quite familiar with the history of Bruce, Wallace and Chieftans of less note. Her admiration for Rob Roy McGregor knew no bounds as she had been taught to believe that her Grandfather was one of his principal clansmen. She would tell us (the lads) much about her early recollections of home and the cause of her coming to the colonies.

Here is her story as she used to tell us: 'That she was born on the estate of a nobleman, the Duke of_____: that her grandfather's house was three miles from the castle where John was second gardener: that she was a great pet of the steward

who kept her wants supplied; that he asked her one day as John had been paying her attention if he (John) went to the colonies as a soldier would she marry him and go along: that she should have plenty of money and any quantity of fine clothes, and that the ladies of the castle would each one make her up a package of beautiful things as a farewell present. With such flattering offers and prospects - a husband, fine clothes, and money, Betty consented to accept. After the promises were fully carried out the newlymarried couple were sent on board the transport ship Mars bound for Virginia where they arrived in the lower Potomac in Autumn 177--. To curtail her story as much as possible we must pass over the next two years with the single remark that John preferred a secluded life in the wilderness to the hardships of a soldier; therefore it is no way strange to find him hid away on the Maryland heights in Sample's Manor to spend the balance of his days nursing his fruits, vegetables and flowers.

How well the writer recollects when Aunt Betty was dressed up for the occassion in the guady attire, fashionable in the reigns of Queen Anne and George I - doubtless the off cast clothing given to her by the ladies of the castle when leaving Scotland.

It is now more than fifty years since this couple 'paid the death of nature'. Their remains were deposited in the little graveyard on the Maryland heights which sad spot has long been effaced from sight by the plow, the harrow, the scythe and the sickle. The briar, the scrubpine, the wild rose and voilets have given way to fallow and stubble, and no one alive can pint with certainly and say 'there is the spot'. Though lost to the world, their memory still lingers in the bosom of the writer, away from their native land, their graves obliterated, their names 'unknown, unhonored and unsung' it is his prayer that their bones may rest quietly until the last trumpet shall arouse them from their long, long sleep.

What would the forefathers on the mountains have thought if told one hundred years ago that in the year 1863 a great army, with heavy artillery would shell Harpers Ferry and Bolivar Heights

from over and above their graves. Yes, from the very spot where thay thought the world could never find them. (end of note)

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The German settlers on the 'short hills', the Neers, Beltz, Demorys, Yertys, Jacobs, Nisewangers, Conrads, and many others were a different sort of people. They were industrious farmers and paid but little attention to anything going on in the world but their own business. Their habits were plain and simple: selling everything and buying nothing. All their business was transacted by Mr. Harper through his agents Hoffman and Company in Baltimore.

About the year 1765 many distinguished families from Eastern virginia commenced settling on their land in that part of the Valley now known as Jefferson' Frederic, Clark and Berkeley Counties: they were the Lees, Burwells, Washingtons, Throckmortons, Pages, Dandridges, and the Rutherfords, Lewis', Pendletons, Sinclairs, and many others of equal note. They all became very extensive wheat growers and the rapidly increasing farm products of those very rich counties, with Harpers Ferry as the outlet soon made it a place of prominence, and its progress was onward until the braking out of the War of the Revolution, at which time Mr. Harper was considered a man of fortune and of sufficient influence to divert a large share of the Valley trade from Belhavey to Baltimore.

The war of the Revolution, like all other wars, made heavy drafts on labor and unsettled the business of Berkely County, as also retarding the prosperity of the whole valley. All the men of suitable age joined the army leaving none at home to labor except by sex, age, and infancy. This was considered the 'Banner County of Virginia', not only for the gallantry of the officers and men, but in addition, the number it supplied. The officers were the Morgans, Dark, Van-Swearingen, Glenn, Shepherd, and Bettinger. The 'beeline to Boston men' and the 'hunting shirt company, were both from this county. The number of volunteers and recruits from it as taken from the muster rolls of the State credit Berkeley County for the whole war with three hundred and twenty-two men, - but few of this number ever returned, among the latter were John Pearce, Sebastian Medlar, and Jacob Neer, quite famous in after life in and arcund Harpers Ferry. We may have to speak of

them hereafter as J. P. was the first schoolmaster ever at the ferry and gave the writer of this his first lesson. At the commencement of the struggle for independence Mr. Harper opposed it with all his ability believing it impossible for the colonies to contend successfully against the power of the Mother Country. He felt sorely the effect of rebellion, business was daily falling off; the impossibility of getting skilled labor, the destroying all social intercourse and his admiration for the British government were some of his reasons, nothing that he could say satisfied the people of the Valley and they all declared that he was under the influence of Dunmore and Fairfax. However, his opposition did not last long, the exactions and quarterly calls on him by the crown officers in Virginia for a heavy percentage on all his gold and silver as a loan to the State in aid of the Royal cause soon cooled his ardor; and with a view of saving as much as possible from the hands of the collectors he advised his wife to take, conceal or bury out of his sight or beyond his knowledge and control the larger portions of all moneys received in his business. This plan worked very well for several calls from the collector although the end was sad and anything but profitable. As requested, his wife buried or did away somewhere unknown to anyone but herself such sums as she received for concealment, and the following most serious misfortune will show why the hidden treasure was never found.

Mrs. Harper, always active in business affairs (and much of the ferry toll was paid directly to her) a prudent, industrious, managing woman, while engaged at her housework ascended a ladder from which she fell so injuring her that she never spoke after wards, and died the next day, aged about seventy. Under some earth or stone, the undiscovered treasure remains where concealed up to this time, now nearly ninety years.

When the loss of this money was made known and for years afterward there came astrologers, diviners, horoscope men, fortune tellers, etc. to find it, but without the good fortune to gain such a prize: the sum all the time increasing in amount until it got to be almost fabulous whereas the whole sum buried as stated by the heirs was less than three hundred dollars. The

writer in his youth confesses himself to have been a money hunter.

For thirty years previous to the Revolution Mr. Harper enjoyed as much contentment in his wild, romantic home as usually falls to the lot of man. But under decree of the Supreme Ruler of the Universe it is not intended that His creatures shall enjoy unalloyed happiness on this earth, for, were it so, we would soon forget that there is a far better world attainable, and to which we are invited, beyond the grave. Hence, for some wise purpose his many years of domestic happiness appeared to be on the wane as Death, that insatiable harvester, was cutting down nearly all those nearest and dearest to him. Within the short space of three years (from 1775) he lost his brother Joseph, in Philadelphia, and his nephew Robert Harper, jr., died in the same year in England. His wife, far advanced in age lost her life by a distressing accident, and his long esteemed friend, Esquire Hamilton, was killed in his presence by falling through the rafters of the well known (old stone house) then being built and still standing and occupied at Harpers Ferry.

The unfortunate death of Esquire Hamilton, the just, dignified, and popular district magistrate for thirty years (having received his commission from Virginia's greatest Colonial Governor, Sir William Grooch.)"

A PARTIAL LIST OF DOCUMENTS IN THE NATIONAL ARCHIVES NOT INCLUDED HEREIN

1. n.d.- Potomac lines of the patents of Robert Harper and others
   Survey map

2. 1813, August 26 - Survey map of land conveyed by Ferdinando Fairfax et ux. to the United States

3. 1818, c. April - Survey map of a small tract of land on the Shenandoah River called the "Ferry lot"

4. 1827, June - Surveyor's report of public lands at Harpers Ferry (no map included)

5. 1838, March 21 - (Endorsement date) 2 survey maps of land near "Friends Ore Bank" and the "Keep Tryste Furnace"

PART B

MISCELLANEOUS COMPILATIONS

List of Miscellaneous Compilations

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5.	1884, October 22 - A list of U. S. property sold at Harpers Ferry	244
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This list of the Government property at Harpers Ferry which was sold on the 1st and 2nd of September, 1852 was compiled by J. P. Noffsinger from information located in: National Archives, Washington, D. C., RG 121 Public Buildings Service, Deeds From United States - Harpers Ferry - Ordnance Office, n.d., n.p., bound volume c. 15" x 20". The block and lot numbers refer to the 1869 map by S. Howell Brown. See Appendix, Part C, item 13.

SALE OF 1st AND 2nd SEPTEMBER, 1852

224 lots (51 purchased by Armory workmen)

Block	Lot
A	2, 3, 4, 5, 6, 7
B	1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12
B	5 Shenandoah Street
C	1, 2, 3, 4, 5, 6, 7, 8, 9 Camp Hill
C	2, 3, 4, 5, 6, 8, 9, 10 Shenandoah Street
D	1, 4, 5, 6, 7 Shenandoah Street
D	1, 3, 4, 5, 6, 7, 8, 9 Camp Hill
E	1, 3, 4, 5
E	1, 2, 3, 4, 5, 6
F	1, 2, 3, 4, 5, 6, 7
G	1, 2, 3, 4, 5, 6, 7
H	1, 2, 5, 6, 8, 9, 10
I	1, 2, 3, 4
I	1, 2, 3, 4, 7, 8, 11, 14, 15, 16
J	4, 8, 9, 15
J	1, 14, 16 Camp Hill
K	1, 2, 3, 4, 9, 12
K	1, 3, 5, 6, 7, 8, 10, 14 Camp Hill
L	1, 2, 3, 4, 7, 8, 9

Block	Lot
M	1, 2, 3, 4, 5
N	1, 4, 5, 6, 7
O	1, 2, 3, 4, 5, 6, 7, 8, 8-1/2, 9, 11, 12, 13, 15 Camp Hill
P	1, 2, 3, 5, 7, 9, 11, 12, 13, 15, 16, 17, 20 Camp Hill
Q	7, 9, 10, 11, 12, 13, 14, 16 Camp Hill
V	7, 9 Camp Hill
W	1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, 19 Camp Hill
X	1, 2, 3, 4, 5, 6, 7, 8, 8-1/2, 9, 9-1/2, 10, 11, 13, 14, 15, 16 Camp Hill
Y	1, 2, 3, 4, 5, 6, 7 Camp Hill
Z	1, 2, 7, 8 Camp Hill
z	1, 2, 3, 4, 5, 6

This list of houses existing on Government property at Harpers Ferry which was sold in 1869 was compiled by J. P. Noffsinger from information located in: Washington, D. C., National Archives, RG 121 Public Buildings Service, Harpers Ferry Abatement Cases under Act of June 14, 1878, Box No. 388. The lot and block numbers refer to the 1869 map by S. Howell Brown. See Appendix, Part C, item 13.

	BLOCK	LOT	
1.	A	1.	Thomas J. Boerley- A large stone house was on the lot when it was purchased. Improvements from 1869-1878 include a cellar & a stable.
2.	A	19.	Patrick Daley- A brick house was on this lot when purchased- Improvements from 1869-1878 include a porch which cost $274, and repairs to the roofing- The walls were badly cracked inside.
3.	A	20.	Mary D. Cochrane- A brick house was on this lot when purchased. Improvements 1869-1878 include roofing, new porches, fencing, timbers under the house, flooring, doors, sashes, windows, spouting, plastering, painting, etc.
4.	B	3.	M.T.C.A. & James C. McGraw- A brick house was on this lot when purchased. It was in poor condition- From a statement by Mr. S. V. Yantes dated Dec. 2, 1879 the building had been condemned before the War of 1861- a new building was built along side of it at this time (1857, 8, or 9) which obstructed the lights-therefore the Gov't. intended tearing it down. Statement by Jesse W. Graham-Dec. 1, 1879 gives a description of the house as it would have appeared had McGraw not repaired it. Says that the Supt. of the Armory Maj. Byington lived in the house in c.1858 or 1859 and said "that he was fearful that it would fall in whenever he went in the upper part of it." Improvements 1869-1878- a long list included roofing, fencing, brick pavement, cistern, brick supports in the cellar for the house, sewer in the yard.

			Built an ice house and a stable. The house had been badly damaged by floods in 1870 and 1877- the walls of brick cracked, the floors were lifted out of place and the fences were swept off.
5.	AA	1.	Daniel Ames- A stone house was on the lot when it was purchased- Improvements 1869-1878 include repairs on the house, cistern, wall, and pump house.
6.	AA	2.	Polly McArthur- A brick house was on the lot when it was purchased- house was in bad condition. From a letter signed by James D. Butt-Oct. 21, 1879 "...house had been used for a horse stable by US Troops during the War and one half the roof was gone." From a statement signed by M. Sponsell, Chas. H. Trail and R.A. H---? "...and heard statements from citizens of good repute and who were employed by McArthur to repair the house in 1869. They all state that the house at that time was not fit to live in-That nearly all the roof was gone. The floors out, partitions gone, steps and window sills out and that the house was but a shell and that workmen were engaged nearly all the winter of 69 & 70 in putting it in good order." dated Nov. 4, 1879
7.	North of Shenandoah St.	1.	Joseph D. Holmes- A large stone house (warehouse ?) was on this lot when it was purchased. Repairs 1869-1878 to roof and porch- Also a new outbuilding.
8.	Wager 6 Acre Reservation	21.	Mrs. Edith O'Donnell- A stone house was on the lot when it was purchased. Improvements 1869-1878 include porches, new floors, windows, sashes, doors, plastering, painting, cistern, and fencing.
9.	Wager 6 Acre Reservation	22.	Edward Murphy- A stone house was on this lot at date of purchase. Improvements 1869-1878 include roofing, fences, put in new timbers, glass, doors, blinds, and outbuildings.

10.	Wager 6 Acre Reservation	26.	James McGraw- A house was on this lot at date of purchase-Improvements include a back porch, stonework under the house, put in new timbers to support the house, built a new stable.

This list of the Government property at Harpers Ferry which was sold on the 25th of May 1880 was compiled by J. P. Noffsinger from information located in: Washington, D. C., National Archives, RG 121 Public Buildings Service, Deed From United States - Harpers Ferry - Ordnance Office, n.d., n.p., bound volume c. 15" x 20". The block and lot numbers refer to the 1869 map by S. Howell Brown. See Appendix, Part C, item 13.

SALE OF MAY 25, 1880

Sold by Act of June 1878 to cancel certain contracts of 1869

71 lots and certain timber rights

BLOCK	LOT
F	1, 2
G	2, 3, 4
H	1, 2, 3, 4, 5, 6
I	1, 2, 3, 4, 13
J	4
L	5, 6
N	8
O	9-1/2
P	18
R	4
S	6
T	4
W	3, 4
AA	4, 5, 6
CC	1, 3
DD	2, 3, 6
EE	1

BLOCK	LOT
FF	2,3,4, 5, 6, 7
GG	3, 6
HH	6, 7, 8
JJ	4, 5, 10, 11, 14
KK	1, 3, 4, 16
LL	2, 3, 5, 6, 12
MM	3, 7, 9
Wager 6 Acre Reservation	27
North of Shenandoah Street	1, 3, 4, 7, 8

Bluff of Lot 1

Shennandale Tract - 512 acres
(US 1813 Fairfax)
Timber Rights

Also Timber Rights for 1395 acres

These lists of Government properties at Harpers Ferry were compiled by J. P. Noffsinger from information found in: Washington, D. C., National Archives, Public Buildings Service, Deeds From United States - Harpers Ferry - Ordnance Office, n.d., n.p., bound volume c. 15" x 20". The block and lot numbers refer to the 1869 map by S. Howell Brown. See Appendix, Part C, item 13.

June 1, 1880
Releases from lien

BLOCK	LOT
KK	4
North of Shenandoah Street	1, 2

June 1st, 1881 - Sale

BLOCK	LOT
FF	2, 3
KK	3
AA	4, 5

This list of Government property at Harpers Ferry which was sold on the 22nd of October 1884 was compiled by J. P. Noffsinger from information located in: Washington, D. C., National Archives, RG 121 Public Buildings Service, Retain Copies of Deeds from the United States, Volume 13, n.d., n.p., bound volume c. 12" x 18". The lot and block numbers refer to the 1869 map by S. Howell Brown. See Appendix, Part C,item 13.

SALE OF OCTOBER 22, 1884
by Act of July 4, 1884

73 lots + Savery's purchase of water power etc.

BLOCK	LOT
B	2
H	7
I	5, 10
J	6, 10, 11, 12, 13
P	10
Q	1, 2, 3, 4, 5, 6, 15, 17, 18, 20
R	1, 2, 3, 5, 6, 7, 8
S	2, 3, 4, 5
U	1, 3
V	1, 2, 3, 4, 5
AA	7, 9, 10
BB	2, 3, 5, 8, 9, 10
CC	2
DD	4, 5
EE	3, 4
FF	1, 8

BLOCK	LOT
HH	5
JJ	9, 12, 13
KK	2, 5, 9, 10, 11, 12
LL	7, 8, 9, 10, 11
North of Shenandoah Street	5, 6
Water power etc. - Thom. Savery	
Wager 6 Acre Reservation	18

List compiled by J. P. Noffsinger from: Barry, Joseph (pseudo. Josephus Jr.), Annals of Harpers Ferry, 1872

SUPERINTENDENTS OF THE U. S. ARMORY AT HARPERS FERRY, W. VA.

1796-1810	Joseph Perkins
1810-1829	James Stubblefield
1829-1830	Colonel Dunn
1830-1837	General George Rust
1837-1841	Colonel Edward Luchs
1841-1844	Colonel Henry K. Craig
1844-1851	Major John Symington
1851-1854	Colonel Benjamin Huger
1854-1854	Major Bell
1855-1858	Henry W. Clowe
1859-1861	Barry
1861-1861	Alfred M. Barbour
1862-	Captain Daniel J. Young

MASTER ARMORERS

1810-1829	Armstead Beckham
1830-1849	Benjamin Moore
1850-1853	Samuel Byington
1854-1858	Benjamin Mills
1859-	Armstead M. Ball

PART C

MAPS

LIST OF SOME IMPORTANT MAPS OF HARPERS FERRY

1. Washington, D. C., National Archives, War Department Records, RG 153, Judge Advocate General's Office Reservation File, West Virginia, Harpers Ferry, "Plat of the two Patents to Harper with the lines of conveyance to the United States." /Illustration No. 13 of this report/

2. Philadelphia, Pa., U. S. Department of the Interior, National Park Service, EODC, Drawing No. NM-HF/3004, 1 sheet, no scale, ozalid reproduction of the plan, "Plan and Section of a Canal at the Lower Falls of the Shenandoah River; its junction with the Public Canal at Harpers Ferry and the necessary locks Surveyed by N. King & Leon Harbaugh February 1803 for the Potomac Company." /Illustration No. 1 of this report/

3. Baltimore, Maryland, Baltimore and Ohio Railroad Company Library, portion of ms map of Harpers Ferry, n.d., no title. /Illustration No. 2 of this report/

4. Baltimore, Maryland, Baltimore and Ohio Railroad Company Library, portion of a "Map showing the Routes for the B & O Railroad," signed by Benjamin Latrobe, "Engineer of Location and Construction," n.d. /Illustration No. 3 of this report/

5. Washington, D. C., U. S. Department of the Interior, National Park Service, History Division Library, Map No. 3950.3, "Harpers Ferry, Virginia; Partial tracing of Frederick, Berkeley and Jefferson Counties, Va.," showing approximate position of Harpers Grist Mill - 1809. /This map was not located in the files./

6. Washington, D. C., U. S. Department of the Interior, National Park Service, History Division Library, Drawer VIII, Case B, Map No. 3950.5 (scale: 1 inch = 40 perches), "Land Purchased of John Wager Area: Harpers Ferry, Va.," tracing in ink on tracing paper by (?) Based on a map of June, 1825 by James M. Brown of Jefferson County. Shows position of an old house in which Robert Harper lived and died. /Illustration No. 5 of this report/

7. Harpers Ferry, West Virginia, Records at Harpers Ferry National Monument, tracing number NMHF 3076 by A. W. Franzen based on 1835 plat of Wager Area. /Illustration No. 14 of this report/

8. Philadelphia, Pa., U. S. Department of the Interior, National Park Service, EODC, Map No. NM-HF 3002, "Historical Base Maps - 1835" ozalid reproductions, October 1954, 3 sheets as follows:

   A. (1) Sheet 1, Map A. "Plot of Harpers Ferry Exhibiting the limits of the ground requisite for the passage of the

Winchester & Potomac Rail Road through the Town," Scale: 1 inch = 100 feet.

(2) Sheet 1, Map B. "Plot of Harpers Ferry Exhibiting the limits of the ground requisite for the passage of the Winchester and Potomac Rail Road through the Town," Scale: 1 inch = 100 feet. [Illustration No. 7 of this report]

B. Sheet 2, "Map of Harper's Ferry Shewing the Location of the Winchester and Potomac Rail Road," Drawn by Lt. White, Lt. Allen and Lt. R. S. Smith of the U. S. Army under the direction of James Kearney, Lt. Col. and T. E.

C. Sheet 3, not located.

9. Philadelphia, Pa., U. S. Department of the Interior, National Park Service, EODC, Map No. NM-HF 9000, ozalid repreduction, November 1956, 2 sheets as follows:

A. Sheet 1, "Map of Harper's Ferry Shewing the Location of the Winchester and Potomac Rail-road," Drawn by Lieut^{s} White, Allen and R. S. Smith, U. S. Army, Under the Direction of James Kearney, Lt. Col. and T. E., 1835. Traced from a photograph of the original map by Ph. Petri, September 1, 1916.

B. Sheet 2, same title as Sheet 1, except "No. 2" replaces "No. 1."

10. Gettysburg, Pa., National Park Service, Gettysburg GNMP, Everhart's file, "Map of Harper's Ferry Prepared in compliance with a letter to Major Symington April 22, 1848," n.p., no scale, ozalid reproduction from ink on linen drawing c. 30" x 50". [Location of original not known. JPN]

11. Harpers Ferry, W. Va., property of Mrs. H. T. McDonald, "Map of Harpers Ferry by S. Howell Brown," 1852. [Illustration No. 8 of this report]

12. Washington, D. C., National Archives, Records of the Office of the Chief of Engineers, RG 77, filed under date, no number assigned [October, 1958], "Harpers Ferry," 1867, Scale of 3 inches to 1 mile. [Illustration No. 9 of this report]

13. Philadelphia, Pa., U. S. Department of the Interior, National Park Service, EODC, Map No. NM-HF 3001, "Historical Base Map - 1869, Part of the Master Plan," November 10, 1954. Based on a plat of the Harpers Ferry Armory property laid off into lots for sale in pursuance of the Act of December 15th, 1868 and drawn November 1, 1869 by S. Howell Brown. Scale: 1 inch = 10 perches.

14. Philadelphia, Pa., U. S. Department of the Interior, National Park Service, EODC, Map No. NM HF 9001, "Map and Profile of a line surveyed for the Baltimore and Ohio Railroad ascending the Potomac along the tow path of the Canal Belonging to the Government Works in Harpers Ferry," October 24, 1870, no scale, photostated copy, location of original not known. /Illustration No. 10 of this report/

15. Philadelphia, Pa., U. S. Department of the Interior, National Park Service, EODC, Map No. NM HF 9002, "General Plan Harpers Ferry to Sandy Hook," known as von Lindenberg's Map, traced 1892, scale 1" = 200', photostated copy, location of original not known. /Illustration No. 11 of this report/

16. Philadelphia, Pa., U. S. Department of the Interior, National Park Service, EODC, Map No. NM-HF 9003, "Plan Showing Right of Way, Buildings and Tracks Harpers Ferry, W. Va.," B. & O. R. R. Main line district, Shenandoah division, Main line, Office of the Dist. Engr. M. of W., Baltimore, Md., February 19, 1913. Scale: 1 inch = 50 feet; ozalid reproduction. /Illustration No. 12 of this report/

17. Philadelphia, Pa., U. S. Department of the Interior, National Park Service, EODC, Drawing No. NM-HF/2005, 1933 Survey of Harpers Ferry, Bolivar Heights, by Sanborn Map Co., N. Y., May 1933, scale: 1" = 100', 4 sheets; ozalid reproduction July 6, 1952.

18. Philadelphia, Pa., U. S. Department of the Interior, National Park Service, EODC, Drawing No. NM-HF/2003, War Dept., Corps of Engineers, U. S. Army, West Virginia-Virginia-Maryland 1:31,680, Charles Town Quadrangle-Virginia-Maryland-West Virginia, Harpers Ferry Quadrangle /1944 ?/; ozalid reproduction November 27, 1951.

19. Philadelphia, Pa., U. S. Department of the Interior, National Park Service, EODC, Map No. NM-HF 3055, 5 sheets as follows:

A. Sheet 1 of 5:
"Architectural base map of Harpers Ferry, the lower town," by H. C. Edwards and R. P. Donohoe, September 13, 1955, revised July 27, 1956 by H. C. Edwards, revised February 12, 1957 by A. W. Franzen, revised March 21, 1957 by A. W. Franzen. Scale: 1 inch = 50 feet. Based on:
(1) Map by Bra[illegible] Engineering Co., 1952
(2) Survey by Sanborn Map Co., 1933

B. Sheets 2, 3, 4 and 5:
"General Information on Buildings," explanatory to Sheet 1 (above). They represent data prepared by Henry C. Edwards and John T. Willett and have columns entitled: Building number, Type, Name, Date, Built by, No. of Stories, Sq. ft. per fl., Cost to W. Va. and Construction.

Washington D. C., National Archives, Office of the Chief of Engineers, Record Group 77, Fortifications file, drawer 150, part of sheet 2., no scale (?).

ILLUSTRATION NO. 1

Detail from a map entitled: "Plan and Section of a Canal at the Lower Falls of the Shenandoah River; its junction with the Public Canal at Harpers Ferry....1803."

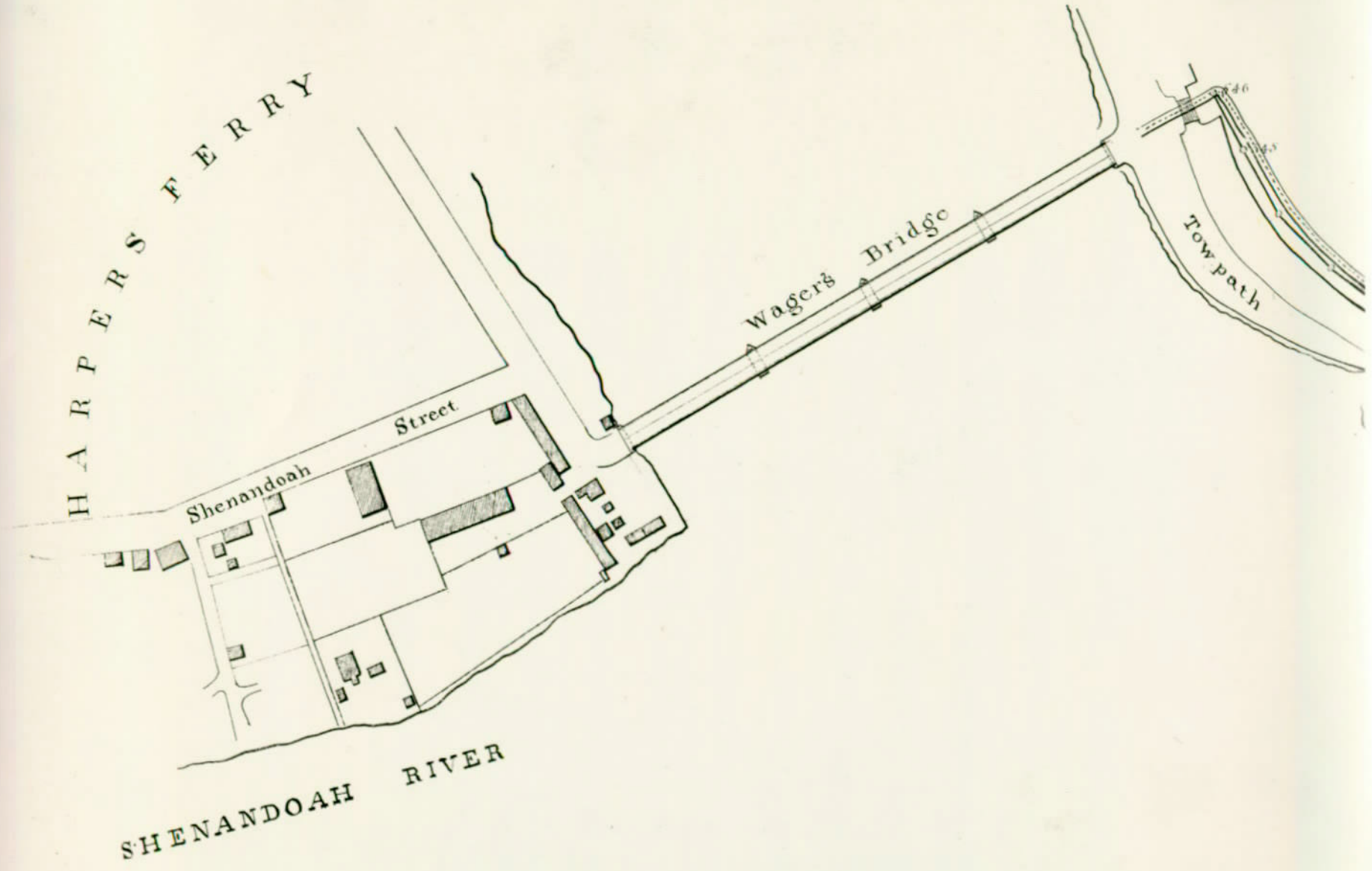
This early map shows the confluence of the Shenandoah and Potomac Rivers. Other important features include: the Ferry house and lot; the Armory, forge and shop; the Arsenal; the Paymaster's house; the Wager reservation; the Tavern (where Washington is thought to have stayed in 1785 - see page 12) and Jefferson's rock.


Armory
Road from Winchester
Tavern
Jefferson's Rock
Bank
Canal
RIVER
Locks
Arsenal
Ferry

252. Baltimore, Maryland, Baltimore and Ohio Railroad Company Library, Portion of a MS map of Harpers Ferry, n.d., no title.

ILLUSTRATION NO. 2

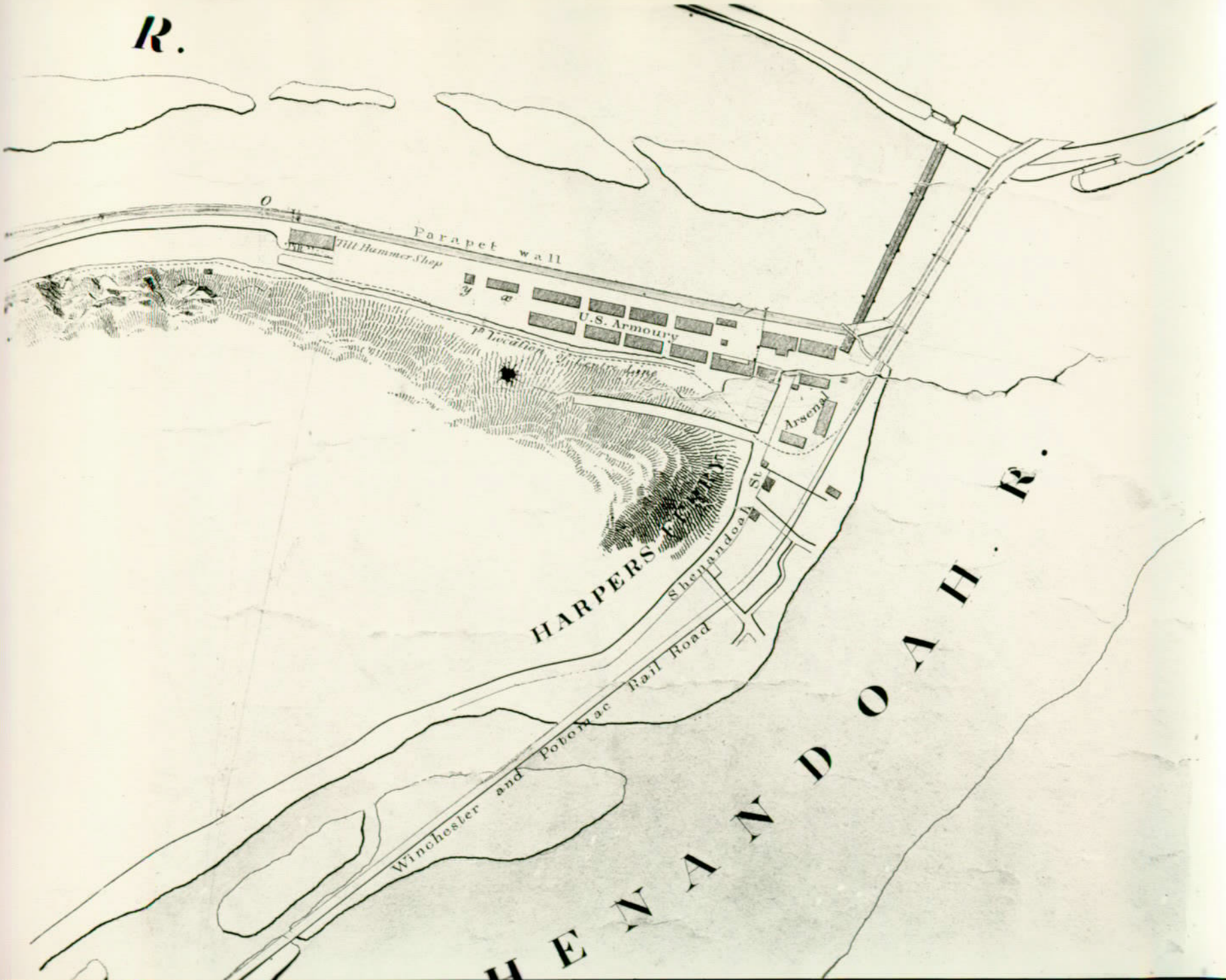
This map shows Wager's bridge and the tow path for the canal.


HARPERS FERRY
Shenandoah Street
Wagers Bridge
Tow path
SHENANDOAH RIVER

Baltimore, Maryland, Baltimore and Ohio Railroad Company Library, portion of a "Map Showing the Routes for the B & O Railroad", signed by Benjamin H. Latrobe, Engineer of Location and Construction, n.d..

ILLUSTRATION NO. 3

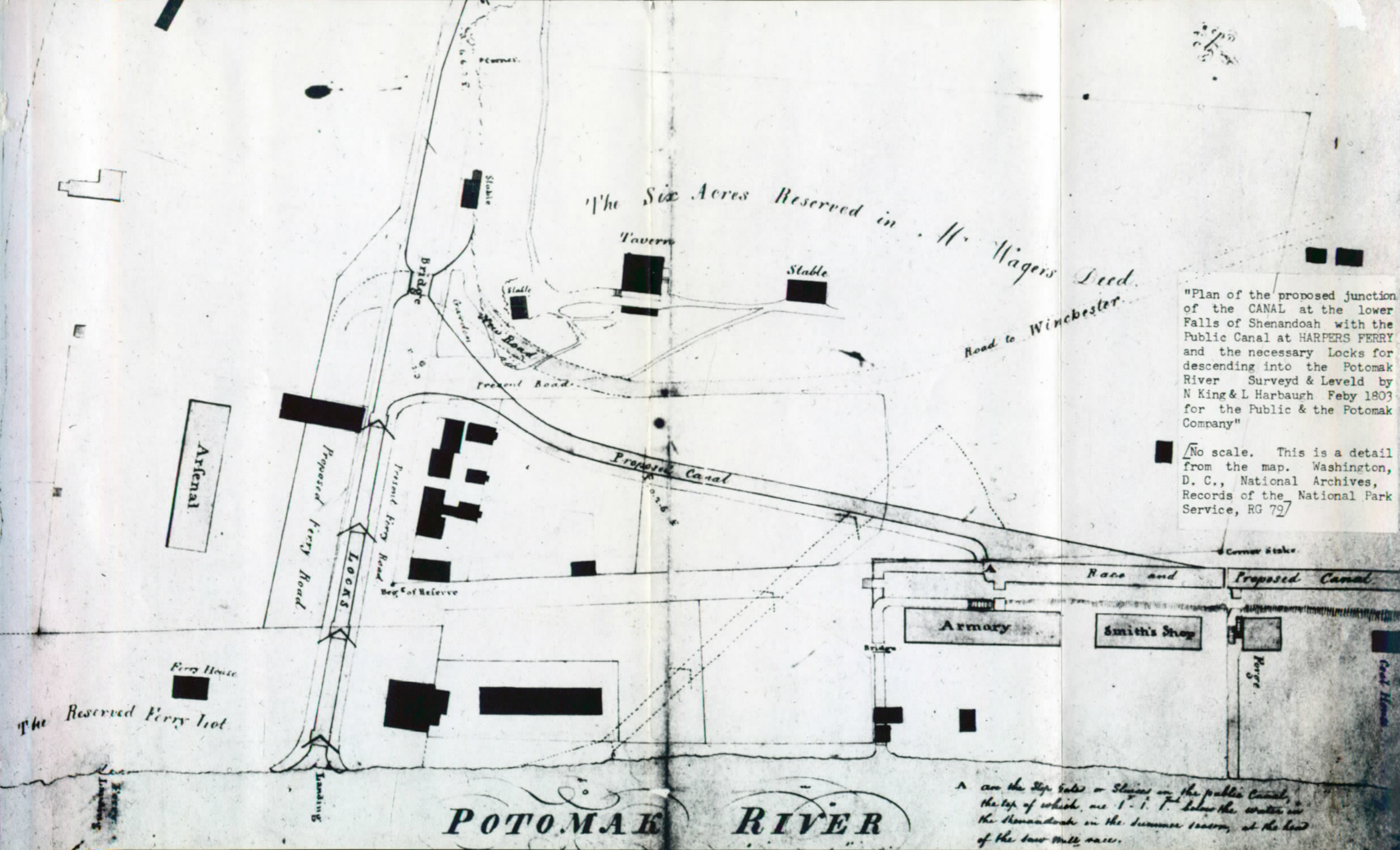
This map shows two bridges, the Winchester and Potomac Railroad line, the B & O Railroad line and the center line of the new proposed B & O line, the two arsenal buildings, the armory buildings, and the parapet wall.


R.
Parapet wall
Mill
Hammer Shop
U.S. Armoury
Arsenal
HARPERS FERRY
Shenandoah St.
Winchester and Potomac Rail Road
HENANDOAH R.

Washington, D. C., National Archives, Records of the National Park Service, Record Group 79.

ILLUSTRATION NO. 4

Photostated copy of detail from a map entitled: "Plan of the proposed junction of the CANAL at the lower Falls of Shenandoah with the Public Canal at HARPERS FERRY and the necessary Locks for descending into the Potomak River." Surveyed and leveled by N. King and L. Harbaugh, February, 1803. Note Wager's six acre tract with tavern, the armory buildings, the arsenal and the ferry house and lot.



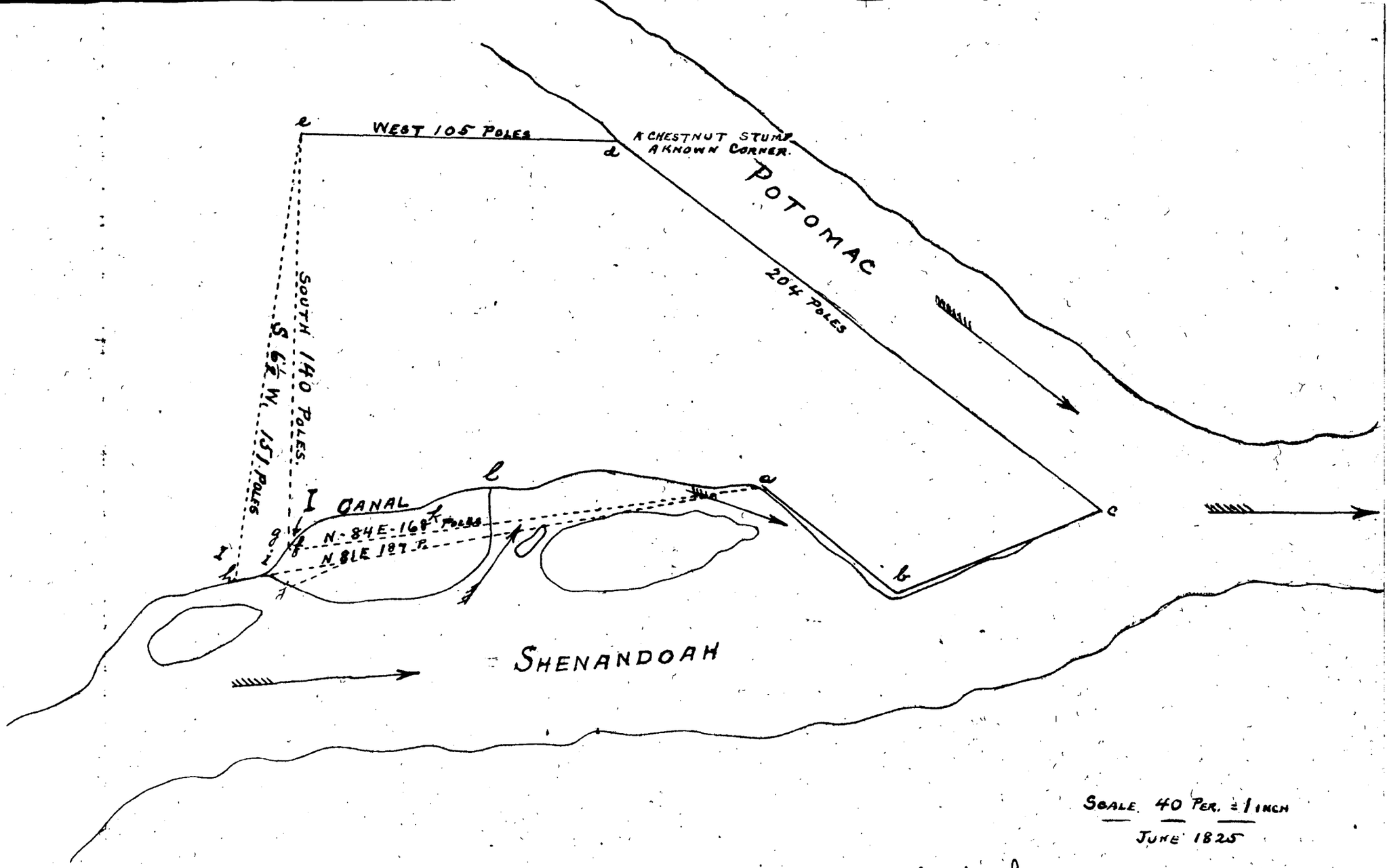
"Plan of the proposed junction of the CANAL at the lower Falls of Shenandoah with the Public Canal at HARPERS FERRY and the necessary Locks for descending into the Potomak River Surveyd & Leveld by N King & L Harbaugh Feby 1803 for the Public & the Potomak Company"

No scale. This is a detail from the map. Washington, D. C., National Archives, Records of the National Park Service, RG 79

255. Washington, D. C., U. S. Department of the Interior, National Park Service, History Division Library, Case B, Drawer VIII, Map No. 3950.5, tracing in ink on tracing paper by _____? Based on a map of June, 1825 by James M. Brown of Jefferson County.

ILLUSTRATION NO. 5

Copy of a tracing entitled: "Land Purchased of John Wager Area: Harpers Ferry, Va." Point "g" represents the old house in which Robert Harper lived and died (See p. 7).



"The above figure represents that part of the Republic Land at Harper's Ferry, that was purchased of Mr John Wager."

"a". ---

"b" ---- etc.

"g" Represents and old house, in which Robert Harper lived and died."

James M. Brown. 54 S. of Jefferson County June, 1825.

From a tracing in ink of Map No. 3950.5, Case B, Drawer VIII, History Division Library, National Park Service, U. S. Department of Interior, Washington, D. C.

256. Washington, D. C., National Archives, Records of the Office of the Chief of Engineers, RG 77, Fortifications Map File, Dr. 150, Sheet 82-2, "Map of Harper's Ferry Shewing the Location of the Winchester and Potomac Railroad", 1835

ILLUSTRATION NO. 6

This map detail shows the new and old arsenals, Wager's bridge, the building used by General Rust, the Paymaster's and other interesting details.



"MAP OF HARPER'S FERRY
SHEWING THE LOCATION OF THE
WINCHESTER AND POTOMAC RAIL ROAD

Drawn by
Lieut[s] White, Allen, and
R S Smith, U S Army

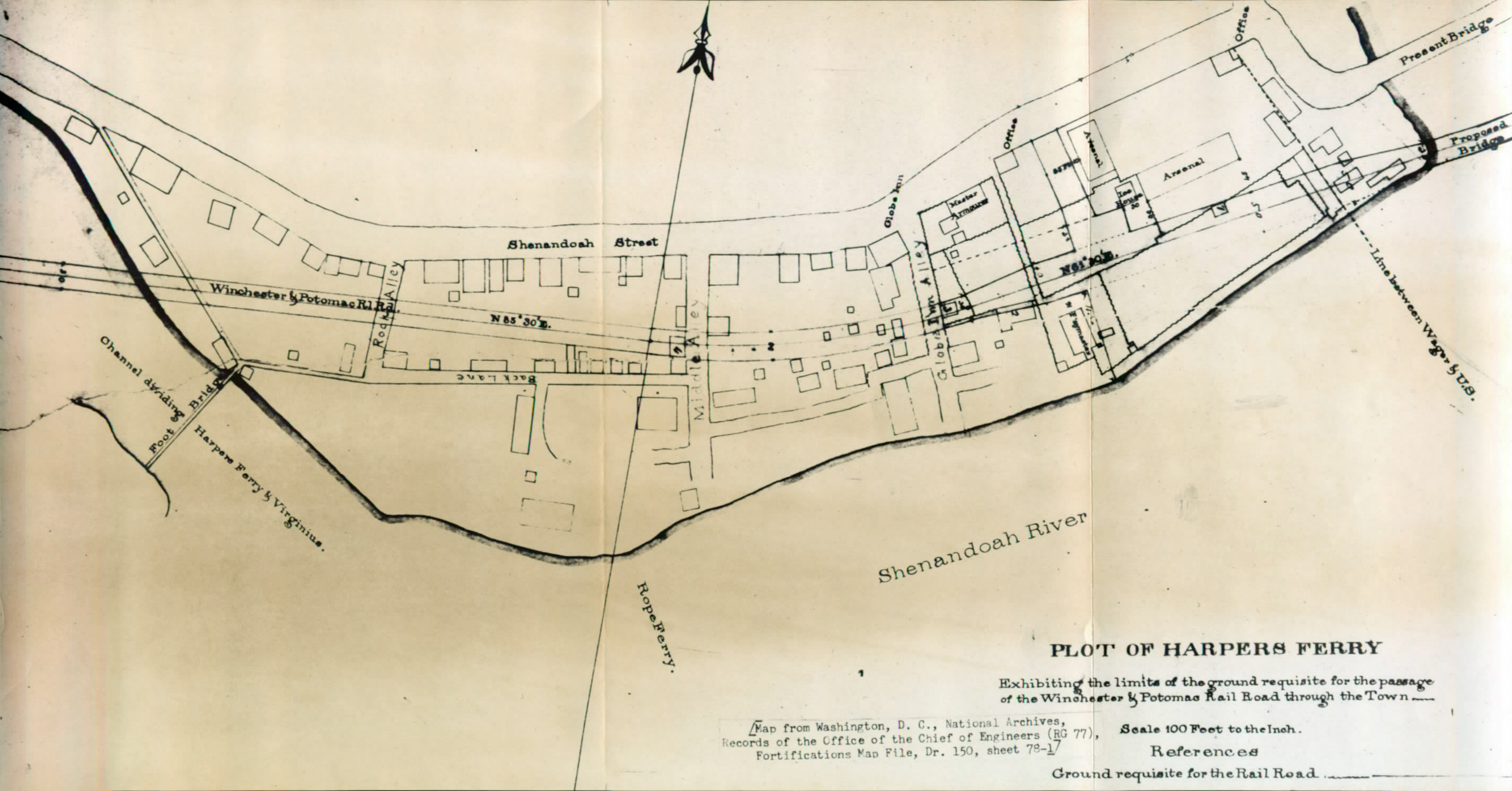
Under the direction of
James Kearney Lt Col and T.E.
1835"

This is a detail from a photostated copy of the map. Located in Washington, D. C., National Archives, Records of the Office of the Chief of Engineers, RG 77, Fortifications Map File: Dr 150, Sheet 82-2

Washington, D. C., National Archives, Records of the Office of the Chief of Engineers, Record Group 77, Fortifications Map File, Drawer 150, Sheet 78-1, Map A.

ILLUSTRATION NO. 7

Photostated copy of: "Plot of Harpers Ferry". Shows proposed winchester and Potomac Railroad line through the town. Two arsenals are shown (see p. 43). Note also the Master Armourer and Paymaster houses.



PLOT OF HARPERS FERRY

Exhibiting the limits of the ground requisite for the passage of the Winchester & Potomac Rail Road through the Town ___

Map from Washington, D. C., National Archives, Records of the Office of the Chief of Engineers (RG 77), Fortifications Map File, Dr. 150, sheet 78-1/

Scale 100 Feet to the Inch.

References

Ground requisite for the Rail Road _____

258. Harpers Ferry, W. Va., Mrs. H. T. McDonald (owner), "Map of Harpers Ferry by S. Howell Brown, 1852

ILLUSTRATION NO. 8

This is a detail of the 1852 surveyor's map made for the sale of government property (see p. 42). This is perhaps the only copy of this map in existence. Note Wernwag Street (see p. 23). Map was located by Archie W. Franzen, resident architect at Harpers Ferry.

"MAP OF HARPERS FERRY
by
S. Howell Brown D.S.
1852"

Scale of Perches

0 10 20 30

16.5 165 330 495

Scale of Feet

This is a detail of a photostated copy of a map, NM-HF 9005, National Park Service, EODC, 120 South Third Street, Philadelphia 6, Pa.

National Archives, Washington, D. C., Records of the Office of the Chief of Engineers, RG 77, filed under date, no number assigned [October 1958] "Harpers Ferry, Prepared by Bvt. Brig. Gen[l] & Bvt. Maj. Gen[l] A. A. Humphreys, Chief of Engineers and under the Authority of the Hon. Secretary of War, 1867, Scale of 3 inches to 1 Mile".

ILLUSTRATION NO. 9

This detail of a map shows the general topography around Harpers Ferry including Loudoun Heights, Bolivar Heights and the Civil War fortifications.

POTOMAC

FORT DUNCAN

HARPERS FERRY

RIVER

SHENANDOAH

BLUE RIDGE MOUNTAINS

Tollgate

Millville

Pleasant Valley

Elmory

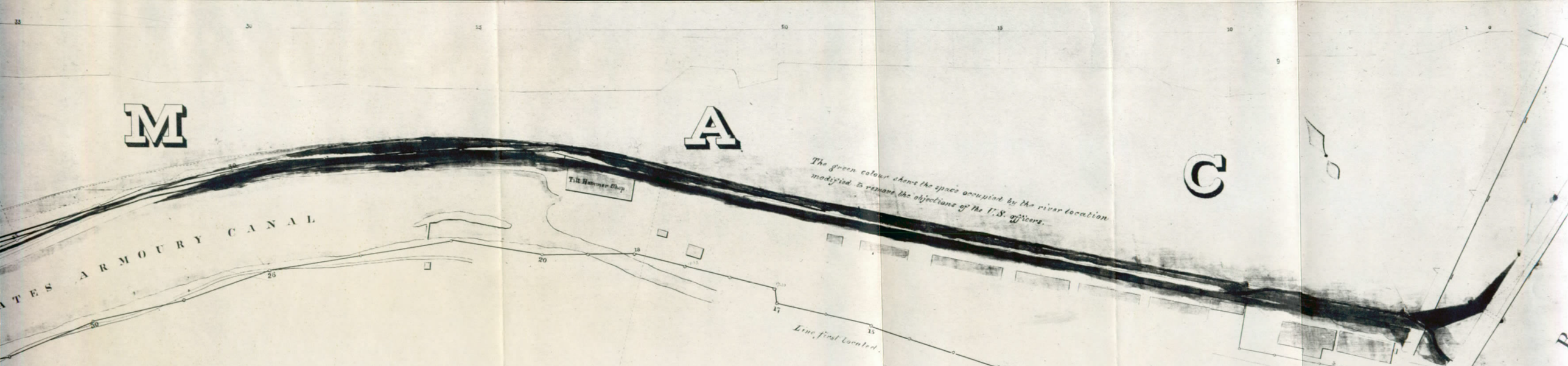
Miller

260. Philadelphia, Pa., U. S. Department of the Interior, National Park Service, EODC, Map number NMHF 9001, "Map and Profile of a line surveyed for the Canal belonging to the Government works in Harpers Ferry," October 24, 1870, no scale, photo-stated copy, location of original not known.

ILLUSTRATION NO. 10

This is a detail of the map which shows the line surveyed for the B & O Railroad through Harpers Ferry. Note location of buildings, tilt hammer shop and the United States Armoury Canal. The date of the map is October 24, 1870, just after the flood of September 30, 1870, which lasted two days and washed away the covered bridge belonging to the railroad.

(See pp. 51-52)



MAP AND PROFILE

of a

line surveyed for the

BALTIMORE AND OHIO RAIL ROAD

ASCENDING THE POTOMAC ALONG THE TOW PATH OF THE CANAL

Belonging to the Government Works in

Harpers Ferry.

NM-HF 8DDC

Road Office B & O R.R.Co
W. F. Bollmo
Engineer B & O R.R.Co

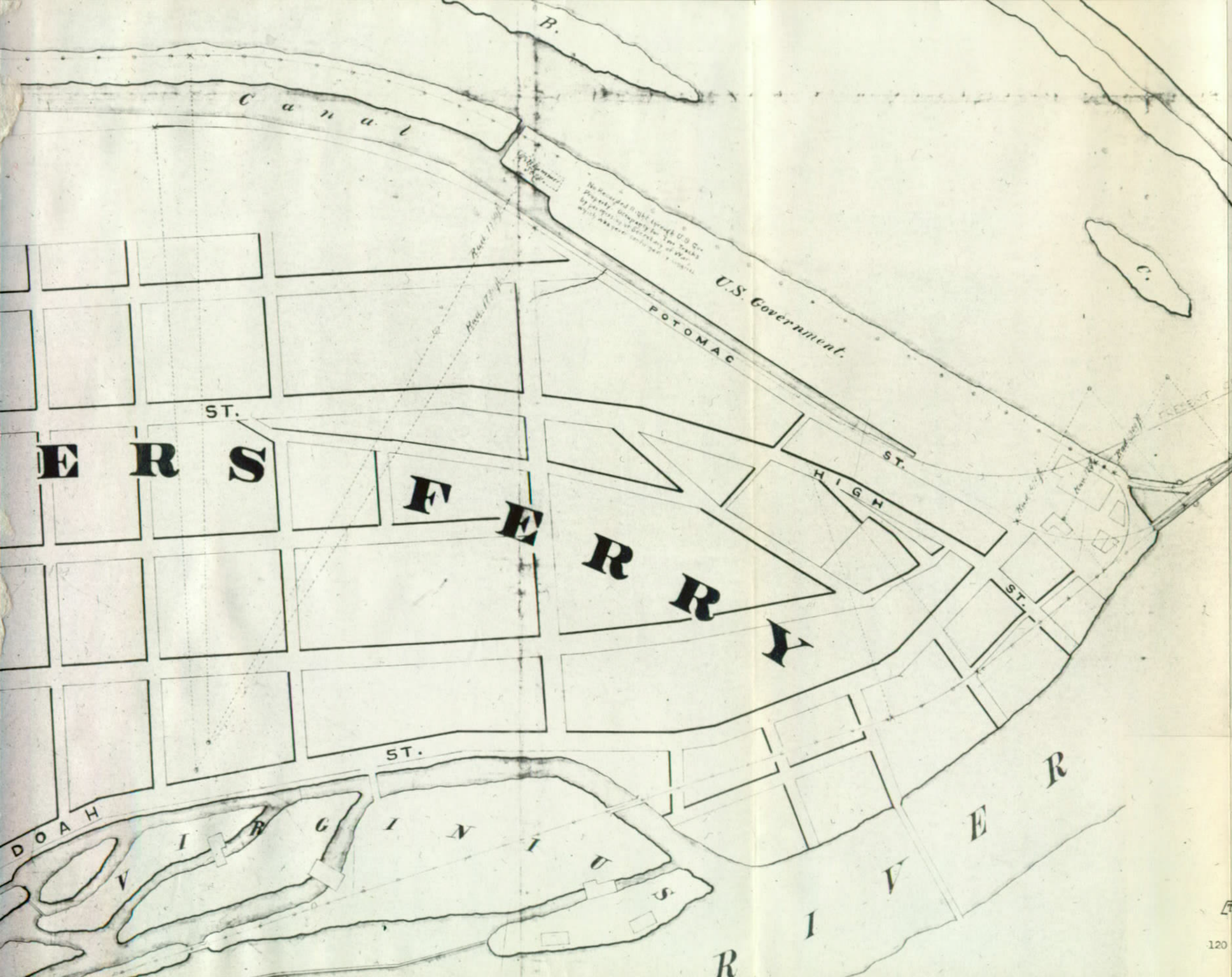
No scale located. This is a detail of the map NM-HF 9001, National Park Service, EDDC, 120 South Third Street, Philadelphia 6, Pa.

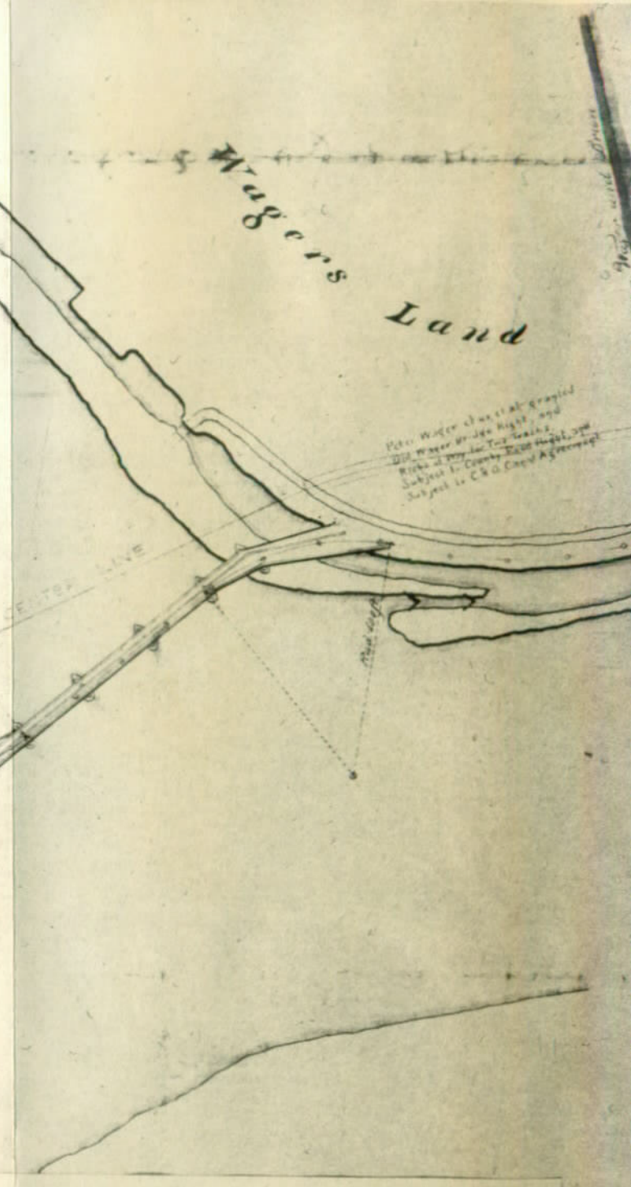
See 5-24-12 and 1-9-4 (Original Hard Copies)

261. Philadelphia, Pa., U. S. Department of the Interior, National Park Service, EODC, Map Number NMHF 9002, "General Plan Harpers Ferry to Sandy Hook" known as von Lindenberg's Map, traced 1892, scale 1" = 200', photostated copy, location of original not known.

ILLUSTRATION NO. 11

This detail of the map shows railroad tunnel, railroad lines, Government canal and C. & O. canal.





GENERAL PLAN

Harpers Ferry to Sandy Hook

Scale in feet

This is a detail of the map, NM-HF 9002, known as "von Lindenberg's Map," n.d., National Park Service, HODC, 120 South Third Street, Philadelphia 6, Pa.

262. Philadelphia, Pa., U. S. Department of the Interior, National Park Service, EODC, Map Number NMHF 9003, "B & O R.R. Main Line District, Shenandoah Division, Main Line, Plan showing Right of Way, Buildings and Tracks, Harpers Ferry, W. Va. Office of Dist. Engr., M. of W. Baltimore, Md.", February 19, 1913, Scale 1" = 50", reproduced tracing, location of original not known.

ILLUSTRATION NO. 12

This is a detail of the map which shows the main bridges and several of the buildings in the downtown area.

R=955'
Δ=24°-00'

STREET

HIGH STREET

MARKET STREET (Glover Inc Alley)

Station

"HF" Tower

Wood Platform

Brick Platform

Bridge No 4 10'3" St. & Br. Arch

Bridge No 1 Th Plate Girder

Bridge No 2 Wood Trestle

Stone Wall

Sidewalk

Band Stand

Brick

Platform

Traverse Line

T.M. CONNER

JOHN KELHEM HEIRS

Old Market House

TOWN PROPERTY

Old Brewery

GERMAN BREWING CO

ORIGINAL B. & W. & P. R. R.
BEARING S65-30'W.
(OLD BEARING S. 61°-30' W.)

Cattle Chute

Tool House

Stone & Concrete Wall

HARPERS FERRY & POT

HARPERS FERRY & LOUDOUN BRIDGE (Built in 1852)

B. & O. R. R.
Main Line District
Shenandoah Division Main Line

PLAN SHOWING RIGHT OF WAY, BUILDINGS AND TRACKS
Harpers Ferry, W. Va.

Office of Dist. Engr. M. of W. Baltimore, Md.
February 19, 1913
Note Books C-31 & 35
1-7-5

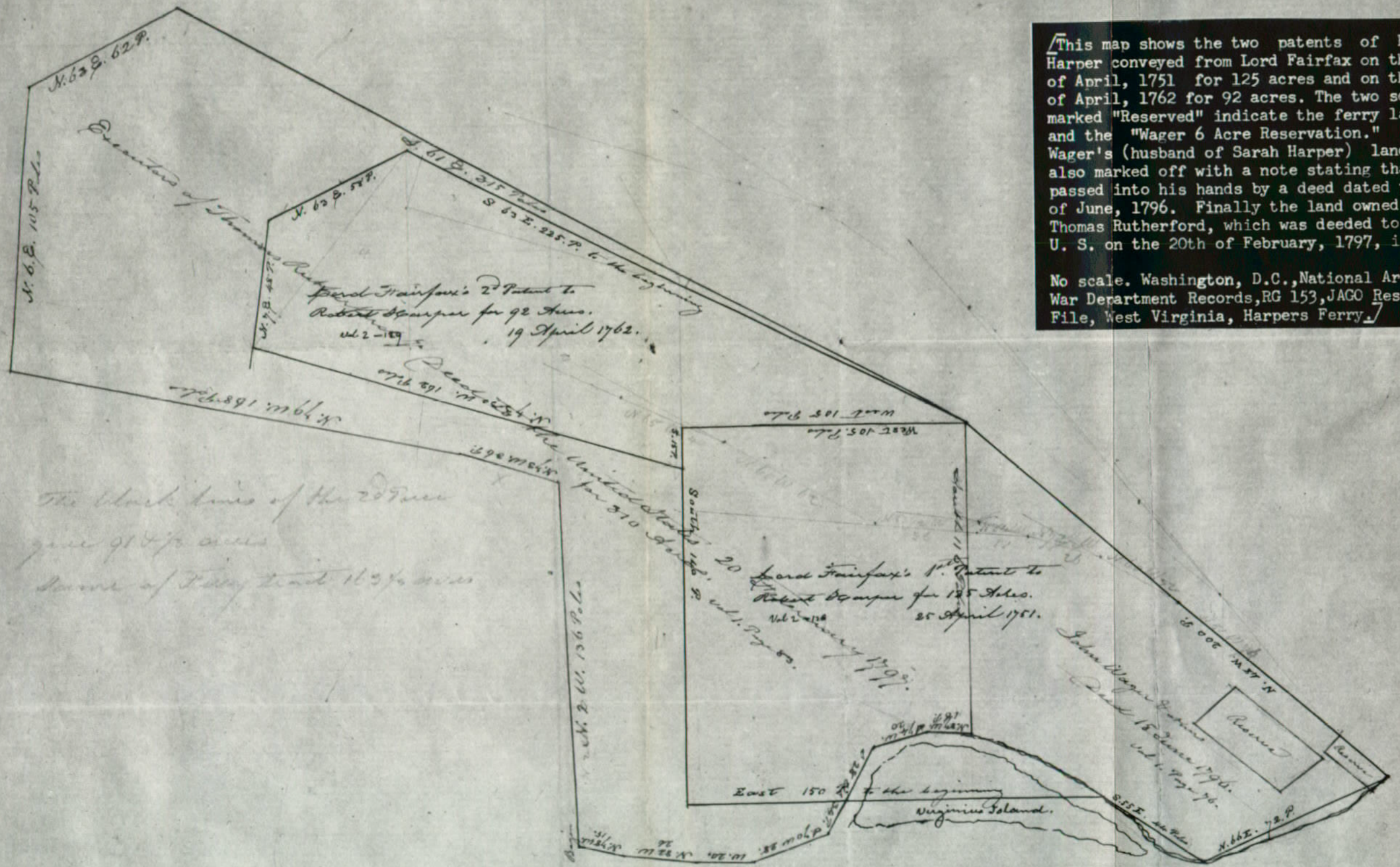
SCALE IN FEET
0 10 20 30 40 50 100 150

This is a detail of the map NW-HF 9003,
National Park Service, EUDC,
120 South Third Street, Philadelphia 6, Pa.

263. Washington, D. C., National Archives, War Department Records, Record Group 153, Judge Advocate General's Office Reservation File, West Virginia, Harpers Ferry, "Plat of the two Patents to Harper with the lines of conveyance to the United States".

ILLUSTRATION NO. 13

Photostated copy of the plat of two of Robert Harper's patents (see pp 6, 8 and 9. See also under Transcribed Documents items 1, 5 and 6).



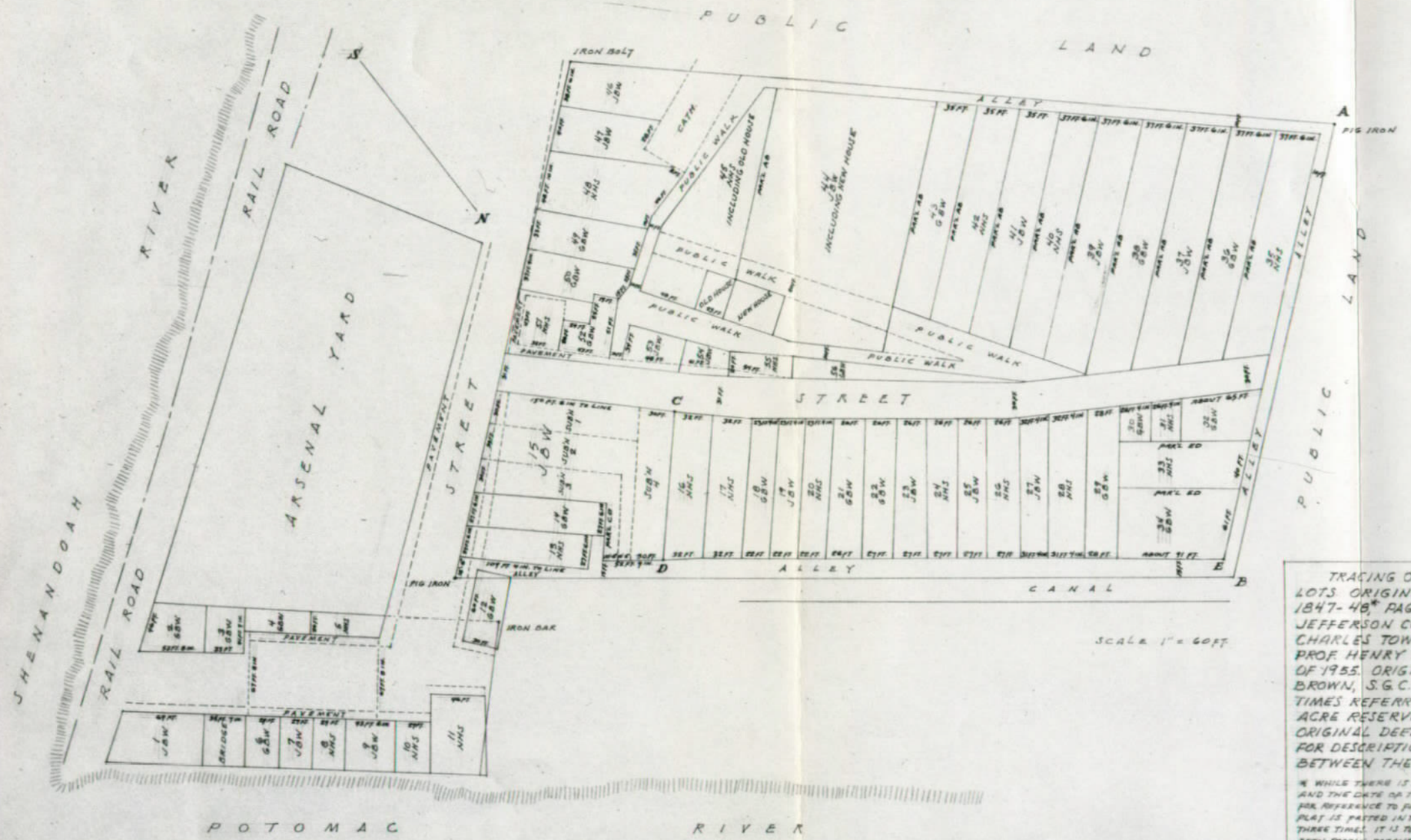
This map shows the two patents of Robert Harper conveyed from Lord Fairfax on the 25th of April, 1751 for 125 acres and on the 19th of April, 1762 for 92 acres. The two squares marked "Reserved" indicate the ferry landing and the "Wager 6 Acre Reservation." John Wager's (husband of Sarah Harper) land is also marked off with a note stating that this passed into his hands by a deed dated the 15th of June, 1796. Finally the land owned by Thomas Rutherford, which was deeded to the U. S. on the 20th of February, 1797, is shown.

No scale. Washington, D.C., National Archives, War Department Records, RG 153, JAGO Reservation File, West Virginia, Harpers Ferry.

264. Harpers Ferry, W. Va., Records at Harpers Ferry National Monument, tracing NM-HF 3076 by Archie W. Franzen of 1835 plat of Wager lots.

ILLUSTRATION NO. 14

Photostat of tracing of original Wager plat of 1835 (See pp 9 and 15). Note lots marked "old house" and "new house".



SCALE 1" = 60FT.

TRACING OF 1835 PLAT OF WAGER LOTS. ORIGINAL IN DEED BOOK № 29, 1847-48* PAGE 140. LOCATED IN THE JEFFERSON COUNTY COURT HOUSE IN CHARLES TOWN, WEST VIRGINIA BY PROF. HENRY EDWARDS IN THE SUMMER OF 1955. ORIGINAL DRAWN BY JAMES M. BROWN, S.G.C. LARGER POLYGON SOMETIMES REFERRED TO AS THE WAGER SIX ACRE RESERVATION. REFER TO COPY OF ORIGINAL DEED DATED OCTOBER 10, 1835 FOR DESCRIPTION OF DIVISION OF LOTS BETWEEN THE WAGER HEIRS.

* WHILE THERE IS A DISPARITY BETWEEN THESE DATES AND THE DATE OF THE DEED THESE DATES ARE CORRECT FOR REFERENCE TO FINDING THE ORIGINAL. THE ORIGINAL PLAT IS PASTED IN TO THE DEED BOOK AND FOLDED THREE TIMES. IT IS TORN ON SOME OF THE FOLDS AND HAS BEEN POORLY PATCHED MAKING IT DIFFICULT TO PHOTOGRAPH OR TRACE.
NOTE ALSO DISCREPANCY BETWEEN OVERALL DIMENSION AND LOT DIMENSIONS OF LINE ED EXTENDED.

HARPERS FERRY NATIONAL MONUMENT
TRACED FROM ORIGINAL JULY 11, 1957 BY A.W.F.

NM-HF 3076

PART D

PHOTOGRAPHS

Gettysburg, Pa., Gettysburg National Military Park, from the William H. Tipton collection, "Old view of Harpers Ferry," n.d., enlargement from one of a pair of stereo negatives on glass.

PHOTOGRAPH NO. 1

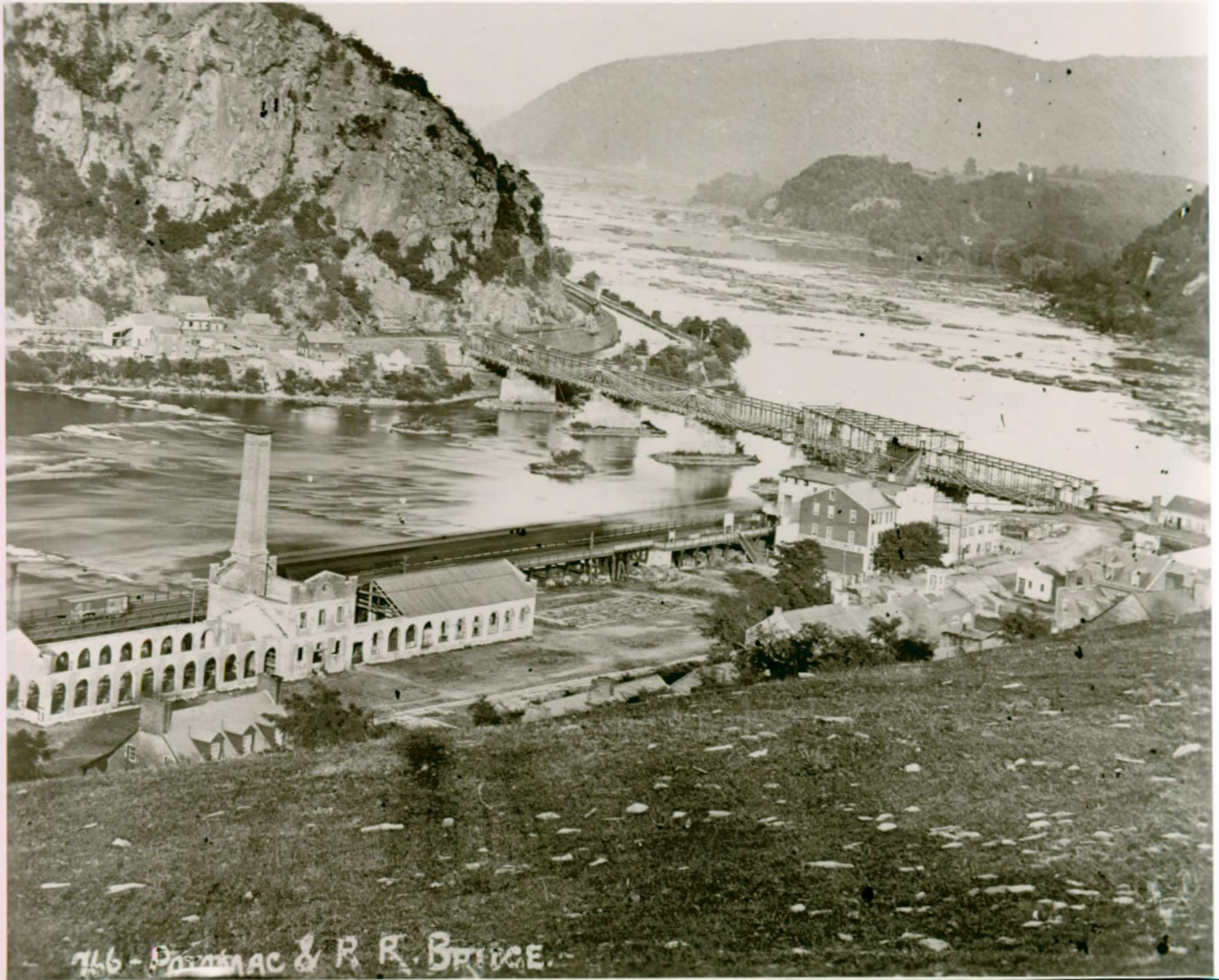
This photograph shows the elevated tracks of the railroad in the foreground with the U. S. Armory buildings immediately behind. The building on the left is St. Peter's Catholic Church, while the one on the right is the Episcopal Church.



Gettysburg, Pa., Gettysburg National Military Park, from the William H. Tipton collection, n.d., photographer unknown.

PHOTOGRAPH NO. 2

The United States Armory and Arsenal. The view is eastward, with Maryland Heights at the left.


766 - Potomac & R. R. Bridge.

Gettysburg, Pa., Gettysburg National Military Park, from the William H. Tipton collection, n.d., photographer unknown.

PHOTOGRAPH NO. 3

View of the town of Harpers Ferry taken from the heights of the south bank of the Shenandoah. U. S. Armory buildings and railroad may be seen on the right hand part of the photograph. Architect A. W. Franzen dates the view some time between 1884 and 1892.


FERRY. S

Gettysburg, Pa., Gettysburg National Military Park, from the William H. Tipton collection, n.d., photographer unknown.

PHOTOGRAPH NO. 4

Shows entrance to U. S. Armory and some of the buildings. The building in the left foreground is the famed "John Brown's Fort" (the fire engine house) in its original position.



Baltimore, Md., Baltimore and Ohio Railroad Company Library, n.d., photographer unknown.

PHOTOGRAPH NO. 5

This photograph shows "John Brown's Fort" after its return from the World's Columbian Exposition (1893) and before its removal to Storer College campus (1909).



JOHN BROWN'S FORT AS IT NOW STANDS ON THE BANKS OF THE SHENANDOAH RIVER, A FEW MILES FROM HARPER'S FERRY.

Philadelphia, Pa., U. S. Department of the Interior, National Park Service, Eastern Office of Design and Construction, photographic files, "Harpers Ferry National Monument, John Brown's Fort, Storer College," EODC neg. no. 225, photographer: C. E. Peterson, August 1955.

PHOTOGRAPH NO. 6

This photograph shows "John Brown's Fort" as it was placed on Storer College campus in 1909. Note the new foundations.



Baltimore, Md., Baltimore and Ohio Railroad Company Library, "The Federal Camp on Bolivar Heights, 1862, From a photograph," original source not known.

PHOTOGRAPH NO. 7

This photograph shows "Camp Hill" during the Civil War (see page 17 and page 47).



THE FEDERAL CAMP ON BOLIVAR HEIGHTS, 1862

From a photograph

Gettysburg, Pa., Gettysburg National Military Park, from the William H. Tipton collection, n.d., photographer unknown.

PHOTOGRAPH NO, 8

View across the Shenandoah looking south. Jefferson's Rock is in the foreground (see page 9). The house in the extreme upper left corner of the photograph was the house of the guerrilla Mobley.


761-Jefferson Rock.

274. Howells, John Mead, Lost Examples of Colonial Architecture, New York, 1931, plate 51 /Unsigned note on National Park Service print states "incorrectly labeled. Actually this is Harpers Ferry, W. Va."/

PHOTOGRAPH NO. 9



STREET ALONG CANAL ABOVE PRESENT KEY BRIDGE,
GEORGETOWN, D. C.

275. Gettysburg, Pa., Gettysburg National Military Park, from the William H. Tipton collection, n.d., photographer unknown.

PHOTOGRAPH NO. 10

View along Shenandoah Street. The Catholic Church is in the background.



PART E

SOURCES NOT INVESTIGATED

SOURCES NOT INVESTIGATED

It must be stated here that much of the material which would ordinarily be found in a search of this type was apparently destroyed in a fire at the War Office on November 8, 1800.

If additional research in the National Archives is contemplated, it is suggested that the following sources be examined:

1. RG 77--Records of the Office of the Chief of Engineers Stack 8W

2. RG 107--Records of the Office of the Secretary of War Stack 8W (A few items in RG 107 were examined during the research on this report)

3. RG 121--Records of the Public Buildings Service Stack 18E (Records of the 1884 sale and also 2 deed books)--A considerable part of RG 121 was utilized in the preparation of this report.

4. RG 159--Records of the Office of the Inspector General Stack 8W

Other possible sources include:

1. RG 50--Records of the Treasurer of the United States

2. RG 56--General Records of the Department of the Treasury

3. RG 74 - Records of the Bureau of Ordnance

4. RG 92--Records of the Office of the Quartermaster General-(A few items in RG 92 were examined during the research on this report)

5. RG 94--Records of the Adjutant General's Office

6. RG 153--Records of the Judge Advocate General's Office (A few items in RG 153 were examined during the research on this report)

7. RG 156--Records of the Office of the Chief of Ordnance (A few items in RG 156 were examined during the research on this report)

8. RG 206--Records of the Solicitor of the Treasury

In order to provide a more complete picture of the history, some additional items should be located such as: a copy of the Royal Grant given to Lord Fairfax for the Northern Neck of Virginia; the patent from the State of Virginia to Israel Friend; the patents from Lord Fairfax to Robert Harper; map numbered 3950.3 (see Appendix, Part C, item 2) and the design of an armory by Benjamin Latrobe.