HFR 236A

PREFACE

This study has been prepared as the first of a series on the history of Harpers Ferry after the Civil War. The following complex story of the acquisition and disposal of the public lands and buildings of the U.S. Armory at Harper's Ferry, West Virginia, lays the basic groundwork for all the economic and industrial development that did and did not take place at Harper's Ferry after the war. It also suggests the reasons why the town sank into a state of industrial and economic suspended animation for twenty years, from 1865 to 1885, and when, like Rip Van Winkle, Harper's Ferry awoke from its long sleep, the world had left the town far behind. Techological changes had rendered industry largely independ of water power and so when Harper's Ferry's water power was finally built, it was much less important and the town was never again to achieve the economic and industrial status that it had enjoyed before the Civil War.

The study has been divided into three sections, or volumes: Volume I, the present section, consists of a narrative history of the acquisition and disposal of the public lands at Harper's Ferry from 1796 to 1885. Volume II, contains a record of all deeds issued by the United States Government for the public lands at Harpers Ferry from 1852 to 1885, together with other data that documents the narrative history of Volume I. Volume III is comprised of the extensive series of letters, reports, and studies relating to the sale of the U.S. lands at Harpers Ferry during the years 1865 to 1885 that were published in the records of the U.S. Congress. These documents further support the narrative history of Volume I.

It is suggested that two further studies be programed to complete the chief industrial history of Harper's Ferry in the post Civil War years. The first and must important of these would be of Thomas H. Savery and Comp who redeveloped and utilized the water power of the Potomac and Shenandoah

Rivers for industrial purposes from 1886 to 1942.

Secondly, a similar study of the redevelopment of the water power of the Island of Virginius by Jonathan C. Child and John A. McCreight during the period 1867 to 1889, when their company failed.

When the mills of Savery & Company closed their doors forever in the 1940's, Harper's Ferry's days as an industrial center came to an end and the town began to die rapidly.

Charles W. Snell

December 1979

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CHAPTER I

THE ACQUISITION OF LAND FOR THE U.S. ARMORY AT HARPER'S FERRY, VIRGINIA, 1796 to 1861

1. Title to the Lands, 1751 to 1796:

Nearly all of the real estate that formed the core of the U.S. Armory at Harper's Ferry's land holdings, 1796-1884, was originally held by Robert Harper, under two patents to him from Lord Thomas Fairfax, proprietor of the "northern neck" of Virginia, dated respectively April 5,1751 for 125 acres, and April 19,1762 for 92 acres, and also a patent from Governor Horatio Sharp of Maryland for an island, later known as Byrnes Island, in the Potomac, issued on July 28,1763.[1] Robert Harper, a mill-wright from Pennsylvania, resided at and improved his wilderness property at Harper's Ferry from 1751 until his death in October 1782. Under his will he bequeathed the western half, including his residence and flour and saw mills, which were located on or adjacent to the Hall Islands in the Shenandoah River, to his nephew Robert Griffith. The eastern half, which included his new stone tavern, Bldg. No. 1A, his ferry rights on the Potomac River, "and"all my estate ,right, and title to the Maryland shore of said ferry, and also,,.. to and for ten acres upon what is called the Big Island, up the Potomac River , adjoining the ferry aforesaid,"[2] Harper left to his niece, Sarah Harper, who was the wife of John Wager, Sr. and residing in Philadelphia. The Wager family, who continued to live in Philadelphia,

1. Lord Fairfax's Deed of April 25,1751 to Robert Harper, is in Northern Neck Grants, Book 6, p. 496, 125 acres, Virginia State Library, Richmond, Virginia . Data on 2nd deed for 92 acres, dated April 19,176, from recital of facts in Thomas Rutherford and others to United States, deed of B. & S., February 20,1797, in National Archives Record Group No. 121, Entry 75, Warrenty Deeds and Corrpspondence, Harpers Ferry,W. Va., 1766-1880, Tray 1, Data on island from National Archives Record Group 153, Office of the the Judge Advocate General, Military Reservation Reservation Division, 1809-1942, Box 44, with copy of deed. Also see " Letter from the Attorney General in answer to a resolution of the House of March 26th last[1867],relative to the title to relative at Harper's Ferry," December 5,1867, printed in House of Representatives Executive Documents, Vol. 7, 40th Congress, 2nd Session, 1867-68, Serial No. 1330, Document No. 17,page 3- This includes an abstract of title of much of the land. Hereafter refered as "Abstract of Title SN-1330 For Harpers' deed of April 19,1762 see Harper's D

during this period, leased out the ferry rights and tavern, and held title to the property from 1782 to 1796.

2. The United States Acquires Land for an Armory at Harpers Ferry, 1796-97.

An Act of Congress, approved April 2,1794, authorized the erection, repairing and operation of national arsenals and armories by the newly established U.S. Government. Acting under the terms of this law, President George Washington directed his Secretary of War to purchase the necessary lands and to establish a national armory at Harpers Ferry for the purpose of manufacturing arms.[3] Accordingly, on June 15,1796, John Wager, Sr. sold all of his wife's Harper's Ferry inheritance, except for six acres of land retained in what became known as the "Wager Six Acre Reservation, another three-quarters of an acre retained in what was called the "Wager Ferry Lot Reservation", and his ferry rights on the Potomac, to the United States Government for $ 7,016.66.[4] Also included in this transaction for approximately 117 acres was his title to "an Island in the River Potomack opposite to Harper's Ferry containing about Twenty Acres."[4]

On February 20,1797, Thomas Rutherford, William Darke, Van Rutherford, and Mary [illegible] Rutherford, executors and executrix of Thomas Rutherford, Jr., deceased, in consideration of $ 10,000 paid by the United States, conveyed to "George Washington, President of the United States and his successors forever" about 310 acres of land

2."Last Will of Robert Harper of Berkeley County, Va., dated September 26, 1782, probated October 15,1782,National Archives Record Group No. 153, Military Reservation Division, Box No. 44. Portions also printed in "Abstract of Title", S.N. 1330, p. 3. For Will, see Appendix No. 2. p.94.

3.Public Statees at Large of the United States of America Vol. 1(1845),p.352, see Appendix I, 87 for copy of law.

4.Copy of Warrenty Deed, John Wager,Sr. et el, Berkeley County. Va., to U.S., June 15,1796, in Record Group No. 121, Public Buildings Service, Entry 75-Warrenty Deeds and Correspondence,1796-1884, for Public Lands of the U.S. Armory at Harpers Ferry, Va., Tray No. 1. "Abstract of Title, "S.N. 1330,p.4. See Appendix No. 2 for copy of this deed.p.98/

consisting of the western portion of the estate that Robert Harper had left to Robert Griffith and which was subsequently by deed dated January 9,1797 conveyed to the grantors by the heir at law of said Griffith." [5] Thus by the spring of 1797, at a total cost of $ 17,016.66, the United States Government had obtained title to 427 acres of land that was form the chief seat of the operations of the U.S. Armory at Harpers Ferry from 1796 to 1861.

There was, however, a downward adjustment of four acres in 1803. John Wager, Sr. died in 1803, and the executor of his estate, Edward Lucas, noticed that under the terms of Robert Harper's will, Wager should have established four acres of land around Harper's grave as a graveyard, but had failed to so. Also Wager had retained title to only six and three-quarters acres of land in Harpers Ferry, which was not near to Robert Harpers' grave, the Wager family could not now carry out Harpers' request. This ommission, the lawyer pointed out, might not only invalidate the Wager family title to their 6 3/4 acres but also the United States title to the 117 acres that had been acquired from Joh Wager. In order to correct this situation, Samuel Annin, Paymaster of the U.S. Armory at Harper's Ferry, surveyed and laid out the four acre cemetery in late 1803. [6]

The correct total acreage available after 1803 was thus 423 acres, and not 427 acres, as listed in Ordnance Department records. Of the total of 423 acres, approximately 72 acres were used to establish the U.S. Musket Factory or Armory on the Potomac River, 13 acres to erect the U.S. Rifle, or Hall's Factory on the Hall Island in the Shenandoah River, and about 3/4 of an acre on Blocks A and B, Shenandoah Street, to construct two arsenal buildings in which

5. Copy of Warrenty Deed, Thomas Rutherford et ux, Berkeley County, Va., to United States, February 20,1797, in National Archives Record Group 121, Entry 75, Tray 1. For copy of deed, see Appendix No. 3. p.104.
" Abstract of Title," S.N. 1330, p.4.

6. The Survey of the Harper Cemeentery is recorded in Deed Book 3, p.108, Jefferson County, Courthouse, Charles Town, W. Va., Paymaster Samuel Annin to the Secretary of War, January 1804, notifying the Secretary of this action. Harpers Ferry NHP Microfilm Reel 18, Vol. 2, p.174.

to store the newly manufactured arms. The balance of the land, some 337¼ acres, was really surplus to the Armory's real needs. Events were to prove that in fact the United States owned too much land in Harper's Ferry and this was to create many problems for the Government as the population of Harpers Ferry began to expand as the Armory grew.

For a Map illustrating the 1796-97 acquisitions, see Map No. 2. on p.125.

3. Additions to the Original Holdings:

a. Friends' Ore Bank, 1800:

On May 8, 1800, Henry Lee and wife, in consideration of payment to them of $ 24,000, conveyed to the United States, " all the iron ore , with all the rights, &c., necessary for digging, raising and removing the same, in a certain tract of land in Berkeley [now Jefferson] County, Virginia, adjoining the Potomac, containing about 1,600 acres, which is a bank of iron ore known as ' Friends' ore bank," excepting so much thereof as has been conveyed by said Lee to John Potts and others. They also conveyed "one-half acre of land adjoining the said river, to be selected for the United States... by their agent.."[7]

On June 20,1800, John Potts and his wife, George North and his wife, and William Wilson, of Berkeley County and Alexandria, Virginia, in consideration of $ 42,000.00 conveyed to "John Adams, President,&c. his successors," "the right of digging ore from 'Friends' ore bank' held under said Henry Lee &C," and 221 acres of and buildings of a tract known as the "Keep Tryste Furnace." [8] On September 21,1819,

8A. -continued. Approved March 3,1819. U.S. Statues at Large, Vol. 3, p. 521. Also "Abstract of Title, SN.1330," p. 6. For copy of deed, See Appendix No. 2, pp. 110 and 117. [illegible] November 12,1[illegible], Col. Bomford, Chief of Ordnance to Secretary of War. Jan.12,1837, National Archive RG 153, Box 45.

7. Warrenty Deed, Henry Lee et ux, Westmoreland County, Virginia, to the United States, May 8,1800. in National Archives Record Group 121, Entry 75, Tray No. 1. See Appendix B, p. 167 for copy of deed. This Henry Lee was "light Horse Harry" Lee of Revolutionary fame and the father of Robert E. Lee. "Abstract of Title" S.N.1330,p.6.

8. "Warrenty Deed, George North et al., to United States, June 20,1800," National Archives Record Group No. 121, Entry 75, Tray 1. Also conveyed was a [illegible] tract of land with buildings and improvements, located

the U.S. sold the 221 acre Keep Tryste Furnace Tract to John Preacher for $ 15,000.00, thus reducing the total cost from $ 42,000 to $ 27,000 (8A

Thus in 1800 and at a cost of $ 51,000 the United States obtained title to 1,600 acres of iron ore land known as the " Friends' Ore Bank ". This property was located on south bank of the Potomac River in Jefferson County, several miles northwest of Harpers Ferry Armory and was to be used to ensure a supply of iron for the manufacture of arms. The Ordnance Department,1800-1860, did not include this land as a part of the Armory property, but in the land disposal programs of the 1869-84 period, the Friends' Ore Bank was offered for sale as a part of the Armory real estate.

b. Timber Rights on 1395 acres of Land, 1813:

On August 20,1813, in consideration of $ 20,860.62, Fernando Fairfax amd others sold to the United States the perpertural right to cut all "the trees,woods, and underwoods of every sort and denomination " on 1,395 5/8th acres of mountain land that lay on the south side of the Shenandoah River, opposite to Harpers Ferry, in Jefferson and Loudoun Counties,Virginia. This acquisition was known as "the Shannondale tract". The object of this purchase was to supply the public workshops, offices, and quarters of the U.S. Armory at Harper's Ferry, with wood for fuel and also to make charcoal which was utilized in the production of arms.[9] See Map No. 3, for a 1811 survey of the wood land tract. [p.137 and 139] Part [about 216.80 acres] of this 1,395-acre timber tract were included within the bounds of Harpers Ferry National Historical Park in 1953.

c. Ferry Rights on the Shenandoah River, 1818:

On October 27,1818, on the receipt of $ 5,000, Fernando Fairfax sold the ferry rights across the Shenandoah River , the ferry and a ferry tract of 68 acres and 80 square perches of land, with the buildings, located on the south bank of the Shenandoah River, to the

9. Fernando Fairfax, et ux, to the United States, Deed of B. & S. August 20,1813, in National Archives Record Group 121, Entry 75, Tray 1; Also recorded in Deed Book No. 8, p. 63, Jefferson County Courthouse, Charles Town,W.Va.- Also copy on Harpers Ferry NHP Microfilm Reel No. 24, Vol 6, pp.549-550. For copy of deed see Appendix No. 7. "Abstract of Title," S.N. 1330, p. 6. See Appendix No. 2,p.120 for deed.

United States.[10] The ferry was purchased to eliminate the high cost of ferrying wood cut on the 1,395 acres of timberland on the south side of the Shenandoah River over to the Armory side. The United States Armory operated the Shenandoah ferry under a leasing system from 1818 to 1843. In the latter year the first bridge, a toll bridge, was constructed over the Shenandoah at Harpers Ferry and the ferry ceased to function again till the toll bridge was destroyed in the Civil War. For the 1818 survey of the Shenandoah Ferry Lot, see Map No. 5. This 68 acre tract is included within the bounds of Harpers Ferry National Historical Park.

By 1819 the United States Armory at Harpers Ferry held title to a total of approximately 1,886 acres of land that had been acquired at a cost of $ 42,877.28. If the 1,600 acre Friends' Ore Bank is included, then the total acreage was 3,486 acres and the total cost, $ 93,877.28. In "A Statement of the expenditures at the United States Armory at Harper's Ferry, and of the arms made and repaired therein, from its establishment[1796] to the close of the year 1821," the Ordnance Department informed Congress that a total of $ 2,601,409.35 had been spent at Harper's Ferry. Of this total, $ 2,171,490.49 had been expended on the manufacture and repair of arms, $ 63, 458,49. for the packing and transportation of arms, $ 256,509.41 for the construction of buildings, mill-dams, canals, and other permanent improvements, $ 66,793.32 for the repair of buildings, canals, and dams, and $ 42,877.28 for the purchase of land. The acreage was stated to be 1,890 acres(thus including the 4 acres in Harpers Graveyard) and the total number of buildings, including 89 dwelling houses valued at $ 47,600.00, was 113 structures valued at a

10. A Warrenty Deed, Fernando Fairfax to the United States, October 27, 1818, in National Archives Record Group 121, Entry 75, Tray No. 1. Also recorded in Deed Book No. 10, p. 402, Jefferson County Courthouse, Charles Town, W.Va. Also copy of deed on Harpers Ferry NHP Microfilm Reel No. See "Abstract of Title," S.N. 1330, p. 5.
For deed, see Appendix No. 8, p.124, for maps, No. 4 and 5, see p.139 and 140.

total of $ 150,650. The report further stated that a total of 119,911 new muskets and 19,718 new rifles had been produced to date.[11]

d. Water Power Rights on the Shenandoah River, 1833:

In the 1830's, the Ordnance Department decided to greatly increase the production of John H. Hall's contract rifle and in order to accomplish the water power facilities on Halls Islands in the Shenandoah had to be expanded . To increase the flow of water, the existing U.S. dam had to be extended completely across the river and this would effect the water power of the John Strider, who owned the Gulph Mills, which were located immediately above or west of Halls Island. On June 27,1833, the United States Government paid Strider $ 2,600 for the use of the water in the Shenandoah between his mills and rifle factory on Halls Islands and also for his consent to construct the dam across the Shenandoah.[12]

With this acquisition, the total expenditures for land at Harpers Ferry, excluding the Friends' Ore Bank, stood at $ 45,477.28 and the acreage, excluding the 4 acre Harper Grave Yard, was 1,886 acres.

11. American State Papers: Military Affairs (Washington, D.C.,1834), II, 481-482.

12. Deed, John Strider and others, to the United States, June 27,1833, in National Archives Record Group 121, Entry 27, Tray 1. Deed also recorded in Deed Book 18, p. 431-432, Jefferson County Courthouse, Charles Town,W.Va. See also "Abstract of Title," S.N. 1330, p.5. For deed, see Appendix No. 2, p. 127. On March 2,1836, Congress appropriated $ 4,600 to purchase the [illegible] water rights and construct the dam on the Shenandoah River, U.S. Statues at Large, IV, p.642.

4. U.S. Grants of Rights of Way Across Armory Property:

a. To the Potomac Company, 1806:

In an agreement dated March 3, 1806, the United States granted the Potomac Company the authority to construct a canal with locks through the public lands on Halls Island.[13] Potomac Company completed its construction of the the canal and locks on the Shenandoah River in 1807.

For the 1807 map illustrating this right of way, see "Plat No.62 with No title and legend reading "Shewing the Shenandoah River, Shenandoah Canal, Hall's Island, and house where Robert Harper Died, his mills and races, Scale: 8 perches to an inch. Listed in National Archives Cartographic Section, Record Group No. 477, as Dr. 118-62. Map No. 43.[14] This plat is in Harpers Ferry NHP Map Case, Drawer No. 9.

b. To the Winchester and Potomac Railroad Company, 1835:

On January 27, 1835, President Andrew Jackson granted the Winchester and Potomac Railroad Company a right of way for its tracks across the the U.S. lands along the Shenandoah River at Harpers Ferry. The grant specified that the right of way was to be 50 feet wide across Blocks A and B, Shenandoah Street, and 30 feet wide as it crossed Blocks C, D, E, and F, Shenandoah Street, and also on the Hall, or U.S. Rifle Factory, Islands. The grant further specified that the railroad track was to elevated and mounted on trestles as it crossed the U.S. lands in order to permit the inhabitants of these blocks free access to their lots.[15] The railroad company completed the construction of its lines and began operations in 1836.

13. Articles of Agreement, March 3, 1806, Thomas Jefferson, President of the United States and the Potomack Company, in National Archives Record Group 153, Military Reservation Dividion, Box 44. Copies of this agreement are on Harpers FERR NHP Microfilm Reel 22, Vol. 13, pp. 1265-1267. See Vol.II p. 118. See Vol.III,p.148, for the Agreement and Map.

14. Armory Paymaster Samuel Annin letters of April 21 and May 14,1807 ,accompanyin the plat are on Harpers Ferry NHP Microfilm Reel No. 18, Vol. 1, p. 50 and 52. See Vol. III, p.141-47, for right of way report and 1834 map.

15. See Report of Lieutenant Colonel Kearney and Captain Trumbull, of the Corps of Topographical Engineers, in reference to a Resolution of Congress Passed During its Last Session , Authorizing the President to Grant under Certain Conditions a Right of Way to the Winchester and Potomac Railroad Company over the Public Ground at Harpers Ferry, October 23,1834-Harpers Ferry NHP Microfilm Reel 17, Vol. 4, p. 272-273- Continued on next page.

To the Baltimore and Ohio Railroad Company, 1838

On November 5,1838, the United States granted the Baltimore and and Ohio Railroad Company a twenty-foot wide right-of-way through the U.S. Musket Factory yard up along the south bank of the Potomac River.[16] The railroad company's right of way was extended from the existing U.S. stone river wall 20 feet forward into the Potomac, meaning that the railroad had to built into the river. The railroad entered Harpers Ferry, via its Potomac River bridge, in June 1841, and in June 1842, began running on a trestle through the Musket Factory yard as far west as Hancock.

For a Water Tower, B & O. R.R., 1855.

On November 16,1855, Armory Superintendent Henry W. Clowe, acting under authority and instructions from the Secretary of War Jefferson Davis, with V. Brooks, President of the B & O. R.R., entered into a formal agreement[17] under which the B & O. R.R. Company was permitted to erect a brick water tower about 17 feet square and about 36 feet high in the musket factory yard, with the understanding that it would be removed if requested. The tower, erected in 1856, was destroyed on February 7,1862, during the Civil War.

15. Continued: and "Map of Harper's Ferry Shewing the Location of the Winchester and Potomac Railroad," drawn by Lieuts White, Allen, and P.S. Smith, U.S. Army, under the Direction of James Kearneym Lt. Col. and T.E., - 1835 Map No. 2 - approved by President Andrew Jackson, January 27,1835. Map A, 1834 in Vol. III, p. 146.

16. Agreement between J. R. Poinsett, Secretary of War, and Louis McLane, President of the B & O. R.R. Co., November 5,1838, National Archives R.G. 121, Public Buildings Service, Harpers Ferry Case No. 154 (MS). See Vol. III, P. 63, for agreemen

17. Agreement, November 16,1855, Harpers Ferry National HP Microfilm Reel 25, Volume 9, p. 936-937.

Agreement and Map in Vol. III, p. 63- Map on p. 66.

Bridge Across the Shenandoah River, 1843.

On August 1,1842, the Congress of the United States passed a law that granted the Shenandoah Bridge Company at Harper's Ferry the right to construct a toll bridge across the Shenandoah River at that town. The right was granted on condition that " all agents, servants and property in the service of or belonging to the United States shall pass and be transported free of toll."[18] This bridge was completed in 1844 and was destroyed (after being rebuilt several times-1844-1860) by Virginia Confederate troops on June 28, 1861. With the destruction of bridge, the Shenandoah ferry rights reverted to the U.S. Government and were to be offered for sale at the public auction held at Harpers Ferry of Armory Property in December 1869.[19]

19. From August 12,1865 to 1869, the War Department granted the Shenandoah Bridge Company a temproary license to operate a ferry across the Shenandoah River at Harper's Ferry. The company stated that it wished to rebuilt the toll bridge and would operate the ferry during the period of construction. The Company operated the ferry but made no effort to r ebuilt the bridge. A Collection of Annual Reports and other Important Documents Relating to the Ordnance Department,...IV, 1047.

18. Attorney General of the U.S. to Secretary of War John B. Floyd, August 13, 1860, Harpers Ferry NHP Microfilm Reel No. 27, Volume 8, p.796-797, also see Volume 10, p. 973-975. Law in U.S. Statues at Large, Vol. 6,848-849,

for copy of 1842 law see Volume III, p. 147.

Acquiring Title To Buildings or Improvements erected by Private Individuals Erected on Armory Lands.

Housing for the Workmen, 1800-1832:

Housing the 200 to 250 Armory workmen and their families at Harpers Ferry during the first quarter of the 19th century was not an easy task because: (a) There was almost no housing available when the Armory began operations in 1800-1801 and the work force expanded much more rapidly then additional dwellings could be built.

(b) The normal remedies for solving these difficulties could not be applied at Harpers Ferry because there was no private land available for the workmen to purchase and on which they could erect their own homes. The United States Government owned all of the land at Harpers Ferry except six and 3/4th acres, which belonged to the Wager family. The Wager family refused to sell any of this property and leased it only at high ground rents to merchants who in turn erected stores and charged the Armory employees high prices to recoup their ground rents.

Armory superintendents attempted to solve the housing problem by adopting a two fold policy: 1st, funds were requested from Congress to construct Armory dwelling houses on the public land, to be rented to the workmen; and 2nd: when the work force expanded faster than Congress appropriated money to erect more housing, the Armory superintendents permitted the workmen to build their own houses on the public land and also to make repairs, additions, and improvements to existing Armory-constructed public-owned dwellings.

By December 31,1821, a total of 87 dwelling houses and two school houses had been erected on the Armory land to house the work force of 271 men. Valued at $ 47,600, this total

of 89 buildings was comprised of

20 brick, 7 stone, and and 62 wood houses.[1]

On September 6,1823, Armory Superintendent James Stubblefield advised the Ordnance Department that there were 84 claims totalling $ 8,868.55 for improvements that Armory workmen had made to the dwellings standing on the public land at Harpers Ferry.[2] Funds were accordingly requested and received from Congress to settle these claims as follows:

Year (Fiscal)	No. of claims settled	Amount paid	Appropriated by Congress
1823	42	$ 5,758.30	
1824	13	1,671.96	
1825	5	1,031.60	
1826	4	0	
1827	6	200.00	
Paid:	70	$ 8,661.86 3	

While these claims were being settled, Armory workmen were busy erecting new houses and repairing and inproving existing dwellings on the the public lands at Harpers Ferry. Thus in February 1829 Superintendent Stubblefield advised the Ordnance Department that there were still 43 claims totalling $ 8,054.07 outstanding on the dwellings on public land.[4] Congress accordingly appropriated additional money which was expended as follows:

1830- 8 claims settled: $ 1,114.81¼
1831- 21 claims settled: 3,436.10[5]
Total,1822-1831 104 claims: $ 13,212.77¼

1. American State Papers, Military Affairs, II, 481-482.
2. Harpers Ferry NHP Microfilm Reel 21, Volume 7, 696-698, also 43-44.
3. HFNHP Mircrofilm Reel 17, Volume 3, p.235-236; and National Armory Accounts,1823-1829, National Archives Record Group 156,Entry 935.
4. HFNHP M.Reel 17, Vol. 236.
5. NHNHP. M.Reel 20, v. 5,p. 421,437; Reel 22,Vol. 12,p.1124.

But the workmen at Harpers Ferry Armory were not yet done and the new Superintendent, George Rust, Jr. informed the Ordnance Department on October 29,1831 that he had a list of 67 unpaid claims totalling $ 6,346.50 before him.[6] Congress had had enough, and for four years refused to appropriate money to settle the outstanding claims. On January 7, 1832, the Ordnance Department also ordered the Superintendent of the Harpers Ferry to prohibit the further construction of new housing and the repair and improvement of Armory dwellings by the workmen.[7] This decision had been made by the Secretary of War.

Finally in 1836, in response to the repeated requests of the Ordnance Department, Congress appropriated $ 4,546 that the Department had asked to settle the outstanding 67 claims for $ 6,346.50 in improvements. (By error, apparently, the Ordnance Department had failed to request the full sum). The Department now ordered the Superintendent to settle the 67 claims by prorating the available money among the 67 workmen. The Chief of the Ordnance Department decided that the claimants were to be paid at the rate of 71 cents to the dollar.[8] These claims were paid and settled at this rate in the period April 1837 - September 1838.[9]

The grand total of cost of acquiring all claims for construction, repair, and improvements by private individuals of dwellings on Armory land, from 1800 to 1832, thus amounted 165 claims and $ 17,758.77½.

Continued

On January 11, 1836 the Ordnance Dept asked Congress to appropriate $4,546 for Payment for Repairs and additions upon the Public Dwelling houses, made by workmen of the Armory, To whom they have been assigned as dwellings." - House of Representatives Executive Documents, 24th Congress 1st Session 1835-1836, Vol 3, Serial No. 288 Document No 90, P. 7. and Money Appropriated July 2, 1836 - US Statutes at Large V P. 77

6. HFNHP Microfilm Reel 22, Vol 12, p.1124
7. HFNHP M. Reel 24, Vol. 11, p.1036.
8. HFNHP M. Reel 12, v. 3, 223-223; Reel 24, Vol. 9, p.837-840.
9. Reel 24, Vol. 9, p.837-840.

ARMORY DWELLINGS ON PUBLIC LANDS AT HARPERS FERRY

	1800	1810	1821	1832	1849	1860
Brick	0	8	20		54	20
Stone	0	1	7		33	11
Wood	1	6	62		61	2
Log		many cabins			0	0
Total:	1	15	89	127	148	33
Work Force	10	197	271	349	311	250
Families in housing		36	115		121	

The greatest number of dwellings was 185- in 1847; the government then begain demolishing the worst of them and by June 30,1848-the total stood at 161 houses.

b. Mercantile Buildings on Public Lands, 1816-1838:

In addition to allowing Armory workmen to build their homes on public land, Armory Superintendent James Stubblefield also permitted a favored a few (nine) individuals to erect substantial mercantile structures on the public lands. He justified these "leases" by stating that these stores would introduce competition, hence reducing prices charged Armory workmen, into the market at Harpers Ferry which was controlled by the Wager family monopoly of private land in the town. The stores were built and opened, but the prices did not fall, as the Wager-land and public-land merchants cooperated to bilk the Armory workmen.

In 1829 the Ordnance Department took steps to acquire title to seven of these leases, which had an total appraised value of $ 14,075.00.[1] The addition of two more such leases soon brought the total to 9 claims with and estimated value of $ 16,290.00.[1A]

1. American State Papers, Military Affairs, Vol. IV, 145.

1A. On January 11, 1836, in a Special Estimate, the Ordnance Department Requested Congress to appropriate $16,290.00 "For the purchase of buildings erected by private individuals, on the public grounds at the Armory, Housing Rep. Ex. Doc. Serial no. 288, 24th Congress 1st Session, 1835-36, Vol. 2 Doc. 50 p. 7 [illegible] Appropriated

on July 2, 1836,

Finally, Congress, in the Appropriation made for the service of the Ordnance Department for the Year 1836 voted the requested total of $ 16,290 to settle these nine claims.[1] Eight of the nine claims were settled in the period 1837-38 for a total of $ 14,690.00. The ninth claimant, Dr. Nicholas Marmion haggled with the Ordnance Department for nine years and finally deeded his stone house, Lot No. 1, Block AA, Camp Hill, which he had built in 1829, to the U.S. Government for $ 2,000 in cash on November 30, 1847, thus ending the long struggle[2] to eliminate all private claims to buildings standing on the Armory Lot.

The grand total cost of this program was as follows:

Private Claims to:

Dwellings, 1822-38:	claims	cost:	17,758.77
Stores, etc. 1831-47:	9 claims	cost	16,690.00
Total: 1822-1847:	claims	Cost	$

ACQUISITION OF WAGER LOTS FOR FIRE PROTECTION AND IMPROVEMENTS, 1847-1856:

From 1796 to 1848 only a 15-foot-wide alley separated the privately owned Wager Six Acre Reservation Lots from the workshops of the U.S. Musket Factory along the Potomac. As the town grew, these Wager Lots were covered with numerous house, stores, outbuildings, stables, etc., many of which were built of wood and hence highly flamable. As early at 1828 the Superintendent of the Armory had attempted to buy one acre section of Wager Land that threatened the factory buildings and the Wagers, who needed money, were willing to sell for $ 5,000. Congress, however, failed to appropriate the money for this purpose. With the coming of the railroads, Harpers Ferry expanded and the price of land shot up. By August 6, 1846, when Congress finally agreed to this land expansion program, the estimated cost of acquisition and hence the appropriation, was $ 50,261.00![3]

1. HFNHP Microfilm Reel 20, Vol. 6, p.603. July 2, 1836, US Statutes at Large V, p. 77.

2. Marmion to U.S., Deed of B & S., November 30, 1847, Deed Book 29, p.366; Jefferson County Courthouse, Charlestown, W.Va. This money came from a later appropriation

3. HFNHP Microfilm Reel 19, Vol. 14, p. 1419. On March 3, 1847, Congress passed a joint resolution authorizing the purchase of additional land at the Harper's Ferry Armory and "to the application for that purpose of so much of the sum appropriated for Repairs, Improvements, and new Machinery at Harper Ferry... Armory by the Act approved August 8, 1846, as the estimate shown to have been intended for the purchase of lands and buildings..." U.S. Statues at Large, Vol. 9, p. 207, see Appendix I, p. 90 / included in the Treaty of 50,261.00

(a) Fire Protection Project($ 39,099.61)

In 1847-49, the U.S. Armory purchased nine Wager Lots complete, with all buildings on these properties, and the 25 foot deep sections of the northern ends of eight other Wager Lots that also fronted on the 15-foot wide alley that ran between the Six Acre Reservation and the U.S. Musket Factory Yard. The acquired lots extended from Wager Lot No. 15-subdivision No. 4 on the east, to Wager Lots No. 33 and 34 on the west. Fourteen buildings fronting on the alley were demolished and eight brick or stone dwellings fronting on High Street, and one stone smoke house were retained to serve as dwellings for Armory employees. The 25-foot deep northern end of all 17 Wager Lots were paved and added to the 15-foot wide alley to create a 40-foot wide fire-break and street that came to be known as Potomac or North Cliff Street.

The cost of acquiring this property was $ 28,933.98 and the work of building Potomac Street was completed in 1851.

In 1855-56, the U.S. Armory next purchased Wager Lots 13 and 17 complete with their buildings, and 25 feet deep parts of Lot 15, subdivisions 2 and 4, for a total of $ 10,165.66. The four buildings on these lots were demolished and the acquired land paved and made into streets in 1857. This project made Potomac Street a 40 foot wide street its complete length, to its junction with Shenandoah Street. Lot 17 was made into a new side street.(Compare Maps 4 and 5, also see Map 6 and 8). (See Chart No. 1)- 4

(b) Formal Entrance Project to Musket Factory Yard ($16,999.33)

The project of developing a more formal entrance to the Musket Factory Yard got underway in 1847-48, when the U.S. Armory purchased Wager Lot No. 12 and its two two-story brick stores for a total of $ 9,999.33(See Map No. 7). The buildings were demolished and a formal iron fence and brick wall was construct across Lot No. 12 in 1849. In 1853-54, the U.S. Armory resumed work by acquiring Wager Lot No. 11 and its double two-story brick stores for a total of $ 7,000.(See Map No. 7 and No. 8). These buildings were also torn down and a matching formal iron fence and brick wall was erected across Lot No. 11 in 1855. (See Chart No. 2).

4. The Warrenty Deed, Memorandums of Agreement, Leases for all these Wager Lots are in National Archives Record Group No. 121, Public Buildings Service, Entry 75, Warrenty Deeds, Tray No. 1.. They have also been recorded in the Deed Book of Jefferson County, at the Charles Town Courthouse, as listed on Charts No. 1 and 2.

U.S. ARMORY CHART 1

ACQUISITION OF LAND FOR FIRE PROTECTION, 1847-1856

	Wager Lot No.	No. of Bldgs.	For Land	For Bldgs.	Date of Deeds	Purchased From:	Deed Book	Page
1.	13	0	$ 2,000	0	Dec.26,1855	Noah H. Swayne	35	29
2	13	2	0	5,000	1/31/56	John G. Wilson	35	29
3	15-2&4	1	850	850	2/13/56	Frederick A Roeder	35	29
4.	15-4	0	200	0	5/28/[illegible]	Susan Downey	30	487
5.	16	0	237	0	6/6/48	Frederick A. Roeder	30	230
6.	17	0	237	0	6/6/48	Frederick A. Roeder	30	23
7.	17	0	1,166.66	0	8/26/56	Frederick A. Roeder	36	13
8.	17	1	0	300.00	8/26/56	John G. Wilson	36	13
9.	18	0	1,806	0	7/1/47	Gerard B. Wager	29	11
10.	18	2	0	800	7/2/47	Samuel Lover	29	1
11.	19	0	750	0	6/30/47	Gerard B. Wager	29	12
12.	19	2	0	1,845	7/9/47	Ann Reed Estate	29	12
13.	20	0	833.33	0	6/8/47	Noah H. Swayne	29	34
14.	20	2	0	3,500	9/4/47	Philip Coons	29	34
15.	21	3	1,000	2,000	7/1/47	Gerard B. Wager	29	12
16.	22	0	1,000	0	7/1/47	Gerard B. Wager	30	23
17.	22	3	0	2,500	6/6/48	William McGraw Est.	30	23
(1) 18.**	23	0	900	0	3/7/48	James B. Wager	29	2
19.	24	0	200	0	6/8/47	Noah H. Swayne	29	34
20.	25	0	224.66	0	6/7/47	Alexander Kelly	29	34
21.	26	0	833.33	0	6/8/47	Noah H. Swayne	29	34
22.	26	3	0	2,250	9/14/47	Hugh McAleer	29	35
23	27	1	1,000	1,000	6/9/47	Michael Foley	29	3
24.	28	0	400	0	6/8/47	Noah H. Swayne	29	35
25	29	1	1,000	750	10/2/47	Martin Grace	29	3
26.	33	0	400	0	6/8/47	Noah H. Swayne	29	3
27	33	1	0	40	10/2/47	Martin Grace	29	3
	34	4	1,000	2,000	10/2/47	Martin Grace	29	3
	24	0	0	222.66	6/7/47	Alexander Kelly (1	29	3
TOTAL	20 LOTS	26	$ 16,037.98	$ 23,061.66		$ 39,099.64		

CHART 2

US. ARMORY ACQUISITION OF LAND FOR IMPROVEMENT OF THE ENTRANCE TO THE MUSKET FACTORY YARD, 1847- 1854

	Wager Lot No.	No. of Bldgs.	For Land	For Bldgs.	Date of Deeds	Purchased From:	Deed Book	Page
1.	11	0	$ 2,500	0	11/14/53	Noah H. Swayne	33	389
2.	11	2	0	4,500	1/13/54	Richard D.Doran'sEst	34	1
3.	12NE	0	1,833.35	0	9/15/47	Gerard B. Wager	30	227
4.	12NE	1	0	3,166	7/29/48	Richard D.Doran Est.	30	226
5.	12SW	1	2,500	2,500	7/1/47	Henry Yost	29	12
	3 lots	4	$ 6,833.35	$10,166.00	TOTAL	$ 16.999.35		
Fire Protection Project:	20 LOTS	26*	$ 16,037.98	$ 23,061.66	Total	$ 39,099.64		
TOTAL	23 LOTS	30	$ 22,871.23	$ 33,227.66	GRAND TOTAL	$ 56,098.99		

(1)

*Seven dwellings and one smoke house were retained and used as Armory Dwelling Houses, 1847-1861 and the remaining 22 structures were demolished.

(1) The U.S. credited Alexander Kelly with $ 224.66 for the purchase of part of Lot No. 25 and also $ 222.66 for his giving up his leasehold to part of Lot 24, total credit of $447.32, towards the purchase of Wager Lot No. 23, which Kelly Agreed to purchase for $900.00. Kelly, however, failed to pay off the balance of $ 450.68, even through he used the property for 30 or 40 years. The U.S. took repossession of Lot 23 in 1893 and did not settle with the heirs of Alexander Kelly until 1897.

Sources: All deeds for lots and leaseholds recorded in Deed Books of Jefferson County Courthouse, Charles Town, West Va.,; Copies of all deeds, leaseholds, and agreements also in National Archives Record Group 121, Public Buildings Service, Entry 75, Tray No. 1.

There were also two maps prepared in the 1840's that are to be found in National Archives Record Group 121, Public Buildings Service, Harpers Ferry Laminated Collection, that illustrate the 1847-57 acquisition of 23 Wager Lots: These are:

Armory Superintendent Major John Symington's Map of Harpers Ferry, dated 1844, showing in detail the Wager Lots to be acquired and also the buildings then standing on them./ In color, this and their relations to the Armory workshop structure. map was prepared to be presented to Congress when the funds were requested for this program.

The second map, prepared for the same purpose, is James M. Brown's "Map of Harper' Ferry, dated July 3, 1848" ,which also shows the area to be acquire in great detail.

7. The Byrnes Island Purchase, 1848:

On July 28,1763, as has been noted, Horatio Sharp, the Royal Governor of Maryland, granted Robert Harpers patent to an island containing 10 acres of land, located in the Potomac River about opposite to Harpers Ferry. Also as has been noted, under the terms of Harper's will, this island passed to his niece, Sarah Wager, in October 178?. Again as has been noted, John Wager, Sr. in his deed of June 15,1796 , gave the United States " an island in the River Potomack opposite to Harper's Ferry containing about Twenty Acres. "

In 1815 or 1816 a Patrick Byrne obtained a patent from the State of Maryland covering the whole enlarged island, including the Wager section. In an ejectment suit, tried and determined in a court held in Washington County, Md., in 1818, Byrne succeeded in establishing title to the whole island, except the ten acres patented to Harper, then estimated to contain some 30 acres over and above the ten acres of the United States.

On February 7,1848, Patrick Byrne and his wife, in consideration of $ 1,500.00 sold all of the island, now known as Byrne's Island, about 72 and 3/4 acres to the United States, exclusive of the 10 acres already claimed by the United States and a very small parcel that Byrnes and wife had sold to the Baltimore and Ohio Railroad Company in September 1841. The

railroad company purchased this small piece as possible footing for the piers of the railroad pridge that they were building across the river. [1]

This was the final piece of property to be added to the public lands of the U.S. Armory at Harpers Ferry, and estimating the additional land at 62 acres, it brought the total holdings at Harpers to [illegible] acres and the total expenditure for lands, exclusive of the Friends' Ore bank land, to [illegible] With the Ore Bank included, the acreage still stood at [illegible] acres and the cost at $ [illegible]

Expenditures for Land, by Fiscal years ending on June 30,1847-57:

Years		Items
1847-48	$ 49,227.67	for Wager Lots, Dr.Marmion's House, Byrnes Island.
1850	200.00	for Wager Lot 15, Subdivision 4. (2)
1854	7,000.00	for Wager Lot 11
1856	8,700.00	for Wager Lots 13 and 15, subdivisions 2 & 4.(3)
1857	1,466.66	for Wager Lot 17.
Total:	$ 66,594.33	for lots and buildings.

2. Money Appropriated on March 3,1849, U.S. Statues at Large, IX, 372.

3. Congress Approprated $ 33,725.27 on April 23,1856 to purchase land and improvments at Harper's Ferry, U.S. Statues at Large, Vol.XI, 143.

1. Correspondence and data on the Byrne's Island Case are in National Archives Record Group 153, Office of the Advocate General, Military Reservat Division, Harpers Ferry, W. Va. Box No. 44. The Warrenty Deed, Patrick Byrnes to the United States, February 7, 1848, is in National Archives R.G. 121, Public Buildings Service, Entry 75, Tray No. 1. A note on the deed states that the deed has been recorded in Deed Book Lib 11M3[?]. pp 61-63, Washington County Courthouse, Hagerstown, Md. Also see "Abstract of Title, S.N.1330, p. 5.

8. Summary: Land Acquisition Program of the U.S. Armory at Harper's Ferry, Va., 1796- 1860:

Item	Purchased	Date	Price	Purchased from:
1	117 acres	6/15/96	$ 7,016.66	John Wager, Sr.
2	310 acres	2/20/97	10,000.00	Thomas Rutherford & others
	minus 4 a cres for Harpers Cemetery	1803	donated	U.S. to Harpers Ferry
	Subtotal: 423 acres	1803	$ 17,016.66	U.S. Armory Lands
3	Timber rights on 1,395 5/8th acres	8/20/13	20,860.62	Fernando Fairfax & others.
4	Ferry rights on the Shenandoah River & 68 acres.	10/27/18	5,000.00	Fernando Fairfax
5.	Water Power Rights on Shenandoah River	6/27/33	2,600.00	John Strider
6	Claims for repairs, construction, or improvements to about 95 Dwelling built on U. S. and, 1810-32	1822 to 1839	17,758.77¼	To 171 individuals-employees of the Armory.
7.	Claims to 12 mercantile bldgs. erected on U.S. lands.	1836 to 1847	16,890.00	To nine individuals.
8.	For acquiring 1 acre in 6-acre reservation, 23 Wager Lots and 30 bldgs.	1847 to 1856	56,098.99	To 16 individuals in 33 transactions.
9.	Byrnes Island, 62 additional acres, Potomac River	2/7/48	1,500.00	To Patrick Byrnes & wife.
Subtotal: 1,949 a cres			$ 137,525.05¼	at Harpers Ferry
10	Friends' Ore Bank- 1,600 acres	5/8/ 1800	24,000.00	Henry Lee
11	Rights to Ore Bank Keep Tryste Furnace	6/20/ 1800	27,000.00	George North, John Potts, William Wilson
Subtotal-Friends' Ore Bank 1,600 acres		1800	51,000.00	Potomac River, NW of Harpers Ferry about 2 miles
GRAND TOTAL: 3,549 acres			$ 188,525.05¼	Harpers Ferry Armory La nds

HFR-236A
Final Draft

Property of
Harpers Ferry NHP

THE ACQUISITION AND DISPOSAL OF PUBLIC LANDS OF THE U.S. ARMORY AT HARPER'S FERRY, WEST VIRGINIA 1796 - 1885

by

Charles W. Snell

Volume I

A Narrative History

Denver Service Center
National Capital Team
National Park Service
United States Department of the Interior
Denver, Colorado
December 1979

CHAPTER II
THE 1852 SALE OF PUBLIC LOTS AND HOUSES AT THE U.S. ARMORY AT HARPERS FERRY, VA., 1852 to 1869.

1. Planning for the 1852 Sale, 1846-52.

On January 14,1846, after carefully considering the problems of the U.S. Armory at Harpers Ferry, Major John Symington, Superintendent of the Armory, first suggested to the Ordnance Department a land disposal program that he believed would solve many problems at both the Armory and in the town of Harpers Ferry. "I would propose the sale of a part of the public grounds," he wrote,".... In the hands of private individuals this ground would soon be built up with dwellings and suitable stores and shops &c. for mechanics of various crafts who cannot now possibly get a spot on which to exercise their calling; and in a year or two it would be reasonable to say, that a flourishing town; under wholesome municipal regulations would spring up where now is wanting everything to make a residence desirable.

"The ownership of all the ground in the vicinity of Harpers Ferry(except a small patch at the end of the Potomac Bridge) being in the U. States, is an insuperable bar to the growth and improvement of the place as a town and yet from the locality, there are fine points in this section that offer the same advantages for trade and business generally.

" To the U. States," Symington continued," the growth and propersity of the place would be advantageous, as affording a means at hand of procuring mechanical labor or certain supplies which have to be bought for at a distance. But a still greater advantage would result to the workmen employed in the Armory and their families. Many would no doubt become owners of property who are now only tenants at will on the public ground and consequently have no fixed house or interest in the place, and all could look to other sources for employment for their sons than this Armory, now the only chance. And in case of a suspension of labor in the shops or a partial discharge of hands they could have the means of employment to a certain extent in various ways, and not be left idle to consume what little they may have laid by.... It may be well... to remark that the portion of the public ground here alluded to[for possible sale] will not at any future time be needed for the purposes of the Armory- sufficient will be reserved near the site of the present Arsenal or store house to erect other store houses when required." 1

1. Major John Symington to Lt.Col. George Talcott of the Ordnance Department, January 14,1846, Harpers Ferry NHP Microfilm Reel 23,Vol. 7,p.627-629.

A year and a half later, Major Symington returned to the attack, writing on July 15, 1847, in submitting his estimate of funds for the erection and repair of buildings at the Armory for the fiscal year ending 30 June 1849:"... I must bring to your notice the condition of the dwelling houses at this place owned by the Government and occupied by the Officers and mechanics and others connected with the Armory. These houses, now comprising about nine tenths of the buildings(exclusive of the Government workshops & storehouses) included in the TOWN OF HARPER'S FERRY [There were 161 government-owned houses in 1818], were for the most part build upwards of 25 years ago, and generally of such indifferent materials, that nothwithstanding the constant repairs made to them, many are now utterly irrepairable.

"This with the impossiblity of procuring other quarters (The private property being closely built up and occupied) is so serious a drawback to the operations of the Armory, that measures must be taken without delay, to apply a remedy."

If the Government policy of providing housing on the public land for the workmen is to be continued, Symington noted, a large sum of money should be included in the estimates so that many new dwellings could be erected in the next few years. If this is not done, "I therefore suggest this,- to abandon the system of Government tenantry, which has thus far been a losing business, besides being productive of strife and trouble, numerous and expensive suits at law, and all such ills, and to sell out such portions of the public lands at this place, that cannot possibly be needed for Government uses." [2]

Symington continued to argue his case and the Ordnance Department carefully considered the problem, but delayed making any decision until 1851. Meanwhile, in September, 1850, a petition was introduced in the Virginia General Assembly to incorporate Harpers Ferry as a town, thus permitting the establishment of the first town government. [3] The Act incorporating Harpers Ferry passed in March 1851. [4] The first election for Mayor, Recorder and Councilmen for the new Harpers Ferry Town Government was held in May 1851, and Jeremiah Fuss, Master-Builder at the Armory, was elected as the first mayor. [5]

2. Symington to Talcott, July 15, 1847, HFNHP M.Reel 23, Vol. 10, p. 924-926.
3. Virginia Free Press, Charles Town, Va., October 11, 1850, p. 3, c.3.
4. Ibid., March 21, 1851, p. 2, c.5
5. Ibid., May 9, 1851, p. 2, c.2.

In August, 1851, Secretary of War C. M. Conrad inspected the Armory at Harpers Ferry and Major John Symington was able to induce the Secretary "to concur in the propriety of the measure that I have so long recommended, that is the sale of such portions of the Government land at this place, as will not be needed for the purposes of the Armory, preparatory to which a survey be made and town plat laid off, with streets, buildings, blocks, and reservations..."[6] On August 16, 1851, Col. George Talcott, Chief of Ordnance, submitted Major Symington's report to the Secretary of War and concurred in the Major's recommendations.[7] Secretary of War Conrad approved the plan on August 26[8] and Col. Craig ordered Symington on August 28, 1851 to at once proceed with the prepartion of the plat for the town of Harper's Ferry.[9] On September 3, a board of three ordnance officers, consisting of Major John Symington. Lt. Col. James W. Ripley, Superintendent of the Springfield Armory, and Col. Benjamin Huger, the newly appointed Superintendent of the Harpers Ferry Armory, was established by the Chief of Ordnance to execute the town planning.[10]

Their detailed report was submitted to the Chief of Ordnance on September 24, 1851,[11] and the preliminary plats in November.[12] The Secretary of War approved the plan on December 25, 1851.[13]

2. Terms for the 1852 Sale:

In April, 1852, the surveyor S. Howell Brown, completed the master plat of the town of Harpers Ferry; "Map of Harpers Ferry, by S. Howell Brown, D.S., 1852" [Harpers Ferry NM-HF-9005]. On June 10, 1852, Secretary of War C. M. Conrad gave his final approval to the plan and plat and ordered: that "The Superintendent of the Armory is hereby directed to cause to be sold at public auction to the highest bidder, such of the lots as the Board of Officers...did by this report of 24 September last, recommend to be sold..."[14]

14. Reel 26, V. 3, p.264.

6. Symington to Col. Henry K. Craig, Ordnance Department, Aug.9,1851, HFNHP M.Reel 24, Vo.l. 5,444-449, including a copy of Symington's report on this subject
7. Reel 20, Vol. 1, p. 480
8. Reel 19, Vol. 5, p.468.
9. Reel 19, Vol. 5, 468.
10. Col. Craig to Symington, Sept. 3, 1851, Reel 19, Vol. 5,p.469.
11. For report see Reel 24, Vol. 8, p. 802-806.
12. Reel 20, Vol. 1, p.93-94;
13. Reel 19, Vol. 5, p. 482-483.

Under the terms of the sale, one fourth of the cash was to be payable on the day of the sale and the remainder in two equal installments of one and two years from the date of the sale. "If the whole amount of each instalment shall be punctually paid when the same shall fall due, no interest shall be charged thereon, otherwise interest at the rate of Six per cent per annum shall be charged on such instalment from the date of Sale until the final payment thereof..."

Armory workmen were to be allowed to purchase not more than two lots on the following terms:

"One fourth cash, and the remainder at one, two, three, and four years without interest, provided the purchases agree that an amount equal to the 1/12 part of each annual instalment shall be deducted from their monthly wages. If any workmen should cease to be in the employment of the Government he shall thence forward as regards instalment remaining due on property purchased by him, be subject to the same conditions as other purchasers."

No deeds of conveyance for any of these lots were to be issued until the full price had been paid to the United States.[15]

On July 23, 1852, Col. Craig informed Superintendent Huger:

"The Secretary of War has this day given his sanction to the following rule:

"It being for the interest of the Armory, that the workmen should not be unnecessarily disturbed in their residence in consequence of the sale of lots at Harpers Ferry on the 1st of September, the Commanding Officer of the Armory is authorized to appraise such of the lots to be sold, with the buildings and improvements thereon, as are occupied by Armory workmen, whose services it is is desirable to retain, and to dispose of them, at private sale, to such occupants at the appraised value. No workman will be permitted to purchase at private sale, more than one lot on which he resides, together with the improvements thereon; and any lot offered as above, and declined to be purchased at the appraised value, will be disposed of at public sale."[16]

15. Reel 24, Vol. 8, 805-806.
16 Reel 19, .V. 6, p.510.

Mr. John Mohler, a farmer of the area, and Armory master builder Jeremiah Fuss were employed to appraise the 53 Government dwelling houses that were to be offered for sale.[17]

3. Results of the 1852 Sale, 1852-69:

Surveyor S. Howell Brown, on his Map of Harpers Ferry, dated 1852, laid out a total of 312 lots on the U.S. Public lands of the Armory at Harpers Ferry that were in to be offered for sale on August 31 and September 1 and 2,1852. Included the sale were 53 government dwelling houses.

The private sale of Government dwelling houses was held on August 31, and a nd 50 Armory workmen purchased 50 houses and 51 lots(one house straddled two lots) at their appraised value, which totalled $ 31,525.00. Under the terms of the sale, they paid $ 8,153.00 in cash and bonds were issued for the balance,[18] which were payable in full by August 31,1856. Of this group of bidders, all but one workman (for Lot 4, Block H, Camp Hill) were to successfully complete their payments for their houses and lots, although some were not to make their final payment until 1869!

The public sale for the three remaining Government dwelling houses and 261 lots was held on September 1 and 2,1852. On these two days, 126 persons made bids on the three houses and 211 lots, but no bids were received on 50 vacant lots- many of the latter being located in ravines or any steep hillsides. Under the terms of sale, one-fourth of the total had to be paid in cash and three of the 126 bidders, with bids on four lots, refused to make the cash payment and dropped out. The remaining 123 bidders made the required payments, $ 7,818.95½, for 204 lots and three houses.[19] The total bid for these items was $ 27,034.83. The grand total for the three-day sale stood at 53 houses, and 258 lots sold for total of $ 58,559.83. Of this figure

17. Harpers Ferry NHP Microfilm Reel 26, V. 4, 335-336; Reel 24, Vol. 8, p.751. Each man was pa id $ 26.00 for this task.

18. "Account of Sales at Harpers Ferry Armory, made by Benjamin Huger, Bvt. Col. of Ordnance, Comm'dg,m of Lots and Dwelling Houses there occupied by workmen in the Armory, and sold to them by order of the Secretary of War, at a value, ascertained by the Appraisment, hereto annexed, of John Mohler, and Jeremiah Fuss, in August 1852, Harper's Ferry Armory, August 31,1852." Reel 24, Vol. 7, pp.614-617; Also Huger to Craig, Oct. 4,1852, Reel 24, V. 6, p.604.

19. The reports of the Harpers Ferry Paymaster on the sale, 1852 to December 31, 1860, are in National Archives Record Group No.153- Military Reservation Division, Harpers Ferry, W.Va., Box 45.

$ 15,951.95¼ was collected in cash in September 1852 and the balance due by 1856 was $ 42,476.99 3/4. The total number of individuals making payments on these lots and houses was 159.[20] About 216½ acres of U.S. land were sold off at the 1852 sale.

A second effort to dispose of the remaining unsold 54 vacant lots was made at a public sale that was held on February 17, 1853, but the auction was halted by the Armory superintendent when the highest bid received for any lot was five dollars.[21]

For the schedule of payments, 1852-1860- showing the a mount paid and number of deeds issued each year, see Chart No. 5, p. 28.

The Armory Paymaster's reports reveal that as of December 31,1860, 159 purchasers had paid in a total of $ 54,400.02 and that deeds for 196 lots had been issued to 133 individuals.[22] The reports also show that 23 of these bidders, after making payments totalling $ 1,758.08 on 34 lots, failed to complete their payments, perhaps because of death, unemployment, or the Civil War. Title to these 34 lots reverted to the U.S. Government. Eighteen persons completed their payments on 28 lots after the Civil War, in the period 1866-69.

When the United States decided to dispose of all the Armory property after the war, A. B. Dyer, Bvt. Maj. Gen., Chief of Ordnance, on September 25,1869, issued a final notice on the 1852 sale, sending to delinquents the statement that "Persons who purchased lots in 1852, and have not fully paid for them, are notified that if they pay what is due before Tuesday of the sale [November 30,1869] the lots will be deeded to them. Otherwise they will be resold."[23]

The final results of the 1852 sale were as follows: During the period 1852 to 1869, 136 persons purchased in full 224 lots and 52 dwelling houses. A grand total of $ 56,227.43 was collected(exclusive of any interest that may have been collected for the period,1861- 68)

20. Ibid.

21. Harpers Ferry Microfilm Reel 24, Vol. 9, p.862. Supt. Huger to Craig, Feb. 17,1853.

22. National Archives R.G. 153, Box 45. Also Harpers Ferry NHP Reel 18,Vol.12 p.120

23. in "Letter from the Chief Clerk of the War Department, Dec, 12,1873, in Senate Executive Documen 43d Congress, 1st Session, Serial No. 1580, Document No. 6, p.14.

CHART NO. 3

Identification of U.S. Armory Dwelling Houses at Harpers Ferry that were demolished, removed, or sold for materials, 1844- 1852

	1842	1843	1844	1845	1846	1847	1848	1849	1850	1851	185
No. of the house destroyed:			44	29	37	63	174	70	74	12	33
			-	34	28	142	175	71	78	13	45
				50	-	155	42	72	80	14	58
				51	-	-	82	73	86	15	79
				56	-	-	164	75	162	20	96
				60	-	-	-	76	-	21	11
				123	-	-	-	77	-	66	11
				150	-	-	-	81	-	83	152
				-	-	-	-	-	-	84	-
										85	16
										87	17
										88	17
										89	
										90	
										91	
										92	
										93	
Total demolished		0	1	8	?	3	5	8	5	17	11
No. added	0	0	0	0	0	7	0	0	0	0	0
Total available		175	174	166	164	168					
Sold in 1852:											54
Left in Government hands after 1852 sale :											70
Added for Armory officers:						2					3
Total	175	175	174	166	164	170	165	157	152	135	73
	A. Slaughter houses demolished. B. Stables demolished. No. by inventory						161	148	141	124	11
	Demolished, 184_-1852- 60 houses.					Erected by U.S., about 80 houses,					1796-1861

CHART No. 5

Proceeds collected from the 1852 Sale of Public Lots and House, Harpers Fer

	Deeds Issued to Bidders	Lots Bidden	Year	Amount		
1852	10	13 Lots	1852	$ 18,623.58		Total bid in 1852: $ 58,559.83.
1853	0	0 lots	1853	$ 10,272.23		Short fall- not paid of
1854	10	27 lots	1854	9,349.33		this bid was $ 2,442.50.
1855	8	13	1855	6,898.40		
1856	64	78	1856	5,615.64		
1857	20	28	1857	1,000.62		
Subtotal	112	159	Sub-Total	$ 51,759.96		
1858	4	8	1858	823.73		For payment in Full: $ 54,469.33
1859	12	21	1859	1,618.90		From imcomplete payments : 1,758.08
1860	5	8	1860	197.43		Total: $ 56,227.43
Subtotal	1852 to Dec. 31, 1860: 133	196		$ 54,400.02		Source : National Archives Record Group No. 153
1866	5 - 5	1865-1869:		$ 1,827.41		Records of the Office of the Judge Advocate General- Military Reserva
1867	1	1		$ 56,227.43		Division, 1809-1942- N. a., Boxes 44-45.
1868	8	15				
1869	4	7				
	151	224				
	131 different buyers of 224 lots.					

In this total there is included $ 1,758.08 that was paid on 34 pieces of property that 23 bidders failed to pay in full for. In 1869, 88 vacant lots first offered for sale in 1852, were put up for auction again.

4. Use of the Proceeds of the 1852 Sale of Public Lands:

On April 23,1856, a joint resolution of Congress authorized the Secretary of War to apply the proceeds of the 1852 sale of lots at Harpers Ferry to the purchase of other lots and to making improvements to the public property at the Harpers Ferry Armory.[24] By June 30,1856, a grand total of $ 48,545.19 had been collected from the 1852 sale of land. Of this sum, $ 11,918.49 had already been expended. On June 28, 1856, Chief of Ordnance Craigm informed Armory Superintendent Henry W. Clowe that the Secretary of War had approved the expenditure of the remaining balance- $ 36,626.70 for the following projects at Harpers Ferry:

1. To purchase Wager Lot No. 17 to be made into a town street and for the removal of the building thereon..... $ 1,666.00
2. For the construction of three quarters for the Master Armorer, Superintendent's Clerk, and the Paymaster's Clerk...$ 18,000.00
3. For grading and opening town streets..... $ 5,970.70
4. For repairing buildings and improving grounds at the U.S. Rifle Factory..... $ 6,873.00
5. Extending Arsenal Square..... $ 2,917.00
6. Enclosing grounds of new magazine and stock house..... 1,000.00
7. Cleaning town well on Fillmore Street and pump..... 200.00 [25]

The money thus collected from the citizens of Harpers Ferry for the sale of public lands in that town were thus largely spent for improvements in that village prior to the Civil War. Largely constructed from these founds were Armory Dwellings No. 30 and 31 on Camp Hill in 1856-57, and Armory Dwelling No. 1(Present Park Bldg. No. 36) in 1858-59, on Lot 2, Block B, Shenandoah Street. Proceeds from the sale were expended during the fiscal years ending on June 30 as follows: in 1857-$20,517.85; in 1858: $14,503.50; in 1859-$9,684.30-Total 44,705.55. [26]

24. Secretary of War to Secretary of the Treasury, May 7, 1856; and Sec. of Treas. to Sec. of War, May 10,1856, Reel No. 26, Vol. 5, p. 464,466. U.S. statues at large Vol 11, p. 143, See Appendix p. 156

25. Reel 19, Vol. 9, p.871.

26. "Expenses of National Armories 86" in 1857, 1858, 1859 in Serial No. 955 House Docs. Vol 9, Doc No. 55; Serial No. 1004, House Doc Vol 5, [illegible] Serial No. 1087 House Docs Vol 6, Doc No. 35.

Lots Sold at the Sale of U.S. Land held at Harper's Ferry, Virginia, August 31, September 1 and 2, 1852

CHART NO. 6

Block	Area	Numbers of lots sold.	No. sold
A	Shenandoah Street	(None offered for sale) U.S. Land	0
B	" "	Lot No. 5. (Lot 4 leased)	1
C	" "	1,2,3,4,5,6,7,8,9,10.	10
D	" "	1, 4, 5, 6, 7. (2 and 3 leased)	5
E	" "	1, 3, 4,5. (lot 2 leased)	4
A	Camp Hill	2,3,4,5,6,7. (1 and 8 leased)	6
B	" "	1,?,3,4,5,6,7,8,9,10,11,12.	12
C	" "	1,2,3,4,5,6,7,8,9.	9
D	" "	1, 3,4,5,6,7, 8,9. (2 leased)	8
House	High Street	House No. 55 with lot.	1
E	Camp Hill	1,2,3,4,5,6.	6
F	" "	1,2,3,4,5,6,7,8.	8
G	" "	1,2,3,4,5,6,7.	7
H	" "	1,2, 5,6,8,9,10 (3 leased)	7
I	" "	1,2,3,7,8,11,12,13,14,15,16. (9 leased)	11
J	" "	1, 4,8,9,14,15,16. (?,3,church lot leased)	7
K	" "	1,2,3,4,5,6,7,8,9,10,12,13,14,	13
L	" "	1,2,3,4,7,8,9.	7
M	" "	1,2,3,4,5.	5
N	" "	1,2 4,5,6,7.	5
O	" "	1,2,3,4,5,6,7,8½,9,10,11,12,15,16.	14
P	" "	1,2,3,5,7,9,11,12,13,15,16,17,20.	13
Q	" "	7,9,10,11,12,13,14,	7
R	" "		0
S	" "		0
T	" "		0
U	" "		0
V	" "	7,8,9.	3
W	" "	1,2,3,4,5,6,7,8,9,12,13,14,15,16,17,18,19.	17
X	" "	1,2,3,4,5,6,7,8,9,10,11,13,14,15,16, 8½, 9½.	17
Z	" "	1,2,5,6,7,8.	6
1	" "	1,2,3,4	4
2	" "		0
3	" "	1,2,3,4,5.	5
Y	" "	1,2,3,4,5,6,7.	7
	TOTAL:	312 lot and 53 houses offered: Sold, 52 houses &	224

National Archives Record Group 121, Public Buildings Service, Entry No. 76-"Deeds from United States, Harpers Ferry, Ordnance Department," (2 vols.), Vol. I, pp. 1-201; 395-491. Sold to 134 buyers.

5. The Appraised Value of the U.S. Armory at Harper's Ferry, 1860-61

On November 16, 1861, Lt. Col. William Maynadier of the Ordnance Department, reported to Secretary of War Simon Cameron on the appraised value of the U.S. Armory at Harper's Ferry.

"The amount expended on the same [Armory] for land purchases at different times ..... $ 45,477.

"For improvements thereon, for water power, canals, enbankments, walls, and water privileges and for hydraulic machinery and buildings of all kinds..... 1,787,430.

Total [1796-1861], exclusive of the amount expended in the manufacture of arms, was..... $ 1,832,907.

"The last annual inventory of the property belonging to the United States at that Armory is dated June 30, 1860, in which the value of all the property on hand is apprised as follows:

1,669½ acres of land.....	$ 37,457.00
Mill dams, canals, water power, and hydraulic machinery, Forges, rolling mills, machine shops, dwellings, and other buildings.....	$ 341,221.00
Amount of Real Estate:	$ 611,957.00
Machinery used in workshops.....	$ 270,235.00
Tools used in workshops.....	109,560.00
Machinery and tools:	$ 379,795.00
Unwrought materials on hands..... $ 100,043.00	
Parts of arms in progress..... 93,573.00	193,616.00
20,507 arms of different models in storage.....	285,145.00
Total Appraised Value of Armory, June 30, 1860:	$ 1,407,513.00

By April [15], 1861, the number of arms in storage when the Armory was destroyed, was reduced to 4,287.00, the value of which is about $ 64,000.00. [This reduced the] Appraised value from $ 1,470,513 in June 1860 to $ 1,207,668 in April 1861." [26]

26 Brig Gen. Stephen V. Benet, A Collection of Annual Reports and Other Important Papers Relating to the Ordnance Department Taken from the Records of the Chief of Ordnance, from Public Documents, and from other Sources, (4 vols., Washington, D.C., 1880), Vol. IV, 1043-1044. Lt.Col. Maynadier's total for land includes land purchased 1796 to 1833, but not Friends' Ore bank which cause another $ 51,000 in 1800. Byrnes Island, $ 1,500; 23 Wager lots at $ 56,098.99, etc. may be included in the total for improvements, but are certainly not in the land total of $ 45,477. From 1864 to 1868 the ordnance used the Harpers Ferry Armory as an Ordnance depot for the storage and preservation of munitions of war. Use of the Public Buildings and Grounds at Harpers Ferry, Va. a Stable, a Repair Shop, 9 Storehouses and 25 Armory Dwelling Houses, Benet, A Collection a Report. Vol IV. 1048-1050.

CHAPTER III

THE SALE OF U.S. PUBLIC LANDS AT HARPERS FERRY, W. VA., 1869 - 1880

1. Preparations for the 1869 Sale:

On April 15,1861, Confederate troops seized the U.S. Armory at Harpers Ferry and held the works until June of that year. During that period they removed all of the arms-making machinery they could and fired the buildings before they retreated. At the end of the Civil War, only the heavy brick and stone walls of the Musket and Rifle Factory shops still stood and most of the machinery was gone or wrecked. Because of the exposed position of the Harpers Ferry Armory on the edge of the Confederancy and also because of the high cost of arms production at Harpers Ferry,1799-1861, in comparsion with those of the Springfield Armory in Massachusetts, the War Department decided not to rebuilt the Armory at Harpers Ferry.[A] Congress, on December 15, 1868, authorized and passed an act that directed the Secretary of War to sell at public auction the U.S. lands, buildings, machinery, and water power privileges at Harpers Ferry. The land in and adjacent to the armory amounted to 1,669½ acres.

Easy credit was to granted purchasers as the law specified that the property was to be "sold on credit of one and two years, taking bond on secruity from the purchaser, or purchasers, for the payment of the purchase-money." In other words, a purchaser did not have to put any cash down to get control of the property he bid on, but he was not to receive a deed until all payments were completed.

The law also directed that the proceeds of the sale should be used to (1) defray the expenses of the sale; (2) to refund "to the United States the principal sum of purchase money paid for said lands, tenements, and water privileges by the United States, and for the erection of buildings thereon." (3). If any surplus should remain, the law directed the Secretary of War " to deliver this sum to such agent as the legislature of West Virginia should appoint, but upon condition that such surplus shall be received by the State of West Virginia, to be set apart, held, invested, used and applied as apart of the school fund of that State...." [1] The law itself did not specify how much money had to be raised before there was any surplus for the school fund, but later Congressional report indicates that the sum in mind was $ 500,000.00. [2]

1. United States Statues at Large, Vol. 15, 265-266. See Appendix, P. 99

2. "Report of Senate Committeee, January 26,1875, Senate Reports of Committees 43 Congress, 2nd Session, 1874-75, Vol. 1, Serial No. 1638, Report No. 556, P

A. on May 14, 1866, A B Dyer, Ass't Quarter Master General and Chief of Ordnance, wrote to Secretary of War E. M. Stanton: "Harpers Ferry Can not be regarded, hereafter, as a point of advantage either for Manufacture of Arms" and Recommended that the Land be Sold, Bent, Cetificate/Record IX #7556

Finally, the 1868 law authorized and directed the Secretary of War to convey by deed to Storer College at Harpers Ferry "the buildings with the lots on which they stand numbered [Armory Dwellings No.] 30, 31, 32, and also Building No. 25 with enough of the lot on which it stands to give a breath of 10 rods on High Street, otherwise known as Washington Street.... and also to convey by deed to the proper persons such other lands and buildings, portions of the aforesaid property, as have heretofore been set apart by the proper authorities for religious, charitable, and town purposes."[3]

S. Howell Brown, the surveyor who had prepared the map and plat for the 1852 sale, was again employed by the Ordnance Department to prepare the plat for the 1869 sale. His map, entitled "Map of Harper's Ferry—Plat of Harper's Ferry Armory Property laid off into lots for Sale in Pursuant to the Act of December 15,1868, finished by S. Howell Brown, Nov. 1,1869, Scale 165 feet per inch," approved by Secretary of War William W. Belknap on November 16,1869. On this map Brown subdivided the U.S. land that had not been divided in 1852, into 188 new building lots, this, with the 312 lots that had been laid out in 1852, brought the grand total of lots in Harpers Ferry to 500 lots. Two hundred and twenty-four of these lots and 53 dwellings had been sold at the 1852 sale, 31 more lots were now to be donated, and of the balance, 215 lots, 243 house lots were to be offered for sale in 1869.

2. Donations of Lots and Buildings, 1869-70:

Thirty-one of the lots were reserved from the 1869 sale under the law of December 15,1868. On December 15,1869, the United States donated seven of these lots and four Armory dwelling houses to Storer College. The United States donated the balance of 24 lots on January 1, 1870 as follows: totaling 112,147 square feet or a little over 2½ acres — three to the Board of Education for use as school lots, five to the Harpers Ferry town government for use as two town squares, a park, a cemetery, and a market house, including the structure in the last case, and one lot, with perhaps an old army dwelling on it to Virginia Lodge No. 1, Independent order of Odd Fellows, to replace their lodge structure that had been destroyed during the Civil War. The United States gave 15 lots to the six

3. U.S. Statutes at Large, Vol. 15, p. 265-266. Appendix, p. 91.

church churches of Harpers Ferry for use as the sites of churches(5 lots), parsonages(9 lots) , and schools(one lot.). Five, and possibly 6, buildings were donated with these 31 lots.[4]

3. The 1869 Sale

On November 30, and December 1 and ?, 1869, the Ordnance Department offered 243 house lots, 13 dwellings, and one stable for sale at public auction. Also offered were the following five items:

(1) U.S. Musket Factory Grounds, 72 acres with ruins of factory buildings, remains of machinery, and the water power of the Potomac.

(2) U.S. Rifle Factory on Halls Islands, 13 acres, with ruins of factory buildings and remains of machinery, and the water power of the Shenandoah River.

(3) The ferry rights on the Shenandoah River, including a ferry lot in Harpers Ferry on Shenandoah Street, and a 68-acre ferry lot with two stone dwelling houses located on the south side of the Shenandoah River.

(4) The perpetural rights to cut timber on 1,395 5/8th acres of mountain land located on the south side of the Shenandoah River, opposite to Harpers Ferry.

(5) The right to dig iron ore on 1,600 acres of land in the Friends' Ore Bank, which was located on the south shore of the Potomac River about two miles northwest of Harpers Ferry.

The original cost of acquiring this 3,549 acres of land(including the 294 house lot sitesand 54 dwelling that had been sold for $ 56,227.13½ 1852 was $ 188,525.05½ . Of this total, $ 51,000.00 had been spent to purchase the Friends' Ore bank and $ 137,525.05 to purchase the 1,949 acres at and adjacent to Harper's Ferry.

On the basis of rampart rumors that a group of wealthy and industrialists were about to purchase the water power rights of the Potomac and Shenandoah Riversfor the purpose to erect new factories at Harpers Ferry, optimism was running high among the bidders on the days of the 1869 sale in Harpers

4. U.S. deeds granting these lots are in National Archives Group No. 121, Entry 76, "Deed from the United States, Ordnance Department," 2 vols., Vol. II, pp. 221- 229, and p. 251. The Donated acreage to Every Lot was Gen A B Dyer, Chief of Ordnance to the Secretary of War, January 17, 1867, in Benet, a Collection of Annual Reports, IV, p. 1050.

Ferry. The bidding was intense and the buildings and lots in the lower part of the town, particularly those with commerical potential, were sold at high prices. All 248 offered items were taken by 121 bidders who agreed to pay a grand total of $ 297,793.50 for this property. The items were sold for the following prices:

1. Water power of the Potomac & Musket Factory Grounds:	$ 176,000.00
2. Water power of the Shenandoah & Rifle Factory grounds	30,000.00
3. Shenandoah River ferry rights and 68 acres.....	1,790.00
4. Timber rights on 1,395 5/8th acres.....	3,600.00
5. Friends' Ore Bank, 1,600 acres.....	13,100.00
6. For 243 lots and 11 buildings in Harpers Ferry, bid by 116 bidders,,,.....	73,303.50.
TOTAL: 248 Items:	$ 297,793.50 (5)

Of the purchasers, only 18 people paid cash and in full [6] for their 20 lots at the time of the sale, paying a total of $ 836.00. One hundred and four bidders executed notes and bonds due in one and two years in the amount of $ 297, 296,957.50 for 185 lots and 5 items. Thirteen persons who bid on 29 lots refused to pay cash or sign bonds and the title to these lots reverted to the United States. Control of all the other items, however, passed to the apparent purchasers as soon as they executed their bonds in December 1869.[7]

With the exception of some 29 items, the Ordnance Department appear to have successfully disposed of the U.S. Armory property at Harpers Ferry in the 1869 at high prices. The War Department, no doubt, considered this a smashing success, but this soon proved to be a complete illusion. Due to natural and man- made causes, the 1869 sale was an unmitigated disaster that plunged both the U.S. Government and the people of Harpers Ferry into a legal and economic morrass from which it would take 16 years

5. "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 Harpers Ferry(1869], in Senate Executive Documents, 43d Congress, 1st Session, Serial No. 1580, Document No. 6, pages 2 to 11, has a detailed listing, lot by lot, of every bid, bidder, and the payments made or bonds signed. Document also includes a copy of Brown's 1869 Map of Harper's Ferry.

6. National Archives Record Group 121, Entry 76- "Deeds from United States, Harpers Ferry, Ordnance Department," II, pp. 1 to 17. Deeds for these 20 lots were issued Jan.13,1870

7. Senate Executive Document No. 6, Serial No. 1580, p. 16-17- A. B. Dyer, chief of Ordnance to the Secretary of War, November 7,1870. Records indicate that 13 bidders failed to sign bonds on 28 house lots valued at $ 7,939.00 and th timber rights, valued at $ 3,600.00.

Abstract of sale of United S

Block.	Lot.	Date of map.	Location and remarks.	Nam
	5	1869	Lots north of Shenandoah st..	John
	6	1869	....do....	Thom
	7	1869	....do....	Mary
	8	1869	....do....	Dorse
H	1	1869	On Shenandoah street.....	James
H	2	1869	....do....	Isaac
H	3	1869	....do....	Georg
H	4	1869	....do....	.....
H	5	1869	....do....	Danie
H	6	1869	....do....	.....
H	7	1869	....do....	Georg
I	1	1869	....do....	Georg
I	2	1869	....do....	Louis
I	3	1869	....do....	.....
I	4	1869	....do....	Isaac
I	5	1869	....do....	Nicho
	18	....	In the Wager 6-acre reservation	Bridg
	19	...	....do....	Patri
	20	....	....do....	Mary
	21	....	....do....	Edith
	22	....	....do....	Edwa
	26	....	....do....	Jame
	27	....	....do....	Isaac
	29	....	....do....	Bridg
	34	....	....do....	Patri
G	8	1869	Camp Hill.....	Georg
H	7	1869	....do....	Edmu
I	4	1869	....do....	Lewi
I	5	1869	....do....	Franc
I	6	1869	....do....	Dorse
I	10	1869	....do....	John
I	13	1869	....do....	Nicho
J	5	1869	At Union square.....	John
J	6	1869	....do....	Zadoc
J	7	1869	....do....	J. Ro
J	10	1869	....do....	Danie
J	11	1869	....do....	.....
J	12	1869	....do....	.....
J	13	1869	....do....	.....
L	5	1869	South side of Ridge street...	Georg
L	6	1869	....do....	Willi
N	2	1869	Between Ridge and Putnam sts.	Samu
N	3	1869	....do....	James
N	8	1869	....do....	Olive
N	9	1869	....do....	Harr
N	10	1869	....do....	James
O	8	1869	....do....	Samu
O	9½	1869	....do....	Jeffe
O	14	1869	....do....	Lydi
P	4	1869	....do....	Thom
P	6	1869	....do....	John
P	8	1869	....do....	John
P	10	1869	....do....	Thom
P	14	1869	....do....	John
P	18	1869	....do....	Harr
P	19	1869	....do....	.....
Q	8	1869	....do....	Danie
Q	1	1869	....do....	.....
Q	2	1869	....do....	.....
Q	3	1869	....do....	.....
Q	4	1869	....do....	.....
Q	5	1869	....do....	Wilb
Q	6	1869	....do....	Thom
Q	15	1869	....do....	Dani
Q	16	1869	....do....	Geor
Q	17	1869	....do....	Dani
Q	18	1869	....do....	.....
Q	19	1869	....do....	Geor
Q	20	1869	....do....	Wilb
R	1	1869	North of Ridge street.....	Dani
R	2	1869	....do....	Nich
R	3	1869	....do....	.....
R	4	1869	....do....	.....
R	5	1869	....do....	John

Abstract of sale of United States property at and near

Block.	Lot.	Date of map.	Location and remarks.	Names of purchasers.	Amount.
	5	1869	Lots north of Shenandoah st..	John Wilson	$150 0
	6	1869	do	Thomas W. Gallagher	140 0
	7	1869	do	Mary A. Percival	160 0
	8	1869	do	Dorsey H. Irwin	165 0
H	1	1869	On Shenandoah street	James Doody	40 0
H	2	1869	do	Isaac Gilbert	38 0
H	3	1869	do	George Freeman	30 0
H	4	1869	do	do	30 0
H	5	1869	do	Daniel Ames	33 0
H	6	1869	do	do	30 0
H	7	1869	do	George Koonce	85 0
I	1	1869	do	George Freeman	30 0
I	2	1869	do	Louise Evans	31 0
I	3	1869	do	do	34 0
I	4	1869	do	Isaac Gilbert	30 0
I	5	1869	do	Nicholas Marmion	105 0
	18	....	In the Wager 6-acre reservation	Bridget Boerley	2,600 0
	19	...	do	Patrick Daley	1,425 0
	20	....	do	Mary D. Cochrane	2,025 0
	21	....	do	Edith O'Donnell	2,275 0
	22	....	do	Edward Murphy	2,375 0
	26	....	do	James McGraw	1,000 0
	27	....	do	Isaac Gilbert	950 0
	29	....	do	Bridget Boerley	80 0
	34	....	do	Patrick O'Beirne	139 0
G	6	1869	Camp Hill	George Koonce	75 0
H	7	1869	do	Edmund H. Chambers	38 0
I	4	1869	do	Lewis Seabold	102 0
I	5	1869	do	Francis Gannon	90 0
I	6	1869	do	Dorsey H. Irwin	22 0
I	10	1869	do	John E. Irwin	31 0
I	13	1869	do	Nicholas Marmion	53 0
J	5	1869	At Union square	John A. Lashorn	70 0
J	6	1869	do	Zadock Butt	30 0
J	7	1869	do	J. Robinson Strayer	61 0
J	10	1869	do	Daniel Ames	80 0
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	12 0
L	6	1869	do	William M. Graham	12 0
N	2	1869	Between Ridge and Putnam sts.	Samuel Coleman	4 0
N	3	1869	do	James Warfield	4 0
N	8	1869	do	Oliver Hall	2 0
N	9	1869	do	Harrison Robinson	1 0
N	10	1869	do	James Musgrove	
O	8	1869	do	Samuel Irbey	4 0
O	9	1869	do	Jefferson Page	4 0
O	14	1869	do	Lydia A. Kilham	
P	4	1869	do	Thomas A. Kirwan	6 0
P	6	1869	do	John W. Marlatt	3 0
P	8	1869	do	John C. Storm	4 0
P	10	1869	do	Thomas A. Kirwan	11 0
P	14	1869	do	John Gilbert	6 0
P	18	1869	do	Harrison Robinson	3 0
P	19	1869	do	do	3 0
C	8	1869	do	Daniel Ames	1 0
C	1	1869	do	do	
C	2	1869	do	do	
C	3	1869	do	do	1 0
C	4	1869	do	do	1 0
C	5	1869	do	Wilbur A. Winters	1 0
C	6	1869	do	Thomas Jefferson	
C	15	1869	do	Daniel Ames	1 0
C	16	1869	do	George Koonce	
C	17	1869	do	Daniel Ames	
C	18	1869	do	do	
C	19	1869	do	George Koonce	
C	20	1869	do	Wilbur A. Winters	
K	1	1869	North of Ridge street	Daniel Ames	4 0
K	2	1869	do	Nicholas Marmion	2 0
K	3	1869	do	do	2 0
K	4	1869	do	do	2 0
R	5	1869	do	John L. Walsh	1 0

Abstract of sale of United State

Block.	Lot.	Date of map.	Location and remarks.	Names of
R	6	1869	North of Ridge street	Nicholas
R	7	1869	.....do.....	Daniel An
R	8	1869	.....do.....	.....do ..
S	1	1869	.....do.....	Truesman
S	2	1869	.....do.....	David M.
S	3	1869	.....do.....	Daniel An
S	4	1869	.....do.....	.....do ..
S	5	1869	.....do.....	Edw'd H. Meth. p
S	6	1869	.....do.....	.....do ..
T	1	1869	.....do.....	Bettie E.
T	2	1869	.....do.....	Edward T
T	3	1869	.....do.....	Joseph A.
T	4	1869	.....do.....	Solomon
U	1	1869	.....do.....	Mary A.
U	2	1869	.....do.....	Ellen M.
U	3	1869	.....do.....	David M.
U	4	1869	.....do.....	Harry K
V	1	1869	Between Putnam and Van Wert streets.	
V	2	1869	.....do.....	Wilbur J
V	3	1869	.....do.....	
V	4	1869	.....do.....	
V	5	1869	.....do.....	
V	6	1869	.....do.....	P. H. Str and otl Lucas,
V	8	1869	.....do.....	Thomas
W	10	1869	.....do.....	Mary D.
W	11	1869	.....do.....	.....do .
X	12	1869	.....do.....	Nathan J
Z	3	1869	East of Paulding street.....	Lydia A.
Z	4	1869	.....do.....	Colored
2	1	1869	Between Van Wert and North Cliff streets.	Nancy B
2	2	1869	.....do.....	Ellen Kl
2	3	1869	.....do.....	Francis
2	4	1869	.....do.....	Patrick
2	5	1869	.....do.....	Francis 2
2	6	1869	.....do.....	Nicholas
2	7	1869	.....do.....	James M
AA	1	1869	Between Washington and Potomac streets.	Daniel A
AA	2	1869	.....do.....	Polly Mc.
AA	3	1869	.....do.....	Patrick H
AA	4	1869	.....do.....	Mary A. C
AA	5	1869	.....do.....	Edward T
AA	6	1869	.....do.....	Michael T
AA	7	1869	.....do.....	Thomas A
AA	8	1869	.....do.....	Henry Ru
AA	9	1869	.....do.....	Thomas A
AA	10	1869	.....do.....	Thomas T.
BB	1	1869	On Washington and Ridge sts.	Patrick O
BB	2	1869	.....do.....	John L. W
BB	3	1869	.....do.....	Charles E.
BB	4	1869	.....do.....	John Fitz
BB	5	1869	.....do.....	Thomas A
BB	6	1869	.....do.....	Valinda S
BB	7	1869	.....do.....	Patrick O'
BB	8	1869	.....do.....	Thomas A.
BB	9	1869	.....do.....	.....do ..
BB	10	1869	.....do.....	.....do ..
CC	1	1869	On Washington and Clay sts..	David M.
CC	2	1869	.....do.....	Thomas H
CC	3	1869	.....do.....	Edmond H
CC	4	1869	.....do.....	Thomas T.
DD	1	1869	Between Fillmore and Clay sts.	John Billu

Abstract of sale of United States property at and near Ha

Block.	Lot.	Date of map.	Location and remarks.	Names of purchasers.	Amount.
DD	2	1869	Between Fillmore and Clay sts.	Edmund H. Chambers	$250 00
DD	3	1869	....do....	Dorsey H. Irwin	120 00
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
EE	2	1869	....do....	John L. Walsh	140 00
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
FF	4	1869	....do....	....do....	240 00
FF	5	1869	....do....	John F. Conlahan	50 00
FF	6	1869	....do....	Abraham Clemmer	46 00
FF	7	1869	....do....	....do....	24 00
FF	8	1869	....do....	J. P. Keller	40 00
GG	1	1869	....do....	Rev. Jared Bowman, for Colored M. E. Church.	50 00
GG	2	1869	....do....	Ellen King	140 00
GG	3	1869	....do....	Abraham Clemmer	200 00
GG	4	1869	....do....	John Fitzpatrick	120 00
GG	5	1869	....do....	....do....	125 00
GG	6	1869	....do....	William Butts	90 00
GG	7	1869	....do....	Edward Polls	60 00
GG	8	1869	....do....	Mary I. Earnshaw	40 00
HH	1	1869	....do....	Henry G. Rowson	200 00
HH	2	1869	....do....	James L. Shewbridge	205 00
HH	3	1869	....do....	Daniel Ames	185 00
HH	4	1869	....do....	....do....	160 00
HH	5	1869	....do....	Pompey Massey	105 00
HH	6	1869	....do....	Anthony Bussey	80 00
HH	7	1869	....do....	....do....	75 00
HH	8	1869	....do....	....do....	125 00
II	1	1869	....do....	Mary D. Young	1,200 00
II	3	1869	....do....	Va. Lodge No. 1, I. O. O. F.	130 00
JJ	1	1869	....do....	William Exner	115 00
JJ	2	1869	....do....	Thomas A. Kirwan	120 00
JJ	3	1869	....do....	....do....	150 00
JJ	4	1869	....do....	....do....	172 00
JJ	5	1869	....do....	....do....	225 00
JJ	6	1869	....do....	....do....	255 00
JJ	7	1869	....do....	....do....	220 00
JJ	8	1869	....do....	Francis Gannon	105 00
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
JJ	13	1869	....do....	....do....	120 00
JJ	14	1869	....do....	Mary D. Cochrane	200 00
KK	1	1869	....do....	Thomas H. Trail	90 00
KK	2	1869	....do....	Michael Tearney	125 00
KK	3	1869	....do....	Thomas A. Kirwan	230 00
KK	4	1869	....do....	....do....	245 00
KK	5	1869	....do....	....do....	260 00
KK	6	1869	....do....	James Weaver	250 00
KK	7	1869	....do....	George L. Weaver	300 00
KK	8	1869	....do....	Julia A. Beale	90 00
KK	9	1869	....do....	Thomas A. Kirwan	130 00
KK	10	1869	....do....	....do....	135 00
KK	11	1869	....do....	....do....	130 00
KK	12	1869	....do....	....do....	124 00
KK	13	1869	....do....	Caspar Hutzell	130 00
KK	14	1869	....do....	Thomas A. Kirwan	150 00
LL	1	1869	....do....	Oliver Kemp	65 00
LL	2	1869	....do....	Daniel Ames	50 00
LL	3	1869	....do....	....do....	56 00
LL	4	1869	....do....	James Doody	62 00
LL	5	1869	....do....	Thomas B. Winters	61 00
LL	6	1869	....do....	....do....	89 00
LL	7	1869	....do....	Louisa Evans	20 00

SUMMARY

CHAIN OF TITLE FOR WAGER LOT NO. _____

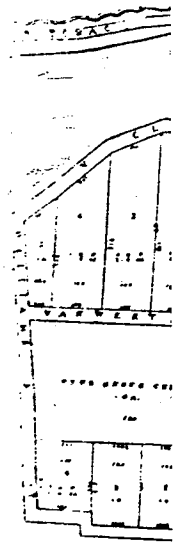
1. April 25, 1751 to October 15, 1782: Robert Harper.

2. October 15, 1782 to October 10, 1835: John Wager, Sr. and Jr., and the heirs of John Wager, Jr.(1813-1835).

3. October 10, 1835 to _____

MAP NO. 1

S. Howell Brown's 1869 Map of Harper's Ferry



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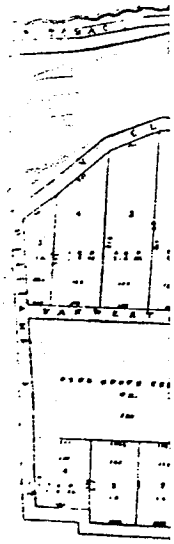
S. Howell Brow



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of Congressional and court action to extract themselves. During most of this period the economic and industrial development of the town of Harpers Ferry was almost completely suspended.

4. A Natural Disaster, the Flood of 1870:

On Friday September 30, and Saturday, October 1, 1870 the greatest flood in the history of Harpers Ferry struck the town, when the Shenandoah River went on a rampage. " Every house on the south side of the [Shenandoah] street from the market house [Lot 4, Block B, Shenandoah Street, upstream or west] to the Island of Virginius was either entirely destroyed or badly injured." Some 42 lives, including 20 at Shenandoah City, were lost in this disaster.[8]

Many of the people who purchased U.S. lots along Shenandoah Street in 1869 were heavy losers. The fine brick stable, similiar in design to the John Brown fire engine house, standing on Lot 2, Block F, Shenandoah Street, and on which John G. Wilson had bid $ 1,800, was completely destroyed. The brick Armory Dwelling House No. 4, standing on Lot No. 1, Block F, Shenandoah Street, for which Daniel Ames had bid $ 1,650, was badly damaged. Mrs. Harriet M. Neer had purchased vacant lot No. 1, Block G, Shenandoah Street, for $ 150.00 and just finished erecting a new frame livery stable, 40 by 20 feet in size, at a cost of $ 250.00. James C. McGraw, who had purchased Armory Dwelling No. No 2, on Lot 3, Block B, Shenandoah Street, reported that the flood waters cracked the brick walls and raised the floors.[9]

On November 1,1870, 25 of the purchasers of U.S. lots who lived in the lower town wrote to the Secretary of War appealing for a suspension of the first payment on their notes, which were due on December 6,1870, until Congress could take action on this problem.

The citizens advanced two reasons for this request, writing with regards to the flood: "We are overwhelmed by the most terrible calamity which could at any time be the fate of any

8. Joseph Barry, "The Strange Story of Harper's Ferry, With Legends of the Surrounding County, (1903- 7th Reprint, Shepardstown, W.V., 1974), p. 164. A vivid account of the flood will be found on pp. 151-169.

9. The sad tale of these individual losses are to be found in National Archives Record Group No. 121, Public Buildings Service, Entry 78, Records concerning the Harpers Ferry Abatement Cases, 1868-1880, 2 trays. In a letter to the Secretary of War, dated Nov. 23,1871, Daniel Ames reported that he had put the house on Lot 1, Block F, Shenandoah Street, "in perfect repair, and before it had been occupied a month, the property was damaged by the flood to the extent of $ 2,500, ...compelling immediate repairs of about $ 400 to prevent utter destruction." Senate Doc. 6, p. 18, Serial

"community, namely, by the flood. This awful disaster is well known to the world, and needs no comment on our part than for 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."[10]

[Their second reason for requesting delay in the collection of payments is discussed in the section that follows].

Their petition was forwarded by A. K. Kitzmiller, Counsel for the parties, to Bvt. Brig Gen. A. B. Dyer Chief of Ordnance on November 4,1870. Dyer sent the petition to Secretary of War William W. Belknap on November 7, requesting instructions as to what action should be taken.[11] The Secretary of War did not response for seven months, so that the citizens of Harpers Ferry, in effect, unoffically received the requested suspension of payments. In a second letter to the Secretary of War on this problem, dated June 1,1871, Chief of Ordnance Dyer explained " As no instructions were communicated to me in pursuance of of my request 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 noted become due next December; and I repsectfully recommend that relief to this extent be granted to these memorialists."[12] After consulting with the Judge Advocate General, the Secretary of War approved on June 3,1871 the policy of suspending the collection, provided that the sureties should formally and in writing assent to such agreement.[13]

The Ordnance Department thus made no forceable effort to collect

10. Senate Executive Document No. 6, Serial No. 1580, p. 13.
11. Ibid., p. 12, 13.
12. Ibid., p. 16.
13. Ibid., 16, 17.

the notes that came due on December 6, 1870. By December 31,1872, three years after the sale, only 25 purchasers had paid in full, ~~the sum~~ ~$ 5,686.00 under the terms of the 1869 sale, and received the deeds to their 33 lots and three houses. (See Chart 7 p. 46 Schedule of Payments for 1869 sale, 1869-1885) . Some 98 purchasers with bonds on ~~the~~ 178 lots owed the United States Government some $ 272,107.50 on this property. It was clear the War Department had a major problem on its hands.

5. Man-Made Disasters, 1870-1880:

The first hint of the inpending man-created problems, perhaps, came in the same letter of November 1,1870 from ~~the~~ 25 Harpers Ferry citizens appealing for a suspension of forceable collection of one year notes that came due on December 6,1870, in part, because of the flood damage to the property in their town. The petitioners also alledged that perhaps fraud or misleading information had induced them to bid such high prices at the 1869 sale. They wrote: " We put faith in widely-spread rumor and the corroborating statements of Captain [Francis F.] Adams," that it was"the intention and purposes of the purchaser[of the water power of the Potomac and Shenandoah River, which Adams purchased for $ 206,000], were without delay, to reconstruct and erect valuable factories and buildings on the lands heretofor owned by the United States and used and occupied by the Government as a national armory." Believeing "that our purchases under these circumstances would be a very good investment for business purposes in the future, and consequent we did bid off our respective lots at prices largely in excesss of their value under any circumstances than those to refered to."

"The meaning of this is," they continued," that the undersigned have been grievously disappointed by the parties from whom it was supposed better things would be expected." Captain Adams and his group of "private capitalists" had failed to take any steps to develop the water power at Harpers Ferry which they now controlled. 14

With the benefit of hindsight, it is clear that the fatal flaw in the sale of 1869 was due to the provision in the Act of 1868 which permitted the items to be sold on terms of easy credit and required

14. Senate Executive Doc. 6, Serial No. 1580, p. 12.

any cash down payment. Thus Captain Francis C. Adams and the band of speculators that he headed, were able, without putting one cent down, to control of the chief industrial resources of Harpers Ferry, namely the water power of the Potomac and Shenandoah Rivers, and the lands of the U.S. Musket Factory and U.S. Rifle Factory, for a paper bid of $ 206.000 - a sum that they were unable to pay and indeed, had no intention of ever developing these industrial properties.

George P. Fisher, U.S. District Attorney for the District of Colombia, investigated this group of "private capitalists" and reported to the U.S. Attorney in a letter dated June 14,1873, "I am statisfied, after consulting with Mr. Phillips. the deputy marshal of this District , that the sureties have not enough property in this District or elsewhere, to my knowledge, to reponse to more than one-fourth of the amount of said purchase-money[three bonds totalling of Francis C. Adams totalling $ 209,705.00 for the water power of the Potomac and Shenandoah River and for Lots 2 and 5, Block A, Shenandoah Stree

Continuing, Fisher noted: "The sureties on the bonds given for $ 3,705[Lots 2 and 5, Block A] are Clinton Lloyd, the chief clerk of the Clerk of the House of Representative; William B. Webb, a member of the bar of this District; and Francis A. McCartney, now deceased, formerly the disbursing clerk of the Post-Office Department. Some two years agao McCartney defaulted , became an inmate of the lunatic asylum, and died about 18 months ago utterly insolvent. Webb has property in this District assessed at $ 9,199 against which, I believe, there are no liens; and Lloyd as an assessment of $ 10,244, subject to a lien for a large portion of that amount, say about one-half. The same parties and no others are sureties in the second bond, for $ 30,000 [on the water power of the Shenandoah]. Adams has no property in this District, so far as I can learn. The sureties on the third bond, for $ 176,000[for water power of the Potomac], are the same, with the addition of Samuel P. Brown, J. W. Fitzhugh, Nathaniel Wilson, and George H. Plant. The latter gentleman has an assessment of some $ 115,000, but it is so involved and encumbered that Mr. Phillips tells me that it is very difficult for him to make the money on executions already out against him. Wilson is assessed at $ 14,577; Fitzhugh at $ 1,000; and as to Brown, it is sufficient for me to say that the Government is already driven to withholding his salary as commissioner of the board of public works in order to make good his own default as navy-agent during the war. His deficit, as such, is over $ 40,000. To

CHART No. 7

SCHEDULE OF COLLECTIONS FOR THE DECEMBER 1869 SALE OF PUBLIC LOTS AND HOUSES AT THE U.S. ARMORY AT HARPERS FERRY, W. VA.

A. Collected in accordance with the Original Terms of the 1869 Sale

YEAR	Buyers	Lots	Houses	Amount Paid	Remarks
1870:	19	26	0	$ 1,189.00	
1871:	1	1	1	1,200.00	
1872:	5	6	2	3,297.00	
Total:	25	33	3	$ 5,686.00	(1)
1877:	1	1	0	82.12	Includes $ 22.12 in interest.
1880:	1	1	0	9.81	Includes 3.31 in interest.
TOTAL:	27	35	3	$ 5,777.93	[$ 25.43 in interes
B. By U.S. District Court for W.VA.	2	2	0	1,090.00	Lots bid on by C.F. Adams in 1869
C. U.S. To B & O R.R. Co.	1	1	0	500.00-	1878-Byrnes Island
1869-1880	30	38	3	$ 8,367.93	Subtotal
D. ABATEMENT CASES:					
1879	11	12	3	$ 6,560.05	
1880:	18	25	3	3,108.30	
SUBTOTAL:	29	37	6	9.668.35	
1885 cases:	6	7	1	905.00	
TOTAL ABATEMENTS	35	44	7	$ 10,573.35	
GRAND TOTAL 1870- 1880:	65	82	10	$ 17,941.28	

(1) This total of $ 5,686.00 is also the figure used in the Committee on Military Affairs' Report of January 11,1873 on the state of the property sold at Harpers Ferry in 1869 collections,1869-1872, in House of Representatives Reports, 42d Congress, 3D Session,1872-73, Vol. 1, Serial No. 1576- Report No. 21, p.1.

C

recover one-third of the whole amount of these bonds here is, I think impossible; so does Phillips...."[15]

The actions of this group of "capitalists", or adventurers, revealed that their purpose in acquiring the Harpers Ferry property was not to develop it but to highjack the Baltimore and Ohio Railroad Company, whose main line west ran across the U.S. Musket Factory Yard under right of way that had been granted by the Secretary of War in 1838. Now claiming ownership of this right of way, the B.& O. must either payup or find some other location for its main line west.

Because Adams and associates held control of the chief industrial assests of Harpers Ferry and owed $ 209,705.00 of the total of some $ 272,107.50 in outstanding unpaid bonds, the United States Government decided to move first against this group to reestablish the title of the United States to this property so that it could be resold to bona fide purchasers.

A. The Struggle in the Courts, 1872- 1876:

On July 20,1872, Secretary of War William W. Belknap requested that the U.S. Attorney-General institute suit immediately against Francis C. Adams for the sum of $ 209,705 due on three bonds. On February 3, 1873, George P. Fisher, the U.S. Attorney for the District of Columbia, brought suit in the U.S. District Court against Adams. Subequent to the bringing of this suit in D.C., a conference was held in Washington by the Attorney General of the United States, George H. Williams, George P. Fisher, N. Goff, the U.S. District Attorney for West Virginia, and the counsel for the sureties of Francis C. Adams. The latter objected to a decree, but agreed that if the Government would not proceed to a sale under a decree to enforce the vendor's lien for the entire purchase-money until the determination of a claim made by the Baltimore and Ohio Railroad Company, they would acknowledge service of process and thus expedite the suit. The sureties of Adams were informed that the Government had decided to press for a decree for the enorcement of the lien, and immediately after obtaining it, to institute proceedings to quiet title to the premises against the Baltimore and Ohio Railroad Company, and

15. Letter of the Attorney General, May 6, 1874, in Senate Executive Documents, 43 Congress, 1st Session, Serial No. 1581, Doc. No. 18, p. 7.

not to make sale until after the decision of the issue between the Governmer and the railroad company, so that the best price could be had for the property.

Suits in equity were filed by N. Goff, the U.S. District Attorney for West Virginia, against Adams and his sureties in the U.S. District Court for that State in July 1873 for the purpose of enforcing the vendor's lien. A decree was had from that court in September or October, 1873, for the sale of the property, in each case, the sale to be made by N. Goff, as trustee, at a time to be fixed by the future order of the court.

Prior to February 1873, the Baltimore and Ohio Railroad Company had brought suit in a State Court of West Virginia to quiet its title to its right of way across the U.S. Musket Factory yard at Harpers Ferry, which had been sold by the United States to Adams. The railroad company argued that as its main line, built under the 1838 agreement with the Secretary of War, was constructed on "fill" placed forward of the original bank into the Potomac River, and because the State of Maryland claimed jurdisdiction over the whole of the Potomac River to the medium high water mark on the ori West Virginia shore, their main line was located in Maryland and not West Virginia, hence F.C. Adams had no claim under the 1838 grant of right of way to the existing main line. The railroad company further argued that their 1811 purchase of part of Patrick Byrnes's Island in the Potomac gave them title to their main line through the Musket Factory yard, under the Maryland deed for that island. By December 1874, this suit had been determined in favor of the railroad company. This decision not only eliminated the claims of Francis C. Adams to the main line tract, but it also meant that the water power of the Potomac at Harpers Ferry did not belong to the United States, as improvements that the railroad company made to to main line track at Harpers Ferry, in the form of culverts, fill, etc, was beginning to interfer with the flow of water in the old Armory Canal.

In January, 1874, the U.S. district attorney for West Virginia instituted a suit in equity in the United States District Court at Wheeling, W. Va., in the name of the United States and Francis C. Adams and his sureties, to remove the cloud from the title of the property sold to Adams by the decision in the West Virginia State Court upholding the validity of the Byrnes deed.[15]

15. Legal history is summarized in Senate Report No. 566, pp.2-4, dated January 26, 1874, Senate Reports of Committees, Vol. 1, 43rd Congress, 2nd Session, 1874-75, Serial No. 1632, Actual correspondence of the U.S. Attorney

Judge Jackson of the U.S. District Court of West Virginia handed down the decision on November 17, 1875.(1) He found that the Baltimore & Ohio Railroad Company held title to its main line right-of-way through the U.S. Musket Factory tract at Harpers Ferry on the basis of the November 5th, 1838 agreement between Josel R. Poinsett, Secretary of War, and Louis McLane, President of the B & O. R.R. Co., and not by virture of the September 1841 deed from Patrick Byrnes.(2) The Court also found that the U.S. Government intended this grant of right of way to be a permament one as long as it was used as a railroad, thus freeing the railroad company from any claims of ownership by Francis C. Adams. Finally, the Court found that the United States held complete title to the water power rights of the Potomac and to the Musket Factory tract, thus eliminating all claims to ownership by the B & O Railroad Company and clearing away all clouds to the title of the main assests at Harpers Ferry.[16] Finally, six years after the 1869 Sale, the United States once again held full title to the water power of the Potomac and Shenandoah Rivers and their related 85 acres of land.

In September 1876, acting as trustee for the U.S. District Court of West Virginia, N. Goff sold Lots No. 2 and 5, Block A., Shenandoah Street, for which F. C. Adams had bid a total of $ 3,705 in 1869, to two purchasers for a total of $ 1,090.00.[17] The United States repurchased the water rights to the Potomac and Shenandoah for $ 70,000 and received the deeds for these items from the District Court on April 17.1877.(17A)

17. Chief Clerk Webster Elmes, Department of Justice, Office of the Solicitor of the Treasury to Solicitor of the Treasury George F. Talbot, National Archives Record Group 121, Harpers Ferry Case No. 155. Letter included in James N. Noffsinger's Contributions Towards a Physical History," pp. 181- 184. 17A-Senate Reports of Committees 1883-84, Vol. 7, Serial No. 2179. Report No. 770- p.1.

15.Continued, regarding these question,December 17,1872 to May 6,1874, is published with "Letter of the Attorney-General, May 6,1874,in Senate Executive Documents, 43d Congress, 1st Session, Serial No. 1581 Document No. 48, Part 1, 15 pages, and Part II, 2 pages.

16.National Archives Record Group 121, Public Buildings Service, Harpers Ferrt Material, Printed pamphlet,9 paged. "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 and Other Vs. the Baltimore and Ohio Railroad Company. Also printed pamphlet, 13 pages. Statement of Facts in the Harper's Ferry Case-The Government Vs. The Baltimore and Ohio

by. F. C. Adams, nmo date, but published after the Nov. 17,1875 decision of the U.S. Court for West Virginia. These documents are in cluded in James P. Noffsinger,"Harpers Ferry, "est Virginia, Contributions Towards

On June 15, 1878, the United States sold Byrnes Island, which contained about 72 acres, to the Baltimore and Ohio Railroad Company for $ 500.00.

Thus by June 1880, about 10½ years after the 1869 sale, the United States had succeeded in legally disposing only 35 items, including 3 houses, for a total $ 5,777.93 among 27 purchasers. (See Chart No. 7, page 46 schedule of payments).

Still uncollected and unsettled were the bonds in the amount of approximately $62,402.50, owed by about 97 citizens of Harpers Ferry for 184 lots or items. The United States Government now moved to settle this tangled mess.

B. The Struggle in Congress, 1870-1878:

In their letter to the Secretary of War, dated November 1, 1870, the 25 petitioners of Harpers Ferry had advised that they intended to petition Congress at its next session in December 1870 "for such relief in the premises as it may deem constitutional and just to grant us under the circumstances."[19] Two such bills were introduced into Congress, one on December 19, 1870 and the other on March 7, 1871, but neither of these matured into law.[20] In 1872 and 1873, the citizens of Harpers Ferry continued to seek relief and several bills were introduced that provided that they could be released from their purchases by the surrender of their lots in return for the cancelment of their bonds.[21] These also failed to pass. In 1874 and 1875, two bills were introduced which would have authorized the Attorney General of the United States to adjust the claims of the U.S. Government upon the purchasers of property at Harpers Ferry. Neither of these were enacted into law.[22] Efforts were continued without success until 1878, when a measure was finally enacted into law and approved on June 14, 1878.[23]

18. National Archives R.G. 121, Public Buildings Service, Entry 58- "Warrenty Deeds to Land Conveyed by the Ordnance Department, 1830-1927 (4 vols), Vol. III, p. 555, for deed.

19. Senate Executive Document No. 6, p. 13, Serial No. 1580.

20. Ibid., 16.

21. Senate Report No. 556, Serial No. 1632, p. 2, January 26, 1875.

22. Ibid. and House Report No. 616, Serial No. 1626, May 27, 1874.

23. Senate Reports No. 445, Serial No. 1790- May 29, 1878.

The Actof June 14, 1878 (1) authorized the Solicitor of the Treasury, by and with the consent of the Secretary of War, to cancel contracts with and release all purchasers of lots at the Harpers Ferry sale of 1869 from their purchases, whenever these buyders had quit -claime and released their lots to the U.S. Government by deed in such form as may be required by the Solicitor of the Treasury. Also such quit claims and releases had to be executed and tendered to the Secretary of War within four months from the passage of the act, that is, by October 14, 1878. (2) The Solicitor was authorized to offer for sale all such lots that had had their titles properly cleared under step 1.

(3) The Solicitor was also authorized to lease any of the Harper's Ferry property for any term of years, if he deemed it expedient.

(4). The Solicitor was further authorized to abate part of the purchase-money due from purchasers "who have made improvements upon lots of land purchased [in 1869]...Provided, That in his judgement such purchasers are legally or equitably entitled to such abatement: And Provided further, that such purchasers shall apply to the Solicitor for abatement within two months of the passage of this act, that is by August 14,1878, and in"case of an abatement is made, shall pay the balance of the purchase money due after deducting the amount abated within sixty days, thereafter; otherwise, the debt to remain as if no abatment had been made." 24

1. The Abatement Cases, 1878-1880.

George W. Graham of Harpers Ferry acted as the local agent for Kenneth Rayner, the Solicitor of the Treasury, in the Abatement Cases. On September 5,1878, Graham advised the Solcitior, that "the whole number of applications for abatement were 43 - and two were sent direct to Washington." 25 The lists prepare by Graham of the purchasers reveal to some extent what they had been doing with their lots since 1869. These are shown on Chart No. 8 which follows:

25. National Archives Record Group No. 121, Public Buildings Service, Entry 78, Harpers Ferry Abatement Cases, 2 trays, Tray No. 1.

24. U.S. Statues At Large(1877-79), Vol. 20, p.130-131.

Chart No.8 By August 1878.

Purchaser, 1869	Block	Lot	Location	Improvements Made
2. Daniel Ames	AA	1	Camp Hill	Built cistern, wall, pump house, Repair the house.
3. Julia A. Beale	KK	8	" "	Fenced her lot.
3. John Billman	DD	1	" "	"Built a comfortable house on lot.
4. Thomas J. Burley	A	1	Shenandoah St.	Spent $664.00 built a cel and stable on lot. Put tin roof new doors, etc in old building
5. Mary D. Cochrane Wager	Lot 20	4	6 Acre Res.	Has improved and repaired old house. new porches, roofi
6. Samuel Coleman	N	2	Camp Hill	Built a small dwelling at cost of $ 125 on lot.
7. Mary Conway	A	7	Shenandoah Street	Built a good brick dwelling house and store on her lot for $ 5,114.00 plus $ 50.00 for fencing.
8. Patrick Daley	Wager Lot	19	6-Acre Res.	Improved the old armory house on Lot 19. $274 for porch, repairs to roof and brick wall
9. Henry P. Deam	MM	2	Camp Hill.	Had built a dwelling house on lot.
10. J. M. Decaulner	A A	3 4	Shenandoah Street " "	$ 1,000 spent for shedding fencing, stable, and yard for coal and stock.
11. Mary L. Earnsaw	GG	8	Camp Hill	She the widow of a U.S. sold has fenced her lot and plant fruit trees .
12. Dorsey H. Erwin	I	6	Camp Hill	Built a stable and slaughter house on lot.
13. John Fitzpatrick	BB GG GG	4 4 4	Camp Hill " " " "	had fenced these lots.
14. Francis Gannon	I	5	" "	had fenced this lot.
15. Patrick Higgins	AA	3	" "	Built a house on his lot.
16. Ann Jackson	V	8	" "	Colored lady- Built a house on her lot at cost of $ 200.
17. Thomas Jefferson	M	11	" "	Built a house on lot.

Chart No.8 — August 1878

Purchasers, 1869	Block	Lot	Location	Improvements Made
18. Nathan Jackson	X	12	Camp Hill	"a colored lady- built a house on the lot small
19. Arthur Lewis	MM	1	" "	had fenced his lot.
20. John H. Martin	JJ JJ	2 3	Camp Hill	had fenced his lots and planted fruit trees.
21. Polly McArthur	AA	2	" "	had put this old brick ho in good order.
22. Joseph A. McFadden	T	3	" "	had fenced his lot.
23. James McGraw [pd. $1,000.00 cash, 1869-tried unsuccessfully to abate in 1878].	Wager Lot	26	6-Acre Reservation	Has built back porch on house, stonework under house, new timbers to support house, new stabl
24. James C. McGraw & others (Park Bldg. 34-35). Has spent $ 1,61.32 improving house & Lot	B	3	Shenandoah Street	House damaged in floods of 1870 and 1877. Built an ice house and stable brick pavement, cistern, sewer in yard, brick supp in cellar for the old house.
25. Edward Murphy	Wager Lot	22	6-Acre Res.	Old stone house, new roo , timbers, glass, doors, blinds, outbuildings and fences.
26. Harriet M. Neer	G	1	Shenandoah St.	had built a livery stabl on lot for $ 250. This destroyed by flood in 18 Lot vacant in 1878.
27. Joseph D. Holmes	Lot No. 1 North of Shenandoah Street			Park Bldg. No. 45- repa to roof and porch, buil a new outbuilding.
28. Patrick O'Beirnes	Wager Lot No. 2 BB BB	34 1 7	Six Acre Res. Camp Hill " " " "	Fenced lots and planted fruit trees.
29. Edith O'Donnell [paid $ [illegible] ?,275 cash, 1869-tried unsuccessfully to abate this price in 1878]	Wager Lot	21	6-Acre Res.	Improved old stone hous new porches, floors, doors, windows, cistern, fencing
30. Mary A. Percival	Lot No. 7 north of Shenandoah Street			has fenced part of lot.
31. John T. Reed Also JJ 10 and 11.	JJ JJ	4 5	Camp Hill " "	has fenced his lots and planted fruit trees.
32. Harrison Robinson	N	9	" "	built a dwelling house a a cost of $ 85 on lot.
33. Henry C. Lowson	HH	1	" "	has built "a nice house" on his lot.

Chart No. 8 August 1878

Purchasers, 1869	Block	Lot	Location	Improvements Made
34: John L. Walsh	A	6	Shenandoah Street.	Had spent $382.82, half the cost of constructi a brick wall of the ho on Lot 6, Block A, so tha he use it as a side wall he erected his own brick building on Lot 6. Was us Lot 6 as a garden.
35. George L. Weaver	JJ	7	Camp Hill	Had built a house on his lot.
36. James Boden	MM	8	" "	Had fenced his lot. (2

The applications for abatement were reviewed by Kenneth Rayner, the Solicitor of the Treasury. Several applicants, including James McGraw and Edith O'Donnell, had completed payments in full under the original terms and hence were found to be ineligible to have their prices abated. Two others, Mrs. Florence Kirwin and Lawrence A. Montague, who had purchased Lots 2 and 5, Block A, Shenandoah Street, from the U.S. District Court of West Virginia in 1876, also applied to have their prices abated but were eliminated on the grounds that these sale did not come under the Act of June 14, 1878. Several more applicants had their petitions rejected because they filed after the August 14, 1878 deadline. Among these was poor Mrs. Harriet M. Neer, whose application to abate the price on Lot 1, Block G, Shenandoah Street, was dated August 15! Some applicants also changed their mind about buying their property, even at abated prices. Joseph B. Holmes, who had lived in Park Bldg. No. 45, on Lot No. 1 North of Shenandoah Street, fell into this last category.[26]

In the period 1878-1880, the Solicitor abated the prices for 29 purchasers on 37 lots from the 1869 total bid of $ 39,755.00 to the final price of $ 9,666.35. Deeds to the abated lots were issued in the period October 31, 1879 to November 16, 1880. (27) Included in this group were the 1600 acres of the Friends Ore Bank, the original bid of $ 13,100 for this property was abated to $ 3,500.

25. National Archives Record Group 121, Public Buildings Service, Entry 78- Records Concering Harpers Ferry Abatement Cases, 1868-1888, two trays. These include 25 letters to George W. Graham, August 6, 1878, asking to have their prices abated and several lists and reports listing improvements made on lots. 26. Ibid.

27, National Archives Record Group 121, Entry No. 76, "Deeds from the United States, Harpers Ferry, Ordnance Department" (2 vols) II, pp. 27 to 59.

In 1885 the Secretary of War bargined with six more 1869 bidders who had been using seven lots and one house since that sale. They reached an agreement and the Secretary of War, in effect, abated the total of their 1869 bid of $ 2,735.00 for the the seven lots, to $ 905.00. Included in this group was Mary D. Cochrane, who had apparently refused the offered abated price for Wager Lot no. 20 and its house in 1878-80. Deeds for the seven additional lot were issued in the period January 28,1885 to June 26,1885.[28]

Fifteen of the 1869 purchasers, after successfully abating the prices, assigned their titles on 24 lots to 14 other buyers. The U.S. deeds for the 58 abated 24 lots were made out to the 14 other assignees individuals in 1879-1880, and 1885.

Final results of the abatement program, 1878 to 1885, were as follows:

Date	1869 bid.	No. of buyers	No. of Lots	Abated price:
1879-80	$ 39,755.00	29	37	$ 9,668.35
1885	$ 2,735.00	6	7	905.00
TOTAL:	$ 42,490.00	35	44	$ 10,573.35

Of the total collected, $ 7,037.35 was for 43 lots located in Harpers Ferry and $ 3,500.00 was for the 1,600 acre Friends' Ore Bank, which was located near Harper's Ferry.

2. The Bond Cancellation Program, 1878 :

Section 1 of the Act of June 14,1878 authorized the Solicitor of the Treasury, by and with the consent of the Secretary of War, to cancel contracts with and release the 1869 purchasers of land from their bonds, provided that the buyers quit-claim and released these lots to the United States. This program was to be executed within four months of the passage of the Act, or by October 14,1878.

28. National Archives R.G. 121, Entry No. 6. These 1885 agreements have been loosely inserted in Vol. II, following page 60.

Between July 1 and October 14, 1878, Solicitor Kenneth Rayner received the bonds and quit claim deeds from 54 to 56 purchasers for 124 house lots that they had purchased in 1869. The total amount of their cancelled bonds came to $ 19,435.00.[29] Twelve of these purchasers had bonds cancelled on some lots and the prices abated on the others.

As has been mentioned, 13 purchasers on December 6,1869, had refused to signs bonds, on 29 items. The title to these properties, of course, reverted to the United States. By the end of 1878, the title to 154 items valued at $ 240,679.00 at the 1869 had been cleared as follows:

Date	Buyers	Lots	Total of Cancelled Bonds	
12/6/69	12	28	$ 7,939.00	
12/6/69	1	1	3,600.00	Timber rights
Subtotal:	13	29	11,539.00	
1878	53	121	19,364.00	
By cancel.	66	150	$ 30,864.00	
1876-77	1	4	209,705.00	U.S.Court-F.C. Adams
Total Cleared	67	154	$ 240,679.00	
Cleared by Abatement: 1878-80:	35	44	42,490.00	abated to $ 10.573.35
Grand Total	102	198	$ 285,160.00	
Not cleared		50	12,633.50	about.
Total Bid in 1869	121	248	$ 297,793.50	

29. National Archives Record Group 121, Public Buildings Service, Entry 77. One tray, which contains 49 "Cancelled Bonds of the 1869 Sale of Public Lots," for 111 lots that were cancelled July 1-October 14,1878. Four bonds for 10 lots are not included in this tray. The Solicitor of the Treasury's final report on the 1880 and 1884 sales, to the Attorney General, dated October 29, 1885, however, documents that these four bonds on 10 lots were cancelled in 1878 and lists the exact date of cancellation.Report in House of Representatives Executive Documents, Vol. 20, Document No. 7, Part 2, pp. 290-293, Serial No. 2387. In a letter dated January 23, 1880. the Solicitor of the Treasury reported he had cancelled bonds on 124 house lots. Of these 121 have been identified as being offered by 53 purchases. The total number having bonds cancelled thus must have been from 54 to 56 purchasers. The other 3 lots have not been identified, but Wager Lot No. 27 was probably one. House of Rep. Exec. Documents, Serial No. 2007, Doc. No. 86, p. 2.

LOTS SOLD AT THE SALE OF U.S. PUBLIC LANDS AT HARPER'S FERRY, WEST VIRGINIA, NOVEMBER 30, December 1 and 2, 1869

Including September 1876 Court Sale of 2 lots.

CHART NO. 9

Block	Area	Numbers of lots sold	No. sold
A	Shenandoah Street	1,2,3,4,5,6,7. (2 and 5 in 1876)	7
B	" "	1,3. (donated lot 4)	2
D	" "	(Donated Lots 2nd 3)	0
E.	" "	(donated Lot 2)	0
H	" "	7.	1
Wager Lots, 6-Acre Reservation		19,20,21,22,26, 29, 34.	7
A	Camp Hill	(donated Lots 1 and 8)	0
D	" "	(donated Lot 2)	0
G	" "	8.	1
H	" "	(donated Lots No. 3 and 4)	0
I	" "	5,6. (do nated Lot No. 9)	2
J	" "	5. (donated 2,3, and church lot)	1
N	" "	2,9,10.	3
O	" "	14.	1
P	" "	4,19	2
Q	" "	6,16,19.	3
S	" "	1.	1
T	" "	1,2,3.	3
V	" "	8.	1
W	" "	10,11.	2
Z	" "	3,4.	2
No.2	" "	1,4,5, 7.	4
AA	" "	1,2,3,8.	4
BB	" "	1,4,6,7.	4
DD	" "	1.	1
GG	" "	1,4,5,7, 8.	5
HH	" "	1,2,3,4.	4
II	" "	1,3. (Donated 2 and Storer College Lot)	2
JJ	" "	2, 3. (donated two lots to Storer College)	2
KK	" "	7,8, 13,14.	4
LL	" "	1, 4.	2
MM	" "	1,2,4,5,6, 10,11,12, 14.	9
Total:	Offered 243 house lots Donated 31 lots	& 14 bldgs. Sold 9 houses and in1869-70.	80
Friends' Ore Bank		1,600 acres sold in 1869	1
Byrnes Island in Potomac River. 72 acres, sold in 1878			1
Of 248 items sold for $ 297,793.50, 82 items actually sold for $ 17,941.28			82

National Archives Record Group No. 121, Public Buildings Service, Entry No. 76 (2 vols.) Vol. II, pp. 1-60, donated lots, 221-229, and 251.

62 purchasers for 82 items.

Seven of these lots were not settled until 1885: These were Wager Lot 20, Six Acre Reservation, and on Camp Hill, Block P, Lot 4; Block MM, Lots 2, and 3; Block LL, Lots 13,14; and Block NN, Lot 4.

6. THE FINAL RESULTS OF THE 1869 Sale:

In 1869 248 items had apparently been sold at Harpers Ferry for the sum of $ 297,793.50. Not until July 1,1885, however, would it have been possible to calculate exactly what had been disposed of and what amount of money had been collected. The evidence presented in this chapter reveals that the actual results of sale of 1869 were as follows:

Years	Method	Buyers	Lots	Houses	Amount Collected
1869-77	Under terms of sale	27	35	3	$ 5,777.93
1876	U.S. District Court	2	2	0	1,090.00
1878	U.S.	1	1	0	500.00 Byrnes Island
1878-85	Abatement	35	44	7	10,573.35
GRAND TOTAL		65	82	10	$17,941.28

7. A Final Day in Court, The Shenandoah Ferry Rights,1878.

John W. Neer and Company, on December 6,1869, had signed bonds totalling $ 1,790.00 for the ferry rights across the Shenandoah River at Harpers Ferry, a ferry lot in that town, and a 68 acre ferry lot with two stone dwellings on it, the latter being located on the south shore of the river. Neer and Company took control of the ferry, and without paying any of their purchase money, operated the ferry and utilized the lots from 1869 until early 1878.[29] On July 13,1878, George Neer, who was the security for John W. Neer's bonds for the Shenandoah Ferry Rights, wrote to Kenneth Rayner, the Solicitor of the Treasury, and requested permission to return these bonds and have them cancelled. For reasons that are not apparent in the National Archives records, Neer's bonds were apparently not cancelled. The fact that these ferry rights were at that time in court may have been the reason the notes were not cancelled in 1878.[30]

30. Letter of George Neer in National Archives R.G. 121, Entry 78, Tray 2.

29. Senate Executive Doc. No. 6, p. 2-3, Serial Number 1580; Shepardstown Register, W.Va., June 8,1878, copy of newspaper article in National Archives Record Group 153. Office of the Judge Advocate General, Militiary Reservation Division, 1809-1912, Box 44.

On August 16,1878, George W. Graham, the Solicitor's agent at Harpers Ferry submitted an application from Harriet M. Neer, who had purchased vacant lot No. 1, Block G. Shenandoah Street, which was located adjacent to the Shenandoah Ferry Lot- [redacted] upstream or west thereof, in 1869 for $ 150.00. Mrs. Neer had not paid her bonds and was applying to have the price abated. In this letter she also announced that she had "assigned all her rights and title to this lot" to Mr. James M. Mason.[31] The deadline for filing for abatement under the terms of the Act of June 14, 1878, was August 14,1878- hence Mrs Neer's letter, which was dated the 15th, was found to be ineligible for abatement.

James M. Mason, wrote to the Solicitpr in September 1878, stating that Mrs. Neer had [redacted] conveyed her interest in Lot 1, Block G to him on February 27,1878, and that he now wished to purchase to be used in conjunction with " my Ferry at Harpers Ferry."[32] Lot 1, Block G.,

In the spring of 1878, James M. Mason, of Charlestown, W.Va., who claimed to own lands adjoining the United States ferry across the Shenandoah River at Harpers Ferry, made application to the Circuit Court of Jefferson County, W. Va., for a license to establish a ferry alongside of the the U.S.-Neer ferry, claiming that, under the laws of Virginia and West Virginia, "which declare that any disuse of a ferry franchise for two years discontinue same." Mason conceded that the United States had purchased the ferry rights in 1813 and utilized them under lease arrangements until 1844, when a toll bridge was completed across the river. From 1844 to 1861, when the Confederates burned the bridge, Mason argued, the United States had failed to operate its ferry. Applying the State law to this case, the Circuit Court of Jefferson County accepted Mason's arguement and

31. National Archives Record Group 121, Entry 78, Tray No. 1.

32. Ibid.

declared that the U.S.Government-Neer ferry was not a legal one.

Attorney James D. Butt, of Harper's Ferry and acting as an agent for the Government, and General N. Goff, Jr., United States District Attorney for West Virginia, made application to Judge Jackson of the U. S. District Court for West Virginia, at Wheeling, for an injunction to restrain Mason from operating his ferry under the County Court [redacted]

Mason and his attorney, D. B. Lucas of Charlestown, argued before Judge Jackson that the Government could not own a franchise, and that if it could, still it was not in existence in 1869 by reason of the disuse for twenty years; hence the United States had no ferry to sell in 1869 and also that the Federal Court could not interefere with the judgement of the County Court, under which Mason claimed to run his ferry.

Judge Jackson overruled the objections raised by Mason and Lucas and decided that the U.S. Government could buy any sort of property when they needed it; that when purchased for a constitutional purpose the State laws could not affect it, and that non-use could not be set up against the United States. The injunction requested by the U.S Attorney was thus granted.[33]

33. Shepardstown Register, W.Va., June 8,1878, in National Archives R.G. 153, Box 44. It was not arguedin court, but the Act of Congress of August 1,1842, which granted the Shenandoah Bridge Company the right to construct a toll bridge across the Shenandoah, was granted on condition that "all agents, servants[slaves], and property in the service of or belonging to the United States shall pass and be transported free of toll." This same reservation had be made from 1813-to 1844, when the U.S. leased out the operation of the ferry under contract. It would appear therefore that the U.S. was exercising its ferry rights during the operation of the bridge, 1844-1861. The U.S. again leased its ferry rights to the Shenandoah Bridge Company under a Temporary Lease from August 12,1865 to 1869.

The deed for the Ferry Rights, indicates that the U.S. Attorney Nathan Goff had taken John W. Neer and Company into the U.S. Court in 1878 in order to oppose James M. Mason's claims to the ferry rights. Following this victory in court, in which United States rights to the ferry were cleared, Neer's bonds were cancelled and acting under orders from the U.S. Court, the U.S. ferry rights on the Shenandoah, the 68-acre ferry lot on the south side of the river, and the ferry lot on the north side in Harpers Ferry were offered for sale at public auction on February 14,1880 by Attorney Goff. The high bidder, at $ 605.00 was Joshua Cavalier, who received his deed for this property on May 22,1880.[34]

Lot,1, Block G., Shenandoah Street.

As has been several times noted, Mrs. Harriet M. Neer, whose request for an abatement of the price of $ 150 she bid on Lot 1, Block G, Shenandoah Street, was rejected by the U.S. in 1878, assigned her rights to James M. Mason, ferry operater,on February 27,1878. When he lost his case in court, he no longer needed Mrs. Neer"s claim, and Lot 1, Block G, just stood there and was not offered at sale in 1880 or 1884. In 1886 James D. Butt, the Harpers Ferry attorney who had assisted Goff in the 1878 ferry right case, obtained Mrs. Neer's 1878 abatement request to lot 1, Block G from the lady and offered to buy the property from the United States. Apparently deciding that some money was better than none, the Secretary of War finally abated the price of Lot 1, by reducing it from $ 150 to $ 118.00,which Butt paid on April 17,1886.[35]

34. Deed of B. &. S. Special Commissioner Goff, for U.S. to Cavalier, May 22,1880, Deed Book _____, P._____, Jefferson County Court House, Charles Town, W. Va., John W. Neer's 1869 bid for the ferry rights had been $ 1,700.00.

35. Deed of B. &. S., U.S. to James D. Butt, April 17,1886. Deed Book P, pp. 226-229. The deed traces the abatement back to the 1878 claim of Mrs. Neer.

CHAPTER IV

THE MAY 25 1880 SALE OF PUBLIC LANDS AT HARPER'S FERRY

1. Planning for another Sale, 1878-80:

After about one and one-half years of effort, the Solicitor of the Treasury, Kenneth Rayner, assisted by the U.S. District Attorney for West Virginia, N. Goff, Jr, had been able to clear the title to 150 items that had originally been "sold" at the 1869 sale. The Act of June 14, 1878, section 3, authorized the Solicitor to offer for sale all such lots that had their titles properly cleared. Section 4 also authorized him to lease any of Government property for any term of years," if he deemed it expedient." [1]

Accordingly, Solicitor Rayner decided to offer 126 items, including (1) the water power of the Potomac; (2) the water power of the Shenandoah; (3) the timber rights on 1,395 acres of land, and (4) 123 building lots with seven buildings standing on them. The sale was to be held at Harpers Ferry, W. Va., on May 25, 1880 at 1: p.M. Under the terms of the sale all purchases under $ 50.00 had to be paid for in cash and purchases exceeding that sum had to pay one-third of that amount in cash and the balance in one and two years with 6% interest, with a lien being reserved on the property to secure payment of the notes. Purchasers could paid all in cash if they chose, but the settlements has to be made in ten days. There was to be no easy credit and obtaining control of property without putting down any money, as had been the case in 1869. [2] 62

(For the 123 offered for sale in 1880, see Chart No. 11, p. 866. The Solicitor also had under his control in 1880 29 additional lots, See Chart No. 12, that he offered only for lease and not for sale in 1880.)

1. U.S. Statuesat Large, Vol. 20, 130-131. See Appendix, p 92.

2. "Announcement," by Kenneth Rayner, Solicitorof the Treasury, run in newspapers along the East coast in early 1880, National Archives R.G. 121. Entry 75, Tray 2.

CHART NO. 11

Lots offered for Sale at Harper's Ferry, May 25,1880

Block	Area	Lots	No. of Lots
F	Shenandoah Street-	1, with brick house, No. 2 vacant.	2
G	Shenandoah	" Lots No. 2, 3,and 4, vacant	3
H	Shenandoah	" Lots No. 1,2,3,4,5,6 vacant	6
I	Shenandoah Street	Lots No. 1,2,3,4,5, vacant	5
North of	Shenandoah St.	No. 1,stone house, 2,stone house, 3,4,5,7,8,	7
Wager Lot	27- Six Acre Reservation-	Lot with stone house	1
H	Camp Hill	Lot No. 7	1
I	Camp Hill	Lot No. 4, 13	2
J	Camp Hill	Lots No. 6, 10, 11. 12, 13	5
L	Camp Hill	Lots No. 5, 6.	2
N	Camp Hill	Lots No. 3, 8.	2
O	Camp Hill	Lot No. 9½	1
P	Camp Hill	Lot No. 6, 14, 18.	3
Q	Camp Hill	Lot Nos. 1,2,3,4,5,8,15, 17, 18, 20.	10
R	Camp Hill	Lot Nos. 1, 2, 3, 4, 5, 6, 7, 8.	8
S	Camp Hill	Lots No. 2,3,4,5,6.	5
T	Camp Hill	Lot No. 4.	1
U	Camp Hill	Lots No. 1 and 4.	2
V	Camp Hill	Lots No. 1,2,3,4,5.	5
NO. 2	Camp Hill	Lots No. 3 and 6.	2
AA	Camp Hill	Lots No. 4,5,6.	3
BB	Camp Hill	Lots No. 2, 3.	2
CC	Camp Hill	Lots No. 1 and 3.	2
DD	Camp Hill	Lots No. 2, 3, 4, 6.	4
EE	Camp Hill	Lots No. 1 and 2.	2
FF	Camp Hill	Lots No. 2,3,4,5,6,7.	6
GG	Camp Hill	Lots No. 3 and 6.	2
HH	Camp Hill	Lots No. 6,7,8.	3
JJ	Camp Hill	Lots No. 1, 4,5,6,7,8,10,11,14.	9
KK	Camp Hill	Lots No. 1,2,3,4.	4
LL	Camp Hill	Lots No. 2,3,5,6,7,8,9,10,11, 12.	10
MM	Camp Hill	Lots No. 3, 7, 9.	3
		4 houses and	123
Water Power of the	Potomac and 72 acres,	Musket Factory Yard.	1
Water Power of	Shenandoah and 13 acres,	Halls Island	1
Timber rights on	1,395 5/8th acres		11
Total No. of items	123 lots and 4 houses:		126

?. The May 25, 1880 Sale:

Solicitor Kenneth Rayner attended the sale at Harper's Ferry in person and reported to the Secretary of the Treasury on January 23,1882:

"Accordingly, on the 25th of May, 1880, under the authority of the special [1878] and general law, respectively, I offered for sale by public auction at Harper's Ferry, the lots prevously quit-claimed to the United States, 124 in number [he had created an additional lot, carved out of the Musket Factory tract, which was located on Potomac Street and known as the "Bluff Lot."]....as also two pieces of water-power previously acquired in payment of [F.C. Adams'] debt. The proposed sale was advertised for three months as provided by law in several newspapers published in the vicinity, and for a less period in the principal newspapers in the great manufacturing and commerical centers of Boston, New York, Philadelphia, Baltimore, Pittsburg and Cincinnati; as also by hand-bills distributed and displayed at about 100 post-offices in the adjacent and neighboring States. I should say that notwithstanding this general and extensive advertisement, no inquiry was received at this office, either verbally or in writing, indicating any desire to be informed as to the volume, capacity, or adaptability of the water-power, with a view to a purchase of the property.

"At the time appointed, I attended the sale in person. The lots were cried off in the order they appeared in the printed catalogue distributed among the crowd present, and 81 were sold, realizing the sum of $ 4,644.00, leaving 43 unsold, subject to further action under the special act. The Potomac water-power property was also offered, but only one bid of $ 10,000 was received therefor. This was considered so disproportioned to the great value of the property that the same was withdrawn from sale. Before proceeding to the place of sale I had a conference with the Secretary of the Treasury, as the sale was subject to his approval under the provisions of law in regard to the reservation of a bid on the part of the United States, in order to prevent an undue sacrifice of the property. It was determined at this conference that the same [Potomac water power] should realize to the government not less than $ 50,000. No offer being made for the Shenandoah water-power, it was not put up for sale.....

" In addition to the property already mentioned, there are 29 town lots belonging to the United States, which were not quit-claimed to the government under the provisions of the act of 1878, and like the water-power property, did not become subject to sale under that act. There is no authority of law to sell these lots. As in the case of the water-power property, they may be leased for a term of years. Two of these lots are improved by dwelling houses in

"very bad repair. These two I have rented for a small monthly or quarterly rent."

" In regard to the water-power property, I have had no opportunity to lease the same. There has been some correspondence with parties concerning a project of this sort, but it embraced no substantial offer worthy of considerati Indeed, I doubt whether it is practicable to lease the property to the advantage of the government...."

After discussing how the former great industrial plant of the Armory, with its substantial dams, canals, ruins of buildings and machinery had been lying abandoned for 20 years, the Solicitor turned to the Shenandoah plant, commenting:

" The water-power of the Shenandoah, as constructed and used in early times [1810-61], is now of little value, because of the changes in the river-bed made from time to time by devastating floods [in 1870 and 1877], so memorable in the region, and of the almost certain prospect of frequent overflow."...

"For two decades this whole property, on both rivers, has been going to destruction by the filling up of the canals or race-ways, through floods in the river principally; but by the continuous disintegration of the dams; by the loss of material through the depredation of trespassers; and by the rust and decay consequent upon the exposure to the weather. There would accordingly seem to be no reason on the part of the government to hold the property for better prices, but every reason to part with for any reasonable sum that may be offered..." [3]

3. Results of the 1880 Sale:

The deeds issued for these items, show that 74 house lots and four houses were sold on May 25,1880 for a total of $ 3,978.00. In addition the 1,395 5/8 acre timber rights property was subdivided into two tracts, one of 512 acres and the other of 883 acres, which were sold to two parties for a grand total of $ 560.00. Total proceeds of May 25,1880 sale were thus 75 items sold to 27 purchasers for a total of $ 4,538.00.[4] The records also indicate that after this date, and probably in 1881, the Solicitor sold five additional house lots to four purchasers for a total of $ 120.00.[5]

5. These five lots were: Camp Hill: Block P, Lots 6 and 14; Block Q, Lot 8, and Block JJ, Lots 7 and 8, see Solicitor's final report for the sale of May 25, 1880, dated October 29,1885, in House of Representatives' Executive Documents, Vol. 20, 49th Congress, 1st Session, 1885-86, Serial No. 2387, Doc. 20, pp. 290-291.

3. K. Rayner, Solicitor of the Treasury, to Charles J. Folger, Secretary of the Treasury, January 23,1882, in House of Representatives Excecutive Documents, Vol. 19, Serial No. 2027, Document No. 66, pp. 3-5.

4. National Archives Record Group No. 121, Public Buildings Service, Entry 58- "Warranty Deeds to Lands Conveyed by the Ordnance Department, 1880-1927, Vol. III, 559-590.

Revised 4/15/80

With this added to the May 25,1880 sale, the final results by January 23,1882, stood as follows:

Year	Buyers	Lots	Houses	Amount Paid
1880	27	74	4	$ 3,978.00
1881	4	5	0	120.00
Total:	31	79	4	4,098.00
1880	2	2	0	560.00 Timber rights, 2 trac
Total:	33	81	4	$ 4,658.00

For the 79 house lots sold in 1880-81, see Chart No. 12, on page 66.

The Solicitor's Final Report to the Attorney Greneral on the May 25,188 sale, dated October 29,1885,[6] also gives the final total for the 1880-81 sales as $ 4,658.00.

Chart No. 12 also shows 26 lots that we re offered for lease, but not for sale, in 1880.

With the U.S. Ferry rights and two lots, sold for $ 605.00 at a special auction on February 14, 1880 included, the grand total of the 1880-1881 sales stood at 34 buyers, 82 lots, 4 houses, and the total amount paid was $ 5,263.00.

6. Ibid., Rep. Executive Doc. 20, p.291, Serial No. 2387.

LOTS SOLD AT THE SALE OF U.S. PUBLIC LANDS AT HARPER'S FERRY, WEST VIRGINIA, ON MAY 25, 1880, and for Five Lots sold in 1881.

CHART NO. 12

Block	Area	No. of Lots sold	No. sold
F	Shenandoah Street	1,2.	2
G	" "	2,3, 4.	3
H	" "	1,2,3,4,5, 6.	6
I	" "	1,2,3,4.	4
B	" "	(No. 2 for lease only)	0
Lot	North of Shenandoah Street	1,2,3,4, 7,8. (No. 6 for lease only)	6
Wager Lots, 6-acre Res.		27. (Lot 18 & 20, 2 houses for lease only)	1
I	Camp Hill	4,13. (Lot 10 for lease only)	2
L	" "	5, 6.	2
M	" "	3, 8.	2
O	" "	9½.	1
P	" "	6,14, 18. (Lots No. 8 and 10 for lease only)	3
Q	" "	8. (Lot 4, Block 4, not sold)	1
R	" "	4.	1
S	" "	6.	1
T	" "	4.	1
U	" "	4.	1
AA	" "	4,5, 6. (Lots 7,9, and 10 for lease only).	3
BB	" "	(Lots 5,8,9,10 for lease only).	0
CC	" "	1, 3. (Lot No. 2 for lease only).	2
DD	" "	2,3, 6. (Lots No. 4 and 5 for lease only)	3
EE	" "	1, 2. (3 and 4 for lease only)	2
FF	" "	2,3, 4,5, 6,7,.	6
GG	" "	3, 6. (Lot No. 2 for lease only).	2
HH	" "	6,7,8.	3
JJ	" "	1, 4, 5,6,7,8,10,11,14.(12 and 13 for lease.)	9
KK	" "	1,3,4, (5, 9,10,11, 12 for lease only)(13, 14 not sold)	3
LL	" "	2,3, 5, 6, 12. (13 and 14 not sold)	5
MM	" "	3, 7, 9. Plus "Bluff Lot, Potomac Street(4 not s)	4
Total: 123 house lots and 4 houses offered, 1880: Sold 4 houses and			79
Timber rights on 1,395 5.8th acres in one lot, this divided into two lots.		Rights on 512 acres----------	1
		Rights on 883 acres----------	1
Total, 1880-81: 81 items for $ 4,658, with 4 houses. $560 for timber rights and $ 4,098.00 for 79 house lots and 4 houses. 30 buyers.			81
	plus	26 lots under U.S. control for lease only:	

National Archives Record Group 121, Public Buildings Service, Entry 58, "Warrenty Deeds to Land Conveyed by the Ordnance Department, 1830-1927," (4 vols.) Vol. III, pp.555, and 559 to 593.

Turning Cases over to the U.S. District Attorney for West Virginia, 1880-1881:

In 1880, after having abated, and cancelled bonds for a total of 192 items, there still remained a number of purchasers who had failed to either abate their lots or cancel their bonds. The Solicitor of the Treasury refered the bonds and notes of these people to N. Goff, Jr., the U.S. District Attorney for West Virginia, at Wheeling, for action in the U.S. District Courry for West Virginia, to force the people to pay or return the title for the property to the United States:

CHART NO. 13

Chart	Date of Action	Purchaser	Lot	Block	Location	Remarks
1.	May 12,1880	Jacob Bird- $51.00	13	MM	Camp Hill	Not cleared in 1884.
2.	May 12,1880	James M.C. Bird.$60.00	4	P	" "	abated for $10.00in1885
3.	May 12,1880	James H. Boden-$60.00	8	MM	" "	not cleared 1884.
4.	May 12,1880	Ellen M. Brittain- 12.00	2	U	" "	not cleared 1884
5.	May 12,1880	Mary D. Cochrane 2,205.	Wager lot 20- 6 Acres.			abated for $755.00 in 188
6	May 12,1880:	Caspar Hutzell $ 130.00	13	KK	Camp Hill	Abated for $20.00 in 188
7.	May 12,1880	Samuel Irbey -$ 42.00	8	O	" "	Not settled in 1884.
8.	March 23,1881	Nathan Johnson -$ 16.00	12	X	" "	Not settled in 1884.
9.	May 12,1880	Ellen King -$ 148.00	2 2	No.2 GG	" " " "	Not settled in in 1884.
10.	May 12,1880 & heirs	P.H. Strode $ 110.00 of Edward Lucas,Jr. 10.00	11 6	C V	Shenandoah Street	sold for $51. in 1885.
11.	March 23,1881	John H. Martin-270.00	2 3	JJ JJ	Camp Hill	abated to 80. in 1885.
12.	May 12,1880	John C. Mitchell 150.00	14	KK	" "	Abated to 20. in 1885.
13	May 12,1880	John C. Storm 46.00	8	P	" "	Not cleared i 1884.

CHART No. 13

	Date of Action-	Purchaser-Bid	Lot	Block	Location	Remarks.
14	(None)	J. Robinson Strayer- 61.00	7	J	Camp Hill	Not offered f sale in 1884.
15	March 23,1881	James Weaver -250.00	6	KK	" "	Not cleared in 1884.
16.	May 12,1880	Joseph T. Young-100.00	4	MM	" "	abates & pays 20.00 in 1885.
16 purchasers		Value: $1,021.00	20 lots.		(34)	

It would appear that this referral to the U.S. District Attorney had, or could have had, the effect of inducing six people to bargain with the Secretary of War in 1885 and purchase their 7 lots at abated prices.

34. National Archives Record Group No. 121, Entry 77, Tray 2.

CHAPTER V

THE OCTOBER 22,1884 Sale of PUBLIC LOTS AT HARPERSS FERRY WEST VIRGINIA, AND 1885 ACTIONS.

1. Preparing for the 1884 Sale, 1882-84:

By January 1882, the Secretary of the Treasury, the Secretary of War, and the Solicitor of the Treasury were convineed that because of vast changes that had occurred in industrial techonology cince 1861 and also because of 20 years of complete neglect, the water power facilities at Harper's Ferry could no longer be sold at high prices.[1] They believed that Congress should be informed of this problem and that a law should be passed which would authorize the water power rights to sold at lower and more realistic prices.

Congress took action on the matter and after studying the question passed a law that was approved on July 4,1884. This Act " authorized and directed," the Solicitor of the Treasury, " to make sale of all the real estate and riparian rights now owned by the Government of the United States at Harper's Ferry,... such sale to be at public auction, without reservation, ... to the highest bidder..... Provided , that the property shall not be sold for less sum than twenty thousand dollars." The last being a large reduction from the $ 206,000 bid for these water rights in 1869.

Section 2 of the act directed that at least one-third of the purchase made had to be paid in cash, and the credit portion was to bear interest at the rate of six percent per annum. After making their cash payments, the purchasers were "to be let into possession of the premises so purchased" but they were not to receive their deeds until they completed their final payments.[2]

1. Letter from the Secretary of the Treasury in repsonse to a resolution of the House of the 16th instant[1882], relative to the sale or lease of certain real estate and riparian rights at Harper's Ferry, W.Va., dated January 27,1882, with other letters, in House of Represenatives Exectitive Documents, 47th Congress, 1st Session, Vol. 19, Serial No. 2027, Doc. No. 66, 5 pages.

2. U.S. Statues At Large, Vol. 23, p.69. See p 93, Appendix

Under the terms of the sale of October 22,1884, all purchases under " $ 100.00 had to be made in cash , over that sum, one-third in cash, one third in one year, and one-third in two years. [3]

2. The October 22,1884 Sale:

Accordingly, on October 22,1884, at 1 p.m., 76 items, including 74 house lots with two houses, and the water power of the Potomac and Shenandoah Rivers were offered at public auction at Harper's Ferry.(See Chart No. 14 for the 76 items offered).

Seventy-five items, including the water power of both rivers, and 73 house lots and 2 houses w ere sold for a grand total of $ 32,325.76 to 28 purchasers. [4] (See Chart No. 15 for the items sold).

The money was paid as follows:

	Buyers	Lots	Houses	Amount paid.	
	27	73	2	$ 6,415.00	
	1	1 Water Power Potomac 1 Water power of Shenandoah ---------		25,100.00 810.00	Thomas H.Savery
Total	28	75	2	$ 32,325.76	

Deeds were issued as follows:

Year	To Purchasers	For Lots	
1884:	18	42	Cash
1885	2	2	
1886:	8	30	
1887	1	1	
Total	29	75	

All paid the amounts due in accordance with the terms of the sale and the last deed, for the water power of the Potomac, was issued on April 12,1887. [5]

3. National Archives Record Group 121, Entry 75, Tray ?- adveristment for the 1884 sale.

4. National Archives Record Group No. 121, Public Buildings Service, Entry No. 79. "Records of Federal Land sold at auction on Oct.22,1884-Sales of Harper's Ferry Lots," one volumes. Also R.G. 121, Entry 58-"Warrenty Deeds to Land Conveyed by the Ordnance Department, 1830-1927," III, pp. 596-626; and final report of the Solicitor of the Treasury for the October 22,1884 sale, dated October 29,1885, in House of Representatives Executive Reports, Vol. 20, 49th Congress, 1st Session, 1885-86, Serial No. 2387; Doc. 7, Part 2, pages 292-293.

5. R.G. 121. Entry 58, Warrenty Deeds, Vol. III, p. 624.

CHART NO 14

Lots Offeref for Sale at Harper's Ferry, October 22,1884 , 1 p.m.

Block	Area	No. of the lots offered	No. offere
B	Shenandoah Street	Lot No. 2, brick house .	1
I	" "	5 .	1
Lots North of	" "	5 and 6.	2
Wager	Lots-6-acre Res.	18, with brick house .(Lot 20 not offered)	1
H	Camp Hill	7 .	1
I	" "	10 .	1
J	" "	6, 10,11, 12, 13, (Lot 7 not offered)	5
P	" "	10 . (4 and 8 not offered).	1
Q	" "	1, 2,3,4,5, 15, 17, 18, 20.	9
R	" "	1,2,3,5,6, 7, 8.	7
S	" "	2,3,4,5.	4
U	" "	1, 3.	2
V	" "	1,2,3,4,5. (lot 6 not offered).	5
No.2	" "	2, 3, 6.	3
AA	" "	7, 9, 10.	3
BB	" "	2,3,5, 8,9,10.	6
CC	" "	2, 4.	2
DD	" "	4, 5.	2
EE	" "	3.	1
FF	" "	1, 8.	2
HH	" "	5.	1
JJ	" "	9, 12, 13 (2 and 3 not offered).	3
KK	" "	2,5,9,10,11,12 (6, 13, 14 not offered).	6
LL	" "	7, 8, 9, 10, 11.	5
MM	" "	(Lots 4,8,13 not offered)	0
	74 lots and 2 houses offered for sale:		74
water	power of the Potomac River and 72 acres, Musket Factory grounds		1
Water	power of Shenandoah River, 13 acres, Rifle Factory grounds		1
TOTAL:	76 items		76

Advertisement, National Archives Record Group No. 121, Entry 75-WarentyDeeds and Correspondence, 1796-1884, for Public Lands at Harper's Ferry, Va.", Tray No. 2.

LOTS SOLD AT THE SALE OF U.S. PUBLIC LAND AT HARPER'S FERRY, WEST VIRGINIA, ON OCTOBER 22, 1884

CHART NO. 15

Block	Area	No. of the lots sold	No. sold
B	Shenandoah Street	2.	1
C	" "	(Lot 11- not sold)	0
G	" "	(Lot 1- not sold)	0
Ferry Lot	" "	(ferry rights ,68 acres of land and two houses, south side of Shenandoah, not sold).	0
I	" "	5.	1
Lots North of	" "	5, 6.	2
Wager	6 Acre Reservation	18. (Lot No. 23 not sold to 1897) (20 sold in 1885)	1
H	Camp Hill	7.	1
I	" "	10.	1
J	" "	6, 10,11,12,13. (Lot 7 not sold)	5
O	" "	(Lot 8 not sold)	0
P	" "	10. (Lot 8 not sold)(4 sold in 1885)	1
K	" "	(lot 11, no record of being sold)	0
Q	" "	1,2,3,4,5, 15, 17,18, 20.	9
R	" "	1,2,3,4,5,6,7, 8.	7
S	" "	2,3,4,5.	4
U	" "	1, 3. (Lot ? not sold).	2
V	" "	1,2,3,4,5. (Lot 6 not sold)	5
Y	" "	(Lot 12 not sold).	0
No. 2	" "	3, 6. (lot ? not sold).	2
AA	" "	7, 9, 10.	3
BB	" "	2,3, 5, 8, 9, 10.	6
CC	" "	2, 4.	2
DD	" "	4, 5.	2
EE	" "	3.	1
FF	" "	1, 8.	2
GG	" "	(Lot ? not sold).	0
HH	" "	5. (Block JJ, 2, 3 sold in 1885).	1
JJ	" "	9, 12, 13. (Block KK, 13,14, sold 1885).	3
KK	" "	2, 5, 9, 10, 11, 12. (Lot 6 sold in 1902).	6
LL	" "	7, 8, 9, 10, 11	5
MM	" "	(4 sold,1885 Lots 8 and 13 not sold).	0
73 house lots and 2 houses offered:		Sold 2 houses and	73
Water power of the Potomac, with 72 acres of land.....			1
Water Power of the Shenandoah River with 13 acres of land.....			1
GRAND TOTAL : 75 items sold for $ 32,525.76. $ 6,415.76 for 73 lots 16 house lots still not sold in 1885. Sold to 28 purchasers.			75

National Archives Record Group 121, Public Buildings Service, Entry 58, "Warrently Deeds to Land Conveyed by the Ordnance Department, 1830-1927," (4 vols), Vol. III, pp.596 to 626.
Also R.G. 121, Entry No. 79- "Records of Federal Land Sold at Auction on October 22,1884., Sales of Harper's Ferry Lots Sales Book, one volume.

The 1885 sale; Eight Lots:

At the close of the October 22,1884, the United States had still not disposed of 23 house lots and one dwelling house. Between January 28 and June 26, 1885, the Secretary of War, as has been noted, was able to sell seven more lots to six of the 1869 bidders by abating the total bid from $ 2,735.00 to $ 905.00. The following lots were included in the 1885 sales: Wager Lot 20 with a dwelling in the Wager Six Acre Reservation; and on Camp Hill, Block P, Lot 4; [5] Block JJ, Lots 2 and 3; Block KK, Lots 13 and 14; and Block MM, Lot 4. Because these prices were abated and all buyers purchased the same lots they had bid on in 1869. This group of lots and their proceeds have been included under the figures for the 1869 sale (See page [illegible]).

[redacted] had also taken the case of T. [illegible] Strode and Lucas heirs, who had bid $ 100.00 on vacant Lot 11, Block C, Shenandoah Street, in 1869 and paid nothing for the property, to court and was able to clear the title. On December 16, [6] 1885, James McGraw purchased Lot 11 from the United States for $ 31.00.

Finally, on April 17,1886, the Secretary of War abated the price of $ 150 bid on Lot 1, Block G. Shenandoah Street, to $ 118.00 [7] and this lot was purchased at the abated figure by James D. Butt. This left left 15 U.S. lots, one with a house on it, undisposed of on December 21,1886.

5. National Archives Record Group 121, Entry 76,"Deeds from the United States, Harpers Ferry, Ordnance Department," II, following page 60. The deeds for these seven lots have been loosely inserted in this volume for the December 1869 sale.

6. Deed of B. & S., December 16,1885, Special Commissioner for U.S. Court to McGraw, Deed Book [illegible], 54. The Solicitor of the Treasury had turned the case of Lot 11,Block C,over to the U.S. District Attorney to clear the

7. Deed Book P, pp.226-229.

CHAPTER VI

SUMMARY, THE LAND DISPOSAL PROGRAM AT THE U.S. ARMORY AT HARPER'S FERRY, WEST VIRGINIA, 1852 to 1885:

On June 23,1885, just 89 years and eight days from the date when the United States Government had purchased the first tract of land for the purpose of establishing a national armory at Harper's Ferry, the Solicitor of the Treasury and the Secretary of War succeeded in disposing of the last batch of Armory land at that town. From the fall of 1798 when the first small group of armorers had arrived at the tiny settlement at Harper's Ferry, until April 15,1861, when Confederate troops from Virginia seized the Armory, the economic growth, industrial developme and prosperity of the town had been almost entirely dependent on the operations of the National Armory. Employed in the armory workshops were between 200 to 400 men annually. A.

The Confederate destruction of the U.S. Armory at Harper's Ferry and removal of most of the machinery, by June 28, 1861, proved to be a nearly fatal blow to the economic future of the town. For almost 25 years, from 1861 to 1886, the chief industrial assets of Harpers Ferry, the water power of the Potomac and Shenandoah Rivers, with an extensive system of dams, canals, ruined factories, and abandoned machinery, lay idle beyond the control of man, while two great floods increased the destruction that had been wrought by war, the action of time, and the depedrations of man. For twenty-five years, the economy and development of the town of Harper's Ferry stood almost completely paralyzed before the water wheels began to turn again.[1]

For sixteen of those 25 years, the suspended industrial developmen appears to have been due to two factors: first, to a carelessly written law, the Act of December 15,1868, which permitted the property of the United States to be sold on credit only, required no cash down payment

1. During this period on the Baltimore and Ohio Railroad and a small industrial redevelopment on the Island of Virginius offered employment to the former Armory workers. The industry on Virginius was also severelly damaged in the floods of 1870 and 1877.

A Between 1796 and December 30,1860, the United States spent a grand total of $10,402,596.47 at the Harpers Ferry Armory. This included $1,635,971.59 for the construction

and allowed the " purchaser" to take control of the property. The second factor was a small group of unscrupulous speculators headed by Francis C. Adams, who took full advantage of the easy credit terms, and at little or no cost to themselv obtained complete control of the chief industrial assests of Harper's Ferry, not for the purpose of rebuilding the water power, but of using the property to highjack the Baltimore and Ohio Railroad Company.

The apparent success of the great 1869 sale of public property- the disposal of some 249 itmes for $ 297,793.50 turned out to be a complete illusion. The United States Covernment, the purchasers, and the town of Harpers Ferry were plunged into a legal morrass that required five years of action in the U.S. Courts(1872-1876) and two acts of Congress (1878 and 1884) to extract themselves from. By the time when the United States was able to resell the water power of the Potomac and Shenandoah to a Part V who intended to actually develop it, technological changes in industrial engery had caused the golden age of water power to pass. Industry was to revive at Harper's Ferry, but never again on the scale that had existed prio to 1861. Because of flood damages, the mills on the Island of Virginus closed down forever in 1889 . But the Shenandoah Wood Pulp Mill, located on the lower Hall, or U.S. Rifle Factory, Island, was erected in 1887 and continued to operate until 1937. In the early 1890's Thomas H. Savery next developed a similiar wood pulp mill on the Potomac River, which continued to function until about 1942.

The land disposal programs of the U.S. Armory at Harpers Ferry, from 1852 to 1885, can be summarized as follows:

Revised 4/15/80

CHART NO. 16

SALE OF PUBLIC LANDS OF THE U.S. ARMORY AT HARPER'S FERRY, VIRGINIA, 1852 to 1885

Year	Purchasers	Lots	Houses	Amount	Payments Completed
1852	136	224	[illegible]	$ 56,227.43	(1852-1868)
1869	56	72	9	[illegible]	(1869-1880)
1869	10	31	1	Donated	1869-70.
1876	2	2	0	1,090.00	(1876-77)
1880	27	74	4	3,978.00	1880
1881	4	5	0	120.00	1881
1884	27	73	2	[illegible]	1884-86.
1885	[illegible]	[illegible]	1	[illegible]	1885.
Subtotal	[illegible]	[illegible]	72	[illegible]	In Town
Other Items:					
1878	1	1	0	500.00	Byrnes Isl., 72 a
1880	2	2	0	560.00	Timber rights on 1395 acres.
1880	1	1	0	605.00	Ferry rights, 68 acres, plus ferry lot.
1884	1	1	0	810.00	Water power, 13 a on Shenandoah
1884	—	1	0	25,100.00	Water power, 72 a on Potomac
Subtotal:	274	495	72	[illegible]	Harper's Ferry Armory
1869-79	1	1	0	B,500.00	Friends' Ore Bank, 1,600 acres.
Grand Total:	[illegible]	496	72	[illegible]	[illegible] acres
1886	1	1	0	118.00	
Not sold [illegible]	—	[illegible]	1	—	in Harpers Ferry [illegible]
ITEMS:	—	509	[illegible]		3,549 acres

Revised 4/15/80

CHART NO. 17

A BALANCE SHEET * THE ACQUISITION AND DISPOSAL OF THE PUBLIC LANDS OF THE U.S. ARMORY AT HARPER'S FERRY, WEST VIRGINIA, 1796 to 1886

ITEMS	Costs of Acquisition	Proceeds from sales of
92 acres im U.S. Musket Factory tract on Potomac; 13 acres in U.S. Rifle Factory on Shenandoah; One acre in U.S. Arsenal tract, Water power of the Potomac and Shenandoah Rivers; 338 acres of residental land subdivided into 503 house lots. Total, 424 acres	$110,164.42	$ [illegible]
Perpetual Rights to cut timber on 1,395 5/8th acres of land on south side of Shenandoah River, opposite to Harper's Ferry	20,860.62	[illegible]
Byrnes Island in Potomac River, 72 acres, opposite to Harper's Ferry	1,500.00	500.00
Ferry Rights on the Shenandoah River, 68 acres and 2 houses on south bank, ferry lot in Harper's Ferry	5,000	[illegible]
Subtotal- Armory at Harper's Ferry 1,949 acres.	$ 137,525.05¼	$ [illegible]
Friends' Ore Bank on the Potomac, 1,600 acres	51,000.00	3,500.00
GRAND TOTAL: 3,549 acres	$ 188,525.05¼	$ [illegible]
Not sold, [illegible] in 1887: [illegible] and 11 house lots in Harper's Ferry		

+ sold in 1886- 1 lot for $118.00; Lot 1, Block G., Shenandoah Street.

Epilogue- unsold lots, 1884

As of January 1, 1884, there were still 15 United States lots at Harpers Ferry that had not been sold:

Lot No. 11, Block K, Camp Hill, has been offered for sale in 1852. Michael Price had bid $ 139.00 for the lot but never completed his payments for the plot. The lot was never offered for sale in 1869, 1880, and 1884. From its strange shape and its location, Lot No.11 was probably a vertical lot- a non-lot, located on the edge of a cliff or in a ravine.

Wager Lot No. 23, in the Wager Six Acre Reservation, was purchased by the United States Government for $ 900.00 on March 7,1848. Alexander Kelly, a blacksmith, who had sold his leasehold to part of Lot 23 and his title to part of Lot No. 24 to the United States, agreed to purchase Lot No. 23 for $ 900.00. The U.S. credited Kelly with $ 447.32, the money owed him for the sections of Lots 23 and 24, and billed him for the balance, $ 450.68, which the blacksmith agreed to pay in two installments. For reasons best known to himself Kelly failed to make any further payments, but he and his heirs possessed, used and paid the taxes on Wager Lot No. 23 from 1848 to 1893. The United States, finally noticing the failure to pay, took possession of Wager Lot 23 in 1893 and on March 8 of that year leased the property to E. S. Cummings, under the terms of the Act of June 14, 1878. Cummings was still renting the lot in 1897, when "Miss Hendricks, the only legal heir" of Alexander Kelly applied to the Solicitor of the Treasury for permission to buy the property at the 1847 balance of $ 450.68. The Secretary of War apparently approved(or failed to disapprove) of this araangement by March 12, 1897 and Wager Lot No. 23 was probably sold to Miss Hendericks for $ 450.68. (1)

(1) A rectal of the facts in this case is in National Archives Record Group No. 153, Office of the Judge Advocate General, in Box 45. The U.S. deed for Lot 23, if issued, is not in the National Archives records.

Lot 6, Block KK, Camp Hill-James Weaver bid $ 250.00 on the lot at the 1869 sale, [redacted] failed to [redacted] pay the purchase price or have his bond cancelled in in 1878. The lot was not offered for sale in 1884. George L. Weaver agreed to pay $ 46.00 for the lot in 1902 and on December 11,1902, the Secretary of War issued the deed to Weaver for the vacant lot.[2]

On May 12,1880 and March 23,1881, the Solicitor of the Treasury turned the bonds of the 1869 bidders over to the U.S. District Attorney for West Virginia for collection or to clear the title for the following nine lots: on Camp Hill: Lot 8, Block O; Lot 2, Block U; Lot 6 Block V; Lot 2, Block No. 2; Lot 8- Block P,; Lot 12- Block X; Lot 2, Block GG; Lots 8 and 13; [redacted][3] National Archives Record Groups 121 and 152 do not contain any information revealing the fate of these lots. The same is true for Lot 7, Block J, which the Solicitor did not include on the list sent for action to the U.S. Attorney. None of these lots were offered for sale on October 22,1884.

The Solicitor had the authority to lease the above listed lots and may have done so; the U.S. Attorney may also have sold some of the lots in the U.S. District Court for West Virginia, but as has been remarked- the records of these deeds or leasings are not in the National Archives Record Groups that were studied.

2. National Archives Record Group 121, Entry 76,"Vol. II, p. 60- This was the final deed to be entered in the volume that contains all of the deeds that were issued as a result of the 1869 sale.

3. A Special Commissioner sold Lot No. 11, Block C, Shenandoah Street, to James McGraw for $_____ on _____ Deed Book P, p.54, Registry of Deeds, Jefferson County, Court House, Charles Town, W.Va.

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A. National Archives Record Group No. 121, Public Buildings Service:

1. Entry 58: "Warrenty Deeds to Land Conveyed by the Ordnance Department, 1830-1927 (4 vols); Vol. III, pp. 555- to 626 inclusive, has the deeds for the Harpers Ferry lots sold at the May 25,1880 and October 22,1884 sales.

2. Entry 76: "Deeds From the United States Harper's Ferry, Ordnance Department," (2 vols.). Vol. I, page 1- 201 and 403 to 491 has all of the deeds issued as as result of the 1852 sale of Harpers Ferry Lots. Volume II, pp.1 to 59, has all of the deeds issued as a result of the 1869 sale. Deeds for lots donated by the United States in 1880 are on Pages 221- 251. Deeds for the sven lots abated in 1885 are inserted after page 59 in Vol. I.

3. Entry 77: One Tray- Cancelled Bonds of the 1869 Harpers Ferry Sale of public lots.

4. Entry 78: Harpers Ferry Abatement Cases under the Act of June 14, 1878, from the 1869 sale of public lots. Two trays. 1869-1880.

5. Entry 79: "Records of Federal Land Sold at Auction on October 22,1884," Sales of Harpers Ferry Lots, One vol.

6. Entry: 75: Two Trays: Warrenty Deeds and correspondence,1796-1884, for Public Lands of the U.S. Armory at Harpers Ferry, Va. Includes early land purchase deeds and deeds and leases of the 1847-56 purchase of Wager Six Acre Reservation Lots for some $ 50,000.

B. National Archives Record Groups No. 153 : Office of the Judge Advocate General, Military Reservation Division, 1809-1942, West Virginia.

2 Boxes, No. 44 and 45. and correspondence from Armory officals

1. Box 44. Deedsfor purchase of Land for U.S. Armory at Harpers Ferry , 1796-1860. Agreement of U.S. with Potomac Company, 1807, for right of way through U.S. Lands along the Shenandoah River. Lists and inventories of U.S. Dwelling houses, 1848, 1849,1850, and 1851.

2. Box 45 Data relating to the sale of U.S. Public Lands at Harpers Ferry in 1852, including a complete set of U.S. Armory Paymasters' reports 1852-1860 on the collection of payments on lots and houses from the 1852 sale. Also data on Wa ger Lot No. 23, 1847-1897.

C. Deed Books, Registry of Deeds, Jefferson County, Courthouse, Charles Town, W. Va.

D. Data from the Congressional Documents Series on the Sales of Public Lands of the U.S. Armory at Harpers Ferry, 1867- 1885.

1. "Letter from the Attorney General in Answer to A Resolution of the House of 26th March last[1867], relative to the title to property at Harpers Ferry," December 5,1867. House of Representatives Executive Documents, 40th Congress, 2d Session, 1867-1868, Vol. 7, Serial No. 1330. Document No. 17, 7 pages, includes an abstract of title for much of land.

2. "Annual Report of the Chief of Ordnance to the Secretary of War, October 24,1871," House of Representatives Executive Documents, Vol. 2, Part 1, 42 Congress, 2nd Session, 1871-72, Serial No. 1503, p. 252-253. Report failure of purchasers at 1869 sale to make payments due on their bonds.

3. "Joint Resolution of the Legislature of West Virginia in favor of the passing of a bill to resell the Water Privileges at Harpers Ferry, January 17, 1873," in House of Representatives Miscellaneous Documents Vol. 26, 42 Congress, 3d Session, 1872-73, Serial No. 1572. Document No. 69. one page.

4. Report to accompany bill S. 67 by the Committee on Military Affairs. for the relief of the purchases of property at Harpers Ferry...," January 11,1873, in House of Representatives Reports, 42 Congress 3d Session, 1872-73, Serial No. 1576, Vol. 1, Report No. 21, two pages.

5. "Letter from the Secretary of War Relative to A Bill[H.R. 3594] to authorize the Attorney-General to adjust the claim of the Government upon the purchasers of property at Harpers Ferry," February 13,1873, House of Representatives Executive Documents, 42 Congress, 3d Session, 1872-73, Vol. 11, Serial No. 1569, Document No. 214, one page.

6. "Letter from the Chief Clerk of the War Department, communicating, in compliance with the Senate Resolution of Deeember 4,1873, information in relation to the[1869] sale of Government property at Harpers Ferry," December 12,1873, in Senate Executive Documents, 43d Congress, 1st Session, 1873-74, Serial No. 1580, Vol. 1, Document No. 6, 32 pages, including a copy of the"Map of Harpers Ferry," by S. Howell Brown, April 2,1869, showing the 245 lots of public land offered for sale in November-December 1869. This document, which is a major source of information on the period, publishes scores of letters,1870- to July 15,1873 regarding the sale. Pages ? to 11 consist of a detailed listing of every bidder and every price bid for each of the 245 lots and a record of each bidders payments on his bonds,1870-1873,

at the 1869 sale. A Copy of Exective Document No. 6 was included in Jame P. Noffsinger's "Harpers Ferry, West Virginia, Contributions Towards a Physical History," (Typescript, National Park Service, Eastern Office of Design and Construction, Philadelphia, Pa., November 1958), pp. 135-161.

7. Letter of the Attorney General Transmitting, in compliance with a Senate Resolution of January 21,1874, information relative to the sale of Governme propetty at Harper's Ferry," May 6,1874," In Senate Executive Documents, 43d Congress, 1st Session, 1873-74, Vol. 2, Serial No. 1581, Document No. 48,Part 1 16 pages, publishing scores of letters,December 17,1872 to May 1874, relating the lands at Harpers Ferry. A major dource.

8. Letter from the Attorney-General Communicating a communication of the United State attorney[N. Goff,Jr.] for the district of West Virginia, in relation to the sale of Government Property at Harper's Ferry," May 14, 1874, Senate Excutive Documents, 43d Congress, 1st Session, 1873-74, Vol. 2, Serial No. 1581, Doc. No. 48, Part 2, two pages.

9." Report from the Committee on the Judiciary to Accompany bill H.R. 549 to authorize the Attorney-General to adjust the clain of the Government upon the purchasers of property at Harper's Ferry," May 27,1874, House of Representatives Reports 43d Congress 1st Seassion, 1873-74, Serial No. 1626. Report No. 616, 3 pages.

10." Report of a Senate Committee to accompany bill S. 454 to authorize the Attorney-General to ad just the claim of the Government upon the purchasers of property at Harper's Ferry," January 26,1875, Senate Reports of Committee, 43rd Congress, 2nd Session, 1874-75, Vol. 1, Serial No. 1632. Report No. 556, fourpages. Also reprinted complete,pages 5-to 50, Senate Executive Document No. 6-Serial No. 1580.

11. " Report to accompany bill S. 774 of the Senate Committee on Claims... authorizing the Solicitor of the Treasury, by and with the consent of the Secretary of War, to cancel certain contracts for the sale of lots of land made at Harper's Ferry in the year 1869, a nd resell the same, and sell or lease all other real estate and riparian rights now owned by the United States, at Harper's Ferry, W. Va.," May 29,1878. Senate Reports, 45th Congress, 2nd Session, Vol. 2, Serial No. 1790, Report No. 445, four pages. 1877-78,

12. "Report of the Solicitor of the Treasury to the Attorney-General," November 17,1881," Senate Executive Documents, 1881-82, Vol. 1, Serial No. 1896. pp. 78-80, and 92. Reports progress on abating land cases at Harpers Ferry under the Act of June 14,1878 .

13. "Letter from the Secretary of the Treasury in response to a resolution of the House of the 16th instant[January, 1882], relative to the sale or lease of certain real estate and riparian rights at Harper's Ferry, W. Va.," January 27, 1882," House of Representatives Executive Documents, 47th Congress, 1st Session, Vol. 19, Serial No. 2027, Document No. 66, five pages. Reports results of sale of May 25, 1880 and discusses problems regarding the remaining unsold public land.

14."Report to accompany H.R. 1625 from the Committee on Education... to direct and authorize the Secretary of War to coney by deed a certain lot in the town of Harper's Ferry, W.Va., to the Board of Education of that district, for common-school purposes," in House of Representatives Reports of Committees, Vol. 5 , 48th Congress,1st Session, Serial No. 2257. Report No. 1353, one page. No action was apparently taken on this proposed donation.

15. " Report to accompany bill H.R.1628 from the Committee on Public Buildings and Grounds regarding the Sale of United States Lands at Harper's Ferry, West Virginia ," May 7, 1884, House of Representatives Reports of Committees, Vol.6, 48th Congress, 1st Session, 1883-1884, Serial No. 2258, Report No. 1525, two pages.

16. "Report to Accompany bill H.R. 1628 from the Senate Committee on Military Affairs, authorizing and directing the sale of the real estate and riparian rights now owned by the United States at Harper's Ferrym in the State of West Virginia," June 24,1884, Senate Reports of Committees, 48th Congress, 1st Session, 1883-84, Vol. 7, Serial No. 2179 . Report No. 770, 3 pages.

17. "Annual Report of the Solicitor of the Treasury to the Attorney-General," October 29,1885, House of Representatives Executive Documents, Vol. 20, 49th Congress, 1st session, 1885-86, Serial No. 2387. Document No. 7, Part 6, pp.290-291- Detailed report on the lots sold, purchasers and money collected from the May 25,1880 sale of public lots at Harpers Ferry; Pages 292-293, similarly detailed report on the October 22,1884 sale of public land at Harpers Ferry, W. Va.

E. United States Statues at Large(1789-1884).

F. National Archives Record Group No. 92- Office of the Quartermaster General, Consolidated Correspondence File, Harpers Ferry, West Virginia. 1866 letters relating to Q.M. U.S. Military Railroad buildings and also claims for military damage to private structures.

G. Shepardtown Register, W.Va., June 8,1878. Long article on trial in U.S. District Court for West Virginia, Wheeling, regarding the 1813 ferry rights of the United States on the Shenandoah River. Copy of article in National Archive Record Group 153, Box 44.

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4. Snell, Charles W., "Historic Building Site Survey Report: History of Lots 1 to 11, Block C, Shenandoah Street, 1796 to 1865, Harpers Ferry National Monument," (NPS typescript, Harpers Ferry National Monument, January 23,1959), 118 pages, 11 maps, and 9 photos. Project No. HF-27A.

5. Snell, Charles W., "Historic Building Site Survey Report:History of Lots No. 1 to 7, Block D, Shenandoah Street, 1796-1865, Harpers Ferry National Monument," (NPS typescript, Harpers Ferry National Monument, January 30,1959), 69 pp., 8 maps, and 3 photos. Project No. HF-27B

6. Snell, Charles W., "Historic Building Site Survey Report: History of Lots No. 1 to 5, Block E, Shenandoah Street, 1796-1865, Harpers Ferry National Monument," (NPS typescript, Harpers Ferry National Monument, February 3,1959), 54 pp., 8 maps, and 2 photos. Project No. HF-27C

7. Snell, Charles W., "Historic Building Site Survey Report: History of Block F, Block G, and the U.S. Ferry Lots, Shenandoah Street, 1796-1869, Harpers Ferry National Monument, (NPS typescript, Harpers Ferry National Monument, February 9, 1959), 59 pp., 10 maps, 3 photos. Project HF- D.

8. Snell, Charles W., "Historic Building Site Survey Report: History of Catholic School Lot, Presbyterian Church Lot, and Jefferson's Lot, Shenandoah Street, 1796-1869" (NP.S. Typescript, Harpers Ferry National Monument, February 11,1959), 44 pages.

9. Smith, Philip R.Jr., "History of Loudoun Heights, 1813-1880,Harper Ferry National Monument," (NPS Typescript, Harpers Ferry N.M., June 9,1959), 51 pages.

10. Smith, Philip R.Jr., "History of Harper's Graveyard and the Pine Grove Cemetery, Camp Hill, 1803-1865," (NPS Typescri Harpers Ferry National Monument, April ?,1859), 7

11. Smith, Philip R. Jr.," History of the Public School, the Harpers Ferry Female Seminary, and Armory Magazine Lots, Camp Hill, 1796-1868, Harpers Ferry National Monume (NPS Typescript, Harpers Ferry N.M., April 2,1859,) 16 pages.

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12. Smith, Philip R. Jr.," History of the Methodist Episcopal Chur 1818-1888, and the Free Church, 1818-45," (N.P.S. Typescript, Harpers Ferry National Monument, Mar 1959) 13 pages.

13. Smith Philip R.Jr., "History of St Peter's Roman Catholic Ch 1830-1868," (Typescript, Harpers Ferry N.M., March 11,1959), 15 pages.

14. Smith, Philip R.Jr., "History of the Methodist Protestant and Odd Fellows Hall, 1843-1868," (NPS Typescript Harpers Ferry National Monument, March 12,1959),

15. Snell, Charles W.,"History of the Presbyterian Church, 184 (NPS Typescript, Harpers Ferry National Monumen June 9,1959), 15 pp.

16 Smith, Philip R.Jr.,"Historic Building Report, Part II, His Data Section for the Protestant Episcopal Ch 1847-1895, St. John's Church, Bldg. No. 48 (NPS Typescript, Harpers Ferry National Mon May 25,1959), 11 pp.

17 Smith, Philip R. Jr.,"History of the Evangelican Lutheran Church, Camp Hill, 1850-1868," (NPS typescri Harpers Ferry National Monument, March 31,1

Also see Historic Structure Reports for Bldgs. No.34-35, 36, 45, and 48, for Buildings used by the U.S. Armory,1796- and Philip R. Smith's Histories of Armory Dwellings No. 30, 31, and 32, Camp Hill.

APPENDIX

PART I - U.S. LAWS RELATING TO THE ACQUISITION AND DISPOSAL OF PUBLIC LANDS AT THE U.S. ARMORY AT HARPER'S FERRY, WEST VIRGINIA, 1794 to 1884

April 2, 1794 Act

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.

U.S. STATUES AT LARGE, VOL. 3, p. 521

ACT OF MARCH 3, 1819

STATUTE II.
March 3, 1819.

CHAP. XC.—*An Act to authorize the Secretary of War to convey a lot or parcel of land, belonging to the United States, lying in Jefferson county, in the state of Virginia.*

The Secretary of War authorized to convey Keep-Tryst Furnace, &c. upon terms conducive to the interest of the United States.

The money to be deposited in the Treasury.

Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled, That the Secretary of War be, and he is hereby, authorized to convey, by deed, in fee simple, to a certain John Peacher, a lot, or parcel of land, with the appurtenances belonging to the same, lying in Jefferson county, in the state of Virginia, called the Keep-Tryst Furnace, and containing two hundred and twenty-one acres, belonging to the United States, upon such terms as he may think most conducive to the interest of the United States; and the money arising from the sale thereof to deposit in the treasury of the United States.

APPROVED, March 3, 1819.

Tract sold to John Peacher on 21 September 1819 for $ 15,000.00

Col. George Bomford, Chief of Ordnance, to B. H. Butler, Secretary of War; January 12, 1837:

"...although a very large sum was paid by the War Department [in 1800] for this right to dig ore viz. $ 24,000 to General Lee [for 1,600 acres] and $ 42,000 to Potts, Wilson and North[for the right to dig on Lee's 1,600 acres and the 221 acre Keep Tryst Furnace] minus $ 15,000 for which the 221 acre tract sold [in 1819] and although the ore is considered as of the very first quality yet it has never been made available to the U.S. and unless the National Armory should be established (somewhere in the neighborhood) it probably never can be..." [National Archives Record Group 153, Office of the Judge Advocate General, Military Reservation File, 1809-1942, Box 45.]

Thomas C. Miller of Gettysburg, Pa., entered into an agreement with Col. Bomford to dig ore on the Friends' Ore Bank, writting on July 26,1837: "I went to work to prepare iron suitable for Harper's Ferry Armory. Already I have delivered two tons." McPherson and Brien also claimed the right to dig ore off the Friends' Ore Bank and their workers forfced Miller's men off this tract, leading to a contest in court.

Joint Resolution of Congress, March 3, 1847:

[No. 9.] — *A Resolution concerning the Purchase of additional Lands for the Use of the United States Armories at Harper's Ferry and Springfield.*

March 3, 1847.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the assent of Congress be, and is hereby, given to the purchase of additional lands for the use of the United States armories at Harper's Ferry and Springfield, and to the application for that purpose of so much of the sums appropriated for repairs, improvements, and new machinery at Harper's Ferry and Springfield armories, by the act approved August eighth, eighteen hundred and forty-six, as the estimates show to have been intended for the purchase of lands and buildings for said armories.

The purchase of additional lands authorized at Harper's Ferry and Springfield.

1846, ch. 95

Approved, March 3, 1847.

U.S. STATUES AT LARGE, Vol. 9, p.69.

Appropriations Act of August 3, 1846- Extract for the Ordnance Department.

Contingencies.

For the purchase of ordnance, ordnance stores, and supplies, one hundred thousand dollars.

Ordnance, and ordnance stores

For current expenses of the ordnance service, one hundred thousand dollars.

Current expenses.

For manufacture of arms at the national armories, three hundred thousand dollars.

Manufacture of arms.

For repairs and improvements, and new machinery, at Springfield armory, one hundred and twenty-five thousand dollars.

Repairs, &c., at Springfield.

And the sum of five thousand dollars, out of the appropriation made for the said objects by the act approved March third, eighteen hundred and forty-five, is declared to have been intended for the purchase of the lots adjoining the armory ground, as expressed in the estimates, to which purpose it has been applied. And of the sum allowed by the said act to be applied to repairs at the national armories, such amount as in the judgment of the Secretary of War may be necessary, not exceeding fifteen thousand dollars, may be applied to the purchase of land from individuals and from the town of Springfield, Massachusetts, and the assent of Congress is hereby given to such purchase.

$5,000, out of appropriation of act of 1845, ch. 65, declared to be for purchase of lots adjoining armory ground, &c.

For repairs and improvements, and new machinery, at Harper's Ferry armory, one hundred and twenty-eight thousand three hundred and sixty-one dollars.

Repairs, &c., at Harper's Ferry.

PUBLIC ACTS OF THE FORTIETH CONGRESS

OF THE

UNITED STATES,

Passed at the Third Session, which was begun and held at the City of Washington, in the District of Columbia, on Monday, the seventh day of December, A. D. 1868, *and was adjourned without day on Thursday, the fourth day of March, A. D.* 1869.

ANDREW JOHNSON, President. BENJAMIN F. WADE, President of the Senate. SCHUYLER COLFAX, Speaker of the House of Representatives, until the third day of March, A. D. 1869, on which day he resigned, and THEODORE M. POMEROY was elected Speaker, and so acted for the remainder of the session.

CHAP. II. — *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.* Dec. 15, 1868.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of War be, and he 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; and that the proceeds of such sale shall be applied by him as follows: *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:

Secretary of War to sell at auction the property of the United States at Harper's Ferry.

Terms of sale.

Advertisement in newspapers.

Proceeds of sale, how applied.

First, in defraying the expenses of making said sale.

Second, in refunding to the United States the principal sum of purchase-money paid for said lands, tenements, and water privileges by the United States, and for the erection of buildings thereon.

Third, if any surplus remain, he shall deliver the same to such agent as the legislature of the State of West Virginia shall appoint to receive the same; but upon condition that such surplus shall be received by the State of West Virginia, to be set apart, held, invested, used, and applied as a part of the school fund of that State, under and by virtue of, and in manner and form as provided in section first of the tenth article of the constitution of West Virginia, and for no other purpose. And on making such sale of the said lands, tenements, and water privileges, or any part thereof, 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.

Surplus to go to West Virginia as part of school fund of the State.

Secretary of War to execute deeds.

SEC. 2. *And be it further enacted*, That the Secretary of War be authorized and directed to convey by deed to Storer College, an institution of learning chartered by the State of West Virginia, all those certain portions of the aforesaid property, namely: the buildings, with the lots on which they stand, numbered thirty, thirty-one, and thirty-two, and also building numbered twenty-five, with enough of the lot on which it stands to give a breadth of ten rods on High Street, otherwise known as Washington Street, all of said buildings and lots being situated at Harper's Ferry aforesaid, being the same which have heretofore been assigned by the War Department to the bureau of refugees, freedmen, and abandoned lands, for educational purposes; and also to convey by deed to the proper persons all such other lands and buildings, portions of the aforesaid property, as have heretofore been set apart by the proper authority for religious, charitable, and town purposes.

Secretary of War to convey portions to Storer College;

and other portions to other persons.

APPROVED, December 15, 1868.

June 14, 1878.

CHAP. 192.—An act authorizing the Solicitor of the Treasury by and with the consent of the Secretary of War, to cancel certain contracts for the sale of lots of land made at Harper's Ferry in the year eighteen hundred and sixty-nine by the United States, to resell the same, and sell or lease all other real estate and riparian rights now owned by the United States at Harper's Ferry, West Virginia.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Solicitor of the Treasury, by and with the consent of the Secretary of War, be, and he is hereby, authorized to cancel contracts with and release each and all purchasers of lots of land from their purchases made on the thirtieth day of November, eighteen hundred and sixty-nine, at and near Harper's Ferry, West Virginia, whenever such purchaser or purchasers shall quit-claim and release said lots or parcels of land to the Government of the United States by deed in such form as may be required by the Solicitor of the Treasury: *Provided*, That such quit claim and release shall be executed and tendered to the Secretary of War within four months from the passage of this act.

Purchasers at Harper's Ferry to be released, on quitting claim.

Proviso.

Release of purchaser.

SEC. 2. That whenever any of the said lots and parcels of land shall be quit-claimed and released in pursuance of section one of this act, the Solicitor of the Treasury shall, by and with the consent of the Secretary of War, cancel the obligation of the purchaser or purchasers thereof and release the same from all liability to the Government of the United States for the purchase money of such lot or lots of land. And the Solicitor of the Treasury shall, when he deems it expedient to subserve the interests of the government, have the power, and he is hereby authorized to offer for sale said lots or parcels of land, so quit-claimed and released by auction, after first giving notice of the time, terms, and place of sale in pursuance of existing law, upon such terms as in his judgment he may deem expedient.

Lots may be offered again.

Solicitor of the Treasury may sell or lease.

SEC. 3. That the Solicitor of the Treasury is further authorized to make sale, in pursuance of law, of the whole or any part of said property, or, if he deem it expedient and better for the public welfare, lease for any term of years and part or all other real estate and riparian rights now owned by the Government of the United States at or near Harper's Ferry, Jefferson County, West Virginia.

Abatement of purchase-money.

SEC. 4. That the Solicitor of the Treasury be, and he is hereby, authorized to abate part of the purchase-money due from purchasers who have made improvements upon lots of land purchased as aforesaid at Harper's Ferry: *Provided*, That in his judgment such purchasers are legally or equitably entitled to such abatement: *And provided further*, That such purchasers shall application to the Solicitor for abatement within two months from the passage of this act, and, in case an abatement is made, shall pay the balance of the purchase money due after deducting the amount abated within sixty days thereafter; otherwise, the debt to remain as if no abatement had been made.

Proviso.

Conditions of abatement.

Date of effect.

SEC. 5. This act shall be in force from its passage.

Approved, June 14, 1878.

UNITES STATES STATUES AT LARGE,

1883-1885, Vol. 23, p.69

48th Congress, Session I, 1884

CHAP. 176.—An act 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. July 4, 1884.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Solicitor of the Treasury is hereby authorized and directed to make sale of all the real estate and riparian rights now owned by the Government of the United States at Harper's Ferry, in the State of West Virginia, such sale to be at public auction, without reservation, except as hereinafter provided, to the highest bidder, and after not less than four weeks, public advertisement of the same, in such newspapers as the Solicitor, with the consent of the Secretary of the Treasury, may select for such publication: *Provided*, That the property shall not be sold for a less sum than twenty thousand dollars. Sale of real estate and riparian rights of U. S. at Harper's Ferry, West Virginia. *Proviso.*

SEC. 2. That said real estate and riparian rights shall be sold either as an entirety or in such parcels and divisions as in the judgment of the said Solicitor shall be most promotive of the interests of the United States, and upon such terms as to cash payment and credits as the Secretary of the Treasury may prescribe, 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 centum per annum. Conditions and terms of sale.

SEC. 3. That upon the compliance of any purchaser or purchasers of the whole 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 said property or parcel thereof, as the case may be, in fee simple. Conveyance of title.

SEC. 4. That this act shall be in force from its passage.

Approved, July 4, 1884.

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

[Third Page]

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 Neipher [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 Isreal 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 ~~publish~~ 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 Commonwealth [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

No. 1

[Fourth Page]

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 presence of us- // Robert Harper

R. M. Knight
T [?] Hamilton
John Duncan
William Duncan
Wm Parke

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 s[d] 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 s[d] 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 Parke
James Claypoole

Robert Harper his mark

No. 1

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 CBCn

Deed No. 2

John Wager, Sr. and Others, Berkeley County, Virginia, to the United States, June 15,1796, for Approximately 117 acres of land, 20 acres for an Island in the Potomac River. National Archives Record Group 121, Public Buildings Service, Entry No. 75-Warrenty Deeds and Correspondence,1796-1884, for Public Lands at Harper's Ferry, W. Va. 2 trays.

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 Mary 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 Exonerate 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 Shenandoah 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 Shennandoah 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 Shennandoah 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 Necessary 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 adequate 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 expence 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 Expence 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 Elected 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

on the one part and the said George Washington president of the United States and his successors 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 Courses 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 H poles to a stake on the Edge of a hill near the Shannandoah Bottom and on the side of a slate Rock between a Mulberry 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 mentioned 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 & Co^{s} 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} Beelles-
Phil. T. Dunn, witnesses at the
signing of Geo^{r} Washington——
Thomas Peter, Ge^{o}W Craik

John Wager [LS]
John Wager Jr [LS]
Margrett Wager [LS]
Mary Wager [LS]

G^{o}//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

6
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 - - - - - - -
Robt Whittett, Thos Wilson
William Merideth

John Wager Jun [LS]

City of Philadelphia Sc^{t}

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

In Testimony whereof I the said Mayor 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 Yager John Yager 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
Jo Hunter. CBC

A Copy
Teste
DA Hunter CBC

Deed from Thomas Rutherford and Others, Berkeley County, Virginia, to the United States, February 20, 1797, for approximately 310 acres of land at Harper's Ferry. National Archives Record Group No. 121, Public Buildings Service, Entry No. 75.

"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 Shenandoah 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.

No. 3

Thomas Rutherford [LS]

in presence of——
Thomas White, Paul Ceedmore
Hieronimous Probock William Darke [LS]
Delayca 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 Berbeley 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"

Deed No. 4

Henry Lee and Others, Westmoreland County, Virginia, to the United States, May 8, 1800, for the right to dig iron ore on 1,600 acres of land known as the Friends' Ore Bank. National Archives Record Group 121, Public Publ Buildings Service, Entry 75.

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 thousand 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 Tristo 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 authorised 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. F Goldsborough
Jeremiah Nicols Jun.
Tho. Turner

Pennsylvania Sc
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]

No. 4

John Goulding, a Clerk in the War office, Depeath, 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 6th 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"

Deed No. 5

Deed of George North, William Wilson, and John Potts, and Others to the United States, June 20, 1800, the right to dig iron ore on the Friends' Ore Bank and 221 acres of the Keep Tryst Furnace. National Archives Record Group 121, Public Buildings Service, Entry No. 75.

"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 Syemmore 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, thense 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. Hobert 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 Sligha /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 Sligha /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 Leo 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

George Gilpin
Wm Herbert

Duncan Niron
P. Ramsay
James Wilson Jr.

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

No. 5

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 successors 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 acknowledgement 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 Clark 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./ Ss.

The Commonwealth of Virginia, To William Dark, Van Rutherford & Abram Devenport 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 eigit 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/
Wm 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"

No. 6

William Wilson and Others, to the United States, June 1,1800, for $ 10.00 gives up lease on four acres near Keep Tryst Furnance. National Archives Record Group 121, Public Buildings Service, Entry No. 75.

"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/

/Fourth Page/

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 rods 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

Deed from Ferdinando Fairfax, Jefferson County, Virginia, and Others, to the United States, August 20,1813, for 1,395 5/8th acres on south side of the Shenandoah River- perpetural rights to cut timber on. National Archives Record Group No. 121, Public Buildings Service, Entry 75. Also on Harpers Ferry National Historical Park Microfilm Reel No. 24, Volume 8, pp. 549-555.

This Indenture made this twentieth day of August in the year one thousand eight hundred & thirteen between Fernando Fairfax of Jefferson County in the State of Virginia, and Eliza B. Fairfax his wife, of the first part, Thomas Swann of Alexandria in the District of Columbia, Attorney at law, & Edmund I Lee of the same place, attorney at Law, administrators of the goods & chattles of William Byrd Page late of Frederick county in the State of Virginia, deceased, of the second part, and John Armstrong Secretary of War, of the third part, - Witnesseth that, whereas the President of the United States, in pursuance & execution of Certain Acts of Congress in such case provided, hath heretofore purchased for the use of ~~the U.S. of~~ the United States, a site for an Arsenal and Manufactory of arms at Harpers Ferry; and whereas, the said John Armstrong, acting for and on behalf of the United States, under the order & by the directions of the President of the United States, in pursuance and in the further execution of the said acts of Congress, hath contracted, in writing, with the said Ferdinando Fairfax for the purchase of trees timber & roads herein after to be particularly described and granted, and the perpetual vesture of the same, by way of additional appurtenance to the said site at Harpers Ferry and for the supply of timber & firewood for the purposes thereof: and whereas the said Ferdinando Fairfax on the day of in the year one thousand eight hundred & in the life time of the said William B. Page, did, together with a great quantity of other lands, mortgage the lands whereof the perpetual vesture of the trees, timber & woods is to be granted as aforesaid, by way of collateral security for a certain debt by him due & owing to the said William B. Page. And whereas it was collaterally agreed between the said William B Page in his life time, and the said Ferdinando Fairfax, that he the said Ferdinando might at any time or times within the term of years from the time of making the said agreement (which term is not yet expired) dispose of any part or parcel of the said mortgaged premises, absolutely exonerated & clear of the operation and effect of the said Mortgage, and of all manner of lien & incumbrance from the debt aforesaid, he the said Ferdinando Fairfax giving equivilent security & satisfaction either by applying the proceeds from such sale or sales to the payment of the said debt, or otherwise as the parties or their executors or administrators might agree in each case; which agreement yet remains in full force & effect, in no wise repealed, disaffirmed or annulled: Now this Indenture witnesseth, That the said Ferdinando Fairfax, for & in consideration of the sum of twenty thousand eight hundred & sixty dollars & sixty two cents, current money, to him in hand paid by the said John Armstrong, at & before the sealing and delivery of these presents, out of the public moneys appropriated for the purpose, the due & faithful payment whereof they the said Ferdinando Fairfax, Thomas Swann, & Edmund Lee do by these presents respectively acknowledge and thereof and therefrom do in their respective rights aforesaid, acquit release and discharge the said John Armstrong and his successors in office and his and their assigns forever, and the lands whereof the vesture of the trees, timber & woods is to be granted as aforesaid, hath given, granted, bargained sold, aliended, enfeoffed, and confirmed, and by these presents doth give, grant, bargain,

sell, alien, enfeoff and confirm, unto the said John Armstrong, Secretary of War as aforesaid, acting in the behalf, and by the directions aforesaid, all & singular the trees, timber, woods & under woods, of every sort and denomination and the absolute, exclusive & perpetual vesture of the same, being or to be, growing or to grow, planted or to be planted, in & upon all that tract & parcel of land containing thirteen hundred & ninety five acres two roods and twenty perches of land, situate lying and being chiefly in Jefferson County aforesaid and partly in Loudoun County, and comprising all the lands within the lines boundaries courses & distances, surveyed laid off & described by John Mathias, surveyor of Loudon County, out of the larger tract commonly known & distinguished as the Shannondale tract, the plat & certificate of which survey bearing date the 17th July 1811, is here unto annexed as part & parcel of this indenture, and specifies, exhibits & describes the lines, boundaries, courses & distances aforesaid, and the superficial contents & number of acres of the land hereby cited, that is to say, all the lands described within the said survey and laid down in two parcels, the one containing an area of 1215 a. 3 4. 37p., the other an area of 179 a. 1r. 23 p. and the absolute irrevocable & perpetual right, privilege, license & authority, exclusive of the said Ferdinando Fairfax his heirs & assigns, and of all & every person & Persons whatsoever claiming or to claim by, through or under him or them, for all & singular the officers, servants, laborers & artificers, in the employment or acting under the authority of the United States, or of the President of the United States, or of the said John Armstrong & his successors in office, and of his or their assigns, or of any officer or department of the United States thereunto duly appointed, & authorized, in all time to come, to enter and re-enter upon the said lands, and there to lay, pitch, cut, deposit and remove, and from and of the same to take and carry away all trees, timbers, woods & underwoods, of every sort kind & denomination whatsoever, thereupon or therein being or to be, growing or to grow, planted or to be planted, and to enclose, keep, and preserve the same, and in all things to use and enjoy the _____ vesture of all such trees, timber, woods & underwoods, as absolutely, fully & perpetually as if the absolute property & right of soil had been herein & hereby granted & conveyed: and free and perpetual ingress, upon the said lands, together with the right of way, and of making building & preserving roads & ways through the said lands; and the said Thomas Swann and Edmund L. Lee, administrators as aforesaid in consideration of the premises, and of an equivilent satisfaction & security by the said Ferdinando Fairfax, to them given & secured, for the debt by him due & owing to the said William B. Page as aforesaid, do, by these presents, grant, remise, release & quit claim unto the said John Armstrong, Secretary of War as aforesaid, and to his successors in office, and to his and their assigns forever, all & every claim, demand, suit, action & right of action in law or equity, whatever, all & every covenant & obligation in law or fact, express or implied, & all & every lien & incumbrance in law or equity, whatsoever, touching or in any manner affecting the said lands, or in any manner growing or arising out of the said Mortgage & the debt due & owing

from the said Ferdinando Fairfax to the Said William B. Page in his lifetime as aforesaid: To Have and to hold all & singular the trees, timber, woods and underwoods aforesaid, and the absolute & perpetual vesture of the same as aforesaid together with all & singular the above described & granted premises, rights, privileges, easement, commodities & appurtenances aforesaid, unto the said John Armstrong, Secretary of War as aforesaid, to his successors in office and to his and their assigns forever, for & in behalf of the United States of America, and to & for their only proper use & behalf in perpetuity as aforesaid and that free clear, and absolutely and forever acquitted released & discharged of & from all liens & incumbrances whatsoever: and the said Ferdinando Fairfax, for himself, his heirs, executors & administrators doth by these presents grant, covenant & agree to & with the said John Armstrong and his successors in office, and with his & their assigns, that the said Ferdinando Fairfax is, at the time of the sealing and delivery of these presents, seized of a good, sure & indefeasible estate of inheritance in the said lands, and is well & truly entitle to bargain, sell & grant, as aforesaid, the perpetual vesture of all the said trees, timber, woods & underwoods, free, clear, and absolutely & forever acquited, discharged & released of & from all liens & incumbrances whatsoever, that the said John Armstrong and his successors in office and his & their assigns shall & may, in all time to come, quietly & peaceably have, possess, use & enjoy the perpetual & absolute vesture of the trees, timber, woods & underwoods aforesaid, and all & singular the rights, privileges, easements, commodities, premises & appurtenances, hereinto fore described & granted, without any let, hinderance, molestation, interruption or interference whatsoever from him the said Ferdinando Fairfax or his heirs, or from any person or persons whatsoever, claiming or to claim by, through or under him or them; and that he the said Ferdinando Fairfax and his heirs, shall & will forever warrant & defend the same unto the said John Armstrong, and his successors in office, and his & their assigns, against all & every claim, demand, suit, action, & right of action whatsoever, of him the said Ferdinando Fairfax and his heirs, and of all & every person & persons whatsoever: And lastly that he the said Ferdinando Fairfax & his heirs, shall & will, at any time or times hereafter upon the reasonable request, and at the proper cost & charge of the said John Armstrong or of his successors in office, or of any officer of the United States thereunto properly authorized, duly make execute and deliver any such other deed or conveyance, as shall or may be advised & devised, on the behalf of the United States, for the further & better assuance of the above described & granted premises for the use, benefit & behoof of the United States as aforesaid. Provided however, and this Indenture is upon the express proviso & condition, that if the said Ferdinando Fairfax his heirs or assigns shall desire and propose to use, exercise or enjoy any specific rights, authority, profit, or emolument appertaining to such proprietary right of soil as yet remains to the said Ferdinando Fairfax, separate & distinct from & independent of what is hereinbefore granted as aforesaid, which right, authority, profit or emolument cannot

be so used, exercised, or enjoyed without directly or indirectly hindering interrupting, or interfering with the absolute, exclusive & perpetual use, enjoyment, & exercise of the property, or rights of property, vesture rights, privileges, commodities, easements or appurtenances hereinbefore described & granted; and if it shall appear that such hindrance, interruption or interference is immaterial or unessential, or is partial & inconsiderable, then and in that case the said John Armstrong, or his successors in office, or his or their assignes, and the said Ferdinando Fairfax or his heirs shall instantly appoint one or more arbitrators to ascertain and liquidate the amount of damage to arise from such hinderances, interuption, or interferance; and upon payment of the amount so ascertained and liquidated, the said John Armstrong or his successors in Office, or his or their assigns shall grant unto the said Ferdinando Fairfax or his heirs a license to proceed with the use, exercise or enjoyment of the specific right, authority, profit or emolument proposed as aforesaid. In witness whereof the parties of the first & second parts above named have hereunto set their hands & seals the day & year above written.

Deed No. 8

Deed, Ferfinando Fairfax to the United States, October 27,1818, for Ferry Rights on the Shenandoah River and a ferry tract of 68 acres on the south sid e of the river. National Archives Record Group No. 121, Public Buildings Service, Entry 75.

"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 Potomac; and thence by and with the several meanders of the River Potomac & 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

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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 C. Ringgold
/Jno Mc——l/"

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

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."

Deed, John Strider and Others, to the United States, June 27, 1833, for water power rights on the Shenandoah River. National Archives Record Group No. 121, Public Buildings Service, Entry 75.

"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 wasteweirs /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 wasteviers /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 65 1/4° East; to the East corner of the new stone addition to the dwelling house of said Strider South 43 1/4° West; to the West corner of stone building No. H /or 11 3/ attached to the Rifle Factory North 45 1/4° East distant Two hundred and forty seven feet; and to the East corner of the stoone /sic./ building formerly belonging to Timothy Herrington dcod North 29 1/2° West Two hundred and twenty six fegt. 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 his 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/

Item 10

From "Warrenty Deeds to Lands Conveyed by the Ordnance Department, 1830-1927" (4 vols), Vol. III, p. 615- National Archives Record Group No. 121, Public Buildings Service, Entry No. 58, Washington, D.C. 130

Survey of the Hall Rifle Factory Island for the U.S. by S. Howell Brown, February 28, 1885: 13 Acres.

"Survey of the Shenandoah Property at Harpers Ferry known as Hall's Rifle Factory"-

Beginning at an auger hole in the point of a rock about two poles from the Canal on the north side of Shenandoah Street - a corner to the Corporatio of Harpers Ferry and Bolivar, being at the west line of Boundary Street and is the point of compromise between the United States and Major George Rowles in a suit pending in the Circuit Superior Court of Law and Chancery fo Jeffersons County in the year 1827 [Figure 1 on plat] running thence with a compromise line along Shenandoah Street S 48° W 23.5 poles to a stone at the edge of the Canal, four poles above the point where the north post of the old gate lock stood [figure 2 on plat] thence with another compromise line crossing the Canal and the Winchester and Potomac Railroad, S 65° 45' E 17.3 poles to a stone at the margin of the Shenandoah River at the extension of the west line of Boundary Street [figure 3] thence S 74° E five poles to a stake in the water, it being the corner fixed at 28.2 poles from the sycamore tree, a conrer in the 125 acre patent in a survey made for the United States in the year 1827 by William Castleman, Surveyer of Frederi County, and James M. Brown, Surveyor ,of Jefferson County, Va., in running out the lines of the Rutherford Grant [figure 4] thence with the lines of said Survey, south 78° E 26 poles to a stake in the water [figure 5] thence N 74° E 28 poles to a stake in the water [Figure 6] thence N 38° 30' E 8.8 poles to the end of the stone wing wall to an abutment on the Winchester and Potomac Railroad [figure 7] thence with said East wall 5.3 poles to the corner of the abutment [figure 8] thence with face of the same North 1.9 poles to the other corner thereof [Figure 9] thence with the guard wall at the lower or east end of the island N 11° E 8.6 poles crossing waste way

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"to an angle in the wall [Figure 10] thence N 46° 30' E 10.55 poles 131 to another angle in said wall opposite the Locks [Figure 11] thence N 78° 30' E 7.6 poles to a forked sycamore tree standing on the lower point of the island [figure 12] thence crossing the boat course just below the locks N 10° 45' W 4.7 poles to the north side of the stone wall at the south line of Shenandoah Street [figure 13] thence along said street S 79° 15' W 16.6 poles to the head of the locks at the north side of the wall [figure 14] thence along the north side of the wall S 86° 15' W 14.8 poles to the east end of a large stone on the top of the wall at an angle in the same [Figure 15] thence S 85° W 16.5 poles to a point opposite the middle of the old bridge over the Canal to "Halls Rifle Works" [figure 16] thence S 86° W 22.15 poles opposite to and near a solid rock in the road [figure 17] thence following the curve of the wall 10.5 poles to a stone at the west line of Boundary Street extended [Figure 18] and finally with said extension N 4° 30' E 1.8 poles to the beginning, containi 13 acres, one rood, and 10 perches."

Copied by Charles W. Snell, October 1979.

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National Archives Record
Group No. 121-Public
Buildings Service- Entry
75, Tray No. 2.
Washington, D.C.

The United States of America to Thomas H. Savery: 72 acres.

Survey of "Potomac Property" [U.S. Musket Factory Grounds] at Harpers Ferry, W. Va., by S. Howell Brown, S., J.C., March 28,1885.

Beginning at a point on the bank of the Potomac River at the corner of one of the Wager Lot Reservations in line with the stone wall at the lower end of the Armory Yard (see Fig. 1 in the plat hereto annexed) running thence with the stone wall, S 43° W 4.8 poles to an angle in said wall(fig.2 thence continuing with the wall in part, following along the north line of Shenandoah Street S 51° 45" W 9.8 poles to the corner of the Armory Yard wall at Potomac Street, being at the line of the Wager Six Acre Reservation (fig. 3) thence along the southwest side of wall, with said Potomac Street, N 49° 15 ' W 33.9 poles to an angle in the same (fig. 4) thence N 45° 15' W 32.3 poles to another angle (fig. 5) thence N 43° W 41.6 poles to the west side of the upper column on the said wall (fig. 6) thence crossing Potomac Street and running with the line of a lot [the Bluff Lot] sold by the United States to Alexander Murphy S 45° W 16.7 poles to a stone in the north line of Ridge Street (fig. 7) thence with said line N 76° 30' W 17 poles to a stone at the intersection of the same with the east line of Lancaster Street(fig. 8) thence with it, N 13° 30' E 8 poles to a stone at the, terminons of said street (Fig 9) thence with the back line of the Seminary[school] Lot and of Blocks U,T, and S N 76° 30' W 66.5 poles to a stone (fig.10) thence again with the rear line of Blocks S and R N 74° 30' W 42.9 poles to a stone at the east line of Taylor Street (Fig. 11) thence extending said line N 15° 30' E 2 poles to a stone (Fig. 12) thence following the street lines N 26° W 3.5 poles to a stone (Fig. 13) thence N 16° 30' W 3.8 poles to a stone in a ravine at the east line of Putnam Street (Fig. 14) thence with said line N 30° 30' E 16 poles to the Baltimore and Ohio Railroad at the east end of the culvert wall (Fig. 15) thence along the railroad N 60° W 3 poles to a stone above the west side of the culvert wall, at the north line of Van Wert Street (Fig 16) thence with the said street lines S 70° W 5.3 poles to a pine tree (Fig. 17) thence N 80° W 8 poles to a stone (Fig) 18) thence N. 70° W 13 poles to a stone (Fig. 19) thence

N 64° 30' W 9.5 poles to a stone (Fig. 20) thence N 57° 30' W 19.95 poles to a stone (Fig. 21) thence N 65° W 10.9 poles to a stone (Fig. 22 thence N 72° W 14.1 poles to a stone (Fig. 23) thence N 74° 30' W 26.1 pol to a stone at the east line of Cambridge Street (Fig. 24) thence extending said street line N 15° 30' E 6.5 poles to a stone at the termination of said street and the beginning of North Cliff Street (Fig. 25 thence following the north side of the last named street N 55° 30' E 11.3 poles to an iron bolt in a rock (Fig. 26) thence N 29° W 15 poles to a stone (Fig. 27) thence N 34° W 9 poles to a high rock (Fig. 28) thence N 51° 30' W 10 poles crossing a small stream of water in a deep ravine to a iron bolt in a rock just north of said stream, it being 5.7 poles above the face of the culvert, through which the streams passes under the Baltimore and Ohio Railroad (Fig. 29) thence N 38° 301' W 13 poles to a pine tree(fig. 30) thence N 65° 30' W 11 poles to a stone (Fig. 31), thence N 85° W 23.75 poles to a stone (Fig. 32) thence N. 77° 30' W 10.9 poles to a stone (Fig. 33)thence S 73° 15' W 11.8 poles to a stake (Fig. 34) thence S 60° 15' W 15.1 poles to a stone (Fig. 35) thence S 68° W 10.34 poles to a stone in the original Patent line, now the line of Samuel W. Strider (Fig. 36), thence with said line N 7° E 42 poles to a stone on the bank of the Potomac River (Fig. 37) thence down the river with the meanders thereof, following the color line on the Plat, embracing the Canal, wagon road, and Baltimore and Ohio Railroad, to the place of Beginning, containing 71 acres.*

Given under my hand the 28th day of March 1885.

S. Howell Brown S[urveyor] J[efferson] C[ounty].

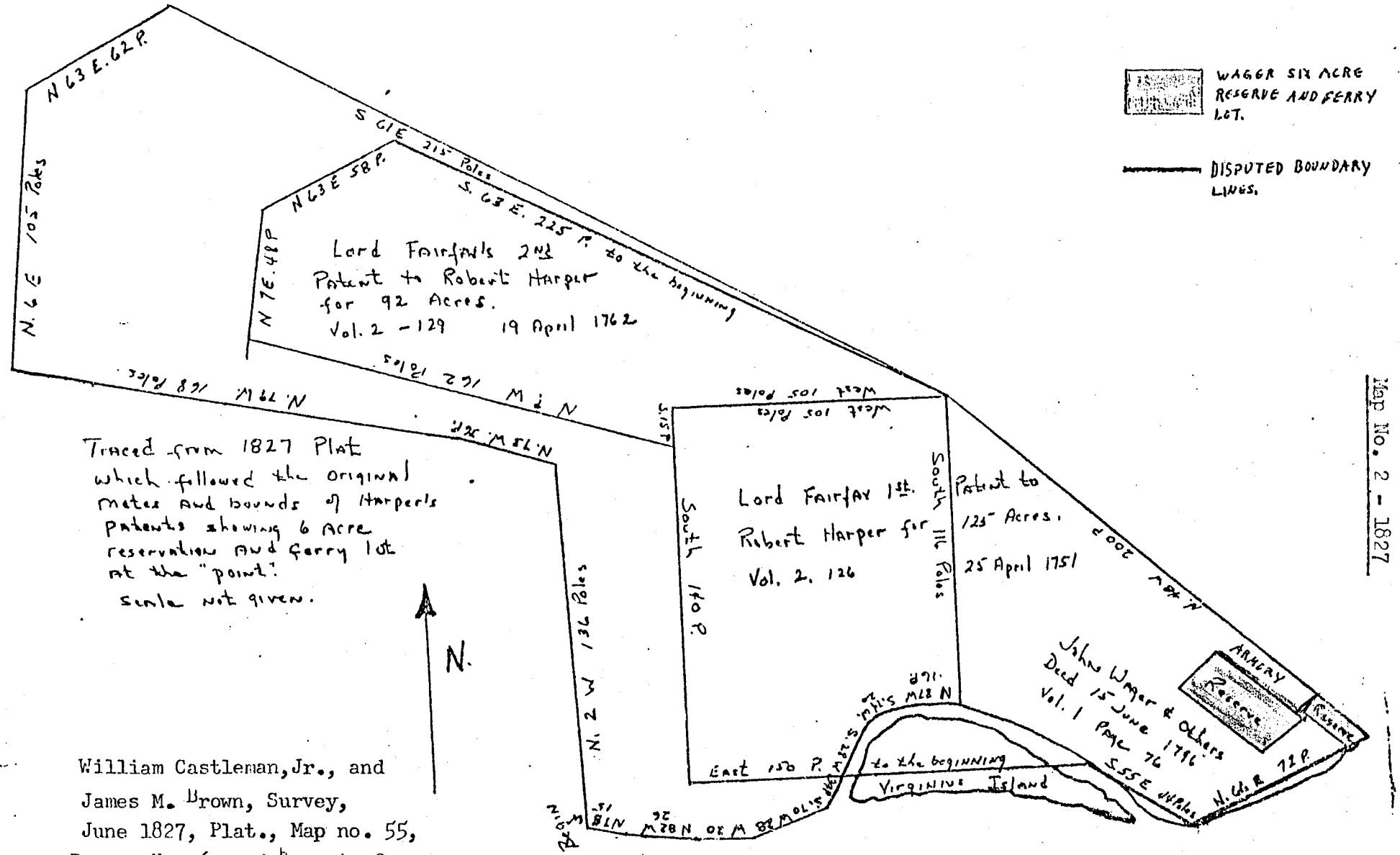
* in a revised map prepared Dec.10,1885- Brown estimated the acreage at slightly more than 72 acres.

MAPS

Map No. 2

William Castleman, Jr. and James M. Brown's Survey of the U.S. Armory p ublic lands at Harpers Ferry, Va., June 1827.

Plotting the bonds of the 1796-97 deeds.



William Castleman, Jr., and James M. Brown, Survey, June 1827, Plat., Map no. 55, Drawer No. 6, and Report of Surveyor Castleman, National Archives.

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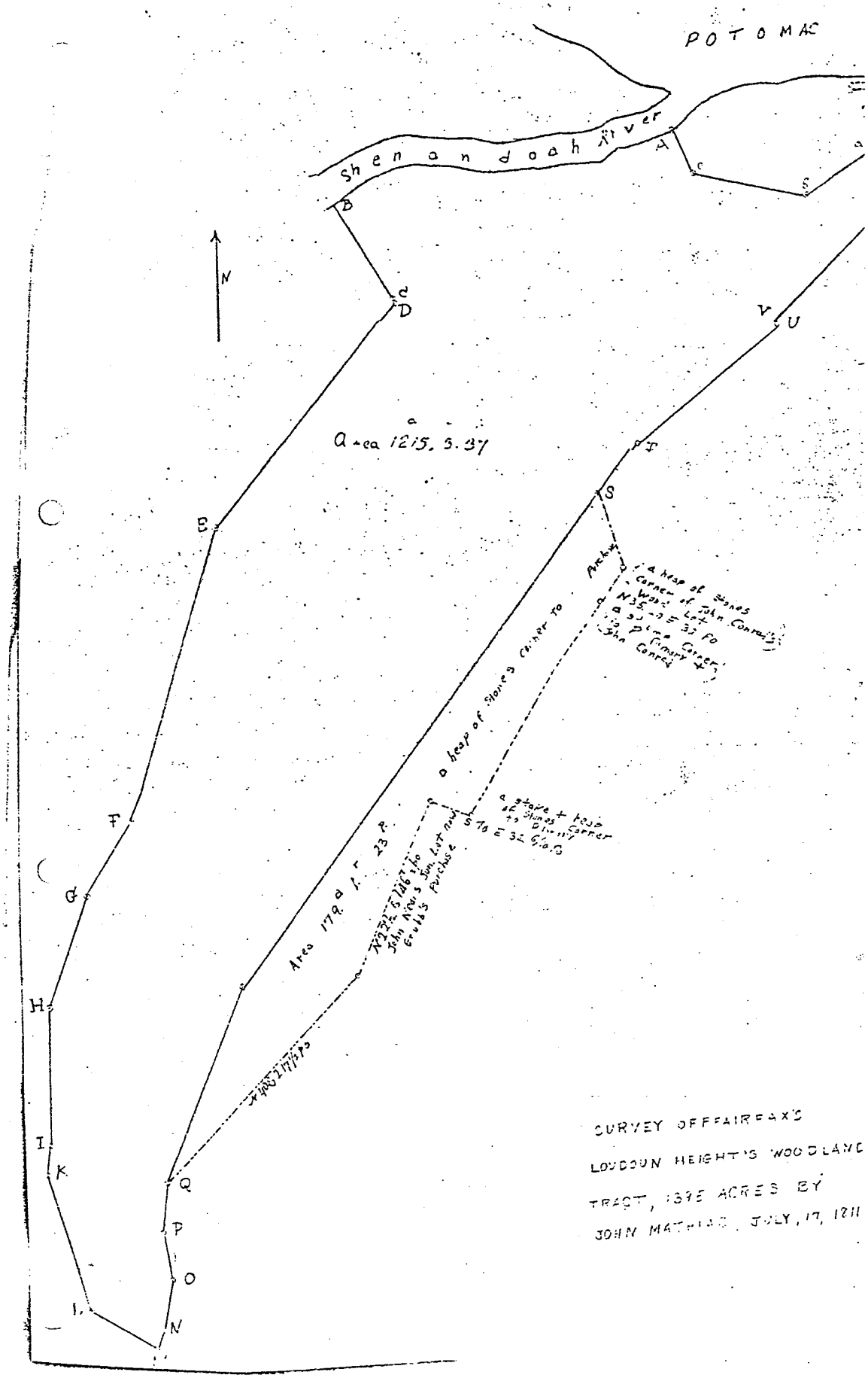
MAP No. 3

Copy of Survey of Loudoun Heights Woodland of Fernando Fairfax Made by John Mathias, July 17, 1811. Map No. 53, Drawer No. 7, Harpers Ferry National Historical Park Map Case. 1,395 5/8th acres.

For Copy of William McPherson's Survey of Loudoun Heights Woodland, dated September 14,1811, see Map No. 52, Harpers Ferry National HP Map Case.

Surveys from the National Archives, Washington, D.C.

Map No. 3- 1811 Survey of 1,395 5/8th acres of timber lands, Loudoun Heights.



MAP No. 4 - 1959 map showing the 1,395 5/8th acres of timber land and the 68 acre Ferry tract on south side of Shenandoah.

Map No. 5

Plat of Ferry Tract on South Side of Shenandoah River, Loudoun Heights, conveyed by Fernando Fairfax to the United States, 68 acres and 80 square perches. Prepared by Jon Mathias, April 1818.

Harpers Ferry National Historical Park Photostatic Collection, Map No. 56, ~~Map~~ Case, Drawer No. 7. Original in National Archives, Washington, D.C.

1818 Plat of
68 acre Ferry Tract

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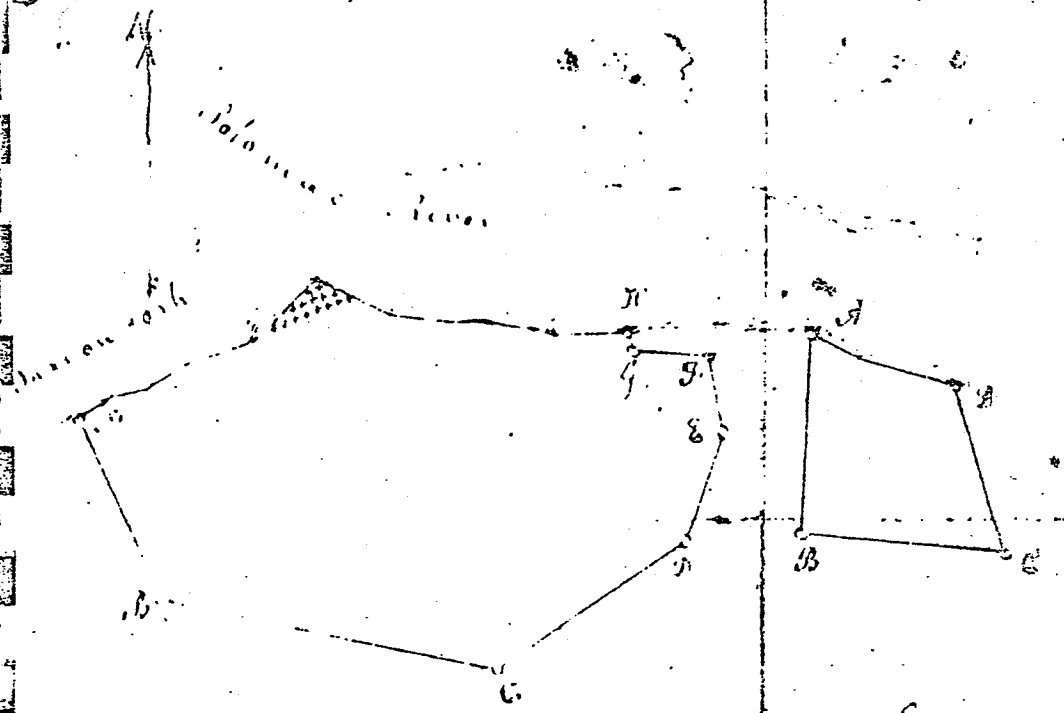
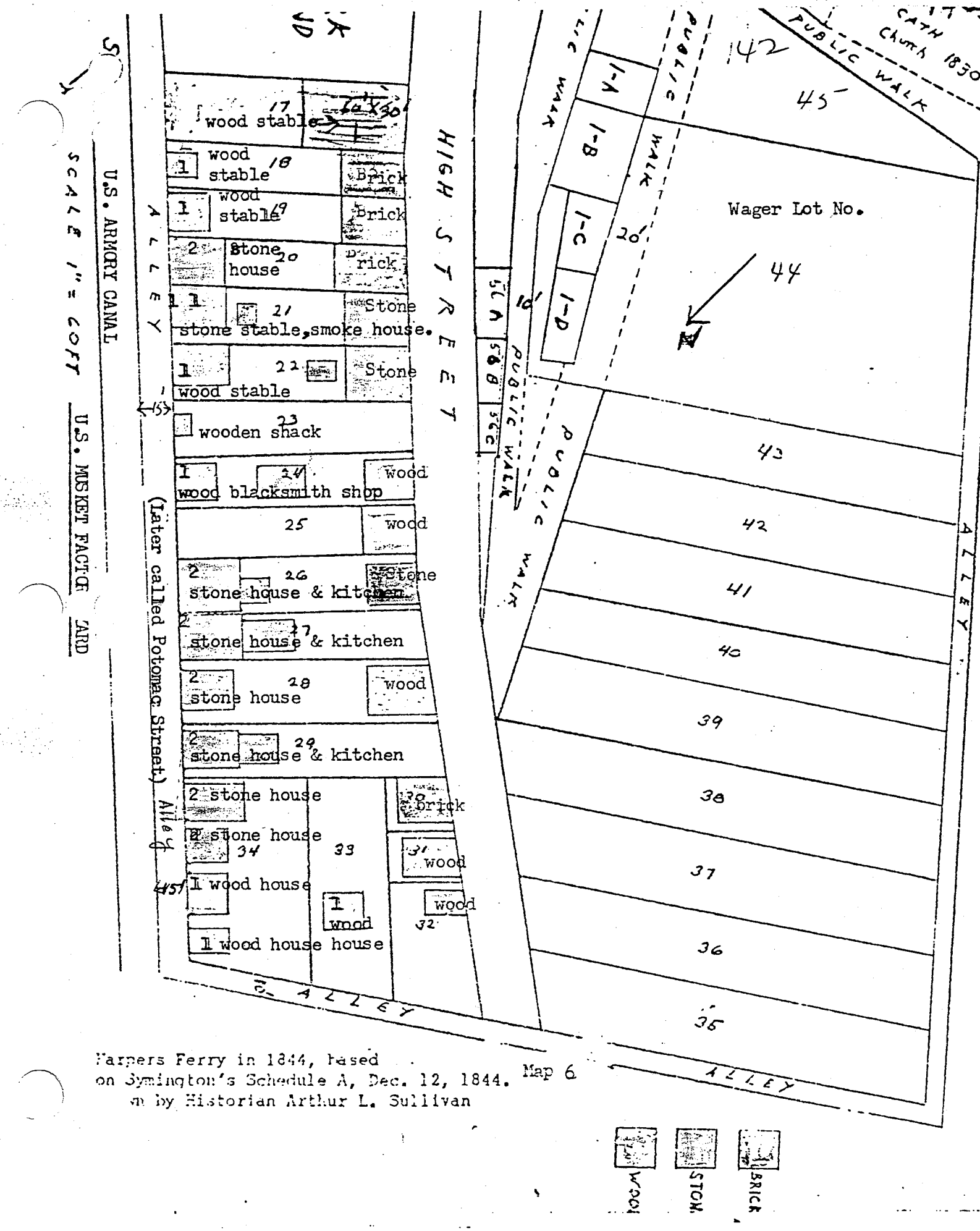


Surveyed a [illegible] Lying at the [illegible] of Shanondoah River with [illegible] the [illegible] of Beginning at [illegible] a Spring on the [illegible] of Shanondoah River at the [illegible] of Hollow or [illegible] of the [illegible] a corner to the purchase [illegible] the United States thence with the lines of purchase S 24 E 58½ po: to measurement on the ground to B a heap of Stones having [illegible] thence S 78 E 8½ po: to C, a Black Oak on the Ridge, thence N 54¼ E 58½ po: to D, a Chesnut Oak by a large Rock, thence N 17½ E 30¼ po: to E, a pine on a cliff, thence N 12 W 20 po: to F, a Rock thence S 85½ W 20 po: to G, a pile of Stones thence N 14 W [illegible] po: to H, a Maple a corner to the United States Land on [illegible] thence with Potomac and Shanondoah Rivers according to the several Meanders thereof to the Beg.

68. 2. 0 Jno. Mathews Sr.

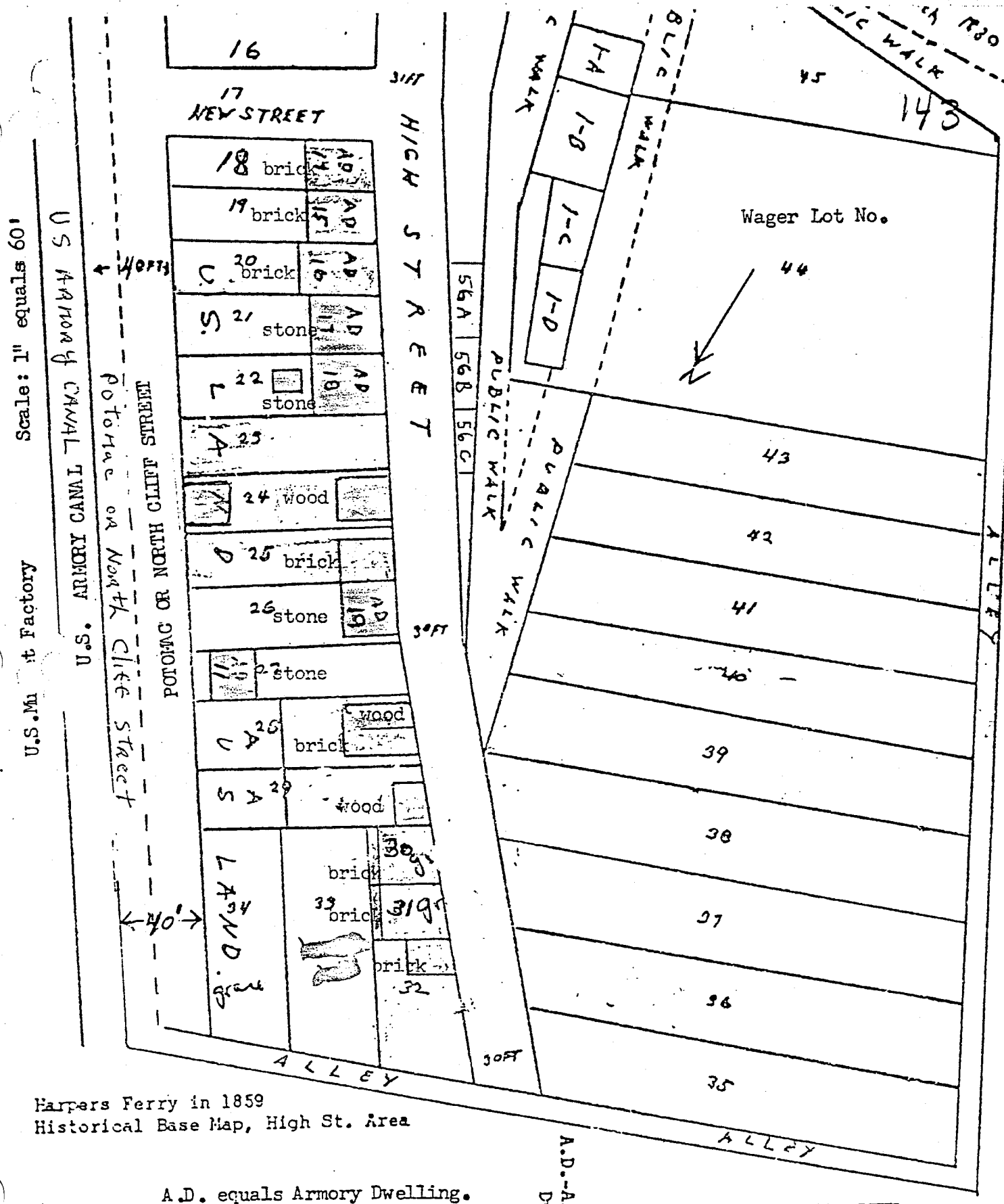
Surveyed a [illegible] Potomac River [illegible] a Corner to the purchase [illegible] States, thence S [illegible] the centre of three [illegible] Black Oak a corner [illegible] purchase and [illegible] thence S [illegible] of Stones in [illegible] to [illegible] N 18¾ W [illegible] on the [illegible] passed the [illegible] thence [illegible] Meanders [illegible]

[illegible] 1. 10



Harpers Ferry in 1844, based
on Symington's Schedule A, Dec. 12, 1844.
wn by Historian Arthur L. Sullivan

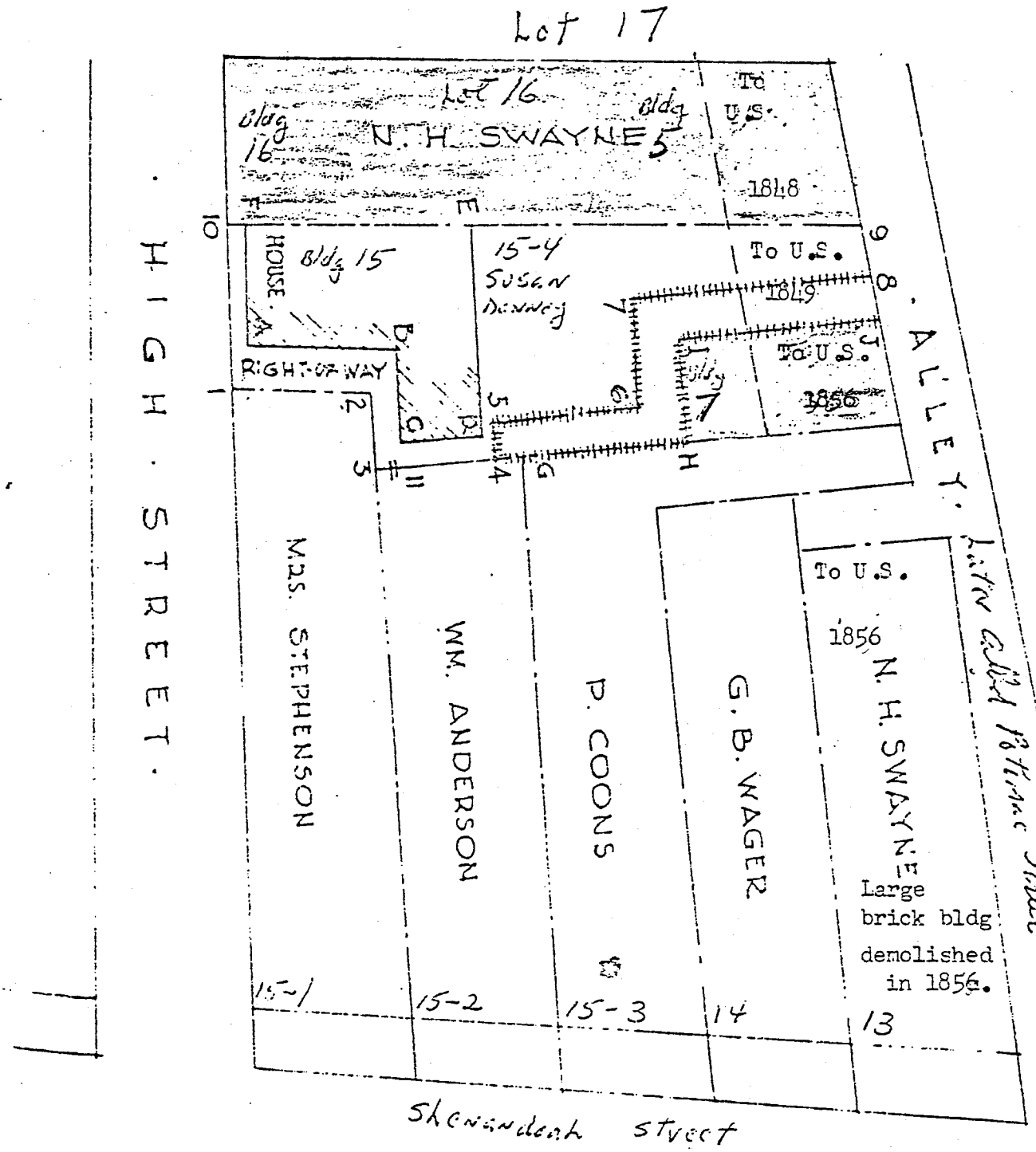
Map 6



Harpers Ferry in 1859
Historical Base Map, High St. Area

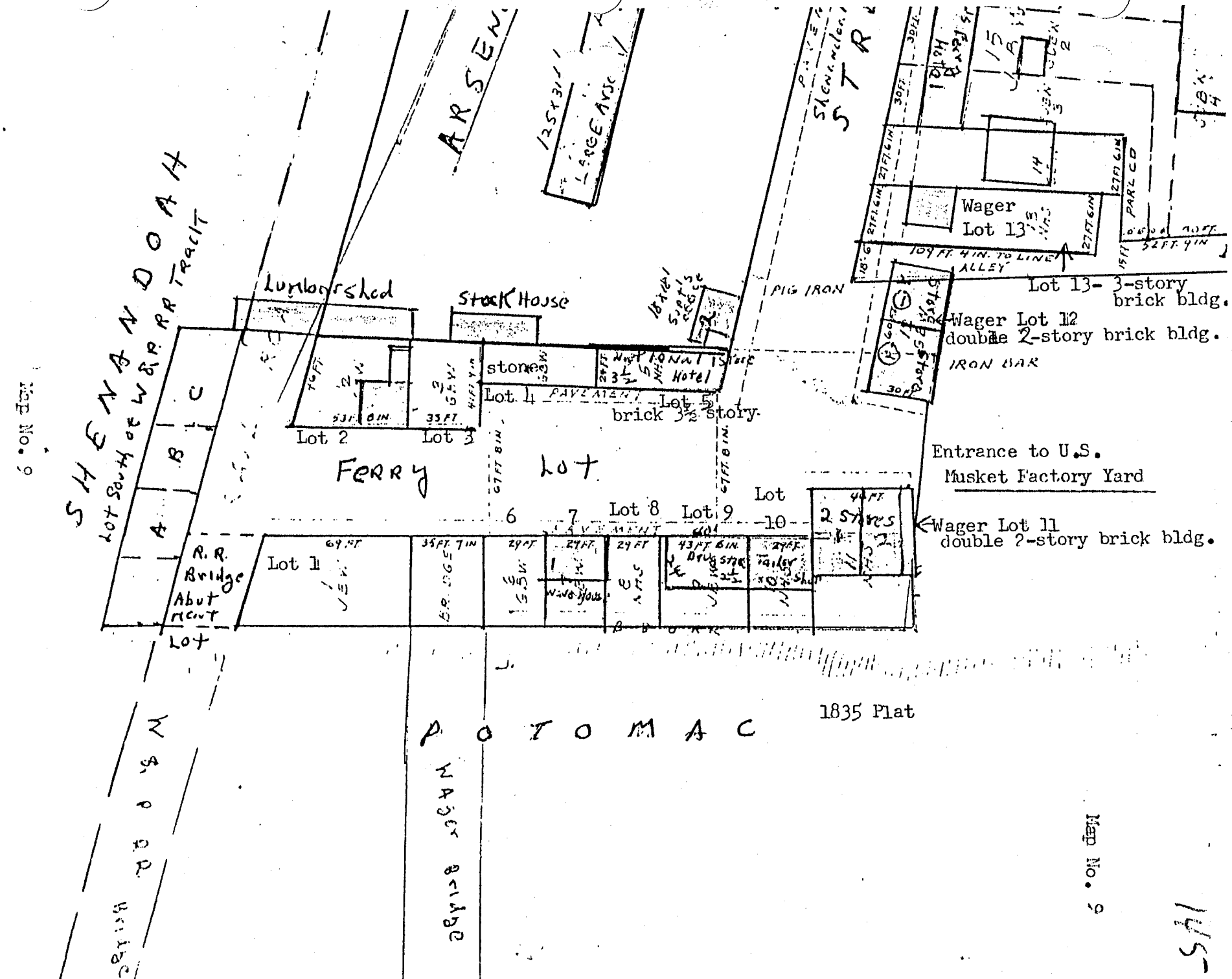
A.D. equals Armory Dwelling.

Map No. 7

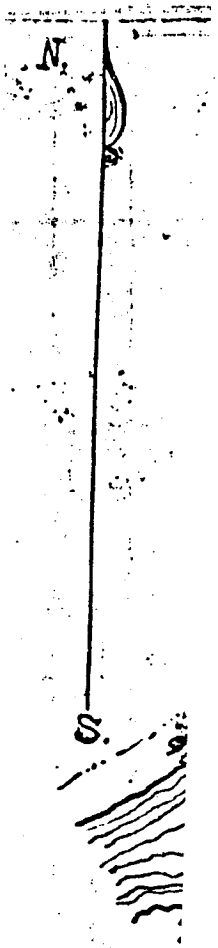


1848 plat

Map No. 8


SHENANDOAH
Lot South of R.R. Tract
ARSENAL
125 ft 3 in
LARGE ANSE
SHENANDOAH
STR
Lumberyard
Stock House
Stone
Lot 2
Lot 3
Lot 4
Lot 5
brick 3½ story
Ferry Lot
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10
Lot 1
R. R. Bridge Abutment Lot
Wager
Lot 13
Lot 13- 3-story brick bldg.
Wager Lot 12
double 2-story brick bldg.
IRON BAR
PIG IRON
Entrance to U.S. Musket Factory Yard
Wager Lot 11
double 2-story brick bldg.
1835 Plat
POTOMAC
Map No. 9

Map No. 10- U.S. Rifle Factory - 1885



Map No. 11- U.S. Musket Factory Grounds, 1885

APPENDIX III

Superintendent of Harper's Ferry Armory, Major John Symington's Estimates of December 12,1844 to Chief of Ordnance, Lt. Col. George Talcott, which follows, of the cost of acquiring the lot and buildings in the Wager Six Acre Reservation that fronted on the U.S. Musket Factory., from Serial No. 464, 28th Congress 2nd Session, 1844-45, House of Representative Executive Documents Vol. 464, Document No. 43, pp. 6-12.

Document No. 43 was prepared to accompany and explain Major John Symington's " Map of Harper's Ferry, dated December 1844, which showed in detail the lots and Wager Lot buildings the Armory hoped to purcha se. See Narrative History text, pages 15 to 19.

p 149 Dec 12, 1844

Doc no 43, p6
House of Rep Executive
Docs vol. 2
28th Congress
2nd Session)
1844-45
Serial 464

6 Doc. No. 43.

HARPER'S FERRY ARMORY, *December* 12, 1844.

SIR: I have the honor to enclose, herewith, schedules A and B, with a plat of a part of the public property at this place, with the adjacent lots belonging to private individuals.

These schedules and plat exhibit the relative locality of some of the public buildings, and of such lots and parts of lots adjoining, belonging to private individuals, with a description of the improvements thereon, and the price for which the whole can be purchased for the United States from the respective owners.

These papers have been prepared with the full belief that when the danger and inconvenience of having private property, over which the United States has no control, so immediately contiguous to public buildings of great value, are made known and understood, speedy arrangements will be made to purchase out such private property, and thus secure the control of it to the United States.

The considerations to offer for the purchase of this property are, to secure the public buildings bordering the armory canal from danger of fire occurring along the alley; to which casualty there is great liability, from the many stables and small shanties situate thereon.

The public buildings adjoining are generally filled with machinery, and immensely valuable; the loss of any one of which would be threefold the value of the whole of these private lots with their improvements—not to consider the loss to be sustained by a general interruption to the operations of the armory.

But even should fire originate in the rear of one of the public buildings, the confined situation of this narrow alley would be a serious (perhaps insurmountable bar) to its being checked; as was the case in May, 1824, when a valuable building was totally consumed from fire occurring in a shed in the rear, covering one of the water wheels. Could access have been had readily, and room to play the engines in this alley, the fire would have been promptly put out before it communicated to the main building.

Another great inconvenience is, that this alley is, for the most part, occupied by stables, and used by the tenants of the lots, whose residences are generally on High street, as an approach to their premises; here is received their wood and other supplies, and it is made a place of deposite for all the filth and offal made in the vicinity—its only place of removal, whenever it is removed, being into the armory canal; thus occasioning labor and expense in cleaning out from time to time.

This too has been a fruitful cause, and perhaps the chief one, of the sickness that at times prevails.

There are other reasons that may be urged; but as you, from your knowledge of the locality and the condition of things, are familiar with them, I shall not now touch on them.

The schedule A includes the whole of such lots, and the improvements thereon, between High street and the alley, that can be purchased. Also the two lots and buildings [illegible] 11 and 12, at the entrance of the armory enclosure about which I shall say more hereafter; and considering all things, I would certainly [illegible] that this entire purchase be made, rather than a part as shown in schedule B.* The purchase could secure

* The estimate of schedule A [illegible] the drawings [illegible]; [illegible] that of B [illegible].

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Dec 12 [illegible]

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Dec 43 P. 7
Screen 464

some good comfortable dwellings on High street, suitable for inspectors and other officers where quarters are furnished to them. And thus quartered, the stables, shanties, &c., being removed, and the alley permanently widened into broad avenue of (say) 40 feet, they could have the armory buildings always under view, and the declivity between these dwellings and the avenue neatly cultivated. There is a want of good buildings for dwellings for the armorers. The greater part of those built many years since, of wood, and in low damp situations, are in wretched bad condition, continually requiring repairs, so as to consume in a great degree the amount received from rents. The purchase of those in schedule A would secure several good residences, so much needed to be occupied in place of so many of the old structures now tottering in decay, and consuming, by continual expenses for repairs, the rent fund.

The lots Nos. 11 and 12 are covered entirely with buildings occupied as stores. They are situated, as you will perceive on the plat, in front of the armory enclosure, and allowing only a narrow entrance to the armory. This approach is most generally filled with horses, wagons, &c., and the empty packages turned out from the stores, and is the usual mart where the country people exhibit their products for sale, rendering the place filthy, and frequently interrupting the entrance into the armory.

This nuisance can only be corrected by purchasing out the property.

Schedule B is submitted only as an alternative, in the event of the whole of the appropriation asked for in A not being obtained.

This list embraces, besides the lots Nos. 11 and 12, a part of those extending down from High street to the alley bordering the canal. Twenty-five feet of the lower end of each of these lots would include the stables, shanties, &c., from which danger is to be apprehended; this, added to the width of the alley, 15 feet, would interpose a clear space of 40 feet, besides the width of the canal, between the public buildings and any structures that the proprietors of the lots might choose to put up hereafter.

Four of the lots embraced in this schedule, as will be seen on reference to the plat, will have to be purchased entire, as the owners are unwilling to [illegible] part.

This arrangement, however, if decided on, would still leave the armory [illegible] as a receptacle for filth and the washing of the street; therefore I would urge that the schedule A be only considered. Besides, the additional [illegible] for the entire lots will secure dwelling-houses that are fully worth the [illegible]; and I must observe that the cost at which the buildings have been put down is generally below a present fair valuation of them, with perhaps the exception of a part of lot No. 12, at the entrance gate. The price asked by the owner is high, though he states that to be the amount which would yield at 6 per cent. the rent that he has been offered for the [illegible]—that is $300 per annum.

Both these schedules provide for the purchase of Dr. Marmion's buildings which he, by permission many years since, erected on the public land. [illegible] I believe is the last of these sort of claims; and it is desirable, I [illegible] be arranged, if the terms at which he offers can be approved. [illegible] the buildings valued by Mr. [illegible], the master carpenter, who [illegible] competent to do so, and who sets down the valuation at $2,260,—[illegible] the sum which Dr. Marmion proposes to sell for, $260.

[illegible] Marmion's proposition is herewith enclosed.

[illegible] with this subject, I submit also a proposition from Mr.

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Byrnes, the owner of a part of what is called "Byrnes's islan[d]" of the island being already in the possession and occupancy [of] States.

As the price asked appears to be reasonable, ($1,500,) I would the purchase of it, as the only means of keeping off bad nei[gh]fording excellent gardening ground for the armorers, who [will] to cultivate it on sufferance.

I am, sir, very respectfully, &c.,

JOHN SYMINGTON
Major of O

Lieut. Col. GEORGE TALCOTT,
Ordnance Department, Washington City.

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Doc. No. 43.

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Doc 43 p9
Serial 464

Schedule of lots, and improvements thereon, owned by private individuals, adjoining the public buildings at the Harper's Ferry armory, with description of the improvements on each lot, and the price for which the whole can be purchased—these lots being included within the yellow lines marked on the accompanying plat.

Number of lot.	Owner of ground.	Owner of buildings.	Description of the buildings, &c.	Price of ground.	Price of buildings.	Total.
11	Mrs. Swayne	Richard D. Doran	Double brick building, 40 by 40 feet, 2 stories high, with finished garret and shingled roof; cellar underneath; an open gallery in front; back buildings of brick, 2 stories; lower story occupied as stores, upper story and garret as dwellings	$2,286	$4,000	$6,286
Part of 12	G. B. Wager	Richard D. Doran	Two-story brick building, with finished garret and cellar, 35 by 30 feet, covered with shingles; lower story occupied part as a drug and general variety store, and part as a shoemaker's shop; the upper story, including garret, as dwellings	1,600	1,600	3,200
Part of 12	Henry Yost	Henry Yost	Two-story brick building, continuation of the building above-described, and under same roof, 25 by 30 feet; lower story occupied as a general variety store, upper story as a dwelling	–	–	5,000
16	Mrs. Swayne	–	A large wooden stable, 60 by 30 feet, and loft above	182	218	400
17	Mrs. Swayne	J. G. Wilson	A small wooden house, 16 by 14 feet, 1 story	182	18	200
18	G. B. Wager	Samuel Lover	On High street a 2-story brick house, 30 by 22 feet, covered with shingles, and cellar underneath; on the alley a stable for wood, with loft for hay	725	1,700	2,425
19	G. B. Wager	Charles Button	On High street a 2-story brick house, 30 by 22 feet, covered with shingles, and cellar underneath; a porch in front and rear; on the alley a wooden stable, with hay loft 20 by 18 feet	725	1,700	2,425
20	G. B. Wager	Philip Coons	On High street a 2-story brick house, with basement, and cellar under basement, 31 by 23½ feet, covered with slate, well finished; on the alley a 2-story stone house, 26 by 22 feet, covered with shingles	725	2,500	3,225
21	G. B. Wager	G. B. Wager	On High street a 2-story stone house, with basement, 30 by 26 feet, covered with slate, with back buildings, all well finished; on the alley a stone stable 26 by 20 feet, with hay loft; also, a stone smoke-house 10 by 9 feet	750	2,050	2,800
22	G. B. Wager	William Megraw	On High street a 2-story stone house, with basement, 30 by 26 feet, covered with slate, well finished, and a stone corn-house 11 by 9 feet; on the alley a wooden stable 27 by 20 feet, with hay loft	750	2,200	2,950

Schedule A En $51,26600 –
Money appropriated by Congress on
August 8, 1846, U.S. Statutes at Large vol IX, 69

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Schedule of lots and parts of lots, &c.—Continued.

Number of lot.	Owner of ground.	Owner of buildings.	Description of the buildings, &c.	Price of ground.	Price of buildings.	Total.
23	Mary Thompson	Mary Thompson	A small wooden building of little value on the alley - - -	-	-	$900
24	Mrs. Swayne -	A. Kelley -	On High street a 2-story frame house, with basement, 24 by 20 feet, covered with shingles; in the middle of the lot a 1-story frame house 24 by 16; on the alley a wood blacksmith's shop 20 by 18 feet - -	$750	$850	1,600
25	A. & R. Cross -	A. & R. Cross -	On High street a wooden shanty of little value, 25 by 25 feet - -	600	50	650
26	Mrs. Swayne -	P. Hagan -	On High street a 2-story stone house, with basement, 24 by 20 feet, covered with shingles; on the alley a 2-story stone house, 30 by 26 feet, covered with slate, and a 1-story stone kitchen, 14 by 12 feet - -	800	1,800	2,600
27	M. Foley -	M. Foley -	Vacant on High street, on the alley, a 2-story stone house, 30 by 20 feet, covered with slate, and a 2-story stone kitchen, 28 by 16 feet, shingle roof - - - - - - - - - -	-	-	2,000
28	Mrs. Swayne -	P. Hagan -	On High street a stone foundation, and a wooden building partly erected, 30 by 25 feet; on the alley a 2-story stone house, 26 by 20 feet, slated roof - - - - - - - - - -	800	1,200	2,000
29	Martin Grace -	M. Grace -	Vacant on High street, on the alley, a 2-story stone house, 28 by 20 feet, with a 1-story stone kitchen, 18 by 15 feet, both covered with slate -	-	-	1,500
[illegible]	M. Breitenbaugh -	M. Breitenbaugh -	A 2-story brick house, with basement, 26 by 22 feet, well finished -	-	-	1,700
31	Mrs. Swayne -	M. Grace -	Some walling and an old wood building - - - - -	350	60	410
[illegible]	M. Grace -	M. Grace -	A 1-story wooden building of little value; good stone foundation - -	-	-	1,100
[illegible]	Mrs. Swayne -	Mrs. Swayne -	A 1-story wooden building of little value - - - - -	350	40	390
[illegible]	M. Grace -	M. Grace -	On the alley a 2-story stone house, 30 by 18 feet; another stone house 2 stories, 20 by 18 feet; a 1-story wooden house, 25 by 20 feet, and another 1-story building, 20 by 12; the stone houses are partially new; the wood house of little value - - - - - - -	-	-	3,000
[illegible]	United States -	Dr. N. Marmion -	A stone house 2-stories, with basement and gallery, 35 by 22 feet; also, a wooden 1-story house, 16 by 14 feet - - - - -	-	-	2,000
			For payment for part of "Byrnes's island" - - - -	-	-	1,500
						50,261

HARPER'S FERRY ARMORY, *December 12, 1844.*

JOHN SYMINGTON, *Major of Ordnance.*

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Dec 12, 1844

Dec 4 Ap 10

Secd 464

B.

Schedule of lots and parts of lots, and improvements thereon, owned by private individuals, adjoining the public buildings at the Harper's Ferry armory, with description of the improvements on each lot, and the price for which the whole can be purchased—these lots and parts of lots being included within the blue lines marked on the accompanying plat.

Number of lot.	Owner of ground.	Owner of buildings.	Description of the buildings.	Price of ground.	Price of buildings.	Total.
11	Mrs. Swayne	Richard D. Doran	A double 2-story brick building, with gallery, finished garret and cellar, 40 by 40 feet, covered with shingles; back building of brick, 2 stories; lower story stores, upper story dwellings	$2,286	$4,000	$6,286
Part of 12	G. B. Wager	Richard D. Doran	A 2-story brick building, and finished garret and cellar, 35 by 30 feet, shingle roof; lower story drug store and shoemaker's shop, upper story dwellings	1,600	1,600	3,200
Part of 12	Henry Yost	Henry Yost	A 2-story brick building, continuation of the foregoing described building, 25 by 30 feet, same finish; lower story country store, upper story dwellings			5,000
16	Mrs. Swayne	— —	A large wooden stable, with hay loft, 60 by 30 feet	182	218	400
17	Mrs. Swayne	J. G. Wilson	A small wooden house, 16 by 14 feet, 1 story	182	18	200
18	G. B. Wager	S. Lover	A wood stable, with hay loft, of little value	182	18	200
19	G. B. Wager	Charles Burton	A small wood stable, with hay loft, 20 by 18 feet	182	28	210
20	G. B. Wager	Philip Coons	A 2-story stone house, 26 by 22 feet, covered with slate	182	1,000	1,182
21	G. B. Wager	G. B. Wager	A 2-story stone house on High street, with basement, 30 by 26 feet, covered with slate, with back buildings all well finished; on the alley a stone stable 26 by 20 feet, with hay loft; also, a stone smoke-house 10 by 9 feet	750	2,050	2,800
22	G. B. Wager	William Megraw	A wooden stable, with hay loft, 27 by 20 feet	182	48	230
23	M. Thompson	M. Thompson	A small wooden building	200	20	220
24	Mrs. Swayne	A. Kelley	A wood black smith's shop, 20 by 18 feet	182	218	400
25	A. & R. Cross	A. & R. Cross	A small wooden shanty	600	50	650
26	Mrs. Swayne	P. Hagan	A 2-story stone house, 30 by 26 feet, slated roof, and a 1-story stone kitchen, 11 by 12 feet	190	900	1,090
27	M. Foley	M. Foley	A 2-story stone house, 30 by 20 feet, slated roof, and 2-story stone kitchen, 28 by 16 feet; shingle roof			2,000
28	Mrs. Swayne	P. Hagan	A 2-story stone house, 26 by 20 feet, slated roof	180	900	1,080

Doc. No. 43.

Schedule of lots and parts of lots, &c.—Continued.

Number of lot	Owner of ground.	Owner of buildings.	Description of the buildings	Price of ground.	Price of buildings.	Total.
29	M. Grace	M. Grace	A 2-story stone house, 28 by 20 feet, with a 1-story stone kitchen, 18 by 15 feet, both slated			$1,500
34	M. Grace	M. Grace	A 2-story stone house, 30 by 18 feet, another stone house, 2-story, 20 by 18 feet—these partially new; and a 1-story wooden house 25 by 20 feet, and one other 1-story wooden house 20 by 12 feet—the wooden buildings of little value			3,000
11	United States	Dr. N. Marmion	A 2-story stone house, with basement and gallery, 35 by 22 feet, and a wooden 1-story back building			2,000
						31,648

HARPER'S FERRY ARMORY, *December* 12, 1844.

JOHN SYMINGTON,
Major of Ordnance.

364

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Dec 12, 1844 155

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Serial
464

April 23, 1856

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U S Statutes at Large

[No. 5.] *Joint Resolution relating to the Public Lands appertaining to the Springfield and Harper's Ferry Armories, and the North Carolina Arsenal.* April 24, 1856.

Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of War be and he is hereby authorized, to exchange and convey the unoccupied lands and appurtenances belonging to the United States, known as the lower Water shops, at the Springfield Armory, in the State of Massachusetts, for such other lands contiguous to the lands attached to said Armory upon the hill at Springfield, as he may deem necessary and proper for the improvement and convenience of said Armory, or in his discretion to sell the said tract known as the lower workshops and appurtenances, and to invest the proceeds of the same, or such part thereof as may be required, in the purchase of such lots or lands contiguous to the said Armory on the hill, as he may deem suitable and proper. For this purpose, he is hereby authorized to convey the title of the United States to the lands and appurtenances hereby authorized to be sold and conveyed, and to receive from individuals or corporate proprietors, deeds and titles to the lands so exchanged, sold or purchased. Exchange of lands at Springfield, Mass.

SEC. 2. *And be it further resolved*, That the Secretary of War be and he is hereby authorized to apply so much of the proceeds of the recent sale of land and lots at Harper's Ferry, as he may deem advisable, to the purchase of such other lots at that place, as he may deem necessary to the safety and convenience of the public buildings belonging to the United States, and that he apply the residue of the proceeds of said sales to the improvement of the property retained by the United States. Proceeds of sale of land at Harper's Ferry may be applied to purchase other land.

SEC. 3. *And be it further resolved*, That the Secretary of War be also authorized to make sale of such portion of the site of the United States arsenal at Fayetteville, North Carolina, as in his judgment is not required for public purposes, and apply the proceeds of such sale, or so much thereof as may be necessary, to the purchase of such additional land for the use of said arsenal, as he may deem necessary. He is for this purpose, authorized to convey the title of the United States for the lands which he may sell, to the purchaser, and to receive proper deeds and titles for the lands which may be purchased by him, as aforesaid. Sale of land at Fayetteville.

Application of proceeds.

APPROVED, April 23, 1856.

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APPENDIX PART II -

U.S. DEEDS TO THE PUBLIC LANDS OF THE U.S. ARMORY AT HARPER'S FERRY, 1796-. 1833

Items No. 1 to 9, Transcribed by James P. Noffsinger in the National Archives, Washington, D. C. in 1958, and copied from his: "Harpers Ferry, West Virginia. Contributions Towards a Physical History," (National Park Service Typescript, Eastern Office of Design and Construction, Philadelphia, Pa., November 1958),.

Items No. 10 and 11 transcribed by Charles W. Snell, 1979.

Last Will of Robert Harper, Berkeley County, Virginia, September 26,1782.
Copy from National Archives Record Group No. 153, Office of the Judge Advocate General, Military Reservation Division, Reservation File, 1809-1942, West Virginia, Box No. 44, Washington, D.C.

"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 recommend /sic./ my Soul to the hands of that God who gave it in hopes of a glorious Resurrection /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 Samples 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 Book, ——

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

Vol. II - U.S. Deeds For Harper's Ferry Lots, 1852-1887

THE ACQUISITION AND DISPOSAL OF PUBLIC LANDS AT THE U. S. ARMY AT HARPERS FERRY, VIRGINIA

1796 - 1885

by

Charles W. Snell

Property of
Harpers Ferry NHP

Volume II

U.S. Deeds for Harper's Ferry Lots, 1852 to 1887

Denver Service Center
National Capital Team
National Park Service
United States Department of the Interior
Denver, Colorado
December 1979

PREFACE

The purpose of Volume II of the study of "the Acquisition and Disposal of Public Lands of the U.S. Armory at Harper's Ferry, West Virginia, 1796-1885," is to document the statements made in the "Narrative History", which has been presented in Volume I, and to provide the details on the disposal of the Public Lands at Harper's Ferry.

In the period September 1852 to June 1885, the United States Government transferred from public to private ownership title to some 3,480 acres of land at Harper's Ferry, selling the property at public sales for a grand total of $ 111,152.47. The land, divided into 509 items, included 503 house lots and 74 Armory dwelling houses. By January 1,1886, all but 16 items had been sold. These properties were disposed of by sale or donation as follows:

Year of Sale	Period in which deeds were issued	No. of Lots sold	Proceeds of Sale	
1852	1852-1868	224	$ 56,227.43	
1869	1870-1880	73	15,446.28	
1869	1869-70	31	donated	
1876	1876-77	2	1,090.00	
1878	1878	1	500.00	
1880	1880	75	4,538.00	
1881	1881	5	120.00	
1884	1884-1887	75	32,325.76	
1885	1885	7	905.00	
TOTALS	1852 - 1887	493	$ 111,152.47	

In Volume II we present the details of each of these sale; this information includes the name of the purchaser, the price paid, the date t he United States issued the deed, the location of each lot sold, and the documentation for each of the 493 items that were sold in the period 1852 to 1885. On Page 81 of this report there will be found a copy of S. Howell Brown's Map of Harper's Ferry, West Virginia," dated November 1869, which sold the location of the house lots offered for sale from 1852-to 1885.

The Documentation for the 493 items sold comes from the following U.S. documents that are located in the National Archives, Washington, D.C.

1. 1852 sale and covering period 1852-68: National Archives Record Group 121, Public Buildings Service, Entry 76, "Deeds from the United States, H arper's Ferry, Ordnance Departmen t (? vols), Volume I.

2. 1869 sale and 1885 sale: Record Group 121, Entry 76, Volume II.

3. 1876 sale of Lots 2 and 5, Block A, Shenandoah Street, by Special Commissioner of U.S. District Court for West Virginia, N. Goff, Jr., Letter of Chief Clerk Webster Elmes to George F. Talbot, Solicitor of the Trea sury, May 29,1877, National Archives Record Group 121, Harpers Ferry Case No. 155. Deeds for these lots from the Court to the purchasers are on file at Registry of Deeds, Jefferson County, Court House, Charles Town, W. Va.

4. 1878, 1880,1881 and 1884 sales: National Archives Record Group 121, Public Buildings Service, Entry 58, "Warrenty Deeds to Lands Conveyed by the Ordnance Department, 1830-1927," 9 4 vols). III, beginning at page 555.

Deeds for these 493 lots are also on file in the Registry of Deeds for Jefferson County at Charles Town, W. Va.

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3. 38 Lots bid for in 1852, but on which the payments were never completed and title reverted to the United States..... 17

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Record Group No. 153-Office Records of the Judge Advocate General -Military Reservations, W. Va., Boxes 44-45.

Item No. 1

Scheduled payments- Records of the Paymaster of the U.S. Armory at Harpers Ferry, October 1852 to December 31,1860:

Sold for	Appraised Value	Auctioned for	Total Bid
Sepember 1852	$ 31,525.00	$ 27,034.83	$ 58,559.83

Cash Payments made: October 1852: $ $ 15,971.95¼ Due: $ 42,476.99 3/4.

Total Collected: As of Dec. 31,1852: $ 18,623.58. ---------- 18,623.58

Payments made in 1853: Dec.31,1852 to April 30,1853: 2,634.98 7/10
May 1,1853-Sept. 1853 ------- 4,803.35½ ----- $ 10,272.23
Sept. 1853- Dec. 31,1853------- 2,834.00

1854 Payments: January 1,1854- Dec. 31,1854 ---------- 9,349.33

1855 Payments: January 1,1855- Dec. 31,1855---------- 6,898.40 1/

1856 Payments: Jan.1 to June 1856------ 3,401.65
July - Sept. 1856 -------- 1,542.17½ ---------- 5,615.64
Sept.- Dec. 31,1856------ 672.02

1857 Payments: Jan. 1- March 31,1857------ 488.08
April - June 30,1857 ------ 224.93---------- 1,000.62
June - Sept. 30,1857-------- 163.74
Oct. - Dec. 31,1857-------- 123.97

1858 Payments: Jan.- June 30,1858 -------- 369.01
July - Sept. 30,1858------ 332.05---------- 823.73
Sept.30- Dec. 31,1858--- 122.67

1859 Payments: Jan.-March 1859---------- 140.85
April- June 30,1859------- 568.07---------- 1,618.90
July - Sept. 30,1859------892.97
Oct. - Dec. 31,1859---- 17601

1860 Payments: Jan. - March 31,1860----- 42.14
April -June 30,1860------ 43.22 ----------197.43
July - Sept. 30,1860------ 88.69
Oct. to Dec. 31,1860------ 23.38

Total collected, 1852 to December 31,1860: $ 54,400.02
Paid in full for 196 lots

Not yet paid in full 28 lots, these payments made 1866-69.

Collected for 38 lots on which payments were never completed: $ 1,758.08-
This sum is included in the total for the 1852-1860 period.

$ 1,827.41 was to be collected during the 1866-69 period for the 28 lots not yet paid for in full.

Item No. 2 1852 Sale of Public Lands and Houses at Harpers Ferry

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
	1	Q	7	Camp Hill	16.00	10/20/52	Durett L Anderson	I	9
	2.	P	2	Camp Hill	71.00	12/12/52	John Arvin	I	10
Private S	3.	B	1	Camp Hill-House	700.00	10/31/56	Bazil Avis	I	419
For Wm. Avis, item ~~222~~.	4.	B	2	Camp Hill	241.00	10/31/56	Bazil Avis	I	61
	5	X	5	Camp Hill	54.00	2/20/68	Jacob Bagent [Bajent [	I	187
Private S	6	D	1	Shenandoah Street-House	375.00	2/20/57	Armistead M. Ball	I	451
	7	L	4	Camp Hill	113.00	4/14/55	Edward N. Bell	I	3
	8	P	9	Camp Hill	104.00	2/20/57	George W. Berry	I	12
	9	P	12	Camp Hill	90.00	2/20/57	George W. Berry	I	127
	10	O	12	Camp Hill	50.00	3/21/55	Thomas Boerly	I	35
	11	Q	10	Camp Hill	25.00	3/21/55	Thomas Boerly	I	35
	12	H	10	Camp Hill	190.00	7/26/66	Joseph Brittain, Jr.	I	179
Private S	13.	D	4	House Camp Hill	1000.00	9/5/56	Adam Brown	I	409
	14	Q	12	Camp Hill	85.00	2/20/57	Robert H. Bruce (Brua)	I	129
	15	V	7	Camp Hill	115.00	2/20/57	Robert H. Bruce (Brua)	I	129
	16.	C	9	Camp Hill	300.00	10/31/56	John W. Buckey	I	59
rivate le	17	G	2	Camp Hill House	500.00	12/12/56	Philip Burkart	I	447
					$ 4,029.00				

Item No. 2 1852 sale of Public Lands and Houses at Harpers Ferry

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Pag
	18	F	5	Camp Hill	265.00	7/3/57	Philip Burkart	I	149
	19	G	7	Camp Hill	245.00	7/3/57	Philip Burkart	I	1
	20.	X	1	Camp Hill	108.00	2/20/68	James H. Burton	I	18
	21	X	2	Camp Hill	90.00	2/20/68	J. H. Burton	I	18
	22	X	3	Camp Hill	100.00	2/20/68	J.H. Burton	I	18
	23	X	14	Camp Hill	70.00	2/20/68	J. H. Burton	I	18
	24.	X	15	Camp Hill	121.00	2/20/68	J. H. Burton	I	18
	25	X	16	Camp Hill	150.00	2/20/68	James H. Burton	I	18
	26	W	4	Camp Hill	56.00	10/13/59	Zadoc Butt	I	16
	27	W	5	Camp Hill	49.00	10/13/59	Zado c Butt	I	16
	28.	J	14	Camp Hill	49.00	12/12/56	Joshua Cavalier	I	83
	29	K	10	Camp Hill	70.00	12/12/56	Joshua Cavalier	I	8
	30	D	9	Camp Hill	259.00	10/13/59	Edmund H. Chambers	I	16
	31	K	2	Camp Hill	167.00	10/13/59	Edmund H. Chambers	I	16
	32	L	8	Camp Hill	140.00	10/13/59	Edmund H. Chambers	I	16
Private S.	33.	B	7	Camp Hill-House	350.00	12/12/56	Singleton Chambers, Jr.	I	435
Private	34	C	3	Camp Hill House	475.00	6/9/57	Singleton Chambers, Sr	I	461
					$ 2,764.00				

Item No. 2 1852 Sales of Public Lands and Houses at Harpers Ferry

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
Private sale	House 35	straddled	Lot 3, Block C	Camp Hill	-	6/9/57	Singleton Chambers, Sr.	I	46
	36	I	15	Camp Hill	120.00	10/20/52	William Chambers	I	11
	37	L	9	Camp Hill	136.00	10/20/52	William Chambers	I	
Private sale	38	C	2	Shenandoah Street-House	650.00	12/7/58	Ralph Cleveland	I	465
Private sale	39	F	1	Camp Hill-House	900.00	9/5/56	Henry W. Clowe	I	403
	40	F	8	Camp Hill	200.00	8/30/56	Henry W. Clowe	I	45
	41.	I	16	Camp Hill	107.00	1/12/54	Andrew Colgan	I	17
	42	D	6	Shenandoah Street	300.00	10/20/52	Mary Coons	I	5
Private Sale	43	D	8	Camp Hill-House	650.00	10/13/59	William D. Copeland	I	467
	44	P	15	Camp Hill	85.00	12/12/56	Paris Corey	I	109
	45	J	9	Camp Hill	55.00	10/13/59	George W. Cox	I	165
Private Sale	46.	F	3	Camp Hill-House	175.00	12/12/56	Ambrose Cross	I	443
	47	F	6	Camp Hill	230.00	12/12/56	Ambrose Cross	I	73
Public sale	48	E	6	Camp Hill	500.00	12/12/56	Rezin Cross	I	71
	49	O	3	Camp Hill	85.00	12/12/56	Emanuel Crowl	I	97
	50.	N	1	Camp Hill	66.00	12/12/56	George Crowl	I	93
	51	O	2	Camp Hill	245.00	12/13/56	George Crowl	I	93
					$ 4,504.00				

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
rrivate sale	52	F	2	Camp Hill -House	950.00	6/9/57	Jacob Crowl	I	45
	53	P	5	Camp Hill	84.00	12/12/56	George R. Cruzen	I	105
Private Sale	54	G	4	Camp Hill House	1000.00	9/5/56	John F. P. Daingerfield	I	40
	55	G	5	Camp Hill	225.00	9/5/55	John F. P. Daingerfield	I	4
	56	W	18	Camp Hill	29.00	9/5/55	John F. P. Daingerfield	I	4
	57	W	19	Camp Hill	17.00	9/5/55	John F. P. Daingerfield	I	4
	58.	W	12	Camp Hill	70.00	3/11/68	Frederick Dieterlin	I	19
	59	W	16	Camp Hill	42.00	3/11/68	Frederick Dieterlin	I	19
	60	P	16	Camp Hill	80.00	12/12/56	Jeremiah Donavan	I	11
See item 221	61	F	3	Shenandoah Street	237.00	11/25/54	Michael Doran	I	2
Private sale	62	G	3	Camp Hill- House	600.00	10/13/59	John Duke	I	469
	63	I	14	Camp Hill	80.50	12/12/56	Lawrence Finlan	I	79
Private sale	64	B	4	Camp Hill House	400.00	7/7/55	Isaac Fleming	I	40
	65	L	3	Camp Hill	105.00	4/14/55	Henry I Fosset	I	3
	66	O	5	Camp Hill	72.00	10/23/54	Isaac Fouke	I	25
	67	P	3	Camp Hill	56.00	10/23/54	Isaac Fouke	I	25
	68	Q	11	Camp Hill	80.00	10/23/54	Isaac Foube	I	2
					$4,107.50				

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Pag
	69	X	6	Camp Hill	47.00	10/23/54	Isaac Fouke	I	25
	70	X	7	Camp Hill	49.50	10/23/54	Isaac Fouke	I	25
	71	X	10	Camp Hill	40.50	10/23/54	Isaac Fouke	I	25
	72	X	11	Camp Hill	50.50	10/23/54	Isaac Fouke	I	25
	73	No.1	1	Camp Hill	130.00	10/23/54	Isaac Fouke	I	25
	74	J	15	Camp Hill	70.00	11/30/54	William Froggatt	I	3
	75	X	9	Camp Hill	22.00	11/30/54	William Froggatt	I	31
	76	Z	7	Camp Hill	50.00	11/30/54	William Froggatt	I	31
	77	B	3	Camp Hill	212.00	11/23/60	William Froggatt	I	177
	78	Z	2	Camp Hill	78.00	11/23/60	William Froggatt	I	17
Private sale	79.	B	12	Camp Hill-House	400.00	10/13/59	Jeremiah Fuss	I	47
	80	Z	1	Camp Hill	41.00	10/13/59	Jeremiah Fuss	I	17
	81	M	3	Camp Hill	85.00	8/4/55	Henry Gannon	I	41
	82	M	4	Camp Hill	85.00	8/4/55	Henry Gannon	I	41
	83	W	14	Camp Hill	52.00	12/7/58	Michael Garlock	I	15
Private Sale	84	B	5	Shenandoah Street-House	900.00	12/12/56	George W. Gompf	I	42
	85	W	15	Camp Hill	51.50	2/20/57	George W. Gompf	I	131
	For William Graham, see Items 223 and 224.				$ 2,369.00				

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
	86	O	7	Camp Hill	85.00	12/12/56	Thomas W. Green.	I	99
	87	O	10	Camp Hill	21.00	12/12/56	Thomas W. Green	I	9
	88.	M	1	Camp Hill	126.00	12/12/56	Charles Haddinott	I	91
	89	M	2	Camp Hill	116.00	12/12/56	Charles Haddinott	I	91
	90.	K	8	Camp Hill	33.00	9/5/56	Hiram Herrington	I	49
	91	K	13	Camp Hill	10.50	9/5/56	Hiram Herrington	I	49
	92	[illegible]	5	Camp Hill	51.00	1/3/68	William Hewitt	I	185
	93	Z	6	Camp Hill	51.00	1/3/68	William Hewitt	I	185
	94	G	6	Camp Hill	221.00	2/20/57	John J. Hobbs	I	133
	95	E	4	Camp Hill	310.00	10/31/56	John Hofer	I	57
Private sale	96	D	4	Shenandoah Street-House	1100.00	9/5/56	Philip Hoffman	I	41
	97	O	1	Camp Hill	110.00	12/12/56	James W. Hyatt	I	9
	98	No. 3	1	Camp Hill	488.50	12/7/58	Thomas Jenkins	I	15
	99	No.3	2	Camp Hill	-	12/7/58	Thomas Jenkins	I	15
	100	No. 3	3	Camp Hill	-	12/7/58	Thomas Jenkins	I	155
	101	No.3	4	Camp Hill	-	12/7/58	Thomas Jenkins	I	155
	102	No. 3	5	Camp Hill	-	12/7/58	Thomas Jenkins	I	15
					$ 2,723.00				

1852 sale of Public Lands and Houses at Harpers Ferry

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
Private Sale	103	C	4	Shenandoah Street-House	400.00	9/5/56	John B. Johnson	I	41
	104	No.1	2	Camp Hill	101.00	12/12/56	Peter Jones	I	12
	105	O	8½	Camp Hill	100.00	2/20/57	Henry Keller	I	1
	106	O	9	Camp Hill	30.00	2/20/57	Henry Keller	I	13
	107	K	9	Camp Hill	39.00	8/29/55	John H King	I	4
	108	K	12	Camp Hill	5.00	8/29/55	John H King	I	4
Private sale	109	E	1	Camp Hill-House	900.00	7/26/66	Meshac Kirby	I	487
Private sale	110	B	9	Camp Hill-House	275.00	10/31/56	William G. Kirby	I	421
Private sale	111	A	4	Camp Hill-House	500.00	2/20/57	Marine F Kreeps	I	45
	112	I	12	Camp Hill	33.00	12/7/69	Henry Krout	I	19
	113	P	17	Camp Hill	54.25	12/7/69	Henry Krout	I	195
	114	A	7	Camp Hill	195.00	9/5/56	Thomas K. Laley	I	51
	115	K	5	Camp Hill	70.00	9/5/56	Thomas K. Laley	I	51
Private sale	116	B	10	Camp Hill-House	275.00	10/31/56	Martin Leese	I	423
	117	B	11	Camp Hill	230.00	10/31/56	Martin Leese	I	59
Private sale	118	B	8	Camp Hill-House	300.00	12/12/56	William Lenox for his Mother Elizabeth (also Lennox),	I	44
	119	C	1	Shenandoah St.(2 houses)	2505.00	12/12/56	Edward Lucas, Jr.	I	65
					$ 6,012.25				

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Pag
	120	Z	8	Camp Hill	45.00	12/12/56	Edward Lucas, Jr	I	65
	121	K	1	Camp Hill	154.00	12/12/56	Edward Lucas, Jr	I	65
	122	K	3	Camp Hill	157.00	12/12/56	Edward Lucas, Jr.	I	65
	123	K	4	Camp Hill	105.00	12/12/56	Edward Lucas, Jr.	I	65
Private Sale	124	C	5	Shenandoah St.-House	675.00	7/26/66	George P. and Emily Marquett	I	48
Private sale	125	E	5	Camp Hill-House	800.00	12/12/56	Asa Marsteller	I	44
Private sale	126	F	1	Shenandoah St.-House	600.00	12/12/56	William H. Martin	I	43
	127	D	7	Camp Hill	320.00	12/12/56	William H. Martin	I	6
	128	D	7	Shenandoah St.-House	912.00	12/12/56	John Mason	I	61
Private sale	129.	E	5	Shenandoah St- House	500.00	1/18/58	Joseph Mathews	I	463
	130	I	11	Camp Hill	26.00	12/12/56	Patrick Ma guire	I	77
Private sale	131	C	8	Shenandoah St.- House	400.00	12/12/56	Bernard McCabe	I	431
Private sale	132	C	9	Shenandoah St.-H ouse	600.00	5/11/60	Francis McCabe	I	479
	133	Q	9	Camp Hill	40.00	12/7/69	William McCoy	I	19
	134	W	6	Camp Hill	63.00	12/7/69	William McCoy	I	19
	135	W	7	Camp Hill	70.00	12/7/69	William McCoy	I	197
	136	J	4	Camp Hill	259.00	3/11/68	William McDaniels	I	19
					$ 5,726.00				

Item No. 2 1852 Sale of Public Lands and Houses at Harpers Ferry

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
Private sale	137	E	3	Camp Hill House	900.00	10/13/59	Joseph McKee.	I	47
Private sale	138	C	5	Camp Hill House	675.00	9/5/56	John McClellan, Jr.	I	415
Private sale	139	D	1	Camp Hill-House	600.00	10/13/59	Francis C. Melhorn	I	47
	140	C	6	Camp Hill	332.00	12/12/56	James A. Merrick	I	67
	141	I	3	Camp Hill	136.00	12/7/69	Shedrach F. Merrick	I	19
	142	P	11	Camp Hill	107.00	12/7/69	Isaiah F. Miller	I	20
Private Sale	143	C	7	Camp Hill -House	675.00	12/12/56	Joseph W. Miller	I	43
Private Sale	144	House No. 55, south side of High or Washington St., just above 6 acre Res. House			1100.00	11/29/56	James Mills	I	425
	145	W	17	Camp Hill	30.00	8/1/54	John Hysinger	I	19
	146	L	2	Camp Hill	100.00	12/12/56	Robert Nicholson	I	89
Private sale	147	E	4	Shenandoah St.-House	400.00	2/20/68	Anthony & Mary Nunnamaker	I	49
	148	C	1	Camp Hill	342.00	2/20/57	George Nunnamaker	I	13
	149	I	7	Camp Hill	264.00	2/20/57	George Nunnamaker	I	13
	150	J	1	Camp Hill	257.00	12/12/56	William Orme	I	8
	151	J	16	Camp Hill	100.50	12/12/56	William Orme	I	8
	152	H	5	Camp Hill	107.00	10/13/59	George Ott	I	16
	153	H	6	Camp Hill	97.00	10/13/59	George Ott	I	16
					$ 6,222.50				

1852 sale of Public land and houses at Harpers Ferry

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
	154	J	8	Camp Hill	53.00	7/3/57	John F. Price	I	151
Private Sale	155	C	2	Camp Hill-House	425.00	7/26/66	Michael D. Price	I	485
	156	X	8	Camp Hill	47.00	10/13/59	Henry Rhul	I	169
	157	X	9½	Camp Hill	48.00	10/13/59	Henry Rhul	I	169
Private sale	158.	H	2	Camp Hill-House	1100.00	5/11/60	Adam Rhulman	I	477
	159	H.	8	Camp Hill	80.00	5/11/60	Adam Rhulman	I	171
	160	H	9	Camp Hill	137.00	5/11/60	Adam Rhulman	I	173
	161.	I	I	Camp Hill	325.00	12/12/56	William Richards	I	75
Private sale	162	D	3	Camp Hill-House	1000.00	12/12/56	William D. Riley	I	4
	163	W	8	Camp Hill	71.00	10/20/52	John L. Rowe	I	13
	164	W	9	Camp Hill	86.00	10/20/52	John L. Rowe	I	1
	165	W	13	Camp Hill	58.00	10/20/52	William T. Rowe	I	1
Private sale	166	A	2	Camp Hill-House	250.00	3/22/54	John Russell	I	3
	167	L	7	Camp Hill	150.00	2/20/57	Nathan Sagle	I	1
Private sale	168	F	4	Camp Hill	600.00	12/12/56	Philip Schaarsmann	I	1
	169	No.1	3	Camp Hill	101.00	12/12/56	William Sagle	I	1
	170.	P	7	Camp Hill	80.00	12/12/56	John Shewbridge	I	1
					$ 4,611.00				

Item 2 August 1852 Sale of Public Lots and Houses at Harpers Ferry

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
	171	P	13	Camp Hill	80.50	12/12/56	John Shewbridge	I	107
	172	K	6	Camp Hill	56.00	12/12/56	Samuel Shewbridge	I	8
	173	K	7	Camp Hill	44.00	12/12/56	Samuel Shewbridge	I	8
	174	K	14	Camp Hill	96.00	12/12/56	Samuel Shewbridge	I	85
	175	P	20	Camp Hill	34.00	12/12/56	John Sleppy	I	113
	176	M.	5	Camp Hill	26.00	10/13/59	John Smithoz [Smittoz]	I	159
	177	N	4	Camp Hill	30.00	10/13/59	John Smithoz	I	159
	178	N	5	Camp Hill	35.00	10/13/59	John Smithoz	I	159
	179	N	6	Camp Hill	15.00	10/13/59	John Smithoz	I	159
	180	N	7	Camp Hill	41.00	10/13/59	John Smithoz	I	159
Private Sale	181	E	5	Shenandoah St.-House	550.00	2/20/57	William S. Snook	I	45
	182	I	8	Camp Hill	356.00	10/18/52	Dennis Snook	I	3
	183	I	2	Camp Hill	205.00	9/8/54	Daniel O. Snyder	I	21
Private sale	184	F	2	Camp Hill-House	475.00	10/18/52	Emanuel Spangler	I	39
	185	F	7	Camp Hill	221.00	10/16/52	Emanual Spangler	I	
	186	O	16	Camp Hill	75.00	11/23/60	John Spangler	I	17
	187	NO 1	4	Camp Hill 1 1/8 acres	112.50	11/23/60	John Spangler	I	17
					$2,452.00				

item No. 2 1852 sale of Public Lands and Houses at Harpers Ferry

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
	188	W	1	Camp Hill	85.00	12/12/56	Jacob F. Sponceller	I	117
	189	X	4	Camp Hill	89.00	11/6/54	Arnold S. Stephens	I	27
	190	X	13	Camp Hill	64.00	11/6/54	Arnold S. Stephens	I	27
Private sale	191	C	3	Shenandoah St.-House	600.00	2/20/68	Henry & Catherine Stipes	I	489
	192	O	15	Camp Hill	20.00	12/12/56	John W. Stover	I	101
	193.	O	4	Camp Hill	77.00	1/3/68	Jefferson Tacey	I	18
Private sale	194.	C	10	Shenandoah St- House	805.00	4/24/66	Samuel Trail	I	481
	195	W	2	Camp Hill	76.00	12/12/56	William Turk	I	119
	196	Y	1	Camp Hill	210.00	9/854	John Colin Unseld	I	23
	197	Y	2	Camp Hill	-	9/8/54	J.C. Unseld	I	23
	198	Y	3	Camp Hill	-	9/8/54	J.C. Unseld	I	23
	199	Y	4	Camp Hill	-	9/8/54	J.C. Unseld	I	23
	200	Y	5	Camp Hill	-	9/8/54	J.C. Unseld	I	23
	201	Y	6	Camp Hill	-	9/8/54	J. C. Unseld	I	23
	202	Y	7	Camp Hill	-	9/8/54	J.C. Unseld	I	23
	203	X	8½	Camp Hill	16.00	1/13/55	Jacob Walthe s	I	33
	204	V	9	Camp Hill	100.00	12/12/56	George C. Ware	I	11
					$ 2,142.00				

Item No. 2 1852 sale of Public Lots and Houses at Harpers Ferry

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
Private Sale	205	C	7	Shenandoah St.-House	275.00	10/5/52	James Watson.	I	395
	206	A	3	Camp Hill	191.00	10/1/57	George A. Weaning	I	151
	207	A	6	Camp Hill	215.00	12/21/67	John Weaning	I	181
	208.	W	3	Camp Hill	76.00	12/12/56	John W. Webb	I	121
	209.	C	8	Camp Hill	317.00	6/9/57	Alexander S. Wentzle	I	147
	210	Q	13	Camp Hill	160.00	6/9/57	Alexander S. Wentzle	I	14 14
Private sale	211.	B	6	Camp Hill-House	950.00	9/5/56	Benjamin Wentzle	I	41
	212	B	5	Camp Hill	240.00	9/5/56	Benjamin Wentzle	I	53
	213	O	13	Camp Hill	30.00	10/20/52	John G. Wilson	I	7
	214	Q	14	Camp Hill	45.00	10/20/52	John G. Wilson	I	7
Private Sale	215	D	6	Camp Hill-House	650.00	6/9/57	William F. Wilson	I	45
	216	D	5	Camp Hill	348.00	6/9/57	William F. Wilson	I	14
	217	L	1	Camp Hill	125.00	12/12/56	Peter Woodhall	I	8
Private sale	218	C	6	Shenandoah St.-House	800.00	12/12/56	Andrew J. Wright	I	429
Private sale	219.	H	1	Camp Hill-house	825.00	9/5/56	Daniel J. Young	I	407
Private sale	220	G	1	Camp Hill-House	1000.00	6/9/54	Jerome B. Young	I	399
See 1	221	A	5	Camp Hill	238.00	11/25/54	Michael Doran	I	
					$ 6,475.00				

1852 Sale of Public Land and Houses At Harpers Ferry

Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
222	P	1	Camp Hill	100.00	6/9/57	William Avis	I	143
223	O	6	Camp Hill	75.00	6/9/57	William Graham	I	145
224	O	11	Camp Hill	32.00	6/9/57	William Graham	I	145
SOLD:	224 lots and		53 houses	$ 54,469.33		136 purchasers		
	38 lots and 1 house bid on but payments not completed			Paid 54,469.33	Bid	26 bidders		
				$1758.08	$4,311.50			
	50 lots offere for sale but not bid on.							
	312 lots-54 houses offered for sale in 1852.							
				Total Receipts	Total Bid			
				$ 56,227.43	$ 58,670.75			

Page total: 207.00.

Lot bid on in 1852 but on which the payments were never completed

Item No.3	Item	Block	Lot	Location	Price bid	Total Pd to-12/31/60	Bidder
	18	J	6	Camp Hill	180.00	157.49	Thomas Landerlin
	19.	I	5	Camp Hill	70.00	17.50	Henry Lee
	20.	W	10	Camp Hill	105.00		Joseph Lemon
	21	W	11	Camp Hill	110.00	0.00	Joseph Lemon
Private sale	22	H	4	Camp Hill-House	400.00	156.25	Thomas Llewellyn
	23	J	7	Camp Hill	121.00	0.00	James Logan
	24	O	8	Camp Hill	86.00		Dennis Marsteller
	25	O	9½	Camp Hill	21.00	54.25	Dennis Marsteller
	26	J	5	Camp Hill	255.00	95.62	James Merrick
	27	N	8	Camp Hill	38.00		Thomas Needham
	28	N	9	Camp Hill	41.00		Thomas Needham
	29	N	10	Camp Hill	36.00	46.71	Thomas Needham
	30.	G	8	Camp Hill	260.00	211.24	Anthony Nunnamaker
	31	P	10	Camp Hill	106.00		George Percy
	32	V	8	Camp Hill	121.00	74.48	George Percy
	33	K	11	Camp Hill	39.00	0.00	Michael D. Price
	34	N	3	Camp Hill	57.00	14.25	James N. Sparrow
						$ 827.79	

Item No. 3 Lots Bid for in 1852 but on which the payments were never completed.

Item	Block	Lot	Location	Price bid	Total Pd. to 12/31/60	Bidder		
1	Q	8	Camp Hill	21.00		Durett S. Anderson		
2	P	4	Camp Hill	53.00	$ 42.78	Durett S. Anderson		
3.	Z	4	Camp Hill	206.00	0	Isaac Baylis		
4	C	11	Shenandoah Street	510.00	262.33	James A. Beckham		
5	V	6	Camp Hill	85.00	28.66	James A. Beckham		
6.	P	18	Camp Hill	29.00		Daniel Chambers		
7.	P	19	Camp Hill	27.00	14.00	Daniel Chambers		
8.	P	6	Camp Hill	79.00		Fayette I. Conrad		
9	P	14	Camp Hill	125.00	51.00	Fayette I. Conrad		
10	N	2	Camp Hill	50.00	17.58	George Corkrill		
11.	L	5	Camp Hill	147.00		Nottey W. Dearing		
12	L	6	Camp Hill	160.00	134.35	Nottey W. Dearing		
13.	I	6	Camp Hill	88.00	33.00	Frederick Doffer		
14.	X	12	Camp Hill	56.00	42.00	George W. Dudlow		
15	I	10	Camp Hill	27.50	6.87	Louis Hoffenbrodel		
16	O	14	Camp Hill	23.00		Samuel Kilham		(1)
17	Z	3	Camp Hill	275.00	200.20	Samuel Kilham		(1)
					$ 822.77			

(1) On December 6,1869, Lydia A. Kilham brought -Block O-Lot 14 for $ 2.00
Block Z Lot 3 for $ 10.00.

Item and Lots Bid for in 1852 but on which payments were never completed

Item	Block	Lot	Location	Price Bid	Total Pd to 12/31/60	Bidder
35	H	7	Camp Hill	96.00	37.50	Jacob Howard Strider
36	P	8	Camp Hill	100.00	34.37	Daniel M. Whitehouse
37	I	4	Camp Hill	100.00		John R. Zimmerman
38	I	13	Camp Hill	43.00	35.75	John R. Zimmerman
38 items 38 lots and one house				$ 4311.50	$ 1.758.08(1)	26 bidders.

(1) Record Group 153-Office of the Judge Advocate General- Military Reservation s Division,1809-1942, Box No. 45: Accounts of the Sale of Public Lots and Houses Harpers Ferry Armory, Va., October 1852 to December 31,1860, prepared by the Paymaster of the Armory. Report for Oct.1,1860 to December 31,1860- shows total bid, paid, and still owed for each lot. National Archives, Washington,D.

ITEM NO.				
		50 Vacant Lots offered for Sale in 1852 and 53 on which not bidd were received:		
	J	10, 11, 12, 13- located in a ravine . 4 lots		
	Q	1, 2, 3, 4, 5, 6.	6 lots	3 bidders made no down payments on their
	Q	15, 16, 17, 18, 19, 20.	6 lots	lots, making the total number who
	R	1 to 8	8 lots	paid at least a third, 23 bidders.
	S	1 to 6	6 lots	
	T	1 to 4	4 lots	
	U	1 to 4	4 lots	
	V	1 to 5	5 lots	
	No. 2	1 to 7	7 lots	
			50 lots	

Item No. 5 August 31-September ?,1852 Sale of Public Lots and Houses, Harpers Ferry

Area	Blocks	Total of Lots	Lots Sold	Price	Houses Sold	Lots Leased	Lots bid for, but not pd in full	Lot not bid
Shenandoah Street	A	0	0	0	0	0	Arsenal Square	0
"	B	2	1	$ 900.00	1	1	0	0
"	C	11	10	7,972.33	11	0	1	0
"	D	7	5	3,187.00	4	2	0	0
"	E	5	3	1,787.00	3	1	0	0
Shenandoah Street: Subtotal		25	20	$ 13,846.33	19	4	1	0
Camp Hill	A	8	6	$ 1,588.00	2	2	0	0
" "	B	12	12	4,573.00	8	0	0	0
" "	C	9	9	3,541.00	4	0	0	0
" "	D	9	8	4,827.00	5	1	0	0
" "	E	6	6	4,360.00	4	0	0	0
" "	F	8	8	3,066.00	4	0	0	0
" "	G	8	7	4,002.24	4	0	1	0
" "	H	10	7	2,829.75	2	1	2	0
" "	I	16	10	1,745.62	0	1	5	0
" "	J	17	7	1,088.61	0	3	3	4
" "	K	14	13	1,006.50	0	0	1	0

Item No. 5 August 31-September 2,1852 Sale of Public Lots and Houses, Harpers Ferry

Area	Blocks	Total of Lots	Lots Sold	Price	Houses Sold	Lots Leased	Lots bid for, but not pd in full	Lot not bid on
Camp Hill	L	9	7	$ 1,003.35	0	0	2	0
" "	M	5	5	438.00	0	0	0	0
" "	N	10	5	264.54	0	0	5	0
" "	O	18	15	1,161.25	0	0	3	0
" "	P	20	13	1,242.38	0	0	7	0
" "	Q	20	7	451.00	0	0	1	12
" "	R	8	0	0	0	0	0	8
" "	S	6	0	0	0	0	0	6
" "	T	4	0	0	0	0	0	4
" "	U	4	0	0	0	0	0	5
" "	V	9	2	243.66	0	0	2	5
" "	W	19	17	981.50	0	0	2	0
" "	X	18	17	1,208.50	0	0	1	0
" "	Y	7	7	210.00	0	0	0	0
" "	Z	8	6	516.20	0	0	2	0
" "	No.1	4	4	444.50	0	0	0	0
" "	No. 2	7	0	0	0	0	0	0

Item No. 5 August 31-September ?,1852 Sale of Public Lots and Houses, Harpers Ferry

Area	Blocks	Total of Lots	Lots Sold	Price	Houses Sold	Lots Leased	Lots bid for, but not pd in full	Lot not bid o
Camp Hill	No.3	5	5	488.50	0	0	0	0
High Street	House No. 55	1	1	1,100.00	1	0	0	0
Camp Hill Subtotal		299	204	$ 42,381.10	33	8	37	50
Shenandoah Street Subtotal		25	20	$ 13,846.33	19	4	1	0
Grand Total		324	224	$ 56,227.43	52	12	38	50
LOTS SOLD			224	$ 54,469.33	52			
ts Bid for			38	1,758.10	1	title reverted to U.S.		
Lots leased			12	0	0			
Lots Not bid for			50	0	0			
Totals:			324	$ 56,227.43	53			

SECTION II - DATA RELATING TO

THE SALE OF NOVEMBER 30, DECEMBER 1 and 2, 1869

1. U.S. Deeds for 81 Lots Purchased at the 1869, 1876, and 1878 Sales..... 24

2. U.S. Deeds for 31 Donated Lots, 1869-70..... 29

3. 1869 Bidders who abated and assigned their lots to other people, 46 lots abated, 24 lots assigned to other people, 1878-80..... 31

4. List of 1869 bidders who cancelled their bonds in December 1869 and in 1878, 154 lots..... 34

5. Value of U.S. Lots sold in 1869, by Block and Total..... 44

"Deeds from United States, Harpers Ferry, Ordnance Department(? vols), II

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
	1	A	2	Shenandoah St	685.00	187	Thomas A. Kirwin .		(1)
1 A	2	1,600	acres	Friend's Ore Bank	3,500	31 Oct. 1879	Ahl, Daniel & John A.	II	27
2 A	3	P	19	Camp Hill	22.65	Feb. 4/ 1880	Mary Anderson	II	51
3A	4	KK	8	Camp Hill	37.75	2/3/80	Julia Beale	II	47
	5	No.2	1	Camp Hill	15.00	1/13/70	Nancy Blanham	II	8
4A	6	DD	1	Camp Hill	37.75	10/31/79	John Billman	II	29
	7	Wager Lot	29	6 acre Reservation	80.00	1/13/70	Bridget Boerly	II	5
5A	8.	KK	7	Camp Hill	75.50	2/21/80	Nathan C. Brackett	II	57
6A	9.	A	1	Shenandoah St.	450.00	11/6/79	Thomas J. Burley	II	30
	10.	MM	12	Camp Hill	57.00	?.16/70	William B. Chambers	II	13
7A	11	Wager Lot	20	Six Acre Res.-House	755.00	1/28/85	Mary D. Cochrane	II	60
8A	12	N	2	Camp Hill	30.20	1/13/80	Samuel Coleman	II	39
	13	GG	1	Camp Hill	50.00	1/13/70	Colored Methodist Church	II	1
	14	Z	4	Camp Hill	5.00	1/13/70	" " "	II	1
9A	15.	A	7	Shenandoah Street	300.00	11/6/79	James & Mary Conway	II	31
10A	16.	Wa ger Lot	19	6-acre res. with house	453.00	1/31/80	Patrick Daley	II	43
11A	17	MM	2	Camp Hill	60.40	11/16/80	Henry B. Dean	II	59
				2 houses	6,614.25				

A means price abated under Act of June 14,1878 (1) sold by U.S. District Court of W.Va., 1876-77.

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
12A	18	V	8	Camp Hill	15.10	1/31/80	James W. Dandridge	II	46
13A	19	LL	4	Camp Hill	45.50	12/24/79	John Doody	II	37
14A	20.	BB	4	Camp Hill	60.40	2/10/80	Michael Doran	II	55
15A	21	GG	8	Camp Hill	22.65	1/13/80	Mary J. Earnshaw	II	38
16A	22	I	6	Camp Hill	22.65	2/3/80	Dorsey H. Erwin	II	48
17A	23.	B	1	Shenandoah St.	300.00	11/21/79	John E. Erwin	II	34
18A	24.	Wager Lot	34	6 acre Res.	151.00	2/5/80	Catherine Fitzpatrick	II	52
19A	25	BB	1	Camp Hill		2/5/80	" "	II	5
20A	26	BB	7	Camp Hill		2/5/80	" "	II	5
	27	No.2	4	Camp Hill	9.81	with interest-bid 6.50 2/12/80	" "	II	5
21A	28.	I	5	Camp Hill	22.65	2/5/80	Francis Gannon	II	53
22A	29.	A	3	Shenandoah Street	300.00	11/27/80	George W. Green	II	33
23A	30.	A	4	Shenandoah Street	300.00	11/27/80	" "	II	33
24A	31.	AA	3	Camp Hill	60.40	1/28/80	Patrick Higgins	II	42
	32.	GG	7	with interest- bid Camp Hill	82.12	60.00 8/6/77	William B. Hill	II	26
	33.	Q	6	Camp Hill	5.00	1/13/70	Thomas Jefferson	II	15
	34.	LL	1	Camp Hill	65.00	1/13/70	Oliver T. Kemp	II	11
					$1,462.28				

A means price abated under Act of June 14,1878.

DECEMBER 6, 1869 SALE ; U.S. DEEDS

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
	35	Z	3	Camp Hill	10.00	2/7/72	Lydia A. Kilham	II	24
	36	O	14	Camp Hill	2.00	2/7/72	" "	II	25
	37	T	1	Camp Hill	43.00	1/13/70	Bettie E. Koonce	II	10
	38.	H	7	Shenandoah Street	85.00	2/16/70	George Koonce	II	6
	39	G	8	Camp Hill	75.00	2/16/70	" "	II	6
	40	MM	5	Camp Hill	65.00	2/16/70	" "	II	6
	41	MM	6	Camp Hill	60.00	2/16/70	" "	II	6
	42	Q	16	Camp Hill	8.00	2/16/70	" "	II	6
	43	Q	19	Camp Hill	3.00	2/16/70	" "	II	6
25A	44.	AA	2	Camp Hill-House	500.00	1/31/80	Polly McArthur	II	44
26A	45	MM	14	Camp Hill	22.65	8/26/80	Polly McArthur	II	58
	46.	MM	10	Camp Hill	44.00	1/13/70	Annie L. McCarty	II	16
	47	J	5	Camp Hill	70.00	4/4/70	Sarah A. McDaniel	II	18
27A	48	T	3	Camp Hill	15.10	2/3/80	Joseph A. McFadden	II	49
	49.	Wager Lot	26	6-Acre Res. House	1000.00	1/10/72	James McGraw	II	2
28A	50.	B	3	Shenandoah St. -House	1200.00	2/5/80	James C., M.T. & C.A. McGraw	II	5
	51.	A	5	Shenandoah St.	405.00		Lawrence A. Montague		(2)
				3 houses	3,607.75				

A means price abated under Act of June 14,1878.

(2) sold by U.S. District Court for W.Va., 1876-77.

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
29A	52	Wager Lot	22	6-Acre Res. House	604.00	10/31/79	Alexander Murph y	II	28
	53	No.2	7	Camp Hill	10.00	1/13/70	James Musgrove	II	17
	54	N	10	Camp Hill	9.00	1/13/70	James Musgrove	II	17
30A	55	JJ	2	Camp Hill	40.00	6/3/85	James D. Butts	II	60
31A	56	JJ	3	Camp Hill	40.00	6/3/85	James D. Butts	II	60
	57.	Wager Lot	21	6-acre rest -House	2275.00	1/10/72	Edith O'Donnell	II	2
	58.	S	1	Camp Hill	11.00	1/13/70	Trueman W. Potterfield	II	1
	59.	W	10	Camp Hill	5.00	1/10/72	Mary D. Price	II	23
	60	W	11	Camp Hill	5.00	1/10/72	Mary D. Price	II	2
	61	N	9	Camp Hill	10.00	1/13/70	Harrison Robinson	II	3
32 A	62.	GG	4	Camp Hill	120.80	2/3/80	James Harrison Robinson	II	50
33 A	63	GG	5	Camp Hill		2/3/80	James Harrison Robinson	II	50
34 A	64	HH	1	Camp Hill	60.40	12/18/79	Henry G. Rowson	II	35
	65.	AA	8	Camp Hill	10.00	1/13/70	Henry Russell	II	1
35 A	66.	MM	1	Camp Hill	64.40	1/21/80	Storer College	II	40
A	67	HH	3	Camp Hill	120.80	1/31/80	Storer College	II	45
37 A	68	HH	4	Camp Hill		1/31/80	Storer College	II	4
				2 houses	$ 3,385.40				

A means abated price. Abated under Act of June 14,1878.

DECEMBER 6,1869 Public Lands Sale at Harpers Ferry

	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
38 A	69	AA	1	House Camp Hill	362.40	12/18/79	Storer College	II	36
39 A	70	MM	11	Camp Hill	30.20	1/21/80	Storer College	II	41
	71	HH	2	Camp Hill	205.00	1/13/70	James L. Shewbridge	II	7
	72.	BB	6	Camp Hill	5.00	1/13/70	Valinda Stipes	II	4
	73	T	2	Camp Hill	65.00	5/12/70	Idward Tearney	II	19
4CA	74.	A	6	Shenandoah Street	300.00	11/6/79	John L. Walsh	II	32
	75	II	1	Camp Hill House	1200.00	12/5/71	Mary D. Young	II	20
	76	No. 2	5	Camp Hill	4.00	1/13/70	Francis Zoll	II	9
	77	II	3	Camp Hill	130.00	1/13/70	Va. Lodge No. 1 Ind.Order, Odd Fellows	II	2
41A	78	P	4	Camp Hill	10.00	6/2/85	James M.C. Bird [or Board]	II	60
42A	79	KK	13	Camp Hill	20.00	5/15/85	Casper Hutzell	II	60
43A	80	KK	14	Camp Hill	20.00	6/23/85	John C. Mitchell	II	60
44A	81	MM	4	Camp Hill	20.00	6/26/85	Joseph T. Young	II	60
	Total	80 lots and 9 houses sold 32 lot donated by U.S. to 10 organizations.			$ 17,441.28		61 purchasers 59 purchasers 79 lots in		1869
	35 of 121 original bidders had ---------- prices on 44 lots abated. 27 of 121 original bidders paid cash ------- prices on 37 lots unabated 2 bidders purchases of U.S. Court in 1877 ---------- 2 lots 62 of original bidders cancelled their bonds on 149 items under Act of June 14,1878- Total of items offered						D.C.1869- 218.		
	82	Byrnes 7Cacres, Factory	Idland & Island A- opposite Musket in Potomac Rivers		500.00	6/15/78	B & O R.R. Co.	III	55
					$ 17,941.28				

Item No. 2

PUBLIC LOTS DONATED BY THE UNITED STATES, HARPERS FERRY, 1869-70

	Item	Block	Lot	Location	Purpose	Deed Date	Purchaser	Vol.	Pa
	1	E	2	Shenandoah Street	school	1/13/70	Board of Education District 24	II	22
	2	I	9	Camp Hill	school	1/13/70	Board of Education, District 23	II	22
	3	Female Seminary	Lot	Camp Hill	school	1/13/70	Board of Education	II	2
	4	D	2	Shenandoa h Street	Parson-age	1/13/70	Catholic Church	II	2
	5	Catholic School	Lot	North side of Shenandoah Street	school	1/13/70	Catholic Church	II	22
	6.	B	4	Shenandoah Street	market house	1/13/70	Town Govt., Harpers Ferry	II	22
	7	Public Square		Camp Hill	town square	1/13/70	Town Govt., Harpers Ferry	II	2
	8.	Union Square		Bolivar	town square	1/13/70	Town Govt., Harpers Ferry	II	2
	9	Pine Grove Cemetery		Camp Hill 6 acres	cemetery	1/13/70	Town Govt. Harpers Ferry	II	22
	10	Jefferson's Lot		North side of Shenandoah St.	town park	1/13/70	Town Govt. Harpers Ferry	II	2
	11	J	2	Camp Hill	Parson-age	1/13/70	Lutheran Church	II	2
	12	J	3	Camp Hill	Pa rson-age	1/13/70	Lutheran Church	II	2
	13	Church Lot J		Camp Hill	church	1/13/70	Lutheran Church	II	2
	14	H	3	Camp Hill	Parson-age	1/13/70	Methodist Episcopal Church	II	2
	15	H	4	Camp Hill	Parson-age	1/13/70	Methodist Episcopal Church	II	2
	16	Church Lot		Camp Hill	Church	1/13/70	Methodist Episcopal Church	II	2
	17	D	2	Camp Hill	Parson-age	1/13/70	Methodist Protestant Church	II	2

Item No. 2 PUBLIC LOTS DONATED BY THE UNITED STATES, HARPERS FERRY, 1869-1870 30

Item	Block	Lot	Location	Purpose	Deed Date	Purchaser	Vol.	Pa
18	M.P. Church Lot		Ca mp Hill	church	1/13/70	Methodist Protestant Church .	II	2
19	D	3	Shenandoah Street	Parson-age	1/13/70	Presbyteran Church	II	
20	Pres. Church Lot		North side of Shenandoah Street	Church	1/13/70	Presbyteran Church	II	2
21.	A	1	Camp Hill	Parson-age	1/13/70	Protestant Episcopal Church	II	2
22	A	8	Camp Hill	Parson-age	1/13/70	Protestant Episcopal Church	II	
23	P. E. Church	Lot	Camp Hill	church	1/13/70	Protestant Episcopal Church	II	
24	Armory No. 25	Dwelling & Lot	Camp Hill	school	12/15/69	Storer College	II	25
25	Armory No.30	Dwelling and Lot	Camp Hill	school	12/15/69	Storer College	II	25
26	Armory No. 31	Dwelling & Lot	Camp hill	school for blacks	12/15/69	Storer College	II	2
27	Armory No.32	Dwelling & Lot	Camp Hill	school	12/15/69	Storer College	II	2
28	JJ	NW Lot	Camp Hill, Jackson St.	school	12/15/69	Storer College	II	25
29	JJ	SW Lot	Camp Hill Jackson St.	school	12/15/69	Storer College	II	25
30	II	Lot	Camp Hill Jackson St.	school	12/15/69	Storer College	II	25
31	II	2	Camp Hill (House-No.23)	lodge hall	1/13/70	Virginia Lodge No.1, Ind. Order of Odd Fellows	II	22

Total: 31 lots donated by U.S. Government to 10 organiza tions.

80 lots sold by U.S. in 1869 to 60 purchasers for $ 17.150.26

111 lots disposed of in 1869

Item 3 p. 31 1869 Bidders who assigned their property to other people:

	Item	Block	Lot	Location	1869 bid	Action 1878-80	1869 biider	Price paid
	1	AA	1	House Camp Hill	1,225.00	Abated	Damiel Ames to Storer College	$362.40
	2	HH	3	Camp Hill	185.00	abated	Dames Ames to Storer College	60.40
	3	HH	4	Camp Hill	160.00	Abated	Dames Ames to Storer College	60.40
	4	A	3	Shenandoah Street	1800.00	ab ated	J.M. Decaulme to George W. Green	300.00
	5.	A	4	Shenandoah Street	2000.00	abated	J.M. Decaulme to George W. Green	300.00
	6	LL	4	Shenandoah Street	62.00	abated	James Doody to John Doody	45.50
	7	BB	4	Camp Hill	160.00	abated	John Fitzpatrick to Michael Doram	60.40 60.40
	8	GG	4	Camp Hill	180.00	"	John Fitzpatrick to James Harrison Robinson	60.40
	9	GG	5	Camp Hill	125.00	"	" "	60.40
	10	MM	14	Camp Hill	55.00	abated	Benjamin F. Hobbs to Polly McArthur	22.65
	11	B	1	Shenandoah Street	1850.00	abated	John H. Hodges to John F, Erwin	300.00
	12.	V	8	Camp Hill	50.00	abated	Ann Jackson to John W. Dandridge	15.10
	13	MM	11	Camp Hill	51.00	abated	Thomas Jefferson to Storer College	30.20
	14	MM	1	Camp Hill	120.00	abated	Arthur Lewis to Storer College	60.40
1885	15	JJ	2	Camp Hill	120.00	abated	John H. Martin to James D. Butts	40.00
1885	16	JJ	3	Camp Hill	150.00	abated	John H.MArtin to James D. Butts	40.00
	17	Wager	22	Six Acre Lots	2375.00	abated	Edward Murphy to Alexander Murphy	60.40
					$ 10,693.00			$ 1,878.65

Item 3 p. 32 1869 bidders who assigned their lots to other people:

	Item	Block	Lot	Location	1869 bid	action 1878-80	1869 bidder	Price p
	18	Wager Lot	34	Six Acre Reservation	139.00	abated	Patrick O'Beirne to Catherine Fitzpatrick	
	19	2	4	Camp Hill	6.00	Not abated	with interest " "	8.91
	20	BB	1	Camp Hill	135.00	abated	" "	151.00
	21	BB	7	Camp Hill	210.00	abated	" "	
	22	GG	7	Camp Hill	60.00	not abated	Edward Polls to William B. Hill	with int 82.12
	23	P	19	Camp Hill	32.00	abated	Harrison Robinson to Mary Anderson	22.65
	24		7	Camp Hill	300.00	abated	George L. Weaver to Nathan C. Brackett	75.50
	13 abatters 24 lots held			by	$ 11,575.00 15 1869 bidders and	reassigned	by 1884 to 14 buyers.	$ 2,218.83
Abated:	Abatters 25	Friends Bank	Ore		13,100.00	abated	Daniel Ahl & John A. Ahl	3,500.
	26	KK	8	Camp Hill	90.00	abated	Julia Beale	37.75
	27	DD	1	Camp Hill	140.00	abated	John Billman	37.75
	28	A	1	Shenandoah Street	2,025.00	abated	Thomas Burley	450.00
1885	29	Wager Lot	20	6-acre res.	2,025.00	abated	Mary D. Cochrame	755.00
	30	N	2	Camp Hill Camp Hill	41.99	abated	Samuel Coleman	30.20
	31	A	7	Shenandoah Street	2085.00	abated	Mary Conway	300.00
	32	Wager Lot	19	6- acre Res.	1425.00	abated	Patrick Daley	453.00
	33	MM	2	Camp Hill	110.00	abated	Henry B. Dean	60.00

Item No. 3 — 186 9 bidders who abatted their property, 1879-80

	item	Block	Lot	Location	1869 Bid	Action 1878-80	1869 bidder	Price Pa
	34	GG	8	Camp Hill	40.00	abated	Mary J. Earnshaw	22.65
	35	I	6	Camp Hill	25.00	abated	Dorsey H. Erwin	22.65
	36	I	5	Camp Hill	90.00	abated	Francis Gannon	22.65
	37	AA	3	Camp Hill	225.00	abated	Patrick Higgins	60.40
	38	AA	2	Camp Hill	1750.00	abated	Polly McArthur	500.00
	39	T	3	Camp Hill	45.00	abated	Joseph A. McFadden	15.10
	40	B	3	Shenandoah Street	5100.00	abated	James C, M.T.& A.C. McGraw	1200.00
	41	HH	1	Camp Hill	200.00	abated	Henry G. Rowson	64.40
	42	A	6	Shenandoah Street	2025.00	abated	James L. Walsh	300.00
1885	43	P	4	Camp Hill	60.00	abated	James M.C. Bird[Board]	10.00
"	44	KK	13	Camp Hill	130.00	abated	Casper Hutzell	20.00
"	45	KK	14 14	Camp Hill	150.00	abated	John G. Mitchell	20.00
"	46	MM	4	Camp Hill	100.00	abated	Joseph T. Young	20.00
	Items	34 to	42		$ 30,981.00			$ 7901.95
	GRAND TOTAL Items 1 to 46:				$ 42,490.00			$ - - Paid in 1878-85:
	ABATTED Bid in 1869:							
	$ 39,755.00			29 abatters, 1878-1880		on 37 lots		$ 9,125.75
	$ 2,735.00			6 abatters, 1885		7 lots		$ 905.00
	$ 42,490.00			Total 35 abatters-		44 lots.		$ 10,030.75

Item No. 4

BIDDERS AT THE 1869 SALE WHO CANCELLED THEIR BONDS, HARPERS FERRY

	Item	Block	Lot	Location	Price Bid	Date Cancelled	BIDDERS	
	1	F	1	Shenandoah Street-House	1650.00	7/31/78	Daniel Ames	
	2		4	North of Shenandoah Street	330.00	" "	" "	
	3	H	5	Camp Hill	33.00	" "	" "	
	4	H	6	Camp Hill	30.00	" "	" "	
	5	J	10	Camp Hill	86.00	" "	" "	
	6	J	11	Camp Hill		" "	" "	
	7	J	12	Camp Hill		" "	" "	
	8	J	13	Camp Hill		" "	" "	
	9	Q	1	Camp Hill	5.00	" "	" "	
	10	Q	2	Camp Hill	5.00	" "	" "	
	11	Q	8	Camp Hill	11.00	" "	" "	
	12	Q	3	Camp Hill	13.00	" "	" "	
	13	Q	4	Camp Hill	10.00	" "	" "	
	14	Q	15	Camp Hill	16.00	" "	" "	
	15	Q	17	Camp Hill	7.00	" "	" "	
	16	Q	18	Camp Hill	6.00	" "	" "	
	17	R	1	Camp Hill	18.00	" "	" "	
					$ 2,250.00			

Item No. 4

BIDDERS AT THE 1869 SALE WHO CANCELLED THEIR BONDS, HARPERS FERRY

	Item	Block	Lot	Location	Price Bid	Date Cancelled	BIDDERS	
	18	R	7	Camp Hill	10.00	7/31/78	Daniel Ames	
	19	R	8	Camp Hill	12.00	"	" "	
	20	S	3	Camp Hill	40.00	"	" "	
	21.	S	4	Camp Hill	38.00	"	" "	
	22	LL	10	Camp Hill	20.00	"	" "	
	23	LL	11	Camp Hill	22.00	"	" "	
	24	LL	12	Camp Hill	31.00	"	" "	
	25	LL	2	Camp Hill	50.00	"	" "	
	26	LL	3	Camp Hill	56.00	"	" "	
	27	BB	3	Camp Hill	260.00	10/9/ 78	Charles F. Beller	
	28.	L	5	Camp Hill	127.00	8/17/ 78	George H. Bender	
	29.	MM	3	Camp Hill	130.00	7/30/78	Owen Blanchfield	
	30.*	Wager Lot	18	6-Acre res. House	2600.00	12/6/69	Bridget Boerly	
	31	HH	7	Camp Hill	75.00	7/17/ 78	Anthony Bussey	
	32	HH	8	Camp Hill	125.00	"	" "	
	33	HH	6	Camp Hill	80.00	"	" "	
	34	J	6	Camp Hill	30.00	9/23/78	heirs of Zadock Butt	
					$ 3,706.00			

Item No. 4 BIDDERS AT THE 1869 SALE WHO CANCELLED THEIR BONDS, HARPERS FERRY

	Item	Block	Lot	Location	Price Bid	Date Cancelled	BIDDERS	
	35	GG	6	Camp Hill	90.00	7/22/78	William Butts .	
	36	AA	4	Camp Hill	220.00	7/26/78	Mary A. Cavalier	
	37	H	7	Camp Hill	39.00	8/12/78	Edmund H. Chambers	
	38	CC	3	Camp Hill	200.00	"	" "	
	39	DD	2	Camp Hill	250.00	"	" "	
	40	MM	9	Camp Hill	45.00	7/29/78	William H. Chambers	
	41	FF	2	Camp Hill	239.00	7/14/ 78	Abraham Clemmer	
	42	FF	3	Camp Hill	240.00	"	" "	
	43	FF	4	Camp Hill	230.00	"	" "	
	44	FF	6	Camp Hill	46.00	"	" "	
	45	FF	7	Camp Hill	24.00	"	" "	
	46	GG	3	Camp Hill	200.00	"	" "	
	47	JJ	14	Camp Hill	200.00	8/14/ 78	Mary D, Cochrane	
	48	G	4	Shenandoah Street	95.00	10/12/ 78	Fenton V. Cockrell	
	49	FF	5	Camp Hill	50.00	8/21/78	John F. Conlahan	
	50	G	2	Shenandoah Street	165.00	7/16/ 78	Michael Doran	
	51	G	3	Shenandoah Street	160.00	7/16/78	William Doran	
					$ 2,493.00			

item No. 4 BIDDERS AT THE 1869 SALE WHO CANCELLED THEIR BONDS, HARPERS FERRY

Item	Block	Lot	Location	Price Bid	Date Cancelled	BIDDERS
52	H	1	Camp Hill	40.00	7/31/78	James Doody .
* 53.	AA	10	Camp Hill	600.00	12/6/69	Thomas T. Earnshaw
* 54	CC	4	Camp Hill	150.00	12/6/69	Thomas T. Earnshaw
55	DD	3	Camp Hill	120.00	10/11/ 78	Dorsey H. Erwin
56	LL	8	Camp Hill	15.00	"	" "
57	LL	9	Camp Hill	120.00	"	" "
* 58	I	10	Camp Hill	31.00	12/6/69	John F. Erwin
59	I	2	Shenandoah Street	31.00	8/31/ 78	Louise Evans
60	I	3	Shenandoah Street	34.00	"	" "
61	LL	7	Camp Hill	20.00	"	" "
62.	JJ	1	Camp Hill	115.00	7/16/78	William Exner
63.	H	3	Shenandoah Street	30.00	8/6/78	George Freeman
64	H	4	Shenandoah Street	30.00	"	George Freeman
65	I	1	Shenandoah Street	30.00	"	" "
* 66		No. 6	North of Shenandoah Street	110.00	12/6/69	Thomas W. Gallagher
67	No.?	3	Camp Hill	5.00	7/31/ 78	Francis Gannon
68	JJ	8	Camp Hill	105.00	"	" "
				$ 1,616.00		

BIDDERS AT THE 1869 SALE WHO CANCELLED THEIR BONDS, HARPERS FERRY

	Item	Block	Lot	Location	Price Bid	Date Cancelled	BIDDERS	
	69	H	2	Camp Hill	38.00	7/16/78	Isaac Gilbert	
	70	I	4	Camp Hill	30.00	"	" "	
	71	Wager Lot	27	6-acre Res. House	950.00	"	" "	
	72*	P	14	Camp Hill	80.00	12/6/69	John Gilbert	
	73	L	6	Camp Hill	123.00	9/19, 78	William H. Graham	
	74	KK	4	Camp Hill	245.00	9/26/ 78	Sally J. D. Grubb	
	75.	N	8	Camp Hill	21.00	8/21/ 78	Oliver Hall	
	76	EE	3	Camp Hill	140.00	12/6/69	John H. Hodges	
	77		1	North of Shenandoah Street-House	3125.00	10/9/78	Joseph D. Holmes	
	78	JJ	7	Camp Hill	255.00	9/25/78	James W. Hopwood	
	79	JJ	8	Camp Hill	220.00	"	" "	
	80*	FF	1	Camp Hill	240.00	12/6/69	Harrison Hough	
	81*	FF	8	Camp Hill	40.00	12/6/69	J. P. Keller	
	82*	S	2	Camp Hill	16.00	9/24/ 78	David M. King	
	83.*	U	3	Camp Hill	34.00	"	" "	
	84.*	CC	1	Camp Hill	100.00	"	" "	
	85.	U	4	Camp Hill	44.00	9/25/78	Harry King	
					$ 5,701.00			

	Item	Block	Lot	Location	Price Bid	Date Cancelled	BIDDERS	
	86 -*	P	10	Camp Hill	110.00	12/6/69	Thomas A. Kirwin (1)	
	87.*	AA	7	Camp Hill	250.00	"	" "	
	88.*	AA	9	Camp Hill	470.00	"	" "	
	89 *	BB	5	Camp Hill	250.00	"	" "	
	90 *	BB	8	Camp Hill	150.00	"	" "	
	91.	BB	9	Camp Hill	240.00	"	" "	
	92 *	BB	10	Camp Hill	270.00	"	" "	
	93 *	JJ	9	Camp Hill	205.00	"	" "	
	94	P	18	Camp Hill	30.00	7/26/ 78	Harrison Robinson	
	95	KK	3	Camp Hill	230.00	8/5/ 78	Mary B. Roderick	
	96.*	JJ	12	Camp Hill	150.00	12/6/69	Thomas A. Kirwin (1)	
	97*	JJ	13	Camp Hill	180.00	"	" "	
	98.*	KK	5	Camp Hill	260.00	"	" "	
	99.*	KK	9	Camp Hill	130.00	"	" "	
	100.*	KK	10	Camp Hill	155.00	"	" "	
	101.*	KK	11	Camp Hill	130.00	"	" "	
	102.*	KK	12	Camp Hill	124.00	"	" "	
					$ 3,334.00			

(1) This gentleman may have been drunk, when he bid.

Item No. 4 BIDDERS AT THE 1869 SALE WHO CANCELLED THEIR BONDS, HARPERS FERRY 40

	Item	Block	Lot	Location	Price Bid	Date Cancelled	BIDDERS	
	103		No.2	North of Shenandoah Street-House	1,475.00	7/31/78	Isabella Leisenring	
	104	I	5	Shenandoah Street	105.00	8/7/ 78	Nicholas Marmion	
	105	I	13	Camp Hill	53.00	"	" "	
	106	R	2	Camp Hill	29.00	"	" "	
	107	R	3	Camp Hill	51.00	"	" "	
	108	R	4	Camp Hill	60.00	"	" "	
	109	R	6	Camp Hill	26.00	"	" "	
	110	No.2	6	Camp Hill	6.00	"	" "	
	111	P	6	Camp Hill	30.00	8/7/ 78	John W. Marlatt	
	112 *	HH	5	Camp Hill	105.00	12/6/69	Pompey Massey	
	113 *	DD	4	Camp Hill	240.00	12/6/69	James Mcgr aw	
	114*	DD	5	Camp Hill	240.00	"	James McGraw	
	115.	S	5	Camp Hill	21.00	8/12/78	Methodist Parsonage (F, H, Cambers)	
	116	S	6	Camp Hill	10.00	"	" "	
	117	DD	6	Camp Hill	190.00	9/12/78	John O' Farrell	
	118	EE	1	Camp Hill	130.00	"	" "	
	119	O	9½	Camp Hill	40.00	8/21/78	Jefferson Page	
					$ 2,811.00			

Item No. 4 BIDDERS AT THE 1869 SALE WHO CANCELLED THEIR BONDS, HARPERS FERRY 41

	Item	Block	Lot	Location	Price Bid	Date Cancelled	BIDDERS	
	120.		No.7	North of Shenandoah Street	160.00	10/9/78	Mary A. Percival	
	121	U	1	Camp Hill	8.00	"	" "	
	122	MM	7	Camp Hill	55.00	10/1/78	Trueman Potterfield	
	123	JJ	4	Camp Hill	172.00	10/1/ 78	John T. Reed	
	124	JJ	5	Camp Hill	225.00	"	" "	
	125	JJ	10	Camp Hill	140.00	"	" "	
	126	JJ	11	Camp Hill	150.00	"	" "	
	127	I	4	Camp Hill	105.00	7/31/ 78	Lewis Seabold	
	128		3	North of Shenandoah St.	720.00	8/26/ 78	Edward Tearney	
	129	T	2	Camp Hill	310.00	"	" "	
	130	AA	6	Camp Hill	400.00	9/29/78	Michael Tearney	
	131	KK	2	Camp Hill	125.00	"	" "	
	132	KK	1	Camp Hill	90.00	7/2/ 78	Thomas H. Trail	
	133 *	CC	2	Camp Hill	190.00	12/6/69	" "	
	134	BB	2	Camp Hill	100.00	7/22/78	John L. Walsh	
	135	EE	2	Camp Hill	140.00	"	" "	
	136	R	5	Camp Hill	51.00	"	" "	
					$ 3,141.00			

BIDDERS AT THE 1869 SALE WHO CANCELLED THEIR BONDS, HARPERS FERRY

	Item	Block	Lot	Location	Price Bid	Date Cancelled	BIDDERS
	137	N	3	Camp Hill	40.00	7/26/78	James Warfield
	138	B	2	Shenandoah Street-stables	1800.00	7/29/78	John Wilson
	139		5	North of Shenandoah Street	150.00	"	" "
	140	LL	5	Camp Hill	61.00	7/27/78	Thomas B. Winters
	141	LL	6	Camp Hill	89.00	"	" "
	142.*	Q	5	Camp Hill	13.00	9/12/78	Wilbur A. Winters
	143*	Q	20	Camp Hill	6.00	"	" "
	144	V	1	Camp Hill	95.00	"	" "
	145	V	2	Camp Hill		"	" "
	146	V	3	Camp Hill		"	" "
	147	V	4	Camp Hill		"	" "
	148	V	5	Camp Hill		"	" "
	149	T	4	Camp Hill	68.00	8/3/78	Solomon V. Yantis
	Total: Bonds Cancelled on 149 lots				$27,374.00		2,322 .00 page by 62 bidders
	By Action of the U.S. District Court of West Virginia:						From Francis C. Adams 1,655
	150	A	3	Shenandoah St. from F.C.Adams to Thomas A.Kirwin			
	151	A	5 2	Shenandoah St. from F.C. Adams to			Lawrence A. Montague. 050
(1)	152	Water Power of Musket Factory		Potomac River, from Addams to United States			April 17,1877 $ 176,000.00-bid 186

(1) U.S. repurchases water power of Potomac & Shenandoah, Sept.1876, for $70,000.

BIDDERS AT THE 1869 SALE WHO CANCELLED THEIR BONDS, HARPERS FERRY

Item	Block	Lot	Location	Price Bid	Date Cancelled	BIDDERS	
153			Water Power of Shenandoah River & Rifle Factory from Francis C.		By U.S. District Court Action Adams to U.S.	April 17, 1877	$ 00
154			Perpetural rights to cut timber on 1395 acres: From David M. King.		12/6/69	Refused to sign bonds,	$ 3,600.
154 items with title cleared for resale by U.S. in 1880 and 1884.							
U.S. paid $ 70,000.00 for water rights of Potomac and Shenandoah at Sept. 1876							
16 items with titles not yet completely cleared, still unsold in 1885. Court Sale.							
170 items							

Sources: All items not marked with a * have their original cancelled bonds on file in National Archives Record Group No. 121, Public Buildings Service, Entry 77, Cancelled Bonds, Harpers Ferry 1869 sale. Items marked * bonds are not on file, but are listed cleared and for sale, October 22, 1884, by the Solicitor of the Treasury in his final report of Octobe 29, 1885 to the Arttorney General regarding the 1880 and 1884 sales at Harpers F[illegible], in House of Representatives Executive Documents, 49th Congress, 1st Session, 1885-86, Vol. 20, Document 7, Part 2, pp. 290-293., Serial Number 2387

		C.F. Adams' bid:	$ 209,705.00 1869
		Timber Rights:	3,600.00
		5 items:	213,305.00
		149 items	27,274.00
Bond cancelled on 154 items:			$ 240,679.00

* In a letter dated January 23, 1882, the Solicitor of the Treasury Kenneth Raymor reported he had cancelle the bonds on 124 lots, which means from from 54 to 56 purchasers applied. House of Rep. Ex. Documentss, Vol. 19, Seria 2027. Doc. No. 66, p. 2.

Cancelled Bonds

Date	Bidders		Lots	Bid
12/6/69	12		house lots-28	$ 7,930.00
1878	53	*	" " 121	19,435.00
Total	65*		149	27,364.00
12/6/69	1		ferry rights 1	3,600.00
Total:	66		items 150	$ 30,864.00

* 62 individual bidders.

Item 5 Area	Blocks	Total Lots	1869 sale Already sold	Sold at sale	Offered Houses sold	Lots not sold	Amount paid	44 Donate
Shenandoah Street	A	7	0	7	1	0	$ 2,740.00	0
" "	B	5	1	2	1	1	1,500.00	1
" "	C	11	10	0	0	1	0	0
" "	D	7	5	0	0	0	0	2
" "	E	5	4	0	0	0	0	1
" "	F	2	0	0	0	2	0	0
" "	G	4	0	0	0	4	0	0
" "	Ferry 68 acres	Lot & 1	0	0	0	2houses 1	0	0
" "	H	7	0	1	0	6	85.00	0
" "	I	5	0	0	0	5	0	0
" "	North of Shenandoah Street	8	0	0	0	8	0	0
Subtotal:		62	20	10	2	28	$ 4,325.00	4
Musket Factory Yard -72	acres	1	0	0	ruins	1	0	0
Rifle Factory Islands, 13	acres	1	0	0	ruins	1	0	0
1,395 5/8 woodland	acres	1	0	0	0	1	0	0
Subtotal		65	20	10	2	31	$ 4,325.00	

Item 5 Area	45 Blocks	Total Lots	Already sold	1869 Sale Sold at sale	Houses sold	Offered Lots not sold	Amount paid	45 45 Donat
Camp Hill	A	8	6	0	0	0	0.	2
	B	12	12	0	0	0	0	0
	C	9	9	0	0	0	0	0
	D	9	8	0	0	0	0	1
	E	6	6	0	0	0	0	0
	F	8	8	0	0	0	0	0
	G	8	7	1	0	0	$ 75.00	0
	H	10	7	0	0	1	0	2
	I	16	10	2	0	3	45.30	1
	J	17	7	1	0	6	70.00	3
	K	14	13	0	0	1	0	0
	L	9	7	0	0	2	0	0
	M	5	5	0	0	0	0	0
	N	10	5	3	0	2	49.20	0
	O	18	15	1	0	2	2.00	0
	P	20	13	2	0	5	52.65	
	Q	20	7	3	0	10	16.00	0

Item 5 Area	46 Blocks	Total Lots	Already sold	Sold at sale	Houses sold	Offered Lots not sold	46 Amount paid	Donate
Camp Hill	R	8	0	0	0	8	0	0
" "	S	6	0	1	0	5	11.00	0
" "	T	4	0	3	0	1	123.10	0
" "	U	4	0	0	0	4	0	0
" "	V	9	2	1	0	6	15.10	0
" "	W	19	17	2	0	0	10.00	0
" "	X	18	17	0	0	1	0	0
" "	Y	7	7	0	0	0	0	0
" "	Z	8	6	2	0	0	15.00	0
" "	No. 1	4	4	0	0	0	0	0
" "	No. 2	7	0	4	0	3	38.81	0
" "	No. 3	5	5	0	0	0	0	0
High Street	House 55	1	1	0 -	0	0	0	0
Old Camp Hill		299	204	26	0	60	$ 522.76	9
New Camp Hill	AA	10	0	4	2	4	932.80	0
"	BB	10	0	4	0	6	266.40	
" "	Bluff Lot	1	0	0	0	1	0	0

Item 5 Area	47 Blocks	Total Lots	1869 sale: Already sold	1869 sale: Sold at sale	Houses sold	Offered Lots not sold	47 Amount paid	Donate
N Camp Hi	CC	4	0	0	0	4	0	
" "	DD	6	0	1	0	5	37.75	0
" "	EE	3	0	0	0	3	0	0
" "	FF	8	0	0	0	8	0	0
" "	GG	8	0	5	0	3	285.55	0
" "	HH	8	0	4	0	4	386.20	0
" "	II	5	0	2	1	0	1,330.00	3
" "	JJ	16	0	2	0	12	80.00	2
" "	KK	14	0	4	0	10	142.85	0
" "	LL	12	0	2	0	10	110.50	0
" "	MM	14	0	9	0	5	413.65	
" "	Armory Dwellings 25,30, 31, 32	4	-	0	4	0	0	4
" "	Seminary Lot	1	-	0	0	0	0	1
ew Camp Hill		124	0	37	3	77	$ 3,985.70	10
Total Camp Hill		423	204	63	3	137	4,508.46	19
Sh ndoah St.& Camp Hill		62	20	10	2	28	4,325.00	
Weger Lots		10	0	7	5	3	6,247.00	0

Item 5 Area	48 Blocks	1869 sale Total Lots	Already sold	Sold at sale	Houses sold	Offered Lots not sold	Amount paid	48 Donated
Wager Six Acre Reservation		18	0	0	0	1	0	0
		19	0	1	1	0	453.00	0
		20	0	1	1	0	755.00	0
		21	0	1	1	0	2,275.00	0
		22	0	1	1	0	604.00	0
		23	0	0	0	1	0	0
								0
								0
		26	0	1	1	0	1,000.00	0
		27	0	0	0	1	0	0
		29	0	1	0	0	80.00	0
		34	0	1	0	0	80.00	0
Subtotal Wager Lots		10	0	7	5	3	$ 6,247.00	0
Iron Ore Bank		1	0	1	0	0	3,500.00	0
Water Power etc		4	0	0	0	4	0	0
Lots		495	0	80	14	154	15,031.28	
Grand Total		500	224	81	14	158	$ 18,531.28	

SECTION III - DATA RELATING TO THE SALE OF MAY 25, 1880 and 1881

1. U.S. Deeds for 81 Lots, 1880 and 1881..... 50
2. Value of U.S. LOts sold 1880-81, by Blocks..... 56

MAY 25,1880 Sale of Public Land at Harpers Ferry U.S.DEEDS 50

Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
1.	H	5	Shenandoah Street	16.00	6/1/80	William H. Bell	III	579
2.	H	6	Shenandoah Street	10.00	6/1/80	William H. Bell	III	57
3.	LL	2	Camp Hill	20.00	6/1/80	Nathan C. Brackett	III	583
4.	LL	12	Camp Hill	20.50	6/1/80	Nathan C. Brackett	III	583
5	I	4	Shenandoah Street	14.00	6/180	Nathan C. Brackett	III	583
6.		1	North of Shenandoah Street	House 850.00	6/1/80	Joshua Cavalier	III	58
7	CC	1	Camp Hill	20.00	6/1/80	Joshua Cavalier	III	58
Conway, James, see Edward Tearney:								
8	DD	2	Camp Hill	25.00	6/1/80	Charles L. Cool	III	578
9.	DD	3	Camp Hill	46.00	6/1/80	Charles L. Cool	III	578
10	DD	6	Camp Hill	50.00	6/180	Charles L. Cool	III	57
11	CC	3	Camp Hill	20.00	6/1/80	Charles L. Cool	III	57
12	KK	4	Camp Hill	75.00	6/1/80	Mary E. Crawford	III	56
13.	JJ	4	Camp Hill	40.50	6/1/80	Alvernom Cross	III	57
14	JJ	5	Camp Hill	40.25	6/1/80	Alvernon Cross	III	57
15	JJ	10	Camp Hill	40.50	6/1/80	Alvernon Cross	III	5
16.	JJ	11	Camp Hill	40.50	6/1/80	Alvernon Cross	III	57

Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
17	KK	3	Camp Hill	71.50	6/1/80	William Exner	III	59
18.	LL	3	Camp Hill	22.00	6/1/80	John Faherty	III	577
19	LL	5	Camp Hill	27.00	6/1/80	John Fatherty	III	577
20.	Perpetural Timber rights, 883 acres, Loudoun Heights ~~of the total 1,395 acres.~~			310.00	6/1/80	George W. Green	III	57
21.	AA	4	Camp Hill	26.00	6/1/80	Patrick Higgins	III	559
22	AA	5	Camp Hill	46.00	6/1/80	Patrick Higgins	III	55
Patrick Higgins,			see Tearney, Edward, Thomas A. Kirwin and P. Higgins.					
23.	I	2	Shenandoah Street	15.50	6/1/80	J. Garland Hurst	III	57
24	S	6	Camp Hill	8.00	6/1/80	J. Garland Hurst	III	57
25.	I	4	Camp Hill	20.00	6/1/80	Oliver T. Kemp	III	57
26	L	5	Camp Hill	25.00	6/1/80	Oliver T. Kemp	III	57
27	L	6	Camp Hill	30.00	6/1/80	Oliver T. Kemp	III	57
28.	N	3	Camp Hill	15.00	6/1/80	Oliver T. Kemp	III	57
Kirwin, Thomas A., see Tearney, Edward, Thomas A. Kirwin & Patrick Higgins.								
29.	F	2	Shenandoah Street	vacant 60.00	6/1/80	John M. Marquette	III	560
30	T	4	Camp Hill	12.00	6/1/80	Joseph McFadden	III	564
31.	Wa ger Lot	27	6-acre les. -house	325.00	6/1/80	James McGraw	III	58

Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
32	F	1	Shenandoah Street-House	250.00	6/1/80	Alexander Murphy	III	57
33	EE	1	Camp Hill	25.00	6/1/80	Alexander Murphy	III	5
34	EE	2	Camp Hill	20.00	6/1/80	Alexander Murphy	III	57
35	Bluff Lot overlooking the Musket Factory-Camp Hill			35.00	6/1/80	Alexander Murphy	III	5
36		2	North of Shenandoah Street	House 405.00	1/1/81	G. L. Myers	III	590
37	LL	6	Camp Hill	22.50	6/1/80	Elizabeth O'Brien	III	561
38.	O	9½	Camp Hill	15.00	6/1/80	William Ramour	III	565
39.	N	8	Camp Hill	15.00	6/1/80	Harrison Robinson	III	566
40.	AA	6	Camp Hill	55.00	6/1/80	Joseph P. Schilling	III	567
41.	FF	2	Camp Hill	50.00	6/1/80	Storer College	III	584
42	FF	3	Camp Hill	40.00	6/1/80	Storer College	III	584
43	FF	6	Camp Hill	16.50	6/1/80	Storer College	III	584
44	FF	7	Camp Hill	20.00	6/1/80	Storer College	III	584
45	HH	6	Camp Hill	51.00	6/1/80	Storer College	III	586
46	HH	7	Camp Hill	39.00	6/1/80	Storer College	III	586
47	HH	8	Camp Hill	35.00	6/1/80	Storer College	III	586
48		7	North of Shenandoah St.	40.00	6/1/80	Storer College	III	58

Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
49		8	North of Shenandoah St.	50.00	6/1/80	Storer College	III	586
50	H	1	Shenandoah Street	20.00	6/1/80	Storer College	III	586
51	H	2	Shenandoah Street	19.00	6/1/80	Storer College	III	586
52.	H	3	Shenandoah Street	20.00	6/1/80	Storer College	III	586
53	H	4	Shenandoah Street	20.00	6/1/80	Storer College	III	586
54	MM	7	Camp Hill	20.50	6/1/80	Storer College	III	586
55	MM	9	Camp Hill	20.50	6/1/80	Storer College	III	586
56	U	4	Camp Hill	15.00	6/1/80	Edward Tearney	III	562
57	GG	3	Camp Hill	50.00	6/1/80	Edward Tearney & James Conway	III	582
58	GG	6	Camp Hill	41.00	6/1/80	Edward Tearney & James Conway	III	582
59	MM	3	Camp Hill	45.00	6/1/80	Edward Tearney &James Conway	III	58
60.	KK	1	Camp Hill	43.00	6/1/80	Edward Tearney James Conway	III	582
61.	JJ	1	Camp Hill	76.00	6/1/80	Edward Tearney & James Conway	III	582
62	JJ	6	Camp Hill	64.00	6/1/80	Edward Tearney & James Conway	III	582
63	JJ	14	Camp Hill	70.00	6/1/80	Edward Tearney & James Conway	III	582
64.	Perpetual timber rights on 512 acres in Va. of 1395 acres.			250.00	6/1/80	Edward Tearney, Thomas A Kirwin, Patrick Higgins	III	570
65.	G	2	Shenandoah Street	10.00	6/1/80	Edward Tearney Thomas A. Kirwun Patrick Higgins	III	572

Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
66	G	3	Shenandoah Street	7.00	6/1/80	Edward Tearney Thomas A. Kirwin Patrick Higgins	III	57
67	G	4	Shenandoah Street	15.75	6/1/80	" " "	III	57
68.	I	1	Shenandoah Street	20.00	6/1/80	Edward Tearney Thomas A. Kirwin Patrick Higgins	III	57
69.		3	North of Shenandoah St.	31.00	6/1/80	Edward Tearney Thomas A. Kirwin Patrick Higgins	III	57
70		4	North of Shenandoah St.	31.00	6/1/80	" "	III	57
71	I	13	Camp Hill	15.00	6/1/80	Edward Tearney, Thomas A. Kirwin Patrick Higgins	III	57
72.	R	4	Camp Hill	11.50	6/1/80	Edward Tearney Thomas A. Kirwin Patrick Higgins	III	57
73	FF	4	Camp Hill	50.00	6/1/80	Charles H. Trail	III	581
74	FF	5	Camp Hill	26.00	6/1/80	Charles H. Trail	III	581
75	I	3	Shenandoah Street	15.50	6/1/80	Charles H. Trail	III	58
76	P	18	Camp Hill	5.00	6/1/80	Mary E. Welcome	III	563
76 items 27 buyers			4 houses & 74 lots	4,538.00				
[74 lots for $ 3,978.00]								
5		5 lots sold 1880-81		120.00		See next Page 4 buyers	See next page	
81 items		79 lots, 4 houses		$4,658.00				

Item No. 1 Lots Sold 1880-1881: U.S. DEEDS, 1881 Sale

Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Pag
77	P	6	Camp Hill	12.00	(1)	Colored Methodist Episcopal Church		
78	P	14	Camp Hill	12.00	(1)	Colored Methodist Episcopal Church		
79	JJ	7	Camp Hill	50.00	(1)	John E. Erwin		
80	Q	8	Camp Hill	10.00	(1)	Thomas Jefferson		
81	JJ	8	Camp Hill	36.00	(1)	Storer College		
5 items		5 house lots		120.00	1880-81	4 buyers	(1)	

(1) According to the Solicitor of the Treasury's final report to the Attorney General on the Harpers Ferry sale of May 25,1880, dated October 29,1885 - these lots were sold at that sale for the listed prices. In House of Representatives Executive Documents, 49th Congress, 1st Session, 1885-86, Vol. 20, Document No. 7, Part Q, p. 290-291, making a grand total of $ 4,658.00 taken in for the 1880 sales. It should be noted, however, that the deeds for these five lots were never entered in "Warrenty Deeds to Lands Conveyed by the Ordnance Department, 1830-1927(4vols.) III, pp. 555 to 626, National Archives Record Group No. 121, Entry 58, which does contain the deeds for all the other lots sold at the May 25,1880 and October 22,1884 sales.

		1880 Sale			Offered	56		
Item 2 Area	56 Blocks	Total Lots	Already sold	Sold at sale	Houses sold	Lots not sold	Amount paid	Donat
Shenandoah Street	A	7	7	0	0	0	0	0
" "	B	5	3	0	0	1	0	1
" "	C	11	10	0	0	1	0	0
" "	D	7	5	0	0	0	0	2
" "	E	5	4	0	0	0	0	1
" "	F	2	0	2	1	0	310.00	0
" "	G	4	0	3	0	1	38.75	0
" "	Ferry 68 acres	Lot & 1	0	0	0	2houses 1	0	0
" "	H	7	1	6	0	0	105.50	0
" "	I	5	0	4	0	1	65.00	0
" "	North of Shenandoah Street	8	0	6	2	2	1,407.00	0
Subtotal:		62	30	21	3	7	$ 1,926.25	4
Musket Factory Yard -72 acres		1	0	0	ruins	1	0	0
Rifle Factory Islands, 13 acres		1	0	0	ruins	1	0	0
1,395 5/8 acres woodland		1	0	2	0	0	560.00	0
	Subtotal	65	30	23	3	9	2,486.25	4
Byrnes Island		1	0	1	0	0	500.00	0

1880 Sale — Offered — 57

item ? Area	57 Blocks	Total Lots	Already sold	Sold at sale	Houses sold	Lots not sold	Amount paid	Dona
C) Hill	A	8	6	0	0	0	0.	2
	B	12	12	0	0	0	0	0
	C	9	9	0	0	0	0	0
	D	9	8	0	0	0	0	1
	E	6	6	0	0	0	0	0
	F	8	8	0	0	0	0	0
	G	8	8	0	0	0	0	0
	H	10	7	0.	0	1	0	2
	I	16	12	2	0	1	35.00	1
	J	17	8	0	0	6	0	3
	K	14	13	0	0	1	0	0
	L	9		2	0	0	55.00	0
	M	5	5	0	0	0	0	0
	N	10	8	2	0	0	30.00	0
	O	18	16	1	0	1	15.00	0
	P	20	15	3	0	2	29.00	0
	Q	20	10	1	0	9	10.00	0

Item 2 Area	58 Blocks	Total Lots	Already sold	Sold at sale	Houses sold	Lots not sold	Amount paid	Donate
Ca > Hill	R	8	0	1	0	7	11.50	0
" "	S	6	1	1	0	4	8.00	0
" "	T	4	3	1	0	0	12.00	0
" "	U	4	0	1	0	3	15.00	0
" "	V	9	3	0	0	6	0	0
" "	W	19	19	0	0	0	0	0
" "	X	18	17	0	0	1	0	0
" "	Y	7	7	0	0	0	0	0
" "	Z	8	8	0	0	0	0	0
" "	No. 1	4	4	0	0	0	0	0
" "	No. 2	7	4	0	0	3	0	0
" "	No. 3	5	5	0	0	0	0	0
High Street	House 55	1	1	0 -	0	0	0	0
ld Camp H ill		299	230	15	0	45	220.50	9
New Camp Hill	AA	10	4	3	0	3	127.00	0
"	BB	10	4	0	0	6	0	0
" "	Bluff Lot	1	0	1	0	0	35.00	0

Item 2 Area	59 Blocks	Total Lots	1880 Sale: Already sold	1880 Sale: Sold at sale	Houses sold	Offered 59: Lots not sold	Amount paid	Donat
New Camp H	CC	4	0	2	0	2	40.00	0
" "	DD	6	1	3	0	2	121.00	0
" "	EE	3	0	2	0	1	45.00	0
" "	FF	8	0	6	0	2	202.50	0
" "	GG	8	5	2	0	1	100.00	0
" "	HH	8	4	3	0	1	125.00	0
" "	II	5	2	0	0	0	0	3
" "	JJ	16	2	9	0	3	457.75	2
" "	KK	14	4	3	0	7	189.00	0
" "	LL	12	2	5	0	5	112.00	0
" "	MM	14	9	3	0	2	86.00	0
" "	Armory Dwellings 25,30, 31, 32	4	-	0	0	0	0	4
" "	Seminary Lot	1	-	0	0	0	0	1
New Camp Hill		124	37	42	0	35	1,640.25	10
Total Camp Hill		423	267	57	0	80	1,860.75	19
enandoah St.& Ca Hill		62	30	21	3	7	1,926.25	4
Wager Lots		10	7	1	1	2	325.00	0
TOTAL		495	304	79	4	89	4,112.00	23

Item 2 Area	60 Blocks	Total Lots	1880 Sale: Already sold	1880 Sale: Sold at sale	Offered: Houses sold	Offered: Lots not sold	Amount paid	60 Donated
Wa g Six Acre								
	servation	18	0	0	0	1	0	0
		19	1				0	0
		20	1				0	0
		21	1				0	0
		22	1				0	0
		23	0	0	0	1	0	0
								0
								0
		26	1				0	0
		27	0	1	1	0	325.00	0
		29	1				0	0
		34	1				0	0
Subtotal Wager Lots		10	7	1	1	2	325.00	0
Iron Ore Bank		1	1	0	0	0	0	0
Water Power etc		4	0	0	0	0	0	0
Lots		495	304	81	4	89	$ 4,672.00	23
Rand Total		500						

SECTION IV * DATA ON THE

SALE OF OCTOBER 22 ,1884

1. U.S. Deeds for 75 lots sold October 22,1884..... 62
2. Value of U.S. Lots, by Blocks, sold 1884..... 65

Item No. 1 — 22 OCTOBER 1884 Sale of Public Lands at Harpers Ferry — U.S. DEEDS 62

Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
1	DD	4	Camp Hill	40.00	10/22/84	Nathan C. Brackett	III	606
2	DD	5	Camp Hill	20.00	10/22/84	Nathan C. Brackett	III	606
3	I	10	Camp Hill	18.00	10/22/84	Robert H. Cavalier	III	613
4		5	North of Shenandoah Street	12.00	10/22/84	Jonathan C. Child	III	596
5	Q	5	Camp Hill	3.00	10/22/84	Jonathan C. Child	III	59
6	CC	2	Camp Hill	34.00	10/22/84	Johathan C. Child	III	59
7	J	11	Camp Hill	3.00	10/22/84	Jonathan C. Child	III	59
8	J	12	Camp Hill	3.00	10/22/84	J. C. Child	III	59
9	J	13	Camp Hill	4.00	10/22/84	J. C. Child	III	59
10	U	3	Camp Hill	10.50	10/22/84	Edward D. Colegate	III	605
11	P	10	Camp Hill	12.00	10/22/84	Edward D. Colegate	III	60
12	JJ	12	Camp Hill	101.00	2/20/85	Edward D. Colegate	III	61
	CONWAY, JAMES, SEE TEARNEY, EDWARD							
13	BB	2	Camp Hill	25.00	10/22/84	John J. Conway	III	62
14	BB	3	Camp Hill	50.00	10/22/84	Mary A. Conway	III	6

Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
15	LL	10	Camp Hill	13.00	10/22/84	Joseph F. Daily	III	610
16	LL	11	Camp Hill	15.00	10/22/84	Joseph F. Daily	III	610
17	S	3	Camp Hill	4.00	10/22/84	Lloyd W. Delander	III	60
18	Q	1	Camp Hill	6.50	10/22/84	Lloyd W. Delander	III	60
19	Wager Lot	18	6-acre Res.- House	1055.00	6/22/86	John & George Dittmeyer	III	617
20	KK	9	Camp Hill	30.00	10/22/84	John J. Feherty	III	623
21	KK	11	Camp Hill	42.00	10/22/84	John J. Faherty	III	62
22	KK	12	Camp Hill	51.00	10/22/84	John J. Faherty	III	62
23	FF	1	Camp Hill	199.00	10/22/84	Coralie L. Franklin	III	60
24	CC	4	Camp Hill	10.00	10/22/84	Patrick Higgins	III	608
25		6	North of Shenandoah Street	24.00	10/22/84	William B. Hill	III	597
26	B	2	Shenandoah Street- House	3600.00	10/22/86	J. Garland Hurst	III	618
27	BB	9	Camp Hill	26.00	10/22/84	J. G. Hurst & Charles H Trail	III	600
28	R	1	Camp Hill	5.00	10/22/84	J.G. Hurst & C. H. Trail	III	60
29	R	2	Camp Hill	4.00	10/22/84	J.G.Hurst & C.H. Trail	III	600
30	R	5	Camp Hill	5.00	10/22/84	J.G. Hurst & C.H. Trail	III	600
31	R	6	Camp Hill	7.25	10/22/84	J.G. Hurst & C. H. Trail	III	60
				$ 5,210.75				

Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
32	R	7	Camp Hill	24.50	10/22/84	J. Garland Hurst & Charles H. Trail	III	60
33	FF	8	Camp Hill	33.00	10/22/84	J.G. Hurst & C.H. Trail	III	60
34	J	6	Camp Hill	38.00	10/22.84	J.G. Hurst & C. H. Trail	III	60
35	Q	2	Camp Hill	1.00	10/22/84	Oliver T. Kemp	III	604
36	R	3	Camp Hill	5.61	10/22/86	Thomas A.Kirwin & James Watson	III	622
37	V	1	Camp Hill	25.00	10/22/86	Thomas A. Kirwin James Watson	III	622
38	V	2	Camp Hill	3.25	10/22/86	" "	III	622
39	V	3	Camp Hill	2.00	10/22/86	" "	III	622
40	V	4	Camp Hill	2.75	10/22/86	" "	III	622
41	V	5	Camp Hill	3.00	10/22/86	" "	III	622
42	No.2	3	Camp Hill	6.25	10/22/86	Thomas A Kirwin James Watson	III	622
43	No. 2	6	Camp Hill	10.75	10/22/86	T.A. Kirwin & J. Watson	III	62
44	LL	7	Camp Hill	11.50	10/22/86	T.A. Kirwin & James Watson	III	622
45	J	10	Camp Hill	14.00	10/22/86	" "	III	622
46	JJ	13	Camp Hill	76.00	10/22/86	" "	III	622
47	Q	15	Camp Hill	3.00	10/22/86	Thomas A.Kirwin James Watson	III	62
48	Q	18	Camp Hill	17.50	10/22/86	" " "	III	622
				$ 186.76				

Item No. 1	Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
	49	Q	20	Camp Hill	5.25	10/22/86	Thomas A Kirwin & James Watson	III	622
	50	KK	2	Camp Hill	61.00	10/22/84	Lina B. Lightner	III	60
	51	R	8	Camp Hill	22.50	10/22/84	Lina B. Lightner	III	6
	52	S	4	Camp Hill	3.00	10/22/84	Lina B. Lightner	III	6
	53	S	5	Camp Hill	3.50	10/22/84	Lina B. Lightner	III	60
	54	BB	5	Camp Hill	30.00	10/22/84	George R. Marquette	III	59
	55	BB	8	Camp Hill	26.00	10/22/84	George R. Marquette	III	59
	56	AA	7	Camp Hill	50.00	10/22/84	Lawrence C. Montague	III	598
	57	BB	10	Camp Hill	30.00	10/22/84	Lawrence C. Montague	III	598
	58	Q	3	Camp Hill	4.00	10/22/84	Joseph N. Renner	III	61
	59	Q	4	Camp Hill	5.50	10/22/84	Joseph N. Renner	III	61
	60	Q	17	Camp Hill	14.50	10/22/84	Joseph N. Renner	III	61
	61	Halls Rifle Factory Islands & Shenandoah River Water Power 13 acres.			810.00	3/2/85	Thomas H. Savery	III	616
	62	U.S. Musket Factory & Water Power of Potomac River 72 acres.			25,100.00	4/12/87	Thomas H. Savery	III	621
	63	HH	5	Camp Hill	25.00	10/22/84	Storer College	III	607
	64	I	5	Shenandoah Street	8.50	10/22/86	Edward Tearney James Conway	III	619
	65	AA	9	Camp Hill	100.00	10/22/86	Edward Tearney James Conway	III	61
					$26,618.50				

Item	Block	Lot	Location	Price	Deed Date	Purchaser	Vol.	Page
66	AA	10	Camp Hill	100.00	10/22/86	Edward Tearney James Conway	III	619
67	JJ	9	Camp Hill	30.00	10/22/86	Edward Tearney James Conway	III	619
68	KK	5	Camp Hill	127.00	10/22/86	Edward Tearney James Conway	III	619
69	EE	3	Camp Hill	27.00	10/22/86	Edward Tearney James Conway	III	61
For TRAIL, CHARLES H, SEE HURST, J. GARLAND. For WATSON, JAMES, SEE THOMAS A. IRWIN								
70	S	2	Camp Hill	2.25	10/22/84	Soloman V. Yantis	III	60
71	U	1	Camp Hill	2.50	10/22/84	Soloman V. Yantis	III	60
72	H	7	Camp Hill	1.00	10/22/84	Methodist Episcopal Church (Colored)	III	61
73	KK	10	Camp Hill	11.00	10/22/86	Edward Tearney James Conway	III	61
74	LL	8	Camp Hill	6.00	10/22/84	John J Faherty	III	62
75	LL	9	Camp Hill	13.00	10/22/	buyers John J. Faherty	III	623
Sold Oct. 22	75 items: 73 house lots and 2 houses			$ 32,325.76		28 buyers in 25 groups		

Data from National Archives Record Group 121, Public Buildings Service, Entry 79, "Records of Federal Lands sold at Auction on October 22,1884, Sales of Harpers Ferry Lots, One Vol. and Entry 58, Volume III. Using these same figures, except for item 36, which is stated at $ 5.50 rather then $ 5.61, the Solicitor of the Treasury, in his final report on the Harpers Ferry Sale of October 22,1884, dated October 29,1885, gives the Grand Total as $ 32,357.75. (House of Representative Executive Documents 49th Congress, 1st Session, 1885-86; Vol. 20, Document 7, Part Q, p.293, Serial No. 2387.

Item 2 Area	67 Blocks	Total Lots	Already sold	1884 Sale Sold at sale	Houses sold	Offered 67 Lots not sold	Amount paid	Donate
Shenandoah Street	A	7	7	0	0	0	0	0
" "	B	5	3	1	1	0	3,600.00	1
" "	C	11	10	0	0	1	0	0
" "	D	7	5	0	0	0	0	2
" "	E	5	4	0	0	0	0	1
" "	F	2	2	0	0	0	0	0
" "	G	4	3	0	0	1	0	0
" "	Ferry 68 acres	Lot & 1	0	0	0	2houses 1	0	0
" "	H	7	7	0	0	0	0	0
" "	I	5	4	1	0	0	8.50	0
" "	North of Shenandoah Street	8	6	2	0	0	36.00	0
Subtotal:		62	51	4	1	3	$ 3,644.50	4
Musket Factory Yard -72 acres		1	0	1	ruins	0	25,100.00	0
Rifle Factory Islands, 13 acres		1	0	1	ruins	0	810.00	0
1,395 5/8 acres woodland		1	2	0	0	0	0	0
		65	53	6	1	3	$ 29,554.00	4
Byrnes Island		1						

Item No. 2 Area 2	69 Blocks	Total Lots	Already sold	Sold at sale	Houses sold	Lots not sold	Amount paid	Donat
C[illegible] Hill	A	8	6	0	0	0	0.	2
	B	12	12	0	0	0	0	0
	C	9	9	0	0	0	0	0
	D	9	8	0	0	0	0	1
	E	6	6	0	0	0	0	0
	F	8	8	0	0	0	0	0
	G	8	8	0	0	0	0	0
	H	10	7	1	0	0	1,00	2
	I	16	14	1	0	0	18.00	1
	J	17	8	5	0	1	62.00	3
	K	14	13	0	0	1	0	0
	L	9	9	0	0	0	0	0
	M	5	5	0	0	0	0	0
	N	10	10	0	0	0	0	0
	O	18	17	0	0	1	0	0
	P	20	18	1	0	1	12.00	0
	Q	20	11	9	0	0	60.25	0

1884 Offered 69

Item 2 - Area	70 Blocks	Total Lots	Already sold	Sold at sale	Houses sold	Lots not sold	Amount paid	Donat
		1884 sale			Offered	70		
New Camp Hill	CC	4	2	2	0	0	44.00	0
" "	DD	6	4	2	0	0	60.00	0
" "	EE	3	2	1	0	0	27.00	0
" "	FF	8	6	2	0	0	232.00	0
" "	GG	8	7	0	0	1	0	0
" "	HH	8	7	1	0	0	25.00	0
" "	II	5	2	0	0	0	0	3
" "	JJ	16	11	3	0	0	207.00	2
" "	KK	14	7	6	0	1	352.00	0
" "	LL	12	7	5	0	0	58.50	0
" "	MM	14	12	0	0	0	2	0
" "	Armory Dwellings 25,30, 31, 32	4	-	0	0	0	0	4
" "	Seminary Lot	1	-	0	0	0	0	1
New Camp Hill		124	79	31	0	4	1,442.50	10
Total Camp Hill		423	324	68	0	12	1,748.11	19
Shenandoah St.& Ca. Hill		62	51	4	1	3	3,644.50	4
Wager Lots		10	8	1	1	1	1,055.00	0
TOTAL		495	383	73	2	16	$ 6,447.61	23

Item 2 Area	71 Blocks	Total Lots	1884 sale: Already sold	Sold at sale	Houses sold	Offered 71: Lots not sold	Amount paid	Donated
Wa g	Six Acre servation	18	0	1	1	0	1,055.00	0
		19	1					0
		20	1					0
		21	1					0
		22	1					0
		23	0	0	0	1	0	0
								0
								0
								0
		26	1					0
		27	1					0
		29	1					0
		34	1					0
Subtotal Wager Lots		10	8	1	1	1	$ 1,055.00	0
Iron Ore Bank		1	1	0	0	0	0	0
Water Power etc		4	0	2	0	0	25,910.00	0
Lot		495	383	73	2	16	$ 6,447.61	23
Grand Total		500		75	2	16	$ 32,325.76	

SECTION V

1. List of 16 U.S. Lots still unsold, 1886..... 73

2. Grand Total of Harper's Ferry U.S. Lots-
Value of, by Lots..... 76

Item No.	Block	Lot	Location	1869 Bidder	REMARKS	Price Bid
1.	J	7	Camp Hill	J. Robinson Strayer	Not offered for sale Oct.22,1884	$61.00
2	O	8	Camp Hill	Samuel Irbey	Not offered for sale, 10.22/84	$42.00
3	U	2	Camp Hill	Ellen M. Brittain	Not offered for sale, 10/22/84	12.00
4	V	6	Camp Hill	P.H. Strode & for Edward Lucas, Jr. Heirs	Not offered for sale, 10/22/84.	10.00
5	X	12	Camp Hill	Nathan Johnson	Not offered for sale, 10/22/84	16.00
6	No.2	2	Camp Hill	Ellen King	Not offered for sale 10/22/84.	8.00
7	PP	8	Camp Hill	John C. Storm	Not offered for sale, 10/22/84.	46.00
8	GG	2	Camp Hill	Ellen King	Not offered for sale, 10.22.84	140.00
9	KK	6	Camp Hill	Not offered for sale 10/22/84; 46.00 12/11/1902	sold to George L. Weaver in 1902.	II .60
10	MM	8	Camp Hill	James H. Boden	Not offered for sale, 10/22/84.	60.00
11	MM	13	Camp Hill	Jacob Bill	Not offered for sale, 10/22/84.	51.00
12	K	11	Camp Hill	No record of deed lot and not offered	being issued for this for sale, 1869-1884.	
13	C	11	Shenandoah Street	P.H.Strode & Ed.Lucas Heirs	Not offered for sale, 10/22/84	110.00
** 14	G	1	Shenandoah Street	Harriet M.Neer	Not offered for sale, 10.22/84	150.00
** 15	Ferry Lot, Ferry Rights & 68 acres of land		Shenandoah Street	John W. Neer	Not offered for sale, 10/22/84.	1,790.00
* 16	Wager Lot No.	23	6-acre reseration. High St.-House	Alexander Kelly and heirs	purchased for 900.00 in 1848 but only $ 449.32 of purchase price paid.	450.68
16 lots	and one house,		total.			

** see next page. $ 3,092.68

Item	Block	Lot	Location		Remarks-
14	G	1	Shenandoah Street	Bidder 150.00	Harriet M. Neer, 8/15/1878, filed t have price abated to $ 75.00, but she filed too late to qualify under the terms of Act of June 14,1878 ; She assigned all her rights & title to Lot to James M. Mason, who was operating the Shenandoah Ferry . James M. Mason expressed an interest in purchasing Lot 1, Block G, in 1878, but lot not offered for sale in 1880 or 1884 and no U.S. deed issued for Lot. (1)
15			U.S. Ferry Lot, Ferry Rights, Shenandoah River, and 68 acres.	Bidder- John W. Neer & Co. bid 1,790.0 for these items on Dec. 6,1869 and operated the ferry, without making payments until 1869, when George Neer, who had supplied the bond necessity to secure the purchase pric asked to be released from this bond under the terms of Act of June 14, 1878. No record of any U.S. Deed being issued for these rights and property not offered for sale in 1880 or 1884.(2). James M. Mason began operating a ferry across the Shenandoah River at Harpers Ferry in 1878 , paralleling the Neer Ferry, claiming that under the laws of Virginia and West Virginia, the U.S. Ferry rights were invalid, which declare " that any disuse of ferry for franchise for two years discontinue the same." Mason held that the U.S. had not exercise th rights for some 20 years because a bridge had been built across the Shenandoah. Taken to U.S. Circuit Court at Wheeling W.Va., where Judge ruled that that State Laws could not affect the government franchise rights to the Shenandoah Ferry." (3)	
13	C	11	Shenandoah St.	Bid $ 110.00 on vacant lot by P.H. Strode for heirs of Col. Edward Lucas,Jr. Dec.6, 1869- Lot Not offered for sale again in 1880 or 1884 and no record of any U.S. deed being issued for lot in this period or later.	
16	Wager Lot.	23	Wager 6-acre Reservation	U.S. purchased this lot 3/7/48 for $ 900.00 They also acquired Part of Lot 25 from Kelly for $ 224.66 and his leasehold to part of Wager Lot No. 24 for $ 222.66. Kelly wished to purchase Lot 23 from the U.S. for $900.00 and proposed to pay the balance due, $ 450.68 in two payments. U.S. agreed to proposal, but Kelly failed to make the two payments- In 1893 the U.S. repossed the property. Lot 23, from the heirs of Alexander Kelly and leased out the house and lot until 1897. Miss Hendricks, the only legal heir of Kelly, offered to pay balance due to acquire title to property of $ 450.68 .	

	Item	Block	Lot	Location	REMARKS
	16	Wager Lot	23	Six Acre Reservation	(Continued) U.S. apparently decides to return Lot 23 and house to Miss
				Hendricks. U.S. deed for House, however, not in U.S. files, through 1897 period. (4)	
	Total:	16 items, including 16 house lots and one house.			
		Footnotes:			
	(1)-	G	1---	Correspondene of Harriet M. Neer in National Archives Record Group No. 121, Entry 78- Harpers Ferry Abatement Cases, 1869-1880, under the Act of June 14,1878. Tray No.	
	(2)	U.S. Ferry Lot and Rights		Correspondence of George Neer in National Archives Record Group 121, Public Buildings Service, Entry 78, Tr No. 2	
	(3)	U.S. Ferry Rights		Newspaper account of the case, cut from Shepardstown Register, W.Va., June 8,1878, in National Archives	
				Record Group 153- Office of the Judge Advocate General, Entry Military Reservation Division, 1809-1942, Box 44.	
	(4)	Wager Lot	23	6-acre reservation	Correspondece of the Department of Justice and Secretary of War, February 25,1897 and March 12,1897, in National Archives Record Group No. 153, Box No. 45.
				Mostof these items may not have been offered for sale October 22,1884, because their title under the sale of 1869 had still not been cleared up.	

GRAND TOTAL, 1852-1884 sales:

Item 2 Area	76 Blocks	Total Lots	Already sold		Houses sold	Offered Lots not sold	76 Amount paid	Donated
S[illegible]handoah S[illegible]eet	A	7	7		1	0	$ 2,740.00	0
" "	B	5	4		2	0	6,000.00	1
" "	C	11	10		11	1	7,972.33	0
" "	D	7	5		4	0	3,187.00	2
" "	E	5	4		3	0	1,787.00	1
" "	F	2	2		1	0	310.00	0
" "	G	4	3		0	1	38.75	0
" "	Ferry 68 acres	Lot & 1	0		0	2houses 1	0	0
" "	H	7	7		0	0	190.50	0
" "	I	5	5		0	0	73.50	0
" "	North of Shenandoah Street	8	8		2	0	1,443.00	0
Subtotal:		62	55		24	3	$ 23,742.08	4
Musket Factory Yard -72 acres		1	1		ruins	0	25,100,00	0
Rifle Factory Islands, 13 acres		1	1		ruins	0	810.00	0
1,395 5/8 acres woodland		1	2		0	0	560.00	0
Byr[illegible]s Island		1	1		0	0	500.00	4
		66	60		24	3	50,712.08	

GRAND TOTAL: 1852-1884

Item 2 Area	77 Blocks	Total Lots	Already sold		Houses sold	Offered Lots not sold	77 Amount paid	Donat
C ρ Hill	A	8	6		2	0	1,588.00	2
	B	12	12		8	0	4,573.00	0
	C	9	9		4	0	3,541.00	0
	D	9	8		5	0	4,827.00	1
	E	6	6		4	0	4,360.00	0
	F	8	8		4	0	3,066.00	0
	G	8	8		4	0	4,077.24	0
	H	10	8		2	0	2,830.75	2
	I	16	15		0	0	1,843.92	1
	J	17	13		0	1	1,220.61	3
	K	14	13		0	1	1,006.50	0
	L	9	9		0	0	1,061.50	0
	M	5	5		0	0	438.00	0
	N	10	10		0	0	343.74	0
	O	18	17		0	1	1,178.25	0
	P	20	19		0	1	1,336.03	0
	Q	20	20		0	0	537.25	0

GRAND TOTAL, 1852-1884 sa le Offered 78

item 2 Area	78 Blocks	Total Lots	Already sold		Houses sold	Lots not sold	Amount paid	Donate
C mp Hill	R	8	8		0	0	85.11	0
" "	S	6	6		0	0	31.75	0
" "	T	4	4		0	0	135.10	0
" "	U	4	3		0	1	28.00	0
" "	V	9	8		0	1	294.76	0
" "	W	19	19		0	0	991.50	0
" "	X	18	17		0	1	1,208.50	0
" "	Y	7	7		0	0	210.00	0
" "	Z	8	8		0	0	531.20	0
" "	No. 1	4	4		0	0	444.50	0
" "	No. 2	7	6		0	1	55.81	0
" "	No. 3	5	5		0	0	488.50	0
High Street	House 55	1	1		1	0	1,100.00	0
Old Camp H ill		299	282		33	8	43,429.97	9
New Camp Hill	AA	10	10		2	0	1,309.80	0
" "	BB	10	10		0	0	453.10	0
" "	Bluff Lot	1	1		0	0	35.00	0

GRAND TOTAL, 1852-1884

Item 2 Area	79 Blocks	Total Lots	Already sold		Houses sold	Offered Lots not sold	79 Amount paid	Donate
N. Camp H.	CC	4	4		0	0	84.00	0
" "	DD	6	6		0	0	218.75	0
" "	EE	3	3		0	0	72.00	0
" "	FF	8	8		0	0	434.50	0
" "	GG	8	7		0	1	385.55	0
" "	HH	8	8		0	0	536.20	0
" "	II	5	2		1	0	1,330.00	3
" "	JJ	16	14		0	0	744.75	2
" "	KK	14	13		0	1	683.85	0
" "	LL	12	12		0	0	281.00	0
" "	MM	14	12		0	2	499.65	0
" "	Armory Dwellings 25,30, 31, 32	4	-	0	4	0	0	4
" "	Seminary Lot	1	-	0	0	0	0	1
New Camp Hill		124	110		6	4	7,068.45	10
Total Camp Hill		423	392		40	12	50,498.42	19
S. Randolph St.& Ca. Hill		62	55		24	3	23,742.08	4
Wager Lots		10	9		7	1	7,627.00	0
TOTAL		495	456		71	16	$ 74,240.50	23

GRAND TOTAL, 1852-1884

Item 2 Area	80 Blocks	Lot Nos.	Already sold		Houses sold	Offered Lots not sold	80 Amount paid	Donat
ger Six Acre Reservation		18	1		1	0	1,055.00	0
		19	1		1	0	453.00	0
		20	1		1	0	755.00	0
		21	1		1	0	2,275.00	0
		22	1		1	0	604.00	0
		23	0		0	1	and one house	0
								0
								0
		26	1		1	0	1,000.00	0
		27	1		1	0	325.00	0
		29	1		0	0	80.00	0
		34	1		0	0	80.00	0
Subtotal Wager Lots	10		9		7	1	$ 7,627.00	0
Iron Ore Bank		1	1		0	0	3,500.00	0
Byrnes Island Water Power etc Woodlands right		5	5		0	0	26,970.00	0
Lots		495	456		71	16	74,240.50	23
Grand Total		501	462		71	12	$ 104,710.50	23

Vol. III - U.S. Documents
Relating To The Disposal
of U.S. Armory lands At
Harpers Ferry, WV 1867-1885

Property of
Harpers Ferry NHP

THE ACQUISITION AND DISPOSAL OF PUBLIC LANDS AT THE U. S. ARMORY AT HARPERS FERRY, VIRGINIA

1796 - 1885

Volume III

U.S. Documents relating to the Disposal of U.S. Armory Lands at Harper's Ferry, W. Va., 1867-1885

Denver Service Center
National Capital Team
National Park Service
United States Department of the Interior
Denver, Colorado
December 1979

PREFACE

Volume III of the report ent itled "The Acquisition and Disposal Public Lands at the U.S. Armory at HARPER'S FERRY, West Virginia , 1796 to 1885," is comprised of U.S. documents produced by the Secretaries of War and the Treasury, the Attorney General, the Solicitor of the Treasury, the Congress of the United States, and the U.S. District Court for West Virginia, all relating to the sale of the U.S. public lands at Harper's Ferry during the period 1867 to 1885. Also included are documents associated with the U.S. Grants of rights of way across Armory lands in the period 1807 to 1842 for canals, railroads, and a bridge. These 30 items complete the documentation of the narrative history that appears in Volume I of the present study.

The following listed nine items, Nos. 11, 12, 13, 14, 15, 16, 19, 20, and 21, we re collected and transcribed from documents in the National Archives, Washington, D.C., by James P. Noffsinger in 1958 . They were included in his " Harpers Ferry, West Virginia-Contributions Towards a Physical History,"(NPS typsecript, Eastern Office of Design and Construction, Philadelphia, Pa ., November 1958). The 21 [redacted] items making up the balance of Volume III were collected by Charles W. Snell in 1979(or 1957-60).

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December 5,1867

House of Represenatives Executive Documents, Vol. 7, 1867-1868
Serial No. 1330

40TH CONGRESS, 2d Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 17.

PROPERTY AT HARPER'S FERRY.

LETTER

FROM

THE ATTORNEY GENERAL,

IN ANSWER TO

A resolution of the House of 26th March last, relative to the title to property at Harper's Ferry.

DECEMBER 5, 1867.—Referred to the Committee on the Judiciary and ordered to be printed.

ATTORNEY GENERAL'S OFFICE, *December 5*, 1867.

SIR: By a resolution of the House of Representatives, passed March 26, 1867, the Attorney General is directed to examine the title papers concerning the public property at Harper's Ferry, West Virginia, used previous to the rebellion for an armory, and report his opinion as to the title of the United States to the same, "whether it is in fee-simple or merely held in trust by the President for a specific use, and no other."

In conformity with this resolution, I have the honor to submit a carefully prepared abstract of the title of the United States to the property at Harper's Ferry, and will proceed to give my opinion on the title, especially upon this specific point, whether it is held in fee-simple or held for a single designated use, and no other.

First, as to the question touching the use. This question has no doubt arisen under the deeds of June 15, 1796, and February 20, 1797, numbered respectively "two" and "three" in the abstract. In the earlier years of the government, the form of conveyance adopted for real estate acquired by the United States was to convey the land to a public officer and his successors, to hold to the use of the United States. Following this usage, I find in both these conveyances that the grant was made to "George Washington, President of the United States, and his successors forever," to hold the same "to and for the use and behoof of the said United States forever, and to and for no other use or behoof whatsoever." Being founded on a money consideration recited in each of these deeds, they operate as deeds of bargain and sale, and under the Virginia statute of uses in force at that date vested the legal estate in the President and his successors in fee, subject to a trust in favor of the United States of the entire beneficial interest. If no use had been declared this trust would nevertheless have resulted to the United States, for the purchase money, as recited

in the deeds, was paid on account of and for and in behalf of the United States, and, moreover, the grantee takes in his official, and not in his individual capacity. (*Tucker's Commentaries on the Laws of Virginia, vol.* 1, *p.* 264–'65.)

The trust or use declared in favor of the United States is not limited to any specific purpose or object. It imports that the conveyance was to be for the benefit of the United States exclusively. The *habendum* in each of the instruments has precisely the same force and effect as if it had been to the use of the United States forever. I think this stands clearly enough upon acknowledged principles. I find it, however, expressly recognized in the case of Van Ness *vs.* The City of Washington and the United States. (4 *Peters's R., p.* 284.) I see nothing in this limitation of uses in the nature of a condition subsequent or a use determinable upon a future event. The use is, not merely to possess the property, but carries as well the *jus disponendi* and the right to take the proceeds upon sale.

It is not necessary to inquire here what would have been the effect if the use had been limited to the United States for the purposes of an armory, or if the United States, under the eminent domain power, had condemned the property for the purpose of erecting an armory. Whatever effect would follow by a conveyance of the legal title to the United States for such a purpose, or from its acquisition by appropriation for such a purpose, would also attach to a conveyance of the legal title to a public officer with a limitation of the uses to the United States; for the limitations of trusts are to be construed precisely as those of legal estates. Taking the use as it is declared in these conveyances, I entertain no doubt that it is absolute and unconditional. (See Van der Volgen *vs.* Yates, 5 *Selden's R., p.* 219.)

The conveyance marked "No. 1" purports, so far as John Wager, sr., one of the grantors, is concerned, to be made in execution of the power created by the will of Robert Harper, patentee. I find by the will a life estate devised to Sarah Harper and her husband, with power to either of them "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 issue to leave and give the premises aforesaid to either of their daughters as may appear to them the most suitable." The will contains no residuary clause, nor is there any devise over in default of appointment under the power given by the will.

At the date of the will and the death of the testator, Sarah Harper was intermarried with John Wager, senior, and they had three children then living, namely, John Wager, junior, Margaret Wager, and Mary Wager. John Wager, senior, survived his wife, and joined with his three children in the conveyance of June 15, 1796. In that conveyance John Wager, senior, declares, covenants and agrees, to and with "the said George Washington, President of the United States, and his successors forever, that he, the said John Wager, senior, in pursuance of the intent of the last will of Robert Harper, hath elected 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 bequest whatsoever thereof." This deed also contains covenants of general warranty.

A question might be raised as to whether the power created by the will was merely a naked power, or coupled with a trust, and, if merely a naked power, whether it was well executed by the deed, or, if not well executed, whether it was such a partial execution as might be enforced in equity in favor of the purchaser. If these questions had been raised in time they would have been found to be of a very serious character, but I look upon them as having no significance at the present time. The United States have been in the undisturbed

adverse possession of all this property, claiming the absolute ownership for more than seventy years. Upon examination of the statutes of Virginia, I entertain no doubt that that possession has long since ripened into a perfect title.

I am accordingly of opinion that the United States now hold a valid title in fee-simple of all their property at Harper's Ferry.

I have the honor to be, with great respect.

HENRY STANBERY,
Attorney General.

Hon. SCHUYLER COLFAX,
Speaker of the House of Representatives.

ABSTRACT OF TITLE RELATING TO THE PUBLIC PROPERTY AT HARPER'S FERRY, WEST VIRGINIA.

The title papers respecting this property, as obtained from the files of the War Department, show that nearly all the real estate now in the possession of the United States at Harper's Ferry was originally held by Robert Harper, under two patents to him from Lord Fairfax, proprietor of the "northern neck" of Virginia, dated respectively April 5, 1751, and April 19, 1762, and also a patent from the State of Maryland, issued in 1763, covering part of an island in the Potomac river, hereinafter mentioned. These patents, though not found with or set out in said papers, are referred to therein as the source of his title.

Harper died seized of the lands covered by the above-mentioned patents in the year 1782, leaving a will, whereby he disposed of his estate as follows: (See note at foot of this abstract.)

1. *Extract from will of Robert Harper.*—"Imprimis. I give, leave, and bequeath to my nephew, Robert Griffith, one moiety or half of my ferry survey." (Here follow the lines or boundaries of the tract devised, and also a bequest of all his movable estate except his negro wench Beck.)

"Secondly. I give, leave, and bequeath unto my niece, Sarah Harper, daughter of my brother Joseph Harper, joiner and cabinet-maker, late of Philadelphia, or her heirs, my ferry and ferry-house on Potomac 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 called the Big island, up Potomac river, adjoining the ferry aforesaid. But it is my will that neither my said niece Sarah, or her husband, if alive, shall enjoy the said ferry and lands hereby demised 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 demised as above, to either of their sons whom they shall judge most deserving thereof, and in case of failure of male issue to leave and give the premises aforesaid to either of their daughters as may appear to them the most suitable." (Here follows a direction that all his debts shall be paid out of the receipts from his ferry, which his executors are charged to retain until the former are discharged.)

Other specific bequests are made by him, but the will contains no residuary clause.

Sarah Harper (who intermarried with John Wager) afterwards died, leaving her husband and one son, John Wager, jr., surviving, who, with the husband of said Sarah, and their two daughters, joined in the conveyance hereinafter mentioned. (See No. 2)

Robert Griffith died, and his heir at law conveyed to Thomas Rutherford *et*

al., executors, &c., of Thomas Rutherford, jr., deceased, who conveyed as below stated. (See No. 3.)

2. *June* 15, 1796.—By deed of this date, John Wager, sr., John Wager, jr., Margaret Wager, and Mary Wager, in consideration of $7,016 66 to them paid "on account of the United States by George Washington, President of the United States," and of certain covenants therein set forth, convey to "the said George Washington, President of the United States, and his successors forever," to hold "to and for the use and behoof of the said United States forever, and to and for no other use or behoof whatsoever," a certain island in the Potomac river, and also all the land commonly known as the Harper's Ferry tract, which was devised as aforesaid by Robert Harper to his niece Sarah Harper; *excepting* six acres described in the deed, and likewise a small parcel for the ferry-landing at or near the junction of the Potomac with the Shenandoah. The covenants referred to as entering into the consideration of this conveyance relate to certain ferry privileges, &c., which no longer possess any importance, the ferry itself in consequence of the erection of a bridge at the point indicated, having long since been abandoned. But the deed also contains this clause: "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 States, and his successors forever, that he, the said John Wager, senior, in pursuance of the intent of the last will of Robert Harper, hath elected 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 bequest whatever thereof." Deed contains also a covenant of warranty.

3. *February* 20, 1797.—By deed of this date, Thomas Rutherford, William Dark, Van Rutherford, and Mary Rutherford, executors and executrix of Thomas Rutherford, jr., deceased, in consideration of $10,000 to them paid by "George Washington, President of the United States, for and in behalf of the United States," convey to the said "George Washington, President of the United States, and his successors forever," to hold "for the use of the said United States forever, to and for the use and behoof of the said United States, and to and for no other use or behoof whatsoever," all the land devised by Robert Harper to Robert Griffith as aforesaid, and which was subsequently conveyed to the grantors by the heir at law of said Griffith. Contains covenant of warranty.

[NOTE.—Though apt words of perpetuity appear to be employed in both the above deeds, it is thought proper to mention that by a Virginia statute passed in 1785, every estate in lands thereafter granted, conveyed, or devised to one, although words theretofore necessary to transfer an estate of inheritance be not added, is to be deemed a fee-simple, if a less estate be not limited by express words, or do not appear to have been granted, conveyed, or devised by construction or operation of law.]

The United States have been in the uninterrupted possession and enjoyment of the property conveyed as above for over seventy years, except such lots or parcels thereof as have been alienated by them.

4. By reference to the aforesaid deed of June 15, 1796, it will be seen that a tract of six acres, mentioned above, was excepted out of the grant from the Wagers to George Washington, President, &c. This tract, it would seem, remained in the possession of John Wager, jr., and his heirs, claiming under the said devise of Robert Harper, down to the year 1835, when a plat thereof was made on partition of the lands of the said John Wager, pursuant to a decree rendered by the superior court of law and chancery for Jefferson county, Virginia, in a cause then depending therein between Gibson and Russell, com-

plaintants, and James B. Wager and others, defendants, which plat was recorded in the land records of said county, the lots designated thereon having been allotted and distributed in the proceedings in said cause among the parties thereto. In the years 1847, 1848, 1849, 1853, 1855, and 1856, the United States acquired by purchase from the parties to whom they had been allotted as aforesaid, and those holding under them, the following lots and parts of lots, known and distinguished on said plat as lots 11, 12, 13, 15, 16 (part of), 17, 18, 19, 20, 21, 22, 23, 24 (part of), 26, 27, 28 (part of), 29 (part of), 33, and 34. An absolute and unconditional fee-simple in each of these lots and parts of lots is conveyed *directly* to the United States, for a money consideration, by deeds duly executed and acknowledged.

The foregoing completes the history of the title of the United States to so much of the public property at Harper's Ferry as was originally held by Robert Harper, the patentee thereof, and devised by him as aforesaid. There is other property at and in the vicinity of that point, the title to which is derived by the United States from other sources, and which will now be noted.

5. In 1815 or 1816 a certain Patrick Byrne obtained a patent from the State of Maryland covering the whole of the island included in the grant from the Wagers of June 15, 1796, hereinbefore referred to. This island, as before stated, was patented by that State to Robert Harper in the year 1763, but the survey of his patent called for only some ten acres of land. The Wagers held the island under the aforesaid devise of Harper, and in their deed it is stated to contain twenty acres, more or less. In an ejectment suit, tried and determined in a court holden in Washington county, Maryland, in 1818, Byrne succeeded (in establishing title to the whole island, except the ten acres patented to Harper,) then estimated to contain some thirty acres over and above the said ten acres. However, by a deed dated February 7, 1848, Byrne and wife, in consideration of the sum of $1,500, sold and conveyed directly to the United States in fee the whole of this island, then and now known as "Byrne's island," exclusive of the ten acres already claimed by the government under the Wager grant, and excepting a small parcel conveyed by Byrne and wife to the Baltimore and Ohio Railroad Company in September, 1841. Thus, with the exception of the parcel last mentioned, the United States now hold the entire island.

6. *October* 27, 1818.—By a deed of this date, Ferdinand Fairfax, in consideration of a payment to him of $5,000, conveys to James Monroe, to hold "unto him, the said James Monroe, President of the United States, and his successors in that office, his and their heirs forever, for the use and benefit of the people of the United States forever," a certain tract of land lying at the mouth of the Shenandoah, in Jefferson county, Virginia, (now West Virginia,) containing sixty-eight acres and eighty square perches, more or less, *excepting* and reserving to the said Fairfax, his heirs and assigns, all mines, &c., he or they making reasonable compensation for actual damage occasioned to the premises in digging, &c., the same.

This tract lies on the south side of the Shenandoah, directly opposite the town of Harper's Ferry, and with it is also conveyed the ferry across that river, which is located a short distance above its mouth, and over which the government still exercises ownership.

7. *June* 27, 1833.—By a deed of this date, John Strider and wife, in consideration of $2,600 to them paid, convey directly to the United States in fee certain rights and privileges to the use of the waters of the Shenandoah river between the mills of the said Strider, called the "Gulf Mills," and the mills of the United States on that river below, together with other privileges relating to the construction and completion of certain dams, &c., connected with the use of said waters. These water privileges are now appurtenant to a portion of the land acquired by the United States under the before-mentioned deed of February 29, 1797, and adjoin the same on the Shenandoah on the west.

5. *August* 20, 1813.—By a deed of this date, Ferdinand Fairfax *et al.*, in consideration of $20,860 62 paid to the said Fairfax, by John Armstrong, Secretary of War, "out of the public moneys appropriated for the purpose," convey to "the said John Armstrong, Secretary of War as aforesaid," to hold "unto the said John Armstrong, Secretary of War as aforesaid, to his successors in office and to his and their assigns forever, for and in behalf of the United States, and to and for their only proper use and behoof in perpetuity," all and singular the trees, timber, woods, and underwoods of every sort and denomination, and the absolute, exclusive, and perpetual vesture of the same, being or to be growing, or to grow, planted or to be planted, in and upon all that tract and parcel of land containing 1,395 acres, two roods and twenty perches, situated partly in Jefferson and partly in Loudon counties, known as the Shannondale tract. The deed contains a proviso for ascertaining the amount of any damage which may ensue prospectively to the United States, in certain cases, from the exercise on the part of said Fairfax, his heirs or assigns, of any specific right, authority, &c., appertaining to the proprietorship of the soil, after which, and upon payment of the amount so ascertained, a license to proceed with the exercise of such specific right, &c., is to be granted on the part of the government.

The tract of land described in this conveyance lies on the south side of the Shenandoah, adjacent to that which was subsequently acquired by the United States from said Fairfax, by his deed of October 27, 1818.

(See No. 6, above.)

The object of the last mentioned purchase was the supply of the public workshops, offices, quarters, &c., at Harper's Ferry, with wood for fuel and other purposes. For a similar object, viz, the supply of the armory at that point with iron to be used in the manufacture of arms, &c., a purchase was made by the government in 1800, of certain iron ore in lands situated in the vicinity of Harper's Ferry. The following transfers took place on the latter purchase:

9. *May* 8, 1800.—By a deed of this date, Henry Lee and wife, in consideration of a payment to them of $24,000, convey directly to the United States, to hold "unto the said United States forever, to their only use and behoof," all the *iron ore*, with all the rights, &c., necessary for digging, raising and removing the same, in a certain tract of land in Berkeley county, Virginia, (now in Jefferson county, West Virginia, which at the date of this deed formed a part of Berkeley,) adjoining the Potomac, containing about 1,600 acres, in which is a bank of iron ore known as "Friends' ore bank;" *excepting* so much thereof as has been conveyed by said Lee to John Potts and others. They also convey with the above, "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," &c.

June 20, 1800.—By a deed of this date, the said John Potts, with others, for a money consideration to them paid on behalf of the United States, sold and conveyed to "John Adams, President, &c., his successor and successors in office, for the use and on behalf of the United States," to hold "unto the said John Adams, his successor and successors in office, for the only proper use and behoof of the said United States, forever," the right of digging ore from "Friends' ore bank" held under said Henry Lee, &c (There is also conveyed under this instrument a tract of land near "Keep Tryste furnace," which, however, has since been sold by the government under the authority of an act of Congress, approved March 3, 1819, 3 Stat., 521.)

By this last conveyance, the United States acquired title to all that was excepted out of the grant of Lee and wife of May 8, 1800, and thus became vested with the sole ownership of all the iron ore described in the two deeds last mentioned, and also one-half acre of land. It is understood that for a very long period the government has not worked or made any use or disposition of the

e bed, but the right thereto nevertheless appears to subsist and remain in the United States as fully as it formerly existed in the said Henry Lee.

The foregoing covers all the public property held and used, previous to the rebellion, in connection with the armory at Harper's Ferry, West Virginia, of which the records of the War Department afford any information.

STATUTES OF LIMITATION.

By the Virginia acts of 1792, 1819, and 1820, (see Tate's Digest of the Laws of Virginia, published in 1823.) the limitation of actions upon writs of *formedon in descender, remainder*, and *reverter*, and rights of entry, was *twenty* years; with a proviso that "if any person or persons entitled to such writ or writs, or such right or title of entry, as aforesaid, shall be, or were, under the age of twenty-one years, *feme covert, non compos mentis*, imprisoned, or not within the commonwealth, at the time of such right or title, accrued or coming to them, or any such person, and his or her heirs, shall and may, notwithstanding the said twenty years are or shall be expired, bring and maintain his action, or make his entry, within ten years next after such disabilities removed, or the death of the person so disabled, and not afterwards." The limitation of *writs of right* upon the possession or seizure of an ancestor or predecessor was *fifty* years, and of any other possessory action upon such possession or seizin *forty* years, next before the *teste* of the writ; but no person could maintain a real action upon his own possession or seizin, except within *thirty* years next before the *teste* of the writ. But by more recent laws of the same State, (1830–'31 and 1836–'37—see Code of Virginia, edition of 1849, page 590; also edition of 1860, page 636,) no entry can be made on, or action brought to recover, any land, except within fifteen years next after the right of entry or action accrued; with a saving, however, in favor of infants, married women, and insane persons, allowing ten years after disability ceases, provided that the whole period does not exceed thirty years from the time the action first accrued.

NOTE.—Robert Harper's will is dated September 26, 1752, but by a codicil was republished October 1, 1752, and it was probated October 15, 1752: so that his death must have occurred between the 1st and 15th of October, 1752.

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Oct. 24, 1871

House of Representatives Executive Documents, Vol. 2 Part 1, 42nd Congress 3rd Session, 1871-72 Serial No. 1503

REPORT

OF

THE CHIEF OF ORDNANCE.

WAR DEPARTMENT,
Ordnance Office, October 24, 1871.

SIR: I have the honor to submit the following report of the principal operations of the Ordnance Department during the fiscal year ended June 30, 1871, with such remarks and recommendations as the interests of that branch of the military service seem to require.

The fiscal resources and disbursements of the Department during the year were as follows, viz:

Amount of appropriations in Treasury June 30, 1870	$14,499,779 70
Amount in Government depositories, to credit of disbursing officers, on same date	377,754 87
Amount of deposits in Treasury not reported to the credit of the appropriations on the same date	99,367 76
Amount of appropriations from July 1, 1870, to June 30, 1871, including fixed annual appropriations for arming and equipping the militia	782,912 55
Amount received since June 30, 1870, on account of damages to arms in hands of troops, from sales of arms to officers, and condemned stores, and from all other sources not before mentioned	9,960,595 97
Total	25,700,710 85
Amount of expenditures since June 30, 1870	*21,644,050 43
Amount of expenditures attending auction sales of ordnance stores since June 30, 1870, preparing them for sale and transporting them to place of sale	239,030 90
Amount of deposits in Treasury not reported to the credit of the appropriations	706,537 83
Amount in Government depositories to credit of disbursing officers on June 30, 1871	346,796 52
Amount of appropriations in Treasury on same date	†2,764,295 17
Total	25,700,710 85

During the last fiscal year there existed a great demand in Europe for arms and other ordnance stores, and this Department took advantage of it and sold, at fair prices, about ten millions of dollars' worth of arms and other ordnance stores, under authority given by Congress in July, 1868. The proceeds of the sales, except a small sum which was used to meet expenses incurred in preparing other stores for sale, have passed from the control of this Department and into the Treasury.

* This sum over $340,000 is for arms and ammunition made for the Navy Department, $31,610 60 for settlement of war claims.

† This sum only $893,534 59 (under the appropriation for arming and equipping the militia) is now available, the balance having, under the act of July 12, 1870, passed from the control of this Department for current expenditures.

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Oct. 21.1871

in having arms made at Springfield Armory under the orders of the Secretary of War, and the Government has at the same time been compelled to submit to an expensive lawsuit brought to restrain it from making the arms. Such a state of things ought not to exist.

A small number of revolvers (pistols) which use the primed metallic cartridge, have been made and issued to troops, and the few reports upon them which have been received at this Bureau show that they are greatly superior to the revolvers which use the paper cartridges, and must supersede them in the service. As soon as a proper model can be selected it should be adopted, and steps should be taken to make at the National Armory all of them which the Government may require. It will be more economical for the Government to pay a fair royalty and manufacture the revolvers, than to purchase them from the manufacturer, who will charge both royalty and manufacturer's profit.

Benicia Arsenal has been for some years the principal and almost the only arsenal on the Pacific coast. A recent inspection has shown that it should be made capable of doing all the necessary repairs of ordnance stores for the Pacific coast. The cost of transferring stores from the Pacific coast to arsenals on the Atlantic is so great that no stores should be sent east for repairs. My estimates for Benicia Arsenal have been made with a view to making it of sufficient capacity to do all the repairs of stores for the Pacific coast.

Since the date of my last report St. Louis Arsenal has been turned over to the Quartermaster's Department and converted into a cavalry recruiting depot: and Jefferson Barracks has, under your orders, been occupied as an arsenal. The transfer of the ordnance and ordnance stores from the arsenal to the barracks has been nearly completed. Jefferson Barracks is an excellent site for an arsenal, and its storehouses are capacious and in good order. Baton Rouge Arsenal has also, in pursuance of orders, been turned over to the Quartermaster's Department for garrison purposes, and was finally closed as an arsenal on the 15th of June last.

I respectfully renew my recommendation that the captured lands and buildings at Shreveport, Louisiana, and in Walker, Jefferson, Bexar, and Marion counties, Texas, which were turned over to this Department at the close of the war, be disposed of. They are of no use to the Department.

I also renew my recommendation that the following arsenals, which are no longer needed by this Department, be sold, viz: Rome, at Rome, New York; North Carolina, at Fayetteville, North Carolina; and Champlain, at Vergennes, Vermont. As the Mount Vernon Arsenal, in Alabama, has been ordered to be transferred to the Quartermaster's Department for Army purposes since the date of my last report, my recommendation for its sale is withdrawn.

I recommend that Congress be requested to authorize the sale of the magazine tract of land near Augusta Arsenal, Georgia. Extensive powder works were built upon it by the confederate government during the war, which are not wanted by this Department. The buildings and machinery are deteriorating, and their care is an expense to the Department.

No payment, except for a few lots, has yet been made on the Harper's Ferry property which was sold, in 1869, in accordance with the terms of the law directing the sale. The first payment should have been made last December, and the second and last payment should be made on the 1st of next December. The title to the property has not been trans-

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served by the United States, except for the few lots above referred to, and for those donated by the act authorizing the sale. Unless full payment for the property shall be made next December, it is my intention to report the fact to you and ask for instructions in the matter.

I still think that a large Arsenal of Construction, and a Powder and Niter Depot, should be established at some suitable points on the Atlantic coast, and I renew the recommendation made in my last report that Congress be requested to authorize and empower the Secretary of War to sell such of the arsenals as in his opinion have ceased to be required, and to apply the proceeds of their sales to the purchase of sites and the erection thereon of buildings for the arsenal and the depot. I respectfully invite attention to the remarks on this subject which are in my last report.

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House of Respresentati
Misc. Documents, Vol.
Vol. 2, 1872-73.
Serial No. 1572

January 27,1873

42D CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { MIS. DOC. No. 69.

WATER PRIVILEGES AT HARPER'S FERRY.

JOINT RESOLUTION

OF

THE LEGISLATURE OF WEST VIRGINIA,

IN FAVOR OF

The passage of a bill to resell the water privileges at Harper's Ferry.

JANUARY 27, 1873.—Referred to the Committee on the Judiciary and ordered to be printed.

Whereas at a public sale, under an act of Congress, held in the town of Harper's Ferry, county of Jefferson, West Virginia, in the latter part of November, 1869, of the water privileges at the said town, owned by the United States, the said water privileges were bid in by a Mr. T. C. Adams, giving bonds and security, at one and two years respectively, to secure payments: and whereas the said bonds having matured, and the said T. C. Adams having failed to comply with the agreement named: Therefore,

Be it resolved by the legislature of West Virginia, 1st. That as a means of affording relief to the citizens of said town and surrounding country, as well as to advance the interest of the State, our Senators in Congress be instructed, and our Representatives be requested, to favor the passage of a bill authorizing the Secretary of War to resell the same.

2d. That a copy of the foregoing preamble and resolution be transmitted by his excellency the governor of the State to the President of the Senate of the United States, to the Speaker of the House of Representatives, and to our Senators and Representatives in Congress.

Adopted January 17, 1873.

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1872-1873-House of Representative

January 11,1873 Reports, Vol. 1-Serial No. 1576

42D CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 21.

PURCHASERS OF PROPERTY AT HARPERS FERRY.

JANUARY 11, 1873.—Laid on the table and ordered to be printed.

Mr. COBURN, from the Committee on Military Affairs, made the following

REPORT:

[To accompany bill S. 67.]

The Committee on Military Affairs, to whom was referred Senate bill No. 67, for the relief of the purchasers of property at Harper's Ferry, having had the same under consideration, have directed me to make the following report:

This is a bill for the relief of the purchasers of the real estate formerly belonging to the United States, and used for and in connection with an arsenal at Harper's Ferry, in the State of West Virginia.

The bill contains two provisions. One is a postponement of the collection of the purchase-money, due or to become due, from purchasers of real estate not embracing water privileges, for a time not exceeding three years, at the discretion of the Secretary of War. The other is a provision for the rescission of the sales of all the property at that place, at the option of the purchasers, and for another sale.

It appears that the United States owned the site of an arsenal and adjoining grounds, with dams across the Potomac and Shenandoah Rivers, at Harper's Ferry, Virginia. That the arsenal has been removed from that place, and the Government on the 30th day of November and the 1st and 2d days of December, 1869, sold at public auction the entire property at Harper's Ferry to various purchasers for the sum in the aggregate of $297,803.50.

The water-power, dams, and adjoining lots, &c., and buildings on the Potomac, sold for $176,000. The water-power, dams, and adjoining lots and buildings on the Shenandoah sold for $30,000. The other subdivisions of the lands sold for much smaller sums to a large number of persons. The sales were made entirely upon credit, one-half of the purchase-money being payable in one, and one-half payable in two years from date of sale.

But a small portion of the purchase-money has been paid, viz, $5,686.

The purchasers of a portion of this property, without paying for the same, are deriving profits from the same and the uses thereof. For instance, a tract of land was sold upon which there were large deposits of iron ore. The ore is being dug and sold by the persons who ask a postponement of collection of the purchase-money. The same demand is made by those purchasers who have bought a ferry, and lots with buildings upon them. The purchasers of the water-power and dams upon the Potomac, soon after the sale to them, gave notice to the Baltimore and Ohio Railroad Company that—(See Exhibit C.) And threatened to seize, hold, and destroy the road and works of said company and interrupt the use of said railroad. Thereupon an action was brought for an injunction to prevent the purchasers from doing these acts.

January 11, 1873 Serial No. 1576

2 PURCHASERS OF PROPERTY AT HARPER'S FERRY.

The committee is informed that the injunction has been granted, the purchasers having suffered a default. The purchasers have had three years within which to improve or make sale of their property without paying a cent for it, some of them deriving profits therefrom. They seem to have bought it on a speculation, and now that it has not proven to be such, they seek to get rid of what may not prove to be profitable. The committee are of opinion that the purchase-money should be collected promptly. The committee recommend that the bill do lie upon the table.

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House of Representative
Executive Documents, Vol 11,
1872-1873. Serial 1569

February 13,1873

42D CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 214.

PURCHASERS OF PROPERTY AT HARPER'S FERRY.

LETTER

FROM

THE SECRETARY OF WAR,

RELATIVE TO

A bill to authorize the Attorney-General to adjust the claim of the Government upon the purchasers of property at Harper's Ferry.

FEBRUARY 19, 1873.—Referred to the Committee on the Judiciary and ordered to be printed, to accompany bill H. R. 3594.]

WAR DEPARTMENT,
February 13, 1873.

The Secretary of War has the honor to return to the House of Representatives the bill (H. R. 3594) to authorize the Attorney-General to adjust the claim of the Government upon the purchasers of property at Harper's Ferry, and to report to the House, for the information of the Committee on the Judiciary, in reply to letter of said committee of the 7th instant, that the only case now in the hands of the Department of Justice arising out of the sales of lands, buildings, &c., at Harper's Ferry, is that of the purchasers of the water-power, being the largest and most important part of the whole sale.

Touching the merits of the bill, this Department knows no reason why longer time should be given them to consummate their purchase, their notes being now overdue, respectively one and two years, and the sureties their bondsmen being amply able to consummate the sale at any time.

Suit is understood to be now pending against these parties, and there is no likelihood of disposing of the property to better advantage should this suit be abandoned, and the parties released from their obligations; nor are there equities warranting a compromise with them to the score of price.

The notes and bonds of a large number of small purchasers at the same sale are on file in the office of the Chief of Ordnance, awaiting the disposition that may be made of the case of these principal purchasers. Should they be compelled to fulfill their obligations, it is thought that no difficulty will be had in effecting a settlement with the smaller purchasers within a reasonable time.

WM. W. BELKNAP,
Secretary of War.

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Senate Executive Documents, Vol 1, 1873-74, Serial No. 1580

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

1070

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.

Pages 8 to 11 and Brown's 1896 1869 Plat of Harper's Ferry 's p ublic lands, have been reproduced in Volume I of the Acquisition and Disposal of Public Lands of the U.S. Armory at Harper's Ferry, West Virginia, 1796-1885, pp. 36-41.

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 capitalists, 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 those 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. TRAH.	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 65 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 1,305 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, the said did, in consideration of the sum of dollars then and there bid, and agreed to be paid by him therefor, duly become the purchaser of a certain , situate and being , and bounded and described as follows, to wit: , with all the privileges and appurtenances thereunto in anywise belonging; and whereas, in accordance with the act and notice, he, the said , has made to the said 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, 1870, 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.*

Serial No. 1580

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[First indorsement on foregoing letter.]

ORDNANCE OFFICE, *June* 1, 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 coming due in the early part of the next month (December, 1870,) might not be enforced, 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 request 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 on foregoing letter.]

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 inducement 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* 20, 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, 1865.

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, 1865, 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, 1865. 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* 21, 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.

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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

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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 $20 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.

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24 SALE OF GOVERNMENT PROPERTY AT HARPER'S FERRY.

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 horse 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-

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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.

H. 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 Kounce, 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 Kounce, 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 rooms 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 Kounce, 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. Kounce 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, @ $24 p. mo., $360.

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 equivalent 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 $30,000. 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 deal in 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 building 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 and to turn it 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 16, 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	73,943 50
	297,793 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

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sale of Government property at Harper's Ferry, W. Va., and how much, if any, money has been paid, I have the honor to state that the

Water-power on the Potomac sold for	$170,000 00
Water-power on the Shenandoah sold for	50,000 00
Shenandoah Ferry sold for	1,700 00
Wood-lot sold for	3,000 00
Orchard sold for	13,100 00
Dwellings, lots, &c., sold for	73,965 50
	295,765 50

The sum of $4,048.50 has been received in payment for dwellings and lots sold.

Very respectfully, your obedient servant,

WM. W. BELKNAP,
Secretary of War.

Hon. B. G. Davis, U. S. Senate.

1410 G STREET, WASHINGTON, D. C., *December* 19, 1872.

SIR: I have the honor to inform you that the rooms occupied by Mrs. Markwood in the Government house located on lot 2, block B, Shenandoah street, Harper's Ferry, W. Va., embracing all of the balance of the house not occupied by the corporate authorities of said town, except one room heretofore rented by Dr. Kessler, have been vacated by Mrs. Markwood. You are therefore respectfully requested, in accordance with a previous order issued by you, to direct Mr. Z. Butt, your agent in said town, to turn over the said rooms to the corporate authorities of Harper's Ferry, W. Va.

In behalf of said authorities,

DANIEL AMES, *Major,*
CHIEF OF ORDNANCE, *Washington, D. C.*

ORDNANCE OFFICE, WAR DEPARTMENT,
Washington, December 19, 1872.

SIR: You are authorized and directed to turn over to the corporate authorities of Harper's Ferry, on the conditions stated in my letter of July 16, 1872, the rooms lately occupied by Mrs. Markwood, in the building on lot 2, block B, Shenandoah street.

By order of the Chief of Ordnance.

Respectfully, &c.,

S. V. BENÉT,
Major of Ordnance.

MR. ZADOK BUTT,
Ordnance Agent, 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 these 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. Marguast 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.

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LETTER

OF

THE ATTORNEY-GENERAL

TRANSMITTING,

In compliance with a Senate resolution of January 21, 1874, information relative to the sale of Government property at Harper's Ferry.

MAY 7, 1874.—Referred to the Committee on the Judiciary and ordered to be printed.

DEPARTMENT OF JUSTICE,
Washington, May 6, 1874.

SIR: I have the honor to acknowledge the receipt of a resolution of the Senate bearing date the 21st of January last, as follows:

Resolved, That the Attorney-General of the United States be directed to furnish the Senate, at as early a day as practicable, a statement of all the information in his office relative to the sale of the Government property at Harper's Ferry, W. Va., and all suits in relation to said property, whether for purchase-money or otherwise.

In compliance therewith I transmit copies of all the correspondence upon the files and records of this Department in relation to the sale of the Government property at Harper's Ferry.

Very respectfully,

GEO. H. WILLIAMS,
Attorney-General.

Hon. M. H. CARPENTER,
President pro tem. United States Senate.

SENATE OF THE UNITED STATES.
COMMITTEE ON THE JUDICIARY.
Washington, January 19, 1874.

SIR: I have the honor to inclose herewith copy of a resolution in relation to the sale of Government property at Harper's Ferry, which was introduced in the Senate by the Hon. Mr. Davis, of West Virginia, and on my motion referred to the Committee on the Judiciary, on the 10th instant.

I will thank you to send to the committee at as early a day as practicable such information or suggestions as you may think proper as to the propriety of your Department making answer to the resolution.

Very respectfully,

GEORGE F. EDMUNDS,
Chairman.

Hon. GEORGE H. WILLIAMS,
Attorney-General.

SALE OF GOVERNMENT PROPERTY AT HARPER'S FERRY.

IN THE SENATE OF THE UNITED STATES,
January 21, 1874.

Resolved, That the Attorney-General of the United States be directed to furnish the Senate, at as early a day as practicable, a statement of all the information in his office relative to the sale of the Government property at Harper's Ferry, W. Va., and all suits in relation to said property, whether for purchase-money or otherwise.

GEORGE C. GORHAM,
Secretary.

Attest:

DEPARTMENT OF JUSTICE,
Washington, January 20, 1874.

SIR: I have the honor to acknowledge the receipt of your letter of the 19th instant, in reference to a Senate resolution, asking me to furnish the Senate, at as early a day as practicable, a detailed statement of all the information in this office relative to the sale of the Government property at Harper's Ferry, and all suits in relation to said property, whether for purchase-money or otherwise.

Application of a like nature was made to me some time ago by Senator Davis, and I called upon the district attorney of this District to furnish me with such information as he had upon the subject, as the papers were placed in his hands for the purpose of taking the necessary steps to collect what was claimed by the United States on account of the sale of such property. When the bonds given by the purchasers were placed in the hands of the district attorney it appears that they were disposed to defend on the ground that a part of the property purchased belonged to the Baltimore and Ohio Railroad Company, and I was also advised by the district attorney that the persons upon the bond, in case judgment should be obtained, were not responsible for more than an inconsiderable part of the amount claimed. According to the arrangement made at the time of the sale, a vendor's lien upon the property was preserved, and it occurred to me that the best course to be taken for the United States was to file a bill to enforce that lien upon the property, bringing the Baltimore and Ohio Railroad Company into court, so that the exact rights of the United States could be ascertained, and after the property was sold under that decree to hold the purchasers responsible for any loss sustained by the United States in consequence of their failure to pay the purchase-money if it should appear that any such loss is sustained. District Attorney Fisher's letter gives a more particular statement of what has been done in respect to those matters.

I know of nothing in the proceedings rendering it improper for me to answer the resolution of the Senate, and if any copies of papers or other information not contained in Mr. Fisher's letter are desired, please advise me.

Very respectfully,

GEO. H. WILLIAMS,
Attorney-General.

Hon. GEORGE F. EDMUNDS,
Chairman Judiciary Committee, United States Senate.

UNITED STATES SENATE-CHAMBER,
Washington, December 17, 1872.

DEAR SIR: The War Department informs me that the papers and claim of Government against Adams and others for property bought at

the Harper's Ferry, W. Va., Government sale, has been referred to your office, with a view to force collection of purchase-money.

Please inform me what has been done; how long it will probably take to force the collection; who are the principals and who bondsmen; what is the amount, &c.

I am informed that the part of the property, such as iron pipes, castings, &c., are now being sold by the person in charge.

The people of Harper's Ferry are deeply interested, and are inquiring of me, as one of their Senators, what is likely to be done.

Yours, respectfully,

H. G. DAVIS,
West Virginia.

Hon. G. H. WILLIAMS,
Attorney-General.

DEPARTMENT OF JUSTICE,
Washington, December 19, 1872.

SIR: I have the honor to acknowledge the receipt of your letter of the 17th instant relative to the claim of the Government against F. C. Adams and others for the amount due by them for the purchase of the property at Harper's Ferry.

In reply I have to inform you that, at the request of the Secretary of War, on the 23d of July last, I transmitted all the papers in the case to the United States attorney for this District, with instructions to bring suit against said Adams and his sureties. I have this day directed the district attorney to report to me the progress of this suit; and, as soon as I shall hear from him, I will advise you.

Very respectfully,

GEO. H. WILLIAMS,
Attorney-General.

Hon. H. G. DAVIS,
United States Senate.

WAR DEPARTMENT,
Washington City, January 6, 1873.

SIR: I have the honor to refer herewith for your consideration a communication from S. V. Yantis, reporting the removal of iron, &c., from the armory property at Harper's Ferry by certain parties, and a report from the ordnance agent in charge of the armory in relation thereto; in view of which it is requested that such measures be instituted by the Department of Justice as may be necessary to protect this public property from further removal.

Very respectfully, your obedient servant,

WM. W. BELKNAP.
Secretary of War.

The Hon. ATTORNEY-GENERAL.

HARPER'S FERRY, *December* 14, 1872.

DEAR SIR: The party in charge of what is left of the armory property at this place is engaged in tearing out window-frames of buildings

and digging up iron pipe and breaking them up for the purpose of selling it. He says he is doing it by the orders of the gentlemen who composed the company who purchased the property from the Government. My object in writing is, if possible, to put a stop to the future destruction of this property, and by parties who, from what I learn, have not paid one cent of the purchase-money.

From what the parties say who are engaged in this work, it is intended to make a clean sweep of everything salable. Give this matter your prompt attention for the sake of our much-abused town.

I am yours, respectfully,

S. V. YANTIS.

Hon. H. G. DAVIS,
Washington.

[Indorsements.]

DECEMBER 16, 1872.

Respectfully referred to the Secretary of War.

With great respect,

H. G. DAVIS.

War Department. Received December 17, 1872.

Hon. H. G. Davis refers letter from S. V. Yantis, Harper's Ferry, stating that parties are removing iron, &c., from the armory property at that place.

December 20, 1872. Received Ordnance Department.

[Second indorsement.]

ORDNANCE OFFICE, *December* 20, 1872.

Respectfully referred to Zadock Butt, ordnance agent, Harper's Ferry, W. Va., for immediate report. This paper to be reported to this office.

By order of the Chief of Ordnance:

S. V. BENÉT,
Major of Ordnance.

[Third indorsement.]

ORDNANCE OFFICE, *December* 17, 1872.

Respectfully returned to the Secretary of War, and attention invited to the accompanying report of the agent of this Bureau at Harper's Ferry. Since the 15th July, 1872, when this Bureau requested suit to be instituted by the Department of Justice against the principal purchasers at Harper's Ferry, and their sureties, no instructions have been given the agent at that place regarding this property.

As it is not known what, if any, steps have been taken by the Department of Justice to guard the interests of the United States, it is respectfully recommended that the report of the ordnance agent be referred to that Bureau for its information.

By order of the Chief of Ordnance:

N. C. LYFORD,
Captain of Ordnance, Principal Assistant.

Ordnance officer's report. Received December 27, 1872.

WASHINGTON, D. C., *December* 5, 1872.

DEAR SIR: I am willing to approve any arrangement you might make with Mr. Lashorn.

GEORGE H. PLANT.

Mr. WILLIAM B. WEBB.

I am willing that Mr. Lashorn may sell the old material at the Ferry to pay moneys due him and such members of the company as have made advancements.

W. B. WEBB.

I certify that the above is a true copy of the authority given Mr. John A. Lashorn by George H. Plant, president, and W. B. Webb, a member of the Harper's Ferry Water-Power Company, to remove materials from the armory property at Harper's Ferry, W. Va.

ZADOCK BUTT,
Ordnance Agent.

DECEMBER 23, 1872.

HARPER'S FERRY, W. VA.,
December 23, 1872.

MAJOR: I have the honor to acknowledge the receipt of your communication of the 20th instant, requesting a report as to the facts contained in the communication of Mr. S. V. Yantis, of this place, to Hon. H. G. Davis, United States Senator, and by him referred to the Hon. Secretary of War. In conformity thereto I beg to submit the following: While the Government property at this place was under the charge and control of Capt. D. J. Tomy, ordnance store-keeper, he kept employed a night and day watchman to guard the property, but when the property was sold to the Harper's Ferry Water-Power Manufacturing Company they discharged the night watchman, and retained Mr. James H. Lashorn to look after the property during the day. More than a year ago the company began to fall off in paying Mr. Lashorn his monthly salary, and thus containned until the 1st of the present month, (December, 1872,) when he found the company to be in arrears to him to the amount of nearly $400.

On the 2d instant Mr. Lashorn went to Washington to consult the members of the company with a view to a final settlement, and, finding it impossible to effect that, he proposed to them to permit him to sell the old material connected with the property to secure his salary as watchman, which authority they gave him in writing, a copy of which I obtained from Mr. Lashorn, and inclose for your inspection. You will observe from the verbiage of the order that it not only empowers him to sell materials for the purpose of securing his own money, but authorizes him to continne until he has sold sufficient to pay back moneys advanced by certain members of the company. Acting under that authority Mr. Lashorn has removed and sold a portion of the cast-iron blast-pipe underlying the old blacksmith-shop at the musket-factory; also the iron window-frames of the same shop, most of which were either entirely broken or warped from the effects of the fire when the building was burned during the late war, together with a portion of a temporary plank roof covering the same, which was placed on the building by a United States quartermaster during the war: in all amounting to over $300. These are the facts reported to me by Mr. Lashorn. At my sug-

gestion, upon private advice given that gentleman, he has ceased to make any further removals, as I felt no authority to advise him officially in the matter. Mr. Lashorn informs me that he does not intend interfering in any manner with the property against the wishes of the Department, and is acting under orders from the company presumed to have authority in the matter.

I would call the attention of the Department to the fact that Mr. Lashorn's duties as watchman of the property has ceased, and the property lies there unprotected and at the mercy of intruders, who may enter thereon and commit depredations. It is well known that there is a great quantity of valuable materials connected with the pipes, wheels, and other fixtures in the armory yard, such as lead, block-tin, and brass, which can be easily removed, and from the effects of the flood in the Shenandoah River in October, 1870, almost the entire iron materials at the Hall Rifle Works are exposed, and will undoubtedly be broken up and sold if the property is left unguarded. Illustrative of the condition of the interests of the Government at this place, I beg to state the case of the Government stable, a large brick stable, sold at the sale in 1869 to a John Wilson for $1,800, and when the flood came it washed down the stable, but left the bricks on the ground; and since that time more than one-half of them have been carried away, Mr. Wilson not having exercised any ownership over the property. I spoke to him about the matter, and he informed me he did not intend paying for the property, and I can assure you that his surety is questionable.

In conclusion, I would beg to suggest the immediate action of the Department in protecting this property, as, if it is permitted to remain unprotected even for a short time, the consequences will be a very great loss to the Government.

Respectfully, I am, your obedient servant,

ZADOCK BUTT,
Ordnance Agent.

Maj. S. V. BENÉT,
Acting Chief of Ordnance U. S. A., Washington, D. C.

DEPARTMENT OF JUSTICE,
Washington, January 10, 1873.

SIR: I have the honor to acknowledge the receipt of your letter of the 6th instant, referring for my consideration a communication from S. V. Yantes, reporting the removal of iron, &c., from the armory property of Harper's Ferry by certain persons; also a report from the ordnance agent in charge of the armory in relation thereto. You ask that such measures be instituted by the Department as may be necessary to protect this public property from further injury.

I am informed that this property has been sold by the Government, and purchased by private parties, who have given bond for the payment of the purchase-money. I do not see, therefore, how the Department can take any action in the matter, unless there are other facts with which it is not acquainted whereby the Government would have the right to interpose its authority.

Very respectfully,

GEO. H. WILLIAMS,
Attorney-General.

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

UNITED STATES SENATE CHAMBER,
Washington, January 16, 1873.

DEAR SIR: On 19th ultimo you wrote me that you had directed the district attorney (of this District) to report to you what progress in suit against Adams and others for payment of property at Harper's Ferry. I will thank you to give me his reply.

Yours, with great respect,

H. G. DAVIS.

Hon. G. H. WILLIAMS, *Attorney-General.*

OFFICE UNITED STATES ATTORNEY, DISTRICT OF COLUMBIA,
Washington, D. C., January 14, 1873.

SIR: Referring to your letter of inquiry, and our conversation subsequently, concerning the claim of the United States against F. C. Adams and his sureties upon three bonds given by them, amounting in the aggregate to the sum of $209.705, the purchase-money of certain lots and water-power at Harper's Ferry, I have the honor to state that I am preparing the declaration against Adams and his sureties, and will file them as soon as prepared, and endeavor to speed the cause as rapidly as possible. As, however, I said to you in our conversation, I am satisfied, after consulting with Mr. Phillips, the deputy marshal of this District, that the sureties have not enough property in this District or elsewhere, to my knowledge, to respond to more than one-fourth of the amount of said purchase-money; and I will repeat what I said to you, that it would be, as I think, better if the Government should take the necessary steps to take back the property and resell the same, holding the sureties for the difference between what it may bring at the second sale and that which Adams was to pay.

The sureties on the bond given for $3,705 are Clinton Lloyd, the chief clerk of the Clerk of the House of Representatives; William B. Webb, a member of the bar of this District; and Francis A. McCartney, now deceased, formerly the disbursing clerk of the Post-Office Department. Some two years ago McCartney defaulted, became an inmate of the lunatic asylum, and died about eighteen months ago utterly insolvent. Webb has property in this District assessed at $9,190, against which, I believe, there are no liens; and Lloyd has an assessment of $10,244, subject to a lien for a large portion of that amount, say about one-half. The same parties and no others are sureties in the second bond, for $30,000. Adams has no property in this District, so far as I can learn. The sureties on the third bond, for $176,000, are the same, with the addition of Samuel P. Brown, J. W. Fitzhugh, Nathaniel Wilson, and George H. Plant. The latter gentleman has an assessment of some $115,000, but it is so involved and encumbered that Mr. Phillips tells me that it is very difficult for him to make the money on executions already out against him. Wilson is assessed at $14,377: Fitzhugh at $1,000; and as to Brown, it is sufficient for me to say that the Government is already driven to withholding his salary as commissioner of the board of public works in order to make good his own default as navy-agent during the war. His deficit, as such, is over $40,000. To recover one-third of the whole amount of these bonds here is, I think, impossible; so does Phillips; and it is for this reason that I advise some

proceeding to recover the property sold to Mr. Adams, as well as to proceed here.

Yours, very respectfully,

GEO. P. FISHER.
United States Attorney, D. C.

Hon. GEORGE H. WILLIAMS,
Attorney-General, &c.

WAR DEPARTMENT,
Washington City, January 18, 1873.

SIR: I have the honor to submit herewith, for your consideration and such action as you may deem it advisable to take, a request of the mayor of Harper's Ferry, W. Va., that the vendor's lien against the water privileges at that place be pressed in the United States district court of West Virginia, as rapidly as possible, in order that the sale of said water privileges may be had at an early day, and further to invite your attention to the indorsement of the Chief of Ordnance thereon.

Very respectfully, your obedient servant,

WM. W. BELKNAP,
Secretary of War.

The Hon. ATTORNEY-GENERAL.

WASHINGTON, D. C., *January* 13, 1873.

SIR: As the only speedy and effectual mode of relief from the stagnation and ruin which has so long oppressed us, we do respectfully but earnestly pray you to order that the vendor's lien against the water privileges at Harper's Ferry, W. Va., may be pressed in the second United States district court of West Virginia as rapidly as possible, so that a resale of said water privileges may be had at an early day.

In behalf of the corporate authorities and of the citizens of Harper's Ferry and vicinity.

I am, very respectfully,

DANIEL AMES, *Mayor.*

CHIEF OF ORDNANCE,
Washington, D. C.

[Indorsement.]

ORDNANCE OFFICE, *January* 13, 1873.

Respectfully submitted to the Secretary of War. Should this prove to be the most effectual and speedy mode of reaching a settlement of the case, it is desirable, in the interests of the United States and the people of Harper's Ferry, that it be followed.

It is respectfully recommended that this paper be referred to the Department of Justice for its consideration and action.

By order of the Chief of Ordnance:

S. V. BENÉT.
Major of Ordnance.

JUDICIARY COMMITTEE, HOUSE OF REPRESENTATIVES,
February 7, 1873.

I have the honor to inclose a bill referred to this committee, H. R. 3391, to authorize the Attorney-General to adjust the claim of the Government upon the purchasers of property at Harper's Ferry, with request for such information as you may be pleased to communicate as to the

merits of the bill and the propriety of recommending its passage by the House.

Respectfully, your obedient servant,

JOHN A. BINGHAM,
Chairman.

Hon. GEORGE H. WILLIAMS,
Attorney-General.

DEPARTMENT OF JUSTICE,
Washington, February 8, 1873.

SIR: I have the honor to acknowledge the receipt of your letter of yesterday inclosing H. R. No. 3594, entitled "An act to authorize the Attorney-General to adjust the claim of the Government from the purchasers of property at Harper's Ferry," and requesting me to communicate to you any information I might have as to the merits of the bill, and as to the propriety of recommending its passage to the House.

I understand that the property in question was sold, and that no conveyance was ever executed by the United States to the purchaser, and that he holds no other evidence of title than a certificate of purchase. He executed bonds to the United States for the purchase-money, with certain persons as securities, the bonds providing that the United States should retain a vendor's lien upon the property. The purchaser has failed to pay according to the stipulations of the bonds, and suit has been commenced upon them against him and his sureties. But I am advised that, if judgment is recovered, not more than $30,000 or $40,000 of the $170,000 or $180,000 for which the property was sold can be collected.

I had a conference with two of the sureties this morning, and I suggested as a possible way of reaching some result that the United States should file a bill in the United States district court for the western district of Virginia to enforce the vendor's lien upon the property, and that the purchaser should allow a decree to go in favor of the United States providing for the sale of the property to pay the purchase-money, and at the same time reserving to the United States all its rights to recover from the purchaser and his sureties all losses which have resulted or may result from his failure to pay the purchase-money according to contract. I do not know whether or not this arrangement can be effected. I presume, under the circumstances, that the property cannot be sold for the amount for which it formerly sold: that in any event the Government will lose in the transaction, unless the purchaser and his sureties can be made responsible for any difference between the amount for which the property may sell upon a decree to enforce the vendor's lien and the amount it was sold to the late purchaser.

I do not know that the bill, a copy of which you inclose, will be necessary, and I should prefer to have the matter adjusted through the proceedings in the court. I would suggest, however, that perhaps a bill could be passed authorizing the Secretary of War to resell the property, as the title remains in the United States, and providing also that the liability of the late purchaser and his sureties to pay for any losses resulting from the non-performance of their contract of purchase shall not be effected thereby.

Very respectfully,

GEO. H. WILLIAMS.
Attorney-General.

Hon. JOHN A. BINGHAM,
Chairman Judiciary Committee, House of Representatives.

Serial No. 1581

OFFICE UNITED STATES ATTORNEY, DISTRICT OF COLUMBIA,
Washington, D. C., March 7, 1873.

SIR: Referring to the conversation I had with yourself and Mr. Ames, the mayor of Harper's Ferry, on Monday, respecting the Government property there, I have to say that, since then, I have seen Nathaniel Wilson, esq., who informs me that Adams and his sureties intend writing you, requesting that you, in behalf of the Government, shall resell the property. Should they do so, I would respectfully suggest whether, if you should accede to their proposition, it would not be well to say to them that it shall be upon the express condition that, by doing so, none of the rights of the Government in respect to the suits now pending in this District against them shall be in any wise prejudiced by your acceptance and resale of the property, but that they shall be held liable therein to all intents and purposes as if no acceptance and resale had been had, so far as relates to the difference between the former and the future sale.

Yours, very respectfully,

GEO. P. FISHER.
United States Attorney, D. C.

Hon. GEO. H. WILLIAMS,
Attorney-General United States, Washington, D. C.

HARPER'S FERRY, W. VA., *March* 18, 1873.

SIR: I am in charge of the late armory property at this place. I was first employed as watchman of the property by Capt. D. J. Young, of the Ordnance Corps, United States Army, when he was stationed here. When the property was sold to the Harper's Ferry Water-Power Company, I was retained by that company on the same terms which I had served the Government under Captain Young. The company continued to pay me until the 1st of January, 1873, when I was notified by the company that they would exercise no further control of the property, in the following language: "The Government has sued us, and as we have never had any 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 any more pay unless the Government takes charge and pays you." When I received their letter I did not feel authorized to continue in charge of the property, not knowing where to look for my pay, relinquished my charge, and no sooner had I done so than some parties entered the armory yard, and commenced to commit depredations by breaking the iron water-piping, and taking the lead and brass from around the journals. They broke up a very valuable water-pipe about one hundred and fifty feet in length, and would have carried it away had I not stopped them. In consequence of these depredations I resumed charge of the property, and have continued protecting the same as before. Zadock Butt, esq., the ordnance agent at this place, can certify that my services have been valuable to the Government in protecting their interests. And knowing that the Government hold a vendor's lien on the property, I believed then, as I believe now, that the Government would reward my services.

In view of the facts stated I write you to know whether I may expect any reward from the Government for my services, and whether I am justifiable in continuing in charge of the property. If I abandon the property before thirty days very material damage will be done the piping now lying exposed in the yard. The depredations are committed

by boys, who break the piping for the purpose of securing the lead which is around the joints.

If you will indorse my services to the War Department, I will continue in charge; otherwise I will be compelled to look elsewhere for employment, as I have a family to support. As this matter is now before your office, I will be obliged to you if you will inform me whether I must continue, and whether I can hope for the Government to pay me for my services.

Hoping to receive your views on the subject, I am your obedient servant,

JOHN A. LASHORN.

Hon. GEORGE H. WILLIAMS,
Attorney-General, Washington, D. C.

P. S.—I requested the company to inform me what disposition to make of the "keys" of the property, and they pay no attention to my requests, so I would like to know who I am to look to as controlling the property.

J. A. S.

DISTRICT OF WEST VIRGINIA,
UNITED STATES ATTORNEY'S OFFICE,
Clarksburgh, June 2, 1873.

SIR: Yours 29th ultimo, relative to institution of proceedings for the sale of the Harper's Ferry property for non-payment of purchase-money, to hand.

The proceedings to which you refer as having taken place between the Baltimore and Ohio Railroad Company and the purchasers were had in the circuit court of the county of Jefferson, West Virginia, and as soon as I can obtain a copy of the record of said proceedings (which I understand is quite voluminous) I will proceed to Washington to confer with you upon the subject as requested by you.

Most respectfully, your obedient servant,

N. GOFF, JR.,
United States Attorney.

Hon. GEO. H. WILLIAMS,
Attorney-General.

DEPARTMENT OF JUSTICE,
Washington, June 12, 1873.

SIR: I desire to obtain copies of all papers on file in your Department, duly certified for use in the courts, relative to the sale and the present condition of the Harper's Ferry property. Please give this matter early attention.

Very respectfully,

GEO. H. WILLIAMS,
Attorney-General.

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

DEPARTMENT OF JUSTICE,
Washington, June 12, 1873.

SIR: I desire to obtain copies of the bonds and other papers on file in your Department, duly certified for use in the courts, relative to the

sale of the Harper's Ferry property. Please give the matter early attention.

Very respectfully,

GEO. H. WILLIAMS,
Attorney-General.

Hon. WM. A. RICHARDSON,
Secretary of the Treasury.

OFFICE UNITED STATES ATTORNEY, DISTRICT OF COLUMBIA,
Washington, D. C., July 1, 1873.

SIR: After leaving your office to-day, Mr. Goff and myself had an interview with Messrs. Webb and Wilson, two of the sureties of F. C. Adams, the purchaser of the Harper's Ferry property under the sale of December, 1869, and also with Mr. Oliver, the counsel of Mr. Adams. As we all supposed, they balked at that part of our bill asking a decree for the entire purchase-money; but said that if it could be understood that the Government would not proceed to a sale under the decree to enforce the vendor's lien, until after the determination of the claim of the Baltimore and Ohio Railroad Company, they would acknowledge service of the process as we desired, and thus expedite the resale. We told them that upon consultation with you this morning we had come to the conclusion to hurry forward the decree for the enforcement of the lien as fast as possible, and immediately upon obtaining it to institute proceedings to quiet our title to the premises against the Baltimore and Ohio Railroad Company, and not to make sale until after the decision of the issue between the Government and the railroad company, so that the best price might be had for the property. They then informed us that if such were your instructions to us they would do all in their power to hasten the case to a conclusion. Shall we assure them as from you that it is not the intention of the Government to sell under the vendor's lien, until we shall have tested the claim of the Baltimore and Ohio Railroad Company?

Please give me a reply to-morrow morning, as we are to have another conference in the afternoon.

Very respectfully,

GEO. P. FISHER,
United States Attorney, District of Columbia.

Hon. GEORGE H. WILLIAMS,
Attorney-General, &c.

UNITED STATES SENATE-CHAMBER,
Washington, January 7, 1874.

SIR: I desire to secure all the information in your possession relative to the sale of the Government property at Harper's Ferry, W. Va., and to the collection of the bonds given by the purchasers therefor. By giving this your early attention you will much oblige

Yours, respectfully,

H. G. DAVIS,
Of West Virginia, per M.

Hon. GEORGE H. WILLIAMS,
Attorney-General.

UNITED STATES SENATE CHAMBER,
Washington, January 13, 1874.

DEAR SIR: Some days since I addressed you a letter asking for a statement in detail of all the facts in your possession relative to the sale of the Government property at Harper's Ferry, W. Va.

Please indicate when I shall be likely to receive the information. If preferred by you I will have a resolution on the subject adopted by the Senate.

Respectfully,

H. G. DAVIS,
Per M.

Hon. G. H. WILLIAMS.

DEPARTMENT OF JUSTICE,
Washington, January 15, 1874.

SIR: I have the honor to acknowledge the receipt of your letter of the 7th instant, asking for all the information in the possession of this Department relative to the sale of Government property at Harper's Ferry, and to the collection of the bonds given by the purchasers thereof.

In reply I inclose herewith a copy of a letter addressed to this Department under date of the 13th instant by the United States attorney for this District, which contains the information you desire in relation to this matter.

Very respectfully,

GEO. H. WILLIAMS,
Attorney-General.

Hon. H. G. DAVIS,
United States Senate.

OFFICE UNITED STATES ATTORNEY, DISTRICT OF COLUMBIA.
Washington, D. C., January 13, 1874.

SIR: Your letter of the 8th instant, inclosing one received by you from Senator Davis, was received on Saturday morning.

In reply to the inquiries made by Senator Davis, I have the honor to state that on the 3d of February, A. D. 1873, in obedience to your instructions, I instituted suits severally against Francis C. Adams, the original purchaser of the Harper's Ferry property, and his sureties on three several bonds, the real debt of which aggregates the sum of $206,000.

The bonds upon which these suits were brought contained in their conditions, among other things, a provision for the enforcement of the vendor's lien. Upon consultation had between yourself, Mr. Goff, the United States attorney for West Virginia, and myself, it was agreed, you will remember, that bills in equity should be filed by the United States against Mr. Adams and his sureties in the district of West Virginia, for the purpose of enforcing the vendor's lien, which bills were filed some time in July or August last, and a decree obtained either in September or October for the sale of the property in such case. The sale to be made by Mr. Goff, as trustee, at a time to be fixed by a future order of the court.

When the suits were brought here to recover the purchase-money

upon the bonds, there was a bill pending in Congress, which, I think, had passed one branch of it, authorizing a recision of the sale and the release of Adams and his sureties from the payment of the sums stipulated in the bonds. In the mean time, or before any proceedings were instituted against Adams and his sureties, suit had been brought by the Baltimore and Ohio Railroad Company in the court of chancery of West Virginia, and a decree made in favor of said company for quite a large portion of Adams's purchase, being that part of the said purchase lying on the Potomac River shore upon which said company had constructed their road some thirty-five years ago, as it was supposed, under and by virtue of an article of agreement made between Joel R. Poinsett, then Secretary of War, and Louis McLane, then president of said company.

If I have been rightly informed, the decree of the West Virginia court of chancery was grounded not only upon said article of agreement, but upon a deed in fee executed by one Byrnes to said company for that portion of the Adams purchase on which the road of said company is located, and that the evidence in the cause between said Baltimore and Ohio Railroad Company and said Adams and others showed that, some sixty or seventy years ago, the land in controversy lay below the ordinary flow of water in the Potomac River; that the State of Maryland was then entitled to exercise jurisdiction and proprietorship to said ordinary flow of water, and had granted by patent to said Byrnes some islands in the Potomac, as well as the land covered with water lying between said islands and the ordinary flow on the right bank of said river, and that that portion of the land in controversy was then covered with water and included in Byrnes's patent.

About the time of the filing of the bills in equity against Adams and his sureties, Mr. Goff and myself had conferences with you, and also with Adams and his sureties, the conclusion of which was that they should not controvert but expedite the proceedings about to be entered against them to enforce the vendor's lien, and that the sale to be made under the decree for the enforcement of said lien should not be made until all the outstanding claims against the property should be adjusted, and particularly not until it should have been judicially determined what, if any, right or claim the Baltimore and Ohio Railroad Company have to the property, or any part of it. With this understanding the decree for the enforcement of the lien was had in August or September last, a much earlier time than it could have been obtained had the proceedings been adversary.

After these decrees had been obtained, a bill in equity was proposed by Mr. Goff and myself at the suit of the United States and Adams and his sureties, complainants, against the Baltimore and Ohio Railroad Company, and filed in the district court for the district of West Virginia, for the purpose of quieting the title of the plaintiffs, and removing the cloud impending over it by reason of the claim of said company and its decree against Mr. Adams, the purchaser from the United States. To that bill I presume no answer has yet been filed, or, if it has, I have had no notice thereof from Mr. Goff.

It is my duty, perhaps, to repeat to you in writing what I have heretofore said to you orally, that if judgments shall be obtained in this District in the suits brought upon the bonds given by Mr. Adams and his sureties, such judgments will be liens upon property scarcely equal in value to one-fourth of the purchase-money.

Having furnished you with this history of the matter, I have only to add that it will afford me great pleasure to meet Senator Davis either

alone or with you, and furnish him or you with further and more detailed information.

Very respectfully, &c.,

GEO. P. FISHER,
United States Attorney, District of Columbia.

Hon. GEORGE H. WILLIAMS,
Attorney-General United States.

UNITED STATES SENATE CHAMBER,
Washington, January 29, 1874.

SIR: I inclose a copy of H. R. 3594, in reference to the Harper's Ferry property, introduced by Mr. McGrew in the House last session. The bill passed the House, but failed in the Senate for want of time. I desire to introduce the bill again this session, but before doing so would like to know if you have any suggestions or amendments to propose. An early attention to this matter will much oblige

Yours, respectfully,

H. G. DAVIS, *Per M.*

Hon. GEORGE H. WILLIAMS,
Attorney-General.

DEPARTMENT OF JUSTICE,
Washington, February 3, 1874.

SIR: I have the honor to acknowledge the receipt of your letter of the 29th ultimo, inclosing a copy of House bill 3594, in reference to the Harper's Ferry property. You state that you desire to introduce the bill again this session, but before doing so would like to know if I have any suggestions to make or amendments to propose.

In reply, I have to inform you that I have no suggestions or amendments to make in regard to the matter further than to say that I would prefer that the Secretary of War in place of the Attorney-General be authorized to adjust the claims of the Government upon this property, as it belonged to the military branch of the service.

Owing to my absence from the city, your letter has remained unanswered until to-day. The bill is herewith returned.

Very respectfully,

GEO. H. WILLIAMS,
Attorney-General.

Hon. H. G. DAVIS,
United States Senate.

UNITED STATES SENATE-CHAMBER,
Washington, April 22, 1874.

DEAR SIR: A bill is pending before the Judiciary Committee seeking a resale of the property belonging to the United States at Harper's Ferry. It appears that this property was publicly sold in 1868, and bonds taken from the purchasers. The committee desire to have copies

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of all these notes of the purchasers for the purchase-money, with sureties, with date and amount. How many of these notes have been collected? What steps have been taken for the collection of said notes? Have said purchasers, or any of them, sought to avoid said purchases, and the evidence of the same.

Be kind enough to give reasons to the committee of what their action should be in the premises.

With great respect, I have the honor to be your obedient servant,

J. W. STEVENSON.

Hon. GEORGE H. WILLIAMS,
Attorney-General.

DEPARTMENT OF JUSTICE,
Washington, April 22, 1874.

SIR: I have the honor to acknowledge the receipt of your letter of the 20th instant, stating that there is a bill pending before the Judiciary Committee of the Senate seeking a resale of the property at Harper's Ferry, and you ask for information upon the subject.

In reply I have to inform you that this matter was placed some time since in the hands of the United States attorneys for this District and the district of West Virginia, who have since had entire charge of it. I have this day addressed both these gentlemen, directing them to report to me at once what proceedings have been taken in the case. As soon as I shall have heard from them I will communicate further with you.

Very respectfully,

GEO. H. WILLIAMS,
Attorney-General.

Hon. J. W. STEVENSON,
United States Senate.

Serial No. 1581 Senate Executive Documents, Vol. 2, 1873-74 Doc. 48-Part 2

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43D CONGRESS, 1st Session. SENATE. EX. DOC. 3, Part 2.

LETTER

FROM

THE ATTORNEY-GENERAL,

COMMUNICATING

A copy of a communication of the United States attorney for the district of West Virginia, in relation to the sale of Government property at Harper's Ferry.

MAY 15, 1874.—Referred to the Committee on the Judiciary and ordered to be printed.

DEPARTMENT OF JUSTICE,
Washington, May 14, 1874.

SIR: On the 6th instant, in answer to a resolution of the Senate dated the 21st of January last, I had the honor to transmit to that body copies of all the correspondence upon the files and records of this Department in relation to the sale of the Government property at Harper's Ferry, and I now inclose a copy of a letter upon the same subject this day received from the United States attorney for the district of West Virginia.

Very respectfully,

GEO. H. WILLIAMS,
Attorney-General.

Hon. M. H. CARPENTER,
President pro tem. United States Senate.

DISTRICT OF WEST VIRGINIA,
UNITED STATES ATTORNEY'S OFFICE,
Clarksburgh, May 11, 1874.

SIR: Your communication 22d ult., relative to the Harper's Ferry property, from some cause, has but just reached me.

The bond and notes executed by the purchaser at the public sale in 1868 are now on file in the Treasury Department; a certified copy of them, procured by me from the Secretary of the Treasury, is now on file as exhibit in the chancery suit, pending at Wheeling, to subject such property to sale, for the purpose of paying the purchase-money.

I instituted suit in July, 1873, in the district court for this district, at Wheeling, to recover the amount of purchase-money due on said property, as shown by said bond and notes, and at September term, 1873, of said court, obtained a decree in favor of the United States for the full amount claimed, not one cent having ever been paid on said purchase.

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This decree was against Francis C. Adams, the purchaser, and his sureties, and in case of their failure to discharge the same, it was ordered that the property be resold for that purpose.

The property has not yet been offered for sale under said decree, as a suit was subsequently instituted *v.* The Baltimore and Ohio Railroad Company, to remove a cloud on title to said property, occasioned by a claim to a portion of the same set up by said company, which latter suit is still pending and undetermined.

Said purchaser has declined to pay said notes and comply with the terms of his purchase, on account of the claim of said Baltimore and Ohio Railroad Company to a part of said property.

Some proceedings were instituted in the District of Columbia, by District Attorney Fisher, against Adams and his sureties, with what result I am not advised.

Please inform me if there is any additional information on this subject I can furnish you.

Most respectfully, your obedient servant,

N. GOFF, JR.,
United States Attorney.

Hon. GEO. H. WILLIAMS,
Attorney-General, Washington, D. C.

May 27, 1874

43rd Congress, 1st session.

Serial 1626.

House of Representatives Reports, of Committee, Vol 4, 1873-74

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CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 616.

PROPERTY AT HARPER'S FERRY.

May 27, 1874.—Committed to the Committee of the Whole House on the state of the Union and ordered to be printed.

Mr. FRYE, from the Committee on the Judiciary, submitted the following

REPORT:

[To accompany bill H. R. 549.]

The Committee on the Judiciary, to whom was referred the bill (H. R. 549) to authorize the Attorney-General to adjust the claim of the Government upon the purchasers of property at Harper's Ferry, having had the same under consideration, make the following report:

The buildings formerly used by the United States as an arsenal, and for the manufacturing of arms, &c., at Harper's Ferry, having all been destroyed during the late war of the rebellion, and the Government having determined to abandon the use of the property for the purposes aforesaid, the House of Representatives passed a resolution March 26, 1867, requesting the Attorney-General to examine the title-papers to said property, and report his opinion as to the title of the United States to the same: "Whether it is in fee-simple or merely held in trust by the President for a specific use and no other," and in response thereto the Attorney-General, December 5, 1867, made a report reviewing the title-papers, and affirmed that "the United States held a title in fee-simple to all of their property at Harper's Ferry." By an act of Congress approved December 15, 1868, the Secretary of War was 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 such parcels as in his opinion should 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 purchasers for the payment of the purchase-money, and empowering the Secretary of War, on receipt of the purchase-money in full, to execute all necessary deeds to the purchasers on behalf of the United States, and directing him to apply the proceeds—

House Journal 1st sess. 40th Congress, page 115. Doc. No. 1, page 1.

Ex. Doc. No. 17, 2d sess. 40th Congress. Doc. No. 1, page 3.

Stat. at Large, vol. 15, page 265. Public act No. 1. Doc. No. 2.

First. In defraying the expenses of the sale.

Second. In refunding to the United States the principal sum of purchase-money paid for said lands, tenements, and water-privileges by the United States, and for the erection of buildings thereon.

Third. To pay the surplus, if any, to the State of West Virginia, for the benefit of the school-fund of said State.

In pursuance of said authority, the Secretary of War, on the 30th November and the 1st and 2d days of December, 1869, sold at public sale the said property, consisting of—

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1. The water-power and grounds upon which the arsenal, arm and factories formerly stood.
2. An iron-ore bank.
3. A ferry-privilege.
4. A large number of lots.

Document No. 3. The total amount bid for all of said property was $803.50, of which amount there was bid for the water-p and property immediately connected therewith, the sum of $206.0

$ 297,803.50.

At the time of said sale the Baltimore and Ohio Railroad Co were in possession of a portion of said property for a right of w their railroad, under a license of the War Department dated the 5 of November, 1838, and of which the purchaser of the water-pow mits he was advised, and which clearly defined the limits of the leges granted therein to said railroad company.

It is alleged on the part of the purchaser of said water-power that after his purchase thereof he began to take measures to utiliz property, and make it available for manufacturing purposes, but the said railroad company claiming extensive privileges, and exer rights outside the limits prescribed in the license of the War D ment, and entirely inconsistent with the proper use of the proper the purposes for which he purchased the same. And that said com had, among other things, in rebuilding a bridge across the race w constructed their abutments as to seriously interfere with the use water-power, and were committing other acts to the detriment o

Document No. 3, page 24. property, for which no authority whatever was shown, as he alleges, while he was proceeding to make the said erty available, for the purposes of establishing manufactories, &c railroad company filed an application in the courts of West Virgi an injunction to restrain him from any interference with the pre

Document No. 4, page 2. claimed by them, in which bill the said company claim their only authority, the license of the War Depar aforesaid.

Doc. No. 4, pages 21, 30, 31. To this bill the purchaser made answer substanti follows:

(1) That the War Department had no authority to grant such l
(2) That the said company were claiming and exercising rights o of the limits prescribed by said license.

When the said cause came on to be heard in court upon said b

Doc. No. 6, page 2. answer, the said company asked leave to file an am bill, which leave was granted, and in said amended b said company put in a claim to the occupancy of said property in the original bill, under the authority of the Government, but b adverse and hostile thereto, derived by deed dated September 14 from one Patrick Byrne, who claimed to hold the same under a from the State of Maryland, dated January 8, 1822, by which de said Byrne conveyed to the railroad company all the ground o

Doc. No. 6, page 2. by them with their tracks. And the bill further a what is true, that the said Byrne subsequently, to deed dated 7th February, 1848, conveyed to the United States a land covered by his patent, excepting and reserving therefr

Doc. No. 6, page 2. portion previously conveyed to the railroad company. the said amended bill further alleges that the land c by the Byrne patent was formed by accretions in the bed of th and was within the limits of the State of Maryland, and formed of the original purchase by the United States, which was wholl State of Virginia.

It will thus be seen that the controversy in regard to the property raises, among other things, the important question of the true division-line between the States of Virginia and Maryland, and has involved the purchaser of the water-power, &c., in expensive and vexatious litigation, the final result of which is quite uncertain, while the fact that the United States Government thought fit to purchase the title of Byrne gives some color to the validity of his claim.

The purchaser of the water-power has also exhibited evidence to show that he was negotiating for the sale of said property, and was prevented from consummating the same by the fact of the pending litigation with the railroad company. And further shows that the said company, as lately as 1872, have been extending still further the exercise of rights over said property. And also shows that the Attorney-General of the United States was duly advised of the litigation in regard to the property. The purchaser claims that, having purchased such property in reliance upon the opinion of the Attorney-General that the United States had a valid title thereto, it would be unconscionable to hold him and his sureties to the payment of the purchase-money, as he has been prevented from utilizing the said property, or making any disposition thereof, in consequence of the controversy in regard to the title, and that, having lost his opportunity to make the same available, he should be relieved from his obligation without regard to the final determination of said suit.

Doc. No. 7.
Doc. No. 8.
Doc. No. 9.

The purchasers of other property at said sale claim to be relieved on the ground that they purchased the same in the expectation that the purchasers of the water-power would utilize the property speedily for manufacturing purposes, and, this having failed, they find themselves without any business, and unable to comply with the terms of their purchase.

The State of West Virginia, the residuary beneficiary of the fund derived from said sale, and also greatly interested in the utilizing of said property in the development of her industrial interests, has, by joint resolution of her legislature adopted January 17, 1873, requested Congress to rescind said sales and resell the property, and bills for that purpose similar in terms to that referred to your committee have heretofore passed both Houses of Congress at different sessions.

Doc. No. 10.
Docs. Nos. 11 and 12.

Your committee are of opinion that, under the circumstances, the purchasers are entitled to relief, and no title having ever passed to the purchasers, and no damages being claimed by them, and, moreover, it having been rendered quite uncertain, in consequence of the death and insolvency of several of the sureties on the bonds of the purchasers which have occurred since said sales, whether the Government can recover any considerable portion of the purchase-money for said property, your committee are of the opinion that it will be for the interest of the Government to rescind said sales, and they accordingly recommend the passage of the accompanying bill.

Senate Reports of Committees, 43rd Congress, 2nd Session, 1874-75, Vol. 1, Document No. 556- Serial No. 1632.

January 26, 1875:

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43D CONGRESS, 2d Session. } SENATE. { REPORT No. 556.

IN THE SENATE OF THE UNITED STATES.

JANUARY 26, 1875.—Ordered to be printed.

Mr. STEVENSON submitted the following

REPORT:

[To accompany bill S. 454.]

The committee to whom was referred the bill (S. 454) to authorize the Attorney-General to adjust the claim of the Government upon the purchasers of property at Harper's Ferry, have had the same under consideration and beg leave to report:

By an act of Congress, approved December 15, 1868, the Secretary of War was 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, 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, after advertising the time, terms, and place of sale 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.

There was exempted from said sale, by the terms of the act, the buildings, with the lots on which they stand, numbered 30, 31, and 32, and also building numbered 25, with enough of the lot on which it stands to give a breadth of ten rods on High street, otherwise known as Washington street, being the same which have heretofore been assigned by the War Department to the Bureau of Refugees, Freedmen and Abandoned Lands for educational purposes, which said last-mentioned lots and buildings the Secretary of War was directed and authorized to convey to Storer College, an institution of learning chartered by the State of West Virginia. The said act further empowered and directed the Secretary of War to convey to the respective purchasers of the property therein directed to be sold upon the payment of the purchase-money.

The proceeds of sale arising from said property were, by the terms of said act, to be applied as follows:

First. In defraying the expenses of making said sale.

Second. In refunding to the United States the principal sum of purchase-money paid for said lands, tenements, and water-privileges by the United States, and for the erecting of buildings thereon, amounting by estimate to more than five hundred thousand dollars.

Third. If any surplus remain, the Secretary of War was directed to deliver the same to such agent as the legislature of West Virginia shall appoint to receive the same; but upon condition that such surplus shall

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be received by the State of West Virginia to be set apart, held, inve used, and applied as a part of the school-fund of that State, under by virtue of, and in manner and form as provided in, section first o tenth article of the constitution of West Virginia, and for no other pose. (United States Statutes at Large, pages 265 and 266.)

From a report dated 7th November, 1870, made by A. B. Dyer, of Ordnance Bureau, who was charged by the Secretary of War the duty of making said sale, it appears that the property was on the 30th November and 1st December, 1869, in strict accord with the act of 15th December, 1868; that it was sold in parcels, that one hundred and four purchasers executed bonds and notes security, payable in one and two years. Several purchasers paid entire purchase-money and took deeds for their purchases, while o have failed to comply with the terms of sale.

Copies of this report, advertisement of said sale, topograp map and plat of the property, prepared by J. Howell Brown, approved by the Secretary of War, will be found in Senate Exec Document No. 6, Forty-third Congress, first session, filed with this re and made part hereof.

The proceeds of this sale amounted to $297,793.50.

It will be perceived from the advertisement of this property by Chief of Ordnance, that the United States only proposed to sell and sell the right and title of the Government to the water-power on Potomac and to the water-power on the Shenandoah, and certain scribed lots adjacent thereto. One F. C. Adams bought the entire ter-power on the Potomac and Shenandoah Rivers as held and clai by the United States, embracing site of old armory-buildings, a mus factory, Byrne's Island, and all that slip of ground and bluff borde on the Potomac River lying between said river and the streets and as laid down on the map of J. Howell Brown, dated 20th April, 1 and already referred to.

The Secretary of War, actuated by humane considerations, and in sequence of a very destructive flood in the Potomac and Shenand Rivers, in 1869, acceded to the request of many of the purchasers postpone suit on the bonds then due, for the purchase-money of the p erty sold by the United States at Harper's Ferry until all the bonds the same should mature.

[Correct date of flood-October 1, 1870].

At a later period relief was sought in Congress by some of these p chasers seeking to be released from their purchase by a total surre of the same to the Government, and a cancelment of their bonds. S eral bills looking to such relief were introduced into Congress in years 1872 and 1873, but all of them failed of their object.

Upon the 20th of July, 1872, the Secretary of War inclosed to Attorney-General the original bonds of F. C. Adams, and his s ties, to the United States for the sum of $206,000 for his purc at said sale, requesting prompt action to be taken for the collec of said bonds. The Attorney-General transmitted said bond Adams to Hon. George P. Fisher, district attorney of the United St for this District, (on what day is not stated, but probably in Aug September, 1872,) with instructions to institute promptly all ne legal proceedings against F. C. Adams and his sureties for the a of said bonds and for the enforcement of the vendor's lien contain the conditions thereof.

Why said bonds were not sent to the district attorney of the U States for West Virginia, instead of to the Hon. G. P. Fisher, U States attorney for this District, does not appear, and why all de

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title to the property sold to Adams, and the outstanding equities of Baltimore and Ohio Railroad, and all others, could not have been fully and promptly settled in one equity suit for the enforcement of the vendor's lien in United States court in West Virginia, your committee are unable to perceive.

Suit was brought by the district attorney of the United States for this district on 3d of February, 1873, against Francis C. Adams and his sureties, on his three several bonds given to the United States for his said purchase of property at Harper's Ferry. Subsequent to the bringing of this suit in this District, a conference was held, at the Attorney-General's request, in this city, between himself, the district attorney of the United States for West Virginia, N. Goff, and the district attorney for this District, G. P. Fisher, and the counsel for the sureties of F. C. Adams. The latter objected to a decree, but agreed that if the Government of the United States would not proceed to a sale under a decree to enforce the vendor's lien for the entire purchase-money until the determination of a claim made by the Baltimore and Ohio Railroad Company, they would acknowledge service of process and thus expedite the suit. The sureties of Adams were informed that the Government had decided to press for a decree for the enforcement of the lien, and immediately after obtaining it, to institute proceedings to quiet title to the premises against the Baltimore and Ohio Railroad Company, and not to make sale until after the decision of the issue between the Government and the said Baltimore and Ohio Railroad Company, so that the best price could be had for the property. Counsel then agreed to do all in their power to hasten the issue.

It was further agreed between the Attorney-General, the United States district attorney for West Virginia, Mr. N. Goff, and district attorney for this District, G. P. Fisher, that suits in equity should be filed by the United States against Adams and his sureties in the district of West Virginia, for the purpose of enforcing the vendor's lien.

These bills were filed in July, 1873, and a decree had in September or October, 1873, for the sale of the property in each case, the sale to be made by Mr. N. Goff, as trustee, at a time to be fixed by the future order of the court.

Suit was brought by the Baltimore and Ohio Railroad Company, in a State court in West Virginia, to quiet its title to certain property alleged to have been sold by the United States to F. C. Adams, before the institution of the suit by George P. Fisher against Adams and his sureties in this District, which suit your committee are informed by a letter of the Attorney-General to Hon. Henry G. Davis, dated 14th December, 1874, has been determined in favor of said Baltimore and Ohio Railroad. No copy of the record of that suit has been transmitted by the Attorney-General to the committee. What defense, if any, was made to said suit by any of the counsel of the United States does not appear. Your committee are wholly uninformed as to how the judgments of the United States against Adams and his sureties are affected by this suit and recovery of the Baltimore and Ohio Railroad Company in said State court.

It appears that no sale has been attempted under the decree obtained in favor of the United States against F. C. Adams and his sureties in the United States district court for West Virginia.

It does not appear what effort, if any, has been made to collect the money under the suit instituted by the district attorney of this District against F. C. Adams and his sureties brought on 10th February, 1873.

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4 SALE OF GOVERNMENT PROPERTY AT HARPER'S FERRY.

In January, 1874, after a consultation with the district attorney a... the Attorney-General of the United States, the district attorney ... West Virginia, by their advice and consent instituted a suit in equi... in the United States court at Wheeling, W. Va., in the name of t... United States and F. C. Adams and his sureties, against the Baltim... and Ohio Railroad. to remove a cloud from the title of the property s... by the United States to F. C. Adams, which will appear by a letter fr... the Attorney-General of the United States to H. G. Davis, dated 1... December, 1874, and also by letter of Attorney-General to Hon. M... Carpenter, president *pro tem.* of the United States Senate, dated ... May, 1874, in reply to a Senate resolution of 21st of January, 1874, ... information relative to the sale of Government property at Harpe... Ferry, with the accompanying documents, which are asked to be ma... parts hereof.

Your committee can but express some surprise at the institution ... this last suit at Wheeling, W. Va., in the joint names of the Unit... States and F. C. Adams and his sureties against the Baltimore a... Ohio Railroad.

Why the suit brought by the Baltimore and Ohio Railroad in th... State court in West Virginia, to quiet its title against the United Stat... and others, was not promptly transferred on the application of the Unit... States to the United States court, where all matters in dispute could ha... been settled, is wholly unexplained. Why the Baltimore and Ohio Railro... Company should have been allowed by the counsel of the United Stat... to obtain a judgment in a State court to quiet its title to certain pro... erty sold by the United States and for the purchase-money of whi... sale the United States had instituted proceedings against F. C. Adams a... his sureties, without a transfer of suit to a United States court, is mo... extraordinary. It is still more wonderful that pending such controver... in the name of the Baltimore and Ohio Railroad Company in a St... court, and after judgment, that the United States should join in an ind... pendent original suit with F. C. Adams and his sureties in the Unit... States court against the Baltimore and Ohio Railroad Company ... quiet their title to the same property.

Your committee have not before them the records of these seve... suits, and it would be therefore improper to express any opinion in ... lation to them.

From the official documents and communications of the Attorn... General filed with this report, your committee must express the opin... that there has been great laches somewhere in the collection of th... claim.

As far as they are advised and informed, F. C. Adams has sho... himself entitled to no equity.

Had suits in equity been promptly instituted in the name of t... United States in the United States court against F. C. Adams a... his sureties in 1872, and the Baltimore and Ohio Railroad been made ... party, requiring them to set up any title to the property sold, no reas... is perceived why this whole controversy could not have been promp... settled. Instead of such a procedure, several independent suits ha... been instituted at increased cost and delay, and little progress has be... made after years to collect the purchase-money due the United Stat...

In the mean time the property has been going to decay, at great inju... to the people of Harper's Ferry and its vicinity.

Your committee recommend the indefinite postponement of said b... and the prompt enforcement of the purchase-money.

All of which is respectfully recommended.

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.P. 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

/2/

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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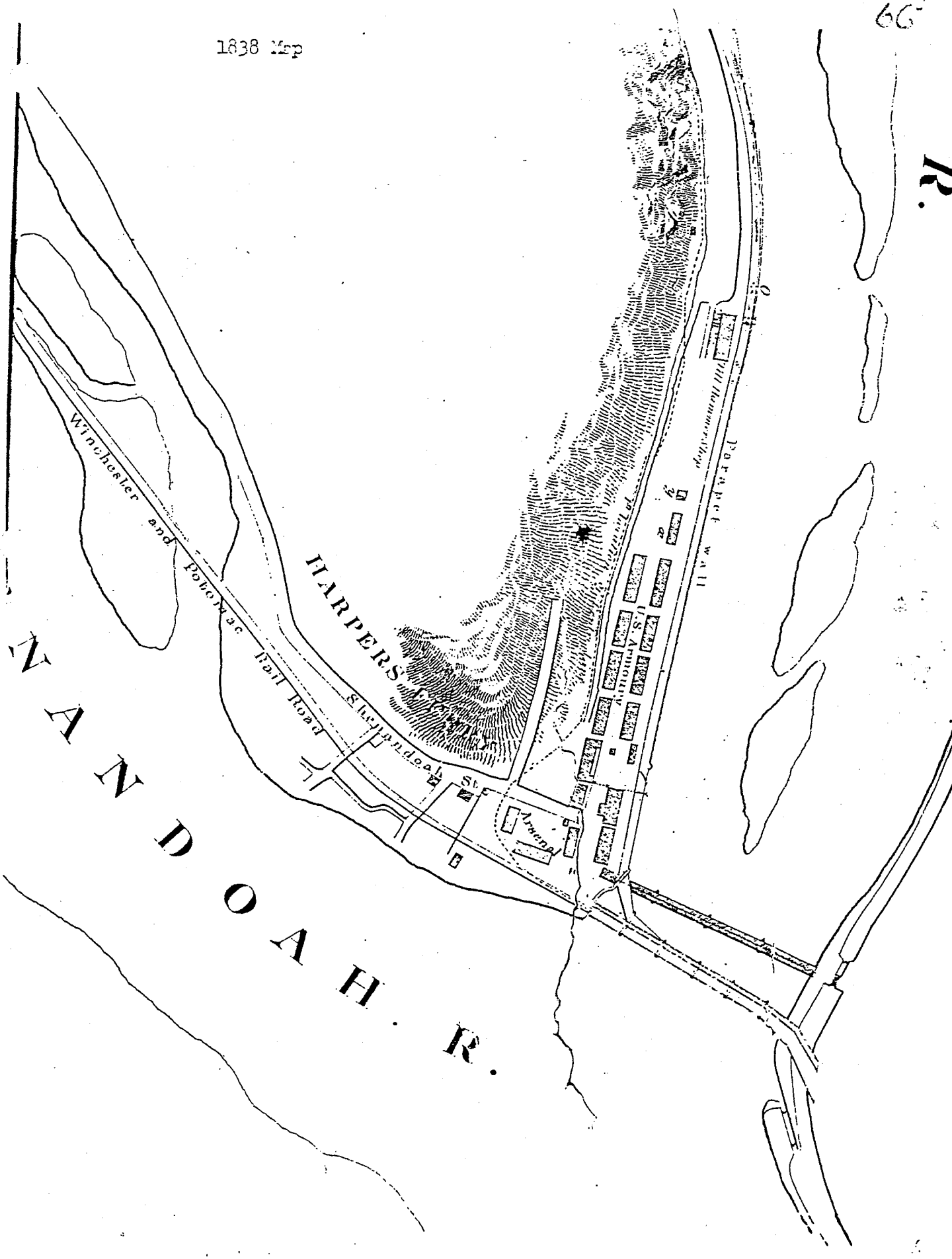
returning southwardly crosses the route A. and the said canal at or near the said cross wall to the hillside on the southern margin of the canal: the grade of the road being so elevated as to give a clear hight /sic./ at least twelve feet above the present of the water in the canal and over the county 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

1838 Map



Winchester and Potomac Rail Road
HARPERS
Shenandoah St.
Arsenal
U.S. Armoury
Parapet wall
NANDOAH. R.
R.

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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 present [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

United States to construct 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

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

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.

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.

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"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.

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 1833, 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, 1833, 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, 1833; 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, 1833. 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, 1836, 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 106.

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, 183, 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 1823. 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

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. W lson 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;

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 593, 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,

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.

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"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.

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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-

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

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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 propety. 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 thousand. 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

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 H. 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 Harpers 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./ 'H. 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 Melane 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 railroads 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 [illegible].

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 1850; 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

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 [illegible] Goff Jr. Commissioner on the 28th of September [1876]

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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 realising 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 A of block A was sold at auction after extended advertisement for $605. 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

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 wheels, 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."

From National Archives Record Group No. 121, Public Buildings Service, Harpers Ferry File No. 154, (ms), n.p . n. d, but apparently submitted with Chief Clerk Webster Fmes' letter of May 29,1877, to George P. Talbot, Solicitor of the Treasury.

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 foundation 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.

List, May 29,1877

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 9 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.

List, May 29,1877

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.

[5]

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 1md 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 Record Group No. 121, Public Buildings Services, Entry No. 78- Harper's Ferry Abatement Cases under the Act of June 14,1878, from the 1869 sale of Public Lots.

This data compiled by James P. Noffsinger in 1958, from reports prepared comp in July and August 1878 for the Solicitor of the Treasury to be used on abating prices. Improvements on these and many other lots not copied, are included. Corrections by C.W. Snell, 1979.

	BLOCK	LOT	
1.	A Shenandoah Street	1.	Thomas J. Beerley- A large stone house was on the lot when it was purchased. Improvements from 1869-1878 include a cellar & a stable.
2.	Wa ger Lot Six Acre Reservation	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.	Wager Lot No. Six Acre Reservation	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 Shenandoah Street	3.	M.T.C.A. & James C. McGrew- 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 McGrew not repaired it. Says that the Capt. of the Armory Inj. Byington lived in the house in c.1858 or 1860 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.

Improvements to lots, August 1878, Abatement Cases.

		Lot No.	
			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 Camp Hill	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 Camp Hill	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. Wagar 6 Acre Reservation	26.	James McCrea- 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.

45TH CONGRESS, 2d Session. } SENATE. { REPORT No. 445.

IN THE SENATE OF THE UNITED STATES.

MAY 29, 1878.—Ordered to be printed.

Mr. MORGAN, from the Committee on Claims, submitted the following

REPORT:

[To accompany bill S. 774.]

The Committee on Claims, to whom was referred the bill (S. 774) authorizing the Solicitor of the Treasury, by and with the consent of the Secretary of War, to cancel certain contracts for the sale of lots of land made at Harper's Ferry in the year 1869, and resell the same, and sell or lease all other real estate and riparian rights now owned by the United States, at Harper's Ferry, W. Va., have had the same under consideration and report as follows:

The subject presented in this bill has been before Congress on several occasions. On the 24th May, 1874, Mr. Frye, from the House Committee on the Judiciary, made a report which gives the history of the matter up to this time.

That report is as follows:

[H. Report No. 616, Forty-third Congress, first session.]

Mr. FRYE, from the Committee on the Judiciary, submitted the following report (to accompany bill H. R. 549).

The Committee on the Judiciary, to whom was referred the bill (H. R. 549) to authorize the Attorney-General to adjust the claim of the government upon the purchasers of property at Harper's Ferry, having had the same under consideration, make the following report:

The buildings formerly used by the United States as an arsenal, and for the manufacturing of arms, &c., at Harper's Ferry, having all been destroyed during the late war of the rebellion, and the government having determined to abandon the use of the property for the purposes aforesaid, the House of Representatives passed a resolution March 26, 1867, requesting the Attorney-General to examine the title-papers to said property, and report his opinion as to the title of the United States to the same: "whether it is in fee-simple or merely held in trust by the President for specific use and no other," and in response thereto the Attorney-General December 5, 1867, made a report reviewing the title-papers, and affirmed that "the United States held a title in fee-simple to all of their property at Harper's Ferry." By an act of Congress approved December 15, 1868, the Secretary of War was 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 such parcels as in his opinion should 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 purchasers for the payment of the purchase-money, and empowering the Secretary of War, on receipt of the purchase-money in full, to execute all necessary deeds to the purchasers on behalf of the United States, and directing him to apply the proceeds—

House Journal, 1st sess. 40th Congress, page 115. Doc. No. 1, page 1.

Ex. Doc. No. 17, 2d sess. 40th Congress. Doc. No. 1, page 3.

Stat. at Large, vol. 15, page 253. Public act No. 1. Doc. No. 2.

First. In defraying the expenses of the sale.

Second. In refunding to the United States the principal sum of purchase-money paid for said lands, tenements, and water-privileges by the United States, and for the erection of buildings thereon.

Third. To pay the surplus, if any, to the State of West Virginia, for the benefit of the school-fund of said State.

In pursuance of said authority, the Secretary of War, on the 30th November and the 1st and 2d days of December, 1869, sold at public sale the said property, consisting of—

Doc. No. 3.

1. The water-power and grounds upon which the arsenal, armories, and factories formerly stood.
2. An iron-ore bank.
3. A ferry-privilege.
4. A large number of lots.

The total amount bid for all of said property was $297,803.50, of which amount there was bid for the water-power, and property immediately connected therewith, the sum of $206,000.

Doc. No. 3

At the time of said sale the Baltimore and Ohio Railroad Company were in possession of a portion of said property for a right of way for their railroad, under a license of the War Department, dated the 5th day of November, 1838, and of which the purchaser of the water-power admits he was advised, and which clearly defined the limits of the privileges granted therein to said railroad company.

It is alleged on the part of the purchaser of said water-power, &c., that after his purchase thereof he began to take measures to utilize said property, and make it available for manufacturing purposes, but found the said railroad company claiming extensive privileges, and exercising rights outside the limits prescribed in the license of the War Department, and entirely inconsistent with the proper use of the property for the purposes for which he purchased the same. And that said company had, among other things, in rebuilding a bridge across the raceway, so constructed their abutments as to seriously interfere with the use of the water-power. and were committing other acts to the detriment of said property, for which no authority whatever was shown. And, as he alleges, while he was proceeding to make the said property available for the purposes of establishing manufactories, &c., the railroad company filed an application in the courts of West Virginia for an injunction to restrain him from any interference with the property claimed by them, in which bill the said company claimed, as their only authority, the license of the War Department aforesaid.

Doc. No. 5, page 25.

Doc. No. 4. page 2.

To this bill the purchaser made answer substantially as follows:

(1) That the War Department had no authority to grant such license.

(2) That the said company were claiming and exercising rights outside of the limits prescribed by said license.

Doc. No. 4. pages 21. 30, 31.

When the said cause came on to be heard in court upon said bill and answer, the said company asked leave to file an amended bill, which leave was granted, and in said amended bill the said company put in a claim to the occupancy of said property, not as in the original bill, under the authority of the government, but by title adverse and hostile thereto, derived by deed dated September 14, 1841, from one Patrick Byrne, who claimed to hold the same under a patent from the State of Maryland, dated January 8, 1822, by which deed the said Byrne conveyed to the railroad company all the ground occupied by them with their tracks. And the bill further alleged, what is true, that the said Byrne subsequently, to wit, by deed dated February, 7th 1848, conveyed to the United States all of his land covered by his patent, excepting and reserving therefrom the portion previously conveyed to the railroad company. And the said amended bill further alleges that the land covered by the Byrne patent was formed by accretions in the bed of the river, and was within the limits of the State of Maryland, and formed no part of the original purchase by the United States, which was wholly in the State of Virginia.

Doc. No. 6. page 2.

Doc. No. 6. page 2.

Doc. No. 6. page 2.

It will thus be seen that the controversy in regard to the property raises, among other things, the important question of the true division-line between the States of Virginia and Maryland, and has involved the purchaser of the water-power, &c., in expensive and vexatious litigation, the final result of which is quite uncertain, while the fact that the United States Government thought fit to purchase the title of Byrne gives some color to the validity of his claim.

The purchaser of the water-power has also exhibited evidence to show that he was negotiating for the sale of said property, and was prevented from consummating the same by the fact of the pending litigation with the railroad company.

Doc. No. 7.

Doc. No. 8.

Doc. No. 9.

And further shows that the said company, as lately as 1872, have been extending still further the exercise of rights over said property. And also shows that the Attorney-General of the United States was duly advised of the litigation in regard to the property. The purchaser claims that, having purchased such property in reliance upon the opinion of the Attorney-General that the United States had a valid title thereto, it would be unconscionable to hold him and his sureties to the payment of the purchase-money, as he has been prevented from utilizing the said property, or making any disposition thereof, in consequence of the controversy in regard to the title. and that, having lost his opportunity to make the same available, he should be relieved from his obligation with regard to the final determination of said suit.

The purchasers of other property at said sale claim to be relieved on the ground that they purchased the same in the expectation that the purchasers of the water-power would utilize the property speedily for manufacturing purposes, and, this having failed, they find themselves without any business, and unable to comply with the terms of their purchase.

The State of West Virginia, the residuary beneficiary of the fund derived from said sale, and also greatly interested in the utilizing of said property in the development of her industrial interests, has, by joint resolution of her legislature adopted January 17, 1873, requested Congress to rescind said sales and resell the property, and bills for that purpose similar in terms to that referred to your committee have heretofore passed both houses of Congress at different sessions. Doc. No. 10. Docs. Nos. 11 and 12.

Your committee are of opinion that, under the circumstances, the purchasers are entitled to relief, and no title having ever passed to the purchasers, and no damages being claimed by them, and, moreover, it having been rendered quite uncertain, in consequence of the death and insolvency of several of the sureties on the bonds of the purchasers which have occurred since said sales, whether the government can recover any considerable portion of the purchase-money for said property, your committee are of the opinion that it will be for the interest of the government to rescind said sales, and they accordingly recommend the passage of the accompanying bill.

The litigation referred to in that report has ended in a decree of the district court of the United States for the district of West Virginia, which declares that the Government of the United States had no title to the water-power at Harper's Ferry, which was sold on the same occasion and in connection with the sale of lots that were purchased by many citizens.

The water-power and the lots adjacent to it were included in the same advertisement of sale made by the agent of the government, which was as follows:

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, West Virginia, 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 dames 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 66 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 the bids are not satisfactory.

A. B. DYER,
Brevet Major-General, Chief of Ordnance.

May 29,1878

Serial No. 1790

14

PROPERTY AT HARPER'S FERRY.

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,
Brevet Major-General, Chief of Ordnance.

October 14, 1869.

The circumstances attending the sale, which are in accordance with the sworn statements of many persons whose affidavits are in the files, clearly show that the lots of land along and near the river, which were sold by the government, were of inconsiderable value except for their convenience to such manufacturing establishments as should be, and were then expected to be, erected and put in operation by using the water-power. The prices bid for these lots were high, even with reference to such advantages, and the purchasers were mainly of the class who earn a living as mechanics and operatives in factories. There is no doubt that the purchasers of these lots were misled by the assertion of the government that it owned the water-power, which sold for $206,000, while the lots, one hundred and forty-five in number, only sold for $88,000. On some of these lots there were improvements, but not of any great value. The improvements enhanced the price of these property, but were not the chief inducement of the purchaser. If the government had sold these lots without reference to its alleged ownership and the sale of that great water-power, it would have obtained but few bids for them. Most likely that none of the persons who became purchasers would have bid for them.

The bill referred to your committee has been submitted by the Secretary of War to the Attorney-General for his opinion. He has suggested certain amendments which your committee approve, and they now report back the bill with amendments, and recommend that it pass.

Aside from the questions of law and equity presented in this case, it is the opinion of your committee that it is better for the government that the purchasers of these lands should be relieved from their purchases of these lands on equitable terms.

The larger portion of the purchasers are unable to pay for them, and it is doubtful if proceedings to condemn the lands to sale for the purchase-money would result in the collection of more money than would be required to pay the necessary legal expenses.

O

Shepardtown Register, W.Va., June 8, 1878 105

U.S. Shenandoah Ferry Lot, Ferry, and 68 Acres of Land on South Side of the Shenandoah River.

Record Group 153, Office of the Judge Advocate General-Military Reservation Division, 1809-1942, Box 44, National Archives, Wash. D.C.

An Important Decision.

STATE LEGISLATION CANNOT DESTROY A GOVERNMENT FRANCHISE.

WHEELING, W. Va., May 30.—The United States Circuit Court, Judge Jackson, presiding, which has been in session during this week, has been mostly occupied in determining one of the most interesting and important cases which has ever come before a Federal Court for adjudication, involving, as it does, governmental questions growing out of the Constitution of the United States, and questions concerning the relations between State and Federal jurisdiction. It appears that the United States, when they owned the Armory at Harper's Ferry, away back in 1813, were the owner of lands across the Shenandoah river, upon which grew chestnut timber in large quantities, and which was largely used by the authorities of the Armory after it had been burned into charcoal. At that time the famous Lord Fairfax owned a licensed ferry across this Shenandoah river, and there being no other way by which to cross the river, the Government purchased the ferry, paying five thousand dollars for it. The Government then leased it out and reserved the right to carry over, free of tolls, their men and teams. Matters thus stood till 1842, when Congress authorized a bridge company to build a bridge near the ferry site, which they did, and in which event the ferry was worthless; hence it was not used any longer by them. In 1862 or 1863 the rebels burned the bridge, and when the United States authorities regained possession of Harper's Ferry they resumed possession of the ferry and commenced to operate it. Thus matters stood till 1869, when all the Government property of Harper's Ferry was sold, by direction of the Secretary of War, under an act of Congress, at which time the ferry was sold and was operated by the vendees of the Government till within a few months past. Mr. J. M. Mason, of Charlestown, who owned or claimed some lands adjoining the United States ferry, made application to the Circuit Court of Jefferson County for a license to establish a ferry alongside of the present ferry, claiming that, under the laws of Virginia and West Virginia, which declare "that any disuse of a ferry franchise for two years discontinue the same." Applying this law to the Government ferry, which had not been used for some twenty years, whilst the bridge stood, the County Court declared the Government ferry not a legal one, and granted Mr. Mason's application, whereupon the District Attorney made application on Tuesday last to Judge Jackson for an injunction to restrain Mr. Mason from operating his ferry under the County Court grant, upon the grounds that it would injure the revenues legitimately due the ferry or run by the vendee of the Government. The cause came on for hearing on the motion on Tuesday, and it was elaborately argued by counsel for two days. The defendants claimed that the Government could not own a franchise, and that if it could, still it was not in existence in 1869 by reason of the disuse for twenty years; hence the Government had no ferry to sell, and that the Federal Court could not interfere with the judgment of the County Court, under which Mason claimed to run his ferry. His Honor, Judge Jackson, overruled the objection raised by the defendants and decided that the Government could buy any sort of property when they needed it; that when purchased for a constitutional purpose the State laws could not affect it, and that non use could not be set up against the United States. The injunction was awarded as prayed for in the bill of complaints.

General N. Goff, Jr., United States Attorney, and James D. Butt, Esq., appeared for the United States, and Mr. Mason was represented by himself and Hon. D. B. Lucas, of Charlestown.

☞ We learn that our friend James D. Butt, of Harper's Ferry, was the principal attorney in behalf of the Government in engineering the above case, and we sincerely congratulate him upon his deserved success, and especially so when it is stated that the above was one of the most important cases ever come before a Federal Court for adjudication. Mr. B. is a young man of fine legal ability, quite successful, and has already had considerable experience in his profession in behalf of the government as well as individual clients. We predict for him a prosperous future.

1st edition- for May 19,1880 sale [not held]

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Washington, D.C., National Archives RG 121 Public Buildings Service Harpers Ferry Case No. 155 (ms), ("Announcement," E. 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 authorising 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

[2]

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 2&3.
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

[3]

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.

[4]

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 notes 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.

Final addition of Catalogue for May 25,1880 sale.

"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.

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, 183 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 M, 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 N, 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.

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.
15.) 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.)

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.)
3.) Each 45 feet front on Ridge street, and running back 132 feet. Vacant.

4. Forty-two feet front on Ridge street, and running back 132 feet. Vacant.

5.)
6.) Each has 43 feet front on Ridge street and 132 feet on Jackson 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.)
3.) Each 60 feet front on Putnam and Van Wert streets, varying 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 300 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."

Park Bldg. No. 36, located Lot 2, Block B, Shenandoah Street.

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 pcarch /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 psy 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

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Senate Executive Documents
Vol. 1 Serial No. 1986
1881-82
November 17, 1881
Document
No. 4

EXHIBIT Q.—*Report of the Solicitor of the Treasury.*

DEPARTMENT OF JUSTICE,
OFFICE OF THE SOLICITOR OF THE TREASURY,
Washington, D. C., November 17, 1881.

SIR: I have the honor to transmit herewith seven tabular statements exhibiting the amount, character and results of the litigation under my direction for the fiscal year ending June 30, 1881, shown by the docket entries of this office.

These tables embrace, respectively—

1. Suits on transcripts of accounts of defaulting public officers, excepting those of the Post-Office Department, adjusted by the accounting officers of the Treasury Department.
2. Post-office suits, embracing those against officers of the Post Office Department, and cases of fines, penalties, and forfeitures for violation of the postal laws.
3. Suits on custom-house bonds.
4. Suits for the recovery of fines, penalties, and forfeitures under the customs-revenue and navigation laws.
5. Suits against collectors of customs and other officers or agents of the government for refund of duties and acts done in the line of their official duty.
6. Suits in which the United States is interested, not embraced in the other classes.
7. A general summary or abstract of all the other tables.

An examination of the tables will show that the whole number of suits commenced within the year was 2,716, of which 72 were of class 1, for the recovery of $488,477.97; 180 were of class 2, for the recovery of $121,720.76; 31 were of class 3, for the recovery of $21,020.81; 201 were of class 4, for the recovery of $235,526.81; 888 were of class 5; 1,344 were of class 6, for the recovery of $500,012.38; making a total sued for, as reported, of $1,366,758.73.

Of the whole number of suits brought, 1,050 were decided in favor of the United States, 7 were adversely decided, 324 were settled and dismissed, in 28 penalties were remitted by the Secretary of the Treasury, leaving 1,307 still pending.

Of those pending at the commencement of the year, 568 were decided for the United States, 91 were decided adversely, 1,283 were settled and dismissed, and in 8 penalties were remitted by the Secretary of the Treasury.

The entire number of suits decided or otherwise disposed of during the year was 3,359; the whole amount for which judgments were obtained, exclusive of decrees *in rem*, was $750,671.83, and the entire amount collected from all sources was $875,564.48.

The number of cases in which offers of compromise were pending and received during the fiscal year ending June 30, 1881, was 190, involving the sum of $2,459,785.97. The number of offers accepted was 72, involving the sum of $615,963.10; amount accepted, $105,058.18. The number of offers rejected was 71, involving the sum of $814,420.48; amount rejected, $70,990.23. The number of offers pending at the close of the year was 47, involving the sum of $1,029,402.39; amount offered in cases pending, $58,011.58.

I desire to bring to your attention a branch of the business of this office involving matters of considerable interest in a pecuniary way to the government, and not before brought in a formal manner to the notice of the head of this department. I refer to lands which from

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time to time have been acquired in payment of debt, and are by law under the exclusive charge of the Solicitor of the Treasury.

Section 3470 of the Revised Statutes provides that "at every sale, on execution, at the suit of the United States, of lands or tenements of a debtor, the United States may, by such agent as the Solicitor of the Treasury shall appoint, become the purchaser thereof."

By section 3750 of the same, that officer has charge of all lands and other property which have been or may be set off or conveyed to the United States, and of all trusts created for the use of the same in payment of debts, and of the sale and disposal of such lands, excepting those set off or conveyed in payment of or as security for debts arising under internal revenue laws. The charge of the lands last mentioned devolves by similar law upon the Commissioner of Internal Revenue. By section 3749 of those statutes the Solicitor of the Treasury is authorized, with the approval of the Secretary of the Treasury, to rent for a period not exceeding three years, or to sell at public sale, any unproductive lands or other property of the United States acquired under judicial process or otherwise in the collection of debts, after advertising the time, place, &c., of such sale for three months preceding, in some newspaper published in the vicinity thereof, in such manner and upon such terms as may in his judgment be most advantageous to the public interest. And by the act of June 14, 1878, he is vested with a special authority to lease for a term of years or to sell certain real estate at and near Harper's Ferry in accordance with existing law as to advertising, &c.

Under the operations of these statutes, or of the original acts, lands in all parts of the country have accumulated during fifty years past under the charge of this office. A tabulated statement of the numerous lots and tracts, title to which either absolute or qualified in the United States appears of record, is annexed hereto. These tracts have been acquired for the most part under execution or set-off for the satisfaction of judgments rendered in favor of the United States. In many cases, in order to secure any part of a judgment debt, this office has been obliged to direct the purchase of the lands levied upon and to receive the title of the debtor, or a vesture of his interest in the property, whatever it may be. It so happens that the title or interest thus acquired is often involved in doubt, or that there are defects to be removed, and these practically operate to forbid a sale of the property by the government. In many cases, as the title does not pass immediately to the purchaser because of the different State laws as to the right of the debtor to redeem in a given time, the property continues to remain in the possession of the judgment debtor or in some one claiming title or interest through him. Taxes also in some of the States accrue or have accrued on the lands, and parties continue to hold or claim possession under tax titles, which, in some instances, it may be, have become or are likely to become absolute after a lapse of a few years. Again, there are former judgment liens and incumbrances on some of the tracts of more or less validity. All these circumstances combine to render a general sale of this class of property and even a sale of particular parcels inexpedient. It becomes necessary often to prepare the property for sale to advantage, sometimes by a removal of persons holding possession and in other cases by curing the defects of title. To this end the examination of records and the institution of proper proceedings in court are required, all of which attended with more or less expense. To a recent period there has been no appropriation by law for the payment of such expenses, not even the purpose of recording the deeds obtained with the change of own

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ship, nor any appropriation for the payment of the advertising charges, auction fees, or other attending expenses of sale. Before the passage of the laws guarding the disbursement of appropriations and requiring proceeds of sales, &c., to be covered in the Treasury without abatement, these expenses were provided for out of the purchase money. It is questionable, I think, whether the yearly appropriation of the civil-sundry act for the "custody, care, and protection of lands and other property belonging to the United States" is strictly applicable in all cases. This appropriation is not under the control of or adapted to objects of expenditure in this department, but is made for objects under the control of the Treasury Department. The want of a proper appropriation in the past and the restriction of the law as regards the proceeds have, doubtless, contributed to deter my predecessor from offering for sale much of this property which was substantially free from defects in the title. In consequence there is a great deal of valuable land belonging to the government over which no sufficient care or control has been exercised for years, and the same has become or is likely to become occupied, either without color of title or through tax titles where the same could be acquired. Besides this, the requirement of law that the sale shall be advertised for three months operates to the disadvantage of the government in other ways than as regards the unnecessary expense. It becomes necessary sometimes, in order to sell to the greatest advantage, that the sale take place with reference to particular seasons of the year or to some special opportunity, and in such cases a long period of notice must necessarily overreach the period or opportunity which might be availed of if the time of advertisement was short or discretionary. More recent enactments as to sales of lands under control of the Commissioner of Internal Revenue require but twenty days as the period of advertising in these cases. This is certainly sufficient in these days of speedy communication.

I would therefore respectfully suggest the necessity for legislation, first to provide an appropriation for the purpose of enabling the Solicitor of the Treasury to carry out the provisions of the acts aforesaid and to defray the expenses of the examination of county and other records, of perfecting titles to lands under his charge, and getting the same ready for sale; second, by way of amendment to section 3749 of the Revised Statutes, so as to admit of an advertisement of three weeks in some newspaper published in the vicinity of the property to be sold, and for that or a shorter period in such other newspapers as a proper notice of the sale may seem to him to require.

The following is a draught of a bill to carry these objects into effect.

Respectfully submitted.

K. RAYNER,
Solicitor of the Treasury.

HON. SAMUEL F. PHILLIPS,
Acting Attorney-General.

AN ACT to enable the Solicitor of the Treasury to carry out the provisions of sections 3749 and 3750 of the Revised Statutes and of the act of June 14, 1878, relating to lands of the United States in his charge, and to amend the same.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the time required in said section 3749 of the Revised Statutes for advertising the time, place, and conditions of sale where lands acquired under judicial process, or otherwise, in the collection of debts are offered for sale by the Solicitor of the Treasury, shall be three weeks in some newspaper published in the vicinity of the property, or for that or a less period in such other newspaper or newspapers beside as may seem to him expedient and in the interest of the United States as regards such sale.

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SEC. 2. That the third section of the act of June 14, 1878, entitled "An act authorizing the Solicitor of the Treasury, by and with the consent of the Secretary of War, to cancel certain contracts for the sale of land made at Harper's Ferry in the year 1869 by the United States, to resell the same, and sell or lease all other real estate and riparian rights now owned by the United States at Harper's Ferry, West Virginia," be amended to read as follows: SEC. 3. That the Solicitor of the Treasury is further authorized to make sale, in pursuance of law, of the whole or any part of said property, or, if he deems it expedient and better for the public welfare, lease for any term of years or sell any part of all other real estate and riparian rights now owned by the United States at or near Harper's Ferry, Jefferson County, West Virginia, after advertising the same as provided in the preceding section of this act.

SEC. 3. That the sum of one thousand dollars, to be disbursed under the supervision of the Attorney-General, be appropriated and paid from any moneys in the Treasury not otherwise appropriated, to enable the Solicitor of the Treasury to carry out the provisions of sections 3749 and 3750 of the Revised Statutes and of this act in relation to the sale, care, custody, and protection of lands, the charge of which devolves upon him by the said sections of the Revised Statutes and by the act aforesaid as amended hereby, the sum so appropriated, or so much as may be required, to be used to defray the expense of examining county records, of freeing the property in his charge from defects of title, and kindred expenses, as well as those incident to the preparation of the lands for sale and the sale of the same as authorized by law.

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Statement of real property belonging to the United States, &c.—Continued.

WEST VIRGINIA.

When acquired.	From whom acquired.	Tracts or lots of land.	Where situated.
Apr. 17, 1877	Harper's Ferry Water Power Company and Francis C. Adams.	The water-power entire of the Potomac River, site of old armory buildings, and all that strip and bluff of land bordering on the Potomac and lying between the river and the streets and lots as laid down on the map of 1869, at Harper's Ferry.	Harper's Ferry, Jefferson County.
Apr. 17, 1877	.....do.....	The water-power entire of the Shenandoah River, the site of the old rifle factory at Harper's Ferry.	Do.
*July 29, 1878	John Wilson.....	Lot 5, north of Shenandoah street.....	Do.
*Aug. 7, 1878	N. Marmion.....	Lot 5, block L on Shenandoah street...	Do.
*Sept. 23, 1878	Z. Butt's heirs.....	Lot 6, block J, on Union Square.....	Do.
*July 30, 1878	Daniel Ames.....	Lots 10, 11, 12, and 13, block J, on Union Square, and lots 1, 2, 3, and 4, block Q.	Do.
*Sept. 12, 1878	W. A. Winters.....	Lot 5, block Q.....	Do.
*July 30, 1878	Daniel Ames.....	Lots 8, 15, 17, and 18, block Q.....	Do.
*Sept. 12, 1878	W. A. Winters.....	Lot 20, block Q.....	Do.
*July 30, 1878	Daniel Ames.....	Lot 1, block R.....	Do.
*Aug. 7, 1878	N. Marmion.....	Lots 2 and 3, block R.....	Do.
*July 22, 1878	John L. Walsh.....	Lot 5, block R.....	Do.
*Aug. 7, 1878	N. Marmion.....	Lot 6, block R.....	Do.
*July 30, 1878	Daniel Ames.....	Lots 7 and 8, block R.....	Do.
*Sept. 24, 1878	David M. King.....	Lot 2, block S.....	Do.
*July 30, 1878	Daniel Ames.....	Lots 3 and 4, block S.....	Do.
*Aug. 12, 1878	E. A. Chambers.....	Lot 5, block S.....	Do.
*Oct. 1, 1878	Mary A. Percival.....	Lots 1 and 3, block U.....	Do.
*Sept. 12, 1878	W. A. Winters.....	Lots 1, 2, 3, 4, and 5, block V.....	Do.
	Francis Gannon.....	Lot 3, block 2.....	Do.
*Aug. 7, 1878	N. Marmion.....	Lot 6, block 2.....	Do.
*July 22, 1878	John L. Walsh.....	Lot 2, block BB.....	Do.
*Oct. 9, 1878	Charles E. Beller.....	Lot 3, block BB.....	Do.
*Aug. 3, 1878	Louisa Evans.....	Lot 7, block LL.....	Do.
*Oct. 11, 1878	Mrs. D. H. Erwin.....	Lots 8 and 9, block LL.....	Do.
*July 30, 1878	Daniel Ames.....	Lots 10 and 11, block LL.....	Do.
†June 15, 1796	John Wager *et al*.....	Lot 2, block B, on Shenandoah street; lot 6, block N, on Shenandoah street.	Do.
†July 1, 1847	G. B. Wager.....	Lot 18, Wager 6-acre reservation.....	Do.
†Mar. 7, 1848	A. Kennedy.....	Lot 22, Wager 6-acre reservation.....	Do.
†June 8, 1847	N. H. Swayne.....	Lot 28, Wager 6-acre reservation.....	Do.
†Feb. 20, 1797	T. Rutherford.....	Lots 10 and 12, block I, Camp Hill; lot 10, block P.	Do.
†1793–'97.....	Grantees of Robert Harper.	Lots 7, 9 and 10, block AA; lots 5, 8, 9 and 10, block BB; lots 2 and 4, block CC; lots 4 and 5, block DD; lots 3 and 1, block EE.	Do.
†Feb. 20, 1797	T. Rutherford.....	Lots 9, 12 and 13, block JJ; lots 5, 9, 10, 11 and 12, block KK.	Do.

January 27, 1882

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47TH CONGRESS, 1st Session. } { No. 66.

SALE OF CERTAIN REAL ESTATE AT HARPER'S FERRY.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

IN RESPONSE TO

A resolution of the House of the 16th instant, relative to the sale or lease of certain real estate and riparian rights at Harper's Ferry, W. Va.

JANUARY 30, 1882.—Referred to the Committee on Public Buildings and Grounds and ordered to be printed.

TREASURY DEPARTMENT,
January 27, 1882.

SIR: In response to the resolution of inquiry adopted in the House of Representatives on the 16th instant, requesting the Secretary of the Treasury to inform the House concerning the action of the Solicitor of the Treasury under the provisions of the act of June 14, 1878, relating to the sale or lease of certain real estate and riparian rights at Harper's Ferry, W. Va., I have the honor to transmit herewith a copy of a letter from the Solicitor, to whom the resolution was referred for report, which furnishes the required information.

By this letter it will be seen that proper action has been taken to carry out the provisions of said act, and there remain unsold, in addition to the two pieces of water power property, seventy-two town lots, seventy-nine of which are not subject to sale under the authority of the special act above referred to, nor under the general powers conferred by section 3749, Revised Statutes.

Concurring in the views of the Solicitor, that further legislation is necessary and desirable to enable the government to dispose of the property remaining unsold without unreasonable sacrifice, I respectfully submit herewith a draft of a bill to amend the act of June 14, 1878, under which, if enacted, all this property may be sold to the best advantage.

Very respectfully,

CHAS. J. FOLGER,
Secretary.

Hon. J. WARREN KEIFER,
Speaker of the House of Representatives.

A BILL to amend the act of June 14, 1878, relating to real estate and riparian rights owned by the United States at Harper's Ferry, West Virginia.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled. That the third section of the act of June 14, 1878, entitled "An act authorizing the Solicitor of the Treasury, by and with the consent of the Secretary of War, to cancel certain contracts for the sale of land made at Harper's Ferry in the year 1869, by the United States, to resell the same, and sell or lease all other real estate and riparian rights now owned by the United States at Harper's Ferry, West Virginia," be amended to read as follows: Sec. 3. That the Solicitor of the Treasury is further authorized to make sale, in pursuance of law, of the whole or any part of said property, or, if he deems it expedient and better for the public welfare, lease for any term of years or sell any part of all other real estate and riparian rights now owned by the United States at or near Harper's Ferry, Jefferson County, West Virginia: *Provided*, That the Solicitor of the Treasury, with the approval of the Secretary of the Treasury, shall, before the sale of the water-power property, cause it to be appraised at its fair cash value, and shall not sell the same for less than its appraised value.

DEPARTMENT OF JUSTICE,
OFFICE OF THE SOLICITOR OF THE TREASURY,
Washington, D. C., January 23, 1882.

SIR: I have the honor to acknowledge the reference by Mr. French, acting Secretary of the Treasury, of a transcript of the resolution adopted on the 16th instant by the House of Representatives of the Forty-seventh Congress, in the following words:

Resolved, That the Secretary of the Treasury be requested to inform the House what action has been taken by the Solicitor of the Treasury, under the provisions of the act of June fourteenth, eighteen hundred and seventy-eight, to sell or lease all real estate and riparian rights now owned by the United States at Harper's Ferry, West Virginia; and if no action has been taken under the authority conferred by said act, to communicate to the House why no sale or lease of said property has been made.

I am requested to forward the information desired to your office for transmission to Congress.

Preliminary thereto, it seems to me necessary for an intelligent understanding of the matter, to refer to the provisions of the act bearing upon the authority given the Solicitor of the Treasury to sell or lease the real estate referred to in the resolution.

By the first section of that act, that officer, with the consent of the Secretary of War, was authorized to cancel contracts with and release each and all purchasers of lots of land from their purchases made on the 30th of November, 1869, at and near Harper's Ferry, W. Va., whenever such purchaser or purchasers shall quit-claim said lots or parcels of land to the United Sta : *Provided*, such quit-claim shall be executed and tendered to the Se tary of War within four months from the passage of the act.

By the second sectio ie Solicitor of the Treasury was directed, whenever he shall deem expedient to subserve the public interests to offer for sale by auctio. said lots or parcels of land so quit-claimed, after giving notice by publication according to existing law. And by the third section of the act he "is further authorized to make sale, in pursuance of law, of the whole or any part of said property; or if he deem it expedient and better for the public welfare, lease for any term of years any part or all other real estate and riparian rights now owned by the Government of the United States at or near Harper's Ferry."

In pursuance of the authority vested in me by the first and second sections aforesaid, I released the purchasers of one hundred and twenty-four lots from their contracts for the payment of the purchase money,

upon receiving from the Secretary of War his consent in writing, and the several quit-claim deeds from the purchasers, as provided in the act.

These lots accordingly became subject to sale at public auction under my direction. They were for the most part ordinary town lots, scattered over a large plat of ground, and comparatively for the most part of little value. These lots constituted the only property that I was authorized to sell, in pursuance of the act of Congress mentioned in the resolution. That act does not authorize the sale of the water-power property of the Shenandoah and Potomac Rivers at Harper's Ferry, embracing the sites of the former rifle and musket works and the armory buildings at that point. This latter property was considered of great value, because of the volume of water-power appurtenant thereto, which was adapted to extensive manufacturing purposes.

The act to which I refer in its description of "*all other real estate* and riparian rights" authorized the Solicitor of the Treasury to lease this water-power property for a term of years, in case he deems it expedient and better for the public welfare. This last-mentioned property having been acquired in payment of a debt due the United States was, however, subject to sale under his general power devolving upon him by the provisions of section 3749 of the Revised Statutes.

Accordingly, on the 25th of May, 1880, under the authority of the special and general law respectively, I offered for sale by public auction at Harper's Ferry, the lots previously quit-claimed to the United States, one hundred and twenty-four in number, before referred to, as also the two pieces of water-power previously acquired in payment of debt. The proposed sale was advertised for three months as provided by law in several newspapers published in the vicinity, and for a less period in the principal newspapers at the great manufacturing and commercial centers of Boston, New York, Philadelphia, Baltimore, Pittsburgh, and Cincinnati; as also by hand-bills distributed and displayed at about 100 post-offices in the adjacent and neighboring States. I should say that notwithstanding this general and extensive advertisement, no inquiry was received at this office, either verbally or in writing, indicating any desire to be informed as to the volume, capacity, or adaptability of the water-power, with a view to a purchase of the property.

At the time appointed, I attended the sale in person. The lots were cried off in the order they appeared in a printed catalogue distributed among the crowd present, and 81 were sold, realizing the sum of $4,644, leaving 43 unsold subject to further action under the special act. The Potomac water-power property was also offered, but only one bid, of $10,000, was received therefor. This was considered so disproportioned to the great value of the property that the same was withdrawn from sale. Before proceeding to the place of sale I had a conference with the Secretary of the Treasury, as the sale was subject to his approval under the provisions of law in regard to the reservation of a bid on the part of the United States, in order to prevent an undue sacrifice of the property. It was determined at this conference that the same should realize to the government not less than $50,000. No offer being made for the Shenandoah water-power, it was not put up for sale. Since this time I have endeavored to obtain such a guarantee of a bid from responsible parties as would justify the expense of again advertising the property and offering it for sale, but I have not received any substantial encouragement beyond an informal suggestion that, if the government will determine its minimum price, a party stands ready to bid a considerable sum. In my opinion, the amount of this informal offer is insufficient.

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In addition to the property already mentioned, there are twenty-three town lots belonging to the United States, which were not quit-claimed to the government under the provisions of the act of 1878, and, like the water-power property, did not become subject to sale under that act. There is no authority of law to sell these lots. As in the case of the water-power property, they may be leased for a term of years. Two of these lots are improved by dwelling houses in very bad repair. These two I have rented for a small monthly or quarterly rent.

In regard to the water-power property, I have had no opportunity to lease the same. There has been some correspondence with parties concerning a project of this sort; but it embraced no substantial offer worthy of consideration. Indeed, I doubt whether it is practicable to lease the property so as to be of advantage to the government.

I have had no substantial offers on the part of any one to take the property upon a lease on any terms. I have deemed it the better course to again offer the property for sale in a short time, endeavoring in the mean time to obtain the guarantee of a substantial bid.

The Potomac water-power property consists of a narrow strip of land extending from near the confluence of the Shenandoah and Potomac rivers—for about a mile along the latter—together with a prescriptive right to the use of the water-power of that river beyond the line of the land now owned by the United States. The road-bed of the Baltimore and Ohio Railroad, with its two tracks, viaduct, &c., occupies a portion of the land over which it runs—the entire length—and on which the company claims to have established the right of way in the courts of the United States. That right of way, however, if it so exists, is coupled with conditions somewhat onerous upon the company, and calculated or designed to secure the property against injury. A riprap dam extends across the stream above the western end of the tract, which has been much impaired by frequent floods. There is also a partially completed dam of the same character at the same point, designed by a greater height to increase the volume of water-power. This dam was in course of construction when the rebellion compelled a suspension of the work, as well as the abandonment of the armory, musket and rifle works, before carried on upon an extensive scale. The water-power has been considered in times past of immense value. The dams across the two rivers, the canals, gates, forebays, masonry, buildings, machinery, &c., were constructed at an enormous cost, and in the best and most durable manner. A great deal of the machinery, consisting of three turbine and four cast-iron wheels of large dimensions, together with the larger part of their gearing, flumes, &c., is upon the ground or buried under it—all very much broken, rusted, and injured by exposure for over twenty years. Besides, there is a large quantity of building material, iron, and dressed stone, of considerable value, the *débris* of the very extensive government works, which were once the pride of this historic place and the substantial support of an industrious and thriving community.

The water-power of the Shenandoah, as constructed and used in early times, is now of little value, because of the changes in the river-bed made from time to time by devastating floods, so memorable in the region, and of the almost certain prospect of frequent overflow.

The Baltimore and Ohio Railroad Company also occupy a portion of this property with its road-bed.

For two decades this whole property, on both rivers, has been going to destruction by the filling up of the canals or race-ways, through floods in the rivers principally; by the continuous disintegration of the

dams; by the loss of material through the depredation of trespassers; and by the rust and decay consequent upon exposure to the weather. There would accordingly seem to be no reason on the part of the government to hold the property for better prices, but every reason to part with it for any reasonable sum that may be offered.

To this office it has been a ceaseless source of embarrassment and annoyance, because of its unprotected state, the want of adequate appropriation for its care against the depredations of trespassers, and of the ever-recurring thought that the property is depreciating constantly in value, for which there is no apparent responsibility, yet no remedy in the very nature of things. I would suggest for your recommendation to Congress legislation of some positive character, as to its sale by this office for such a sum as it will bring over a fixed appraisement, such appraisement to be guarded as in other cases, so that the property shall not be unreasonably sacrificed.

Very respectfully,

K. RAYNER,
Solicitor of the Treasury.

Hon. CHAS. J. FOLGER,
Secretary of the Treasury.

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Committees, Vol. 5,
1884- Serial No. 2257

April 24, 1884

48TH CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 1353.

CONVEYANCE OF LOT AND BUILDINGS AT HARPER'S FERRY.

APRIL 24, 1884.—Committed to the Committee of the Whole House on the state of the Union and ordered to be printed.

Mr. AIKEN, from the Committee on Education, submitted the following

REPORT:

[To accompany bill H. R. 1625.]

The Committee on Education, to whom was referred the bill (H. R. 1625) to authorize and direct the Secretary of War to convey by deed a certain lot in the town of Harper's Ferry, W. Va., to the Board of Education of that district, for common-school purposes, having had the same under consideration, beg leave to report:

The property alluded to in the bill 1625, is said by the assessors of the town of Harper's Ferry, to be worth $1,500. Formerly, it was used by the United States armory and arsenal at Harper's Ferry. After the war the property of the Government at this place was abandoned, and has lapsed into ruins. By act passed December 15, 1868, Congress directed the sale of this property, and donated the net proceeds of the sale to the common-school fund of West Virginia. This same act donated four lots with valuable buildings upon them to a private institution for the education of colored youths. This sale miscarried, and the property has in consequence fallen into dilapidation. Situated in the heart of the village, and exempt from taxation, this property greatly increases the heavy burden of the community in supporting their common schools, and represses efforts towards recuperation and prosperity in the village.

Your committee are further informed that an excellent brick school building, erected at the expense of the district just prior to the war, was taken possession of by the Government, torn down, and its material used for building shanties for the United States troops. In 1865, these shanties, or the material of which they were built, were sold and the money covered into the Treasury. We are further informed this building is detached from all other public property, and is not used for any public purpose.

In view of these facts, your committee respectfully recommend that the bill be passed with the following amendment: "*Provided*, That the Secretary of War, after proper investigation, shall find that the property alluded to in this bill is not worth more than three thousand dollars."

48th Congress, 1st Session

May 7, 1884

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48TH CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 1525.

SALE OF UNITED STATES LANDS AT HARPER'S 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 $200,000. 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

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 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 passed 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 property shall 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.

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Seenet Senate Reportsopf
Committees, 1883-84,
Vol. 7- Serial No. 2179

June 24,1884

CONGRESS, Session. } SENATE. { REPORT No. 770.

IN THE SENATE OF THE UNITED STATES.

JUNE 24, 1884.—Ordered to be printed.

Mr. MAXEY, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 1628.]

The Committee on Military Affairs, 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, respectfully submit the following report:

Attention is called to the communication of the Solicitor of the Treasury, addressed to Hon. S. M. Stockslager, of the House of Representatives, herewith, as follows:

DEPARTMENT OF JUSTICE,
OFFICE OF THE SOLICITOR OF THE TREASURY,
Washington, D. C., February 15, 1884.

SIR: I am in receipt of your letter of the 12th instant, inclosing House bill 1628, authorizing the sale of United States property at Harper's Ferry, and requesting me to make any recommendation in reference to the matter.

The property mentioned in the bill consists mainly of the water-powers of the Potomac and Shenandoah Rivers at that place, formerly used for the manufacture by the United States of ordnance material for the Army. Its chief and perhaps only value consists in the water-power of the two rivers, and the machinery, water-wheels, masonry, and building material on the ground. By sections 3749, 3750, Revised Statutes, and by act of Congress of June 14, 1878 (20 Stats. at L., sec. 130), the care and sale of this property devolves on the Solicitor of the Treasury.

Under the sections of the Revised Statutes aforesaid, in the character of property acquired through judicial process in the payment of debt, a sale is subject to the approval of the Secretary of the Treasury.

The difficulty has been in estimating the actual value of the water-power privileges, or in fixing some limit as a minimum to prevent sacrifice. In the year 1869 the War Department offered the two properties at public auction, and the same were bid off and sold on a credit of two years for $206,000. This was manifestly a fabulous price. However, not a dollar of the purchase-money was ever paid, and on a foreclosure of the lien in 1876 the United States, by the Solicitor of the Treasury, bid the property in for the payment of the debt upon it, at $70,000.

Since then an offer of $15,000 has been made or guaranteed as a bid in case of advertisement for sale. I think the property should be sold at any reasonable sum. It is rapidly deteriorating in its material and capabilities, and besides, in this region of the country, water-power, as compared with steam, is of much less value for obvious reasons than in former years.

The value of the property in question has no doubt been exaggerated very greatly in the minds of the Government officers who have had charge of it. It has been well advertised over the country, and there has been little or nothing to convince me that it would attract any general attention at an auction sale. The best and perhaps the only test of its value is the sum it will realize by competitive bidding after extended notice of the sale.

In regard to the bill which has been prepared, I would say that I am inclined to

favor that feature thereof which makes the offer to sell imperative; and yet there should be some limit or guard that the property may not be unduly sacrificed.

I would suggest that the bill be amended so as to authorize and direct a sale at a price not less than $15,000 for the two water-power tracts.

Very respectfully,

K. RAYNER,
Solicitor of the Treasury.

HON. S. M. STOCKSLAGER,
Chairman House Committee on Public Buildings and Grounds.

The committee adopt the House of Representatives report on the bill as follows:

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, armories, 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 $297,803.59, of which the water-power and 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, 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 $73,303.59 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 16, 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 authorizes 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 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 passed a joint resolution asking for the sale of this property.

[illegible] committee, therefore, looking to the interest of the Government, and to the [illegible] of the State wherein the property is located, recommend the passage of this [illegible] 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 property shall 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.

The committee are of opinion that there is no reasonable probability that this property will ever again be used for Governmental purposes, in which case it is best that it pass into private hands upon just compensation, in order that it may be used for productive purposes. It seems but just that, if not intended to be used by the Government, it is but fair that it should be subjected to taxes like other property in West Virginia.

The bill appears to be well guarded; wherefore the committee report the said bill without amendment, and recommend that the same do pass.

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October 29,1885

Page 290- May 25,1880 Sale:

Solicitor of the Treasury'. 137
Annual Report, October 29,1885, 49th Congress, 1st Session- 1885- 86 House of Representative Executive Documents, Vol 20, Part Q of the Attnoy Generals Annual Report. Serial No. 2381 Document No. 7, Part Q

Statement of real property at Harper's Ferry sold at public auction May 25, 1880, under the provisions of act of Congress of July 4, 1878.

When and from whom acquired.	Description.	To whom sold.	Amount sold for.
Apr. 17, 1877: Harper's Ferry Water Power Company and F. C. Adams.	Part of lot 1, water-power property: Potomac River: 330 feet.	Alexander Murphy	330 00
Do	The perpetual right to cut timber from 1,395½ acres lying south of Shenandoah River.	G. W. Green, 883 acres E. Tierney *et al.*, 512 acres.	310 00 250 00
July 16, 1878: William Doran.	Lot 3, block G	E. Tierney *et al*	7 00
July 16, 1878: Isaac Gilbert.	Lot 27, Wager six-acre reservation	J. McGraw	325 00
Do	Lot 2, block H, Shenandoah street	Storer College	15 00
Do	Lot 4, block I, Shenandoah street	N. C. Brackett	14 00
July 16, 1878: William Erner.	Lot 1, block J J, Camp Hill	J. Conway and E. Tierney.	76 00
July 16, 1878: M. Doran.	Lot 2, block G, Shenandoah street	E. Tierney *et al*	10 00
July 16, 1878: J. W. Mortlett.	Lot 6, block P, between Ridge and Putnam streets.	Col. M. E. Church of Bolivar, &c.	12 00
July 17, 1878: A. Bussey.	Lot 6, block H H, Camp Hill	Storer College	11 00
Do	Lot 7, block H H, Camp Hill	do	30 00
Do	Lot 8, block H H, Camp Hill	do	35 00
July 17, 1878: G. H. Bender.	Lot 5, block L, Ridge street	O. F. Kemp	25 00
July 22, 1878: W. Butts.	Lot 6, block G G, Camp Hill	J. Conway and E. Tierney.	41 00
July 22, 1878: J. L. Walsh.	Lot 2, block E E, between South Cliff and Clay street.	Alexander Murphy	20 00
July 23, 1878: F. N. Trail.	Lot 1, block K K, Camp Hill	J. Conway and E. Tierney.	42 00
July 26, 1878: J. Warfield.	Lot 3, block H, between Ridge and Putnam streets.	O. F. Kemp	15 00
July 26, 1878: H. Robinson.	Lot 15, block P, between Ridge and Putnam streets.	M. E. Welcome	5 00
July 26, 1878: M. A. Cavalier.	Lot 4, block A A, Washington and Potomac streets.	P. Higgins	20 00
July 27, 1878: T. E. Winters.	Lot 5, block I, L, Camp Hill	J. Faherty	27 00
Do	Lot 6, block I, L, Camp Hill	E. O'Brien	22 50
July 29, 1878: W. B. Chambers.	Lot 9, block M M, Camp Hill	Storer College	20 50
July 29, 1878: John Wilson.	Lot 2, block F, Shenandoah street	J. M. Marquette	60 00
July 30, 1878: O. Blanchfield	Lot 3, block M M, Camp Hill	J. Conway and E. Tierney.	45 00
July 30, 1878: D. Ames.	Lot 5, block H, Shenandoah street	W. H. Bell	16 00
Do	Lot 6, block H, Shenandoah street	do	10 00
Do	Lot 8, block Q, between Ridge and Putnam streets.	T. Jefferson	10 00
Do	Lot 2, block I, L, Camp Hill	N. C. Brackett	20 00
Do	Lot 3, block I, L, Camp Hill	John Faherty	22 00
Do	Lot 12, block L L, Camp Hill	N. C. Brackett	20 50
Do	Lot 1, block F, Shenandoah street	Alexander Murphy	250 00
Do	Lot 4, north of Shenandoah street	E. Tearney *et al*	31 00
July 31, 1878: J. Doody.	Lot 1, block N, Shenandoah street	Storer College	20 00
July 31, 1878: A. Seabold.	Lot 4, block I, Camp Hill	O. T. Kemp	20 00
July 31, 1878: M. Tearney.	Lot 6, block A A, between Washington and Potomac streets	J. P. Schilling	55 00
July 31, 1878: J. Leisenring.	Lot 2, north of Shenandoah street	G. L. Myers	405 00
July 31, 1878: F. Garmen.	Lot 8, block J, Camp Hill	Storer College	30 00
Aug. 3, 1878: L. Evans.	Lot 2, block I, Shenandoah street	J. G. Hurst	15 50
Do	Lot 3, block I, Shenandoah street	C. N. Trail	15 50
Aug. 3, 1878: S. V. Yantis.	Lot 4, block F, north of Ridge street	J. McFadden	12 00
Aug. 5, 1878: M. B. Rodrick.	Lot 3, block K K, Camp Hill	W. Erner	11 00
Aug. 6, 1878: George Freeman.	Lot 3, block H, Shenandoah street	Storer College	2 00
Do	Lot 4, block H, Shenandoah street	do	2 00
Do	Lot 1, block I, Shenandoah street	E. Tierney *et al*	15 00
Aug. 7, 1878: N. Marmion.	Lot 13, block I, Camp Hill	do	15 00
Do	Lot 4, block E, north of Ridge street	do	11 50
Aug. 12, 1878: E. N. Chambers.	Lot 6, block S, north of Ridge street	J. G. Hurst	2 00

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May 25,1880 sale report

Statement of real property at Harper's Ferry sold at public auction, &c.—Continued.

When and from whom acquired.	Description.	To whom sold.	Amount sold for.
Aug. 12, 1878; E. N. Chambers.	Lot 2, block D D, between Fillmore and Clay streets.	C. L. Cool	$25 00
Do	Lot 2, block C C, Washington and Clay streets.	..... do	20 00
Aug. 19, 1878; James Gilbert.	Lot 14, block P, between Ridge and Putnam streets.	Col. M E. Church of Bolivar, &c.	12 00
Aug. 21, 1878; O. Hall	Lot 8, block N, between Ridge and Putnam streets.	H. Robinson	15 00
Aug. 21, 1878; J. F. Conlahan.	Lot 5, block F F, Camp Hill	C. H. Trail	26 00
Aug. 21, 1878; J. Page	Lot 9½, block O, between Ridge and Putnam streets.	W. Ransome	15 00
Aug. 26, 1878; E. Tierney.	Lot 3, north of Shenandoah street	E. Tierney *et al*	31 00
Do	Lot 5, block A A, between Washington and Potomac streets.	P. Higgins	46 00
Aug. 26, 1878; A. Clemmer.	Lot 2, block F F, Camp Hill	Storer College	50 00
Do	Lot 3, block F F, Camp Hill	do	40 00
Do	Lot 4, block F F, Camp Hill	C. H. Trail	50 00
Do	Lot 6, block F F, Camp Hill	Storer College	16 50
Do	Lot 7, block F F, Camp Hill	do	20 00
Do	Lot 3, block G G, Camp Hill	J. Conway and E. Tierney.	50 00
Sept. 12, 1878; heirs J. O'Farrell.	Lot 6, block D D, between Fillmore and Clay streets.	C. L. Cool	50 00
Do	Lot 1, block E E, between S. Cliff and Clay streets.	Alexander Murphy	25 00
Sept. 19, 1878; W. M. Graham.	Lot 6, block L, south of Ridge street	O. T. Kemp	30 00
Sept. 24, 1878; D. M. King.	Lot 1, block C C, Washington and Clay streets.	J. Cavalier	20 00
Sept. 25, 1878; J. W. Hapwood.	Lot 6, block J J, Camp Hill	J. Conway and E. Tierney	64 00
Do	Lot 7, block J J, Camp Hill	J. E. Erwin	50 00
Sept. 25, 1878; H. King.	Lot 4, block V, north of Ridge street	E. Tierney	15 00
Sept. 26, 1878; S. J. D. Grubb.	Lot 4, block K K, Camp Hill	M. E. Crawford	76 00
Oct. 1, 1878; J. T. Reed.	Lot 4, block J J, Camp Hill	A. Cross	40 50
Do	Lot 5, block J J, Camp Hill	do	40 25
Do	Lot 10, block J J, Camp Hill	do	40 50
Do	Lot 11, block J J, Camp Hill	do	40 50
Oct. 1, 1878; F. W. Patterfield.	Lot 7, block M M, Camp Hill	Storer College	20 50
Oct. 9, 1878; M. A. Percival.	Lot 7, block north of Shenandoah street	do	40 00
Oct. 9, 1878; J. D. Holmes.	Lot 1, block north of Shenandoah street	J. Cavalier	850 00
Oct. 11, 1878; D. H. Erwin.	Lot 8, block north of Shenandoah street	Storer College	50 00
Do	Lot 3, block D D, between Fillmore and Clay streets.	C. L. Cool	46 00
Oct. 12, 1878; F. V. Cockrell.	Lot 4, block G, Shenandoah street	E. Tierney *et al*	15 75
Aug. 14, 1878; M. D. Cochrane.	Lot 14, block J J, Camp Hill	J. Conway and E. Tierney.	70 00
Total			4,65e 00

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October 22,1884 sale report

Statement of real property at Harper's Ferry, West Virginia, sold at public auction October 22, 1884, under the provisions of act of Congress of July 4, 1884.

When and from whom acquired.	Description.	To whom sold.	Amount sold for.
April 17, 1877; Harper's Ferry Water-Power Company and F. C. Adams.	The water-power entire of the Potomac River, site of old Armory buildings, and all the strip and bluff of land bordering on the Potomac and lying between the river and the streets and lots as laid down on the map of 1869.	Thomas H. Savery (except 330 feet of bluff on Potomac street, sold May 25, 1880, to Alexander Murphy).	$25,100 00
Do	The water-power entire of the Shenandoah River, embracing the site of the rifle factory, with the appurtenances.	Thomas H. Savery	810 00
July 22, 1873; J. L. Walsh.	Lot 5, block R, Ridge street	C. H. Trail and J. G. Hurst.	5 00
Do	Lot 2, block B B, Washington and Ridge streets.	J. Conway	25 00
July 29, 1873; John Wilson.	Lot 5, north of Shenandoah street	J. C. Child	13 00
July 30, 1873; D. Ames.	Lot 10, block J, Union Square	T. A. Kirwan and J. Watson.	14 00
Do	Lot 11, block J, Union Square	J. C. Child	3 00
Do	Lot 12, block J, Union Square	....do	3 00
Do	Lot 13, block J, Union Square	....do	4 00
Do	Lot 1, block Q, between Ridge and Putnam streets.	L. W. Delander	6 50
Do	Lot 2, block Q, between Ridge and Putnam streets.	O. T. Kemp	1 00
Do	Lot 3, block Q, between Ridge and Putnam streets.	J. H. Renner	4 00
Do	Lot 4, block Q, between Ridge and Putnam streets.	....do	5 50
Do	Lot 15, block Q, between Ridge and Putnam streets.	T. A. Kirwan and J. Watson.	3 00
Do	Lot 17, block Q, between Ridge and Putnam streets.	J. H. Renner	14 50
Do	Lot 18, block Q, between Ridge and Putnam streets.	T. A. Kerwan and J. Watson.	17 50
Do	Lot 1, block R, north of Ridge street	C. H. Trail and J. G. Hurst.	5 00
Do	Lot 7, block R, north of Ridge street	....do	24 50
Do	Lot 8, block R, north of Ridge street	L. B. Lightner	22 50
Do	Lot 3, block S, north of Ridge street	L. W. Delander	4 00
Do	Lot 4, block S, north of Ridge street	L. B. Lightner	3 00
Do	Lot 10, block L L, Camp Hill	J. L. Daily	13 00
Do	Lot 11, block L L, Camp Hill	....do	15 00
Do	Lot 2, block K K, Camp Hill	L. B. Lightner	61 00
July 31, 1878; M. Tearney.	Lot 3, block 2, between Van Woert and North Cliff streets.	T. A. Kerwan and J. Watson.	6 25
July 31, 1878; F. Gannan.	Lot 7, block L L, Camp Hill	....do	11 50
Aug. 3, 1878; L. Evans.	Lot 5, block I, Shenandoah street	J. Conway	6 50
Aug. 7, 1878; N. Marmion.	Lot 2, block R, north of Ridge street	C. H. Trail and J. G. Hurst.	4 00
Do	Lot 3, block R, north of Ridge street	T. A. Kerwan and J. Watson.	5 50
Do	Lot 6, block R, north of Ridge street	C. H. Trail and J. G. Hurst.	7 25
Do	Lot 6, block 2, between Van Woert and North Cliff streets.	T. A. Kerwan and J. Watson.	10 75
Aug. 12, 1878; E. H. Chambers.	Lot 7, block H, Camp Hill	Colored M. E. Church of Bolivar, &c.	1 00
Do	Lot 5, block S, north of Ridge street	L. B. Lightner	3 50
Sept. 12, 1878; W. A. Winters.	Lot 5, block Q, between Ridge and Putnam streets.	J. C. Child	3 00
Do	Lot 20, block Q, between Ridge and Putnam streets.	T. A. Kerwan and J. Watson.	5 25
Do	Lot 1, block V, between Putnam and Van Woert streets.	....do	25 00
Do	Lot 2, block V, between Putnam and Van Woert streets.	....do	3 25
Do	Lot 3, block V, between Putnam and Van Woert streets.	....do	2 00
Do	Lot 4, block V, between Putnam and Van Woert streets.	....do	2 75
Do	Lot 5, block V, between Putnam and Van Woert streets.	....do	2 00
Sept. 23, 1878; heirs of S. Z. Butt.	Lot 6, block J, Union Square	C. H. Trail and J. G. Hurst.	38 00
Sept. 24, 1878; D. M. King.	Lot 2, block S, north of Ridge street	S. V. Yantis	2 25
Do	Lot 3, block U, north of Ridge street	E. D. Colgate	10 [illegible]

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October 22,1884 sale report

Statement of real property at Harper's Ferry, West Virginia, &c.—Continued.

When and from whom acquired.	Description.	To whom sold.	Amount ed for.
Oct. 1, 1878; M. A. Percival.	Lot 1, block U, north of Ridge street	S. V. Yantis	$2 50
Oct. 9, 1878; C. E. Biller	Lot 3, block B B, Washington and Ridge streets.	J. Conway	50 00
Oct. 11, 1878; D. H. Erwin.	Lot 8, block L L, Camp Hill	J. J. Faherty	6 00
Do	Lot 9, block L L, Camp Hill	do	13 00
Do	Lot 6, north of Shenandoah street	W. B. Hill	24 00
Do	Lot 2, block B, Shenandoah street	J. G. Hurst	1,600 00
Do	Lot 18, Wager six acre reservation	G. and J. Dittmeyer	1,055 00
Do	Lot 10, block I, Camp Hill	E. H. Cavalier	18 00
Do	Lot 4, block E E, Camp Hill	P. Higgins	10 00
Do	Lot 5, block H H, Camp Hill	Storer College	25 00
Do	Lot 10, block P, between Ridge and Putnam streets.	E. D. Colgate	12 00
Do	Lot 7, block A A, between Washington and Potomac streets.	L. A. Montague	50 00
Do	Lot 9, block A A, between Washington and Potomac streets.	J. Conway	100 00
Do	Lot 10, block A A, between Washington and Potomac streets.	do	100 00
Do	Lot 5, block B B, between Washington and Ridge streets.	G. P. Marquette	30 00
Do	Lot 8, block B B, between Washington and Ridge streets.	do	26 00
Do	Lot 9, block B B, between Washington and Ridge streets.	C. H. Trail and J. G. Hurst.	26 00
Do	Lot 10, block B B, between Washington and Ridge streets.	L. A. Montague	30 00
Do	Lot 1, block C C, between Washington and Clay streets.	J. C. Child	34 00
Do	Lot 8, block F F, South Cliff street	C. H. Trail and J. G. Hurst.	33 00
Do	Lot 4, block D D, between Fillmore and Clay streets.	H. C. Brackett	40 00
Do	Lot 5, block D D, between Fillmore and Clay streets.	do	20 00
Do	Lot 3, block E E, between South Cliff and Clay streets.	J. Conway	27 00
Do	Lot 11, block F F, Camp Hill	C. L. Franklin	199 00
Do	Lot 9, block J J, Camp Hill	J. Conway	30 00
Do	Lot 12, block J J, Camp Hill	E. D. Colgate	101 00
Do	Lot 13, block J J, Camp Hill	T. A. Kerwan and J. Watson.	76 00
Do	Lot 5, block K K, Camp Hill	J. Conway	127 00
Do	Lot 9, block K K, Camp Hill	J. J. Faherty	30 00
Do	Lot 10, block K K, Camp Hill	J. Conway	41 00
Do	Lot 11, block K K, Camp Hill	J. J. Faherty	42 00
Do	Lot 12, block K K, Camp Hill	do	51 00
Total			32,357 77

23D CONGRESS.] No. 581. [1ST SESSION.

ON GRANTING TO A RAILROAD COMPANY THE RIGHT OF WAY OVER THE GROUNDS OF THE ARMORY AT HARPER'S FERRY, VIRGINIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES APRIL 30, 1834.

Mr. R. M. JOHNSON, from the Committee on Military Affairs, to whom the letters of Mr. Bruce, president, and Mr. Morell, engineer of the Winchester and Potomac Railroad Company, were referred by the Secretary of War, at the instance of the President of the United States, asking for the right of way through the property of the United States at or near Harper's Ferry, reported:

That the Winchester and Potomac railroad, in order to effect a suitable junction with the Baltimore and Ohio railroad at Harper's Ferry, must pass through property belonging to the United States at said place; and that such a work, penetrating a region among the richest in the Union in agricultural and mineral resources, and offering a route for its ready extension, will greatly promote the interests of the national armory by furnishing materials for its manufacture and supplies for workmen and others there employed; and, in the event of foreign invasion, might tend to strengthen the national arm by providing a rapid medium of transporting men and munitions of war from the interior of the country to the seaboard. But, independent of the reasons here advanced, the committee are of opinion, as this is a great public work which ought to have a fair encouragement, and as the right of way through the property of the United States at Harper's Ferry, which the company ask, can do no manner of injury to said property, but, on the contrary, greatly increase the value thereof, as also benefit the public in general, the committee therefore report a joint resolution granting to the Winchester and Potomac Company the right of way as asked for.

WAR DEPARTMENT, *April* 18, 1834.

SIR: I have the honor to transmit copies of letters received from Mr. Morell, the engineer, and Mr. Bruce, the president of the Winchester and Potomac Railroad Company, by which it will be seen that that company is desirous of running their road through the public grounds at Harper's Ferry. I am instructed by the President to inform the Committee on Military Affairs that, not feeling authorized to accede to the proposition made on this subject, the matter is referred to the consideration of the committee.

Very respectfully, your most obedient servant,

LEW. CASS.

Hon. R. M. JOHNSON, *Chairman of the Committee on Military Affairs, House of Representatives.*

WINCHESTER, *April* 14, 1834.

SIR: A copy of a letter from Colonel Bomford, of the 29th ultimo, to General Rust, containing the decision of the Secretary of War upon the application of the Winchester and Potomac Railroad Company, made through General Rust, has been furnished me as agent of that company. From the terms of the decision I infer that the request of the company has not been presented to the War Department in a manner to make its nature fully understood.

By an act of the general assembly of Virginia, incorporating the Winchester and Potomac Railroad Company, they are authorized "to enter upon all lands and tenements through which they may judge it necessary to make the said railroad, and to lay out the same according to their pleasure, *so that neither* the dwelling-house, yard, garden, or castilage of any person be invaded *without his consent.*"

The Winchester and Potomac railroad cannot reach the Potomac at Harper's Ferry without passing through the yards, &c., of the occupants of the land held by the government at that place, and the request of the company is not that the War Department shall dispose of the public land, but that it shall not obstruct a great public improvement by withholding its consent to the passage of the road through the yards, &c., of the individuals occupying that ground.

It is contemplated to carry the road in the rear of the dwelling-houses, and to elevate it upon trusses to a height sufficient to admit at all places ready access from the front to the rear of all the lots either by men or horses; and it is believed, by adopting this mode of construction, that there is not a single occupant who would refuse his assent to the passage of the road through his grounds.

If, under this view of the subject, the Secretary of War shall feel authorized to give the consent required, he will please cause me to be notified of the same at as early a period as his convenience will permit.

I am, with great respect, your obedient servant,

WM. H. MORELL.

Hon. LEWIS CASS, *Secretary of War.*

WINCHESTER, APRIL 14, 1834.

SIR: It is, I believe, known to you that one of the contemplated routes for the Winchester railroad passes down the left bank of the Shenandoah, near Harper's Ferry, and partly through the United States property at that place. A sketch of the localities of the public property, likely to be affected by our undertaking, was forwarded through General Rust, I think, to Colonel Bomford, that the department might be possessed of such materials as would enable it to determine what facilities could be extended to a work which, no doubt, will be of great benefit to the armory, and enhance the value of property belonging to the government in its vicinity. It has been stated to me, though unofficially, that, as head of the War Department, where I supposed the power to reside, you were disinclined to act on the subject of our request, and, supposing that it arose from an apprehension that our expectations might be greater than they really are, I have taken the liberty thus personally to address you.

Although the location of our road passes through several private yards and gardens, yet the holders of property, save one, have gratuitously conveyed us the right of way. A similar right we solicit of the federal government; and, in addition, the use of a portion of the public ground near the arsenal as a place of deposit for our trade, now occupied, in part, as a wood and lumber yard, out of the region of the workshops, and embracing no improvement of any value whatever. The spot referred to, near the arsenal, is particularly desirable to give efficiency to our operations, as it at once would accommodate the trade of the armory and village, give us easy access to the Chesapeake and Ohio canal, and promises a ready junction with the Baltimore and Ohio railroad. Penetrating the richest valley in Virginia, leading to inexhaustible beds of fine iron ore, from which some of the best metal used at the armory has been obtained, the commencement of a line of improvement, likely to be excelled by few in the accommodation of national trade and travel, I cannot doubt that the general government will extend encouragement to the work commensurate with its importance.

Would it be asking too much of the department to direct a personal examination into the localities and objects above alluded to? The engineer of the company will cheerfully communicate its views, and (excuse me if I should appear importunate) it would give me much pleasure to meet such agent next week, on the ground; Mr. Thomas, of the Baltimore company, having solicited an interview with me upon business of the two companies, on the 23d instant, at Harper's Ferry.

Should you feel indisposed to act decisively in this matter, and advise its reference to the slow action of Congress, I beg you will be kind enough to inform me early, as our desire is to have the subject settled as soon as possible, as well as to put the anxiety of the inhabitants of Harper's Ferry to rest about the final location of the work as to enable the company to decide, however reluctantly, upon occupying the right bank of the Shenandoah, by means of a bridge about a mile above its junction with the Potomac.

Allow me to hope that a work, fostered at its commencement by the general government, and stamped with the testimony of its national importance by the able engineer then employed, will receive the same liberality now advancing towards its completion.

I have the honor to be your most obedient servant,

JOHN BRUCE,
President of Winchester and Potomac Railroad Company.

HON. SECRETARY OF WAR.

23D CONGRESS.] No. 586. [2D SESSION.

ON GRANTING TO A RAILROAD COMPANY THE RIGHT OF WAY OVER THE GROUNDS OF THE ARMORY AT HARPER'S FERRY, VIRGINIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES DECEMBER 12, 1834.

Mr. THOMSON, of Ohio, from the Committee on Military Affairs, to whom was referred the resolution of the House of Representatives of the 9th instant, embracing so much of the report of the Secretary of War as relates to the joint resolution of Congress, passed at the last session, providing for the construction of a railroad through the public grounds at Harper's Ferry, reported:

That the committee have examined the subject referred to them, and find that the Winchester and Potomac Railroad Company could not make the contemplated railroad without passing through the ground belonging to the United States, which had some small improvements erected thereon, and which, on an examination made by officers appointed by the proper authority for that purpose, may amount to about $480; there are some other buildings on the line of the railroad, as now located, such as smoke-houses, sheds, &c., of little value, which can be removed with but little expense. The committee being of opinion that the completing of the Winchester and Potomac railroad, and forming a junction with the Baltimore and Ohio railroad at Harper's Ferry, is an affair in which the public feel a great interest, and that it is an undertaking which deserves every fair encouragement, recommend the passage of the accompanying joint resolution, as amendatory to the one passed at the last session.—(See antecedent document No. 581.)

Vol. V, pp.426-427

TOPOGRAPHICAL BUREAU, *October* 23, 1834.

SIR: I have the honor to lay before you the report of Lieutenant Colonel Kearney and Captain Turnbull, of the corps of topographical engineers, in reference to a resolution of Congress passed during its last session, authorizing the President to grant, under certain conditions, a right of way to the Winchester and Harper's Ferry Railroad Company over the public land at Harper's Ferry.

The report, 1st, describes the ground and the improvements which would be interfered with.

2d. It states the conditions which ought to be exacted in case the grant is made.

3d. It alludes to the power to make the grant under the limitation which appears to placed upon that power in the resolution, and the circumstances which were found to exist.

Upon the last question the whole subject may be considered to depend; but as its interpretation properly belongs to authority higher than this bureau, it is respectfully submitted to your better judgment, with all the papers involved in its consideration.

I have the honor to be, sir, very respectfully, your obedient servant,

J. J. ABERT, *Lieutenant Colonel, Top. Eng.*

Hon. LEWIS CASS, *Secretary of War.*

American State Papers, Military Affairs, V, 427.

WASHINGTON CITY, *October* 7, 1834.

SIR: Agreeably to your orders we have examined the ground on which the Winchester and Potomac Railroad Company propose to locate their road and depots at and near Harper's Ferry, as well as the effect of that location upon the property and interests of the United States, and we have the honor to report:

That the company intend, on leaving the main land near Strider's island, that the road shall traverse the islands which border the northern shore of the Shenandoah river, viz: Strider's, Throop's, Hall's, and Virginius islands, whence it will reach the narrow plains at Harper's Ferry, about forty-three yards above the foot-bridge at the lower end of the island. Upon one of these islands are the works erected by the United States for the manufacture of rifles; and on the main land, near the ferry, are the arsenals for the storage of arms, and many of the houses, offices, and other buildings, intended for the accommodation of the officers and workmen in the employ of the government.

Covered as the ground at the ferry is with houses, gardens, and fences, and crossed by streets and lanes, it would be difficult, if not impracticable, to construct a road of double tracks without interfering with some interest or convenience, and it would be equally difficult to avoid all improved property. The route which the company has traced is, in fact, almost altogether on improved property, on which are several houses, as the maps accompanying this report, and the statement market F, will show.

We are of opinion, nevertheless, that it is liable to fewer objections on the part of the United States than any other route that the company could have selected on the public lands.

The company call for a breadth of thirty feet for their road in its passage over the islands, and to the eastward of the street or alley on which the Globe inn is situated. From this point (say thirty-four feet east of that street) to the eastern boundary of the United States property the company propose to increase the width of the ground on which their road is to be constructed to fifty feet, to enable them to lay four tracks.

The parallel lines (traced and shaded in red lake) upon the maps hereto annexed, and marked A, B, and C, exhibit the location of the road, which covers about 7,000 square yards of public land.

We are of opinion that a breadth of thirty feet is not more than will be necessary for a double track elevated above the natural surface of the ground; and the connexion of the road with that of the Baltimore and Ohio Company, which has a peculiar width between the rails, renders four tracks indispensable at the place where they unite with each other.

As a place of deposit, and for the general accommodation of the trade, the company ask for the ground lying south of their road and east of the paymaster's dwelling. This is also colored in red lake upon the maps, (marked A and B,) and contains about 2,900 square yards. It includes part of the paymaster's garden and a small house of little value, and it extends to the river shore.

This ground will probably be scarcely sufficient for the purposes for which the company intend it. The privilege of wharfing in front of it would enable the company to communicate directly with the river trade and enlarge their limits. Should the United States be disposed to grant more space than is here indicated, the grant ought to be confined to the ground lying between the railroad and the Shenandoah river, and east of the lane on which the Globe inn is situated.

Between the railroad and Shenandoah street, and to the east of the Globe inn, the United States has no more ground than is required for the establishments which it has formed there. It is through this ground, nevertheless, that the company wish to open a communication between the railroad and Shenandoah street, and they propose to erect a warehouse immediately north of and in connexion with the road, for the benefit of the trade of Harper's Ferry and its neighborhood, and for the general accommodation of passengers.

The company have chosen two modes, by either of which it would be willing to effect this object; that is, directly by the space lying between the arsenal and the master armorer's, and colored in red lake on map A, or otherwise through the Globe Inn lane, and thence between the northern rails and the red dotted lines shown upon the same map.

As it is intended to lay the rails along this part of the line at such a height that their surface will be nowhere less than ten feet above the natural surface of the ground, and as the ground can be easily graded to fourteen feet below the rails, they can be established on trestles or frames, or upon piers, so as to leave sufficient room under them for all purposes of transportation or intercourse between the depots south of the road and the Globe Inn alley, and thence to Shenandoah street.

Inasmuch as the ground which the company require for a depot on the southern side of their road necessarily approaches the paymaster's dwelling rather nearer than is supposed to be consistent with his comfort and convenience, or the safety of his property, and as the buildings which the United States have upon that lot are very conveniently situated for the purpose, and would be useful to the company for the accommodation of their officers and attendants at the depot, it is suggested whether it would not be to the mutual advantage of the parties to yield this lot and its improvements to the company for a fair price. We learn that there is an unexpended appropriation for enlarging the paymaster's establishment. Should it be considered advisable to locate him elsewhere, (on the hill, for example,) there could not be a fairer opportunity, nor one more in accordance with the interests of all parties, than the one now presented.

Should the President of the United States resolve to convey to the company the right of way over the public land, we conceive it to be our duty respectfully to suggest that, among others, the following conditions and restrictions ought to be embraced in the act of conveyance, viz:

Restraining the company from diminishing the watercourses by which the works on the Shenandoah are supplied with water; from impeding the free passage of the water through them; from diminishing the height, length, breadth, or strength of the embankments which now are or may be hereafter erected to protect the works or property against freshets or backwater; the like restrictions as to waste-weirs,

sluices, dams, &c.; from interrupting or reducing the water communication between these channels and the river; from impeding or injuring the navigation of the rivers near the United States property; from preventing or impeding the erection of any dam or other work that the United States may propose to erect upon the Shenandoah, reserving to the United States to add to, enlarge, diminish, or otherwise alter or change such channels, sluices, waste-weirs, dams, embankments, or other works, as now are or hereafter may be deemed necessary or convenient.

Further, we think that the company ought to be restrained from embanking any part of the ground over which their road is to be constructed near the public land without the express permission hereafter of the United States. The rails ought, therefore, to be supported, wherever they are elevated above the natural surface, upon frames or trestles, or upon piers or viaducts, so as to leave free and unimpeded, as far as practicable, the communication between the ground lying north of the road and that which lies next to the river, so that the passage across or under the road may always be free and open to the United States and to the public, so far, at least, as may consist with the safety of the property of the company; and, for this purpose, the surface of the rails ought not to be less than ten feet above the ground anywhere at Harper's Ferry, nor less than fourteen feet above the ground at and east of the Globe Inn alley.

This freedom of communication, so far as it relates to the ground on which the company's depot is to be situated, might be limited to the property of the United States, and to the officers and persons in their employment; and with that limitation might be connected a right to land stores and other property at the wharves and upon the grounds of the company at Harper's Ferry, and to transport them over the said grounds by the most direct and convenient routes, free of charge for wharfage, damage, or use of grounds. The company should be also restrained from obstructing the streets across which their road may be carried, and from interrupting the drainage of the ground north of it. It ought to be held to erect and maintain sufficient fences between its property and that of the United States wherever and whenever required. It ought to remove, at its proper cost, such houses, sheds, &c., as may fall within the limits conveyed to it, to such places as they may be reasonably required to remove them to, and to restore them in as good condition to their owners as they were in immediately before their removal; or (at the option of the owners) it should pay for them at a fair valuation. It ought also to be obligatory upon the company to use every precaution against fire, and to repair any damage or loss that the United States property may sustain in consequence of the proximity of the company's works to the same.

Whether there exists sufficient authority to make arrangements and conditions such as we have suggested, or whether any conveyance of the right of way over the property of the United States at Harper's Ferry at or near the line of location laid down on the accompanying maps, or on any other practicable line, can be made consistently with the provisions of the joint resolution, a copy of which accompanies this report, and especially whether such conveyance may be made consistently with the clause which requires that the ground to be conveyed shall be "at present not improved," we do not conceive to be within the sphere of our duty to inquire. It is for others to determine whether the authority to do so be sufficient or not. Our duty is confined to the simple statement of the facts which we have collected, and the restrictions and conditions which occur to us as being worthy of the President's consideration. If there are any other than those we have stated, they have escaped our attention, or have not appeared sufficiently important to be noted.

Very respectfully, we are, sir, your obedient servants,

JAMES KEARNEY, *Lieut. Col., and Top. Eng.*
WM. TURNBULL, *Captain, and Ass't Top. Eng.*

Lieut. Col. J. J. Abert, *Topographical Bureau.*

F.

Explanation of maps accompanying the foregoing report.

At the eastern termination of the government land a high stone wall is erected, immediately on the line between the United States and Wager's.

No. 1, carriage-house of superintendent, value $40; can be removed.

No. 2, carriage-house and stable of paymaster, value $50; can be removed.

No. 3, carriage-house and stable of master armorer, value $150; can be removed.

No. 4, dwelling, belonging in part to the United States, and the balance to George S. Butler—say, United States $100, Butler $140, as ascertained by appraisers. This building *cannot* be removed.

The other buildings laid down on the map *in* the line of the railroad are frame smoke-houses, privies, and sheds, of but little value, and can be removed with but little expense. The ground occupied by a kitchen attached to the paymaster's quarters is required for a part of the depot. This building is of frame, of little value, and also easily removed.

It may not be improper to remark that the fencing of the lots will be much increased by the opening of the contemplated railroad. It will also be necessary to secure a free passage along the streets extending from Shenandoah street to the river; that is, that the rails should be sufficiently elevated for the passage of wagons under them.

August 12, 1834.

October 7,1834 Map showing Right Of Way

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U.S Statues a t Large, Vol.6

pp. 818-819.

ACT OF AUGUST 1, 1842

STATUTE II.

Aug. 1, 1842.

CHAP. CXVIII.—*An Act to authorize the Shenandoah Bridge Company, at Harper's Ferry, to erect a Bridge on the land of the United States at the town of Harper's Ferry.*

Authority to erect the bridge and make a road.

Be it enacted, &c., That the Shenandoah Bridge Company, at Harper's Ferry, be and they are hereby authorized to erect a bridge across the river Shenandoah, on the lands belonging to the United States, at or near the town of Harper's Ferry, and to connect the same by a sufficient road or passway through the said lands, with the road on the east side of said river and the main street of the said town: *Provided*, that, in the construction of said bridge, and the said road or passway to and from it, the said company shall not, in virtue of this act, interfere with the rights and privileges of any individuals or existing corporations: *And provided, also*, That the location of the said bridge upon the public lands aforesaid shall be submitted to and approved by the Secretary of War, prior to the erection thereof: *And provided, also*, That all agents, servants, and property in the service of or belonging to the United States, shall pass and be transported free of toll.

Proviso; in doing so not to interfere with the rights of others.

Proviso: location to be approved by the Secretary of War.

Proviso; agents, &c., of the U. S. to pass free of toll.

SEC. 2. *And be it further enacted*, That on the said terms and conditions the said Shenandoah Bridge Company shall be, and they are hereby, empowered to erect a toll-house adjacent to the said bridge on the lands aforesaid of the United States: *Provided*, That, should the said bridge never be constructed, or, having been constructed, shall be abandoned by said company, the rights vested therein by this act shall cease and determine.

May erect a toll house adjacent to the bridge.

Proviso.

APPROVED, August 1, 1842.

148 A

1806 Right of Way for Canal

Harpers Ferry National Historical Park Microfilm Collection, Ree 1 No. 22, Vol. 13, pp. 1265-1627. From National Archives Record Group 153, Office of Judge Advocate General, Military Reservation Division, 1809-1942, Harpers Ferry, W.Va., Box No. 44.

Articles of Agreement made and entered into the third day of March in the Year of our Lord One thousand Eight-Hundred and Six. Between Thomas Jefferson, President of the United States, on the one part for and in their behalf & the president and Directors of the Potomac Company on the other part. Witnesseth that whereas the said Company are anxious to improve the Navigation of the River Shenandoah, by means of a Canal to be taken out of said River upon the Grounds belonging to the U. States and Continued down to a point at or near the old Saw Mill upon the Said grounds, where it is proposed to descend by means of Locks into the bed of the River. In consideration whereof they agreed that the U.States may have the full use and benefit of the Surplus Water in Said Canal - - The said Thomas Jefferson President as afore said Hath and Doth hereby grant to the Said Company the Right and privilege of cutting making and Keeping in Repair at their own proper and exclusive expence a Canal through the Said land belonging to the United States, and in such a Manner and direction as will take the water out of the Shenandoah River and Convey the Same to a point at or Near the old Saw Mill where their Locks may be inserted to descend again into the bed of the River - And the Said Thomas Jefferson in his said Capacity doth hereby further grant to the Said Company for the purposes aforesaid and as necessary for their Accomplishment the Right and privilege of digging and taking Stone Rocks and gravel from Such parts of the public land as Shall not be injurious to the United States; and also the Right of making keeping in Repair and using Suitable towing paths and passages on the banks of the said Canal though the whole extent aforesaid, together with the use and occupancy at all times of a sufficient Space of Ground on each side of the Locks as shall be proper for a Toll house and other necessary uees of Said Locks and the Said president and Directors in consideration of the premises do again and covenant with the U. States as aforesaid that they the Said Company or their assigns will make and Keep in Repair the proposed Canal, and do hereby grant unto the United States as aforesaid forever here after the Right and privilege of drawing Wate from any part or parts of Said Canal for the use of any Water Works which may hereafter be erected on any part of the public lands, So far as may consist with the free complete and uniterupted use of the Saod Canal, by the Said Company, and the Said Company doth further agree as aforesaid with the United States to cause to be made and kept in repair such Roads and bridges as may be deemed necessary and proper by the Superintendant of the

Public Works at Harpers Ferry to remedy any inconvenience which the U.S. may sustain in consequence of the interuption which the proposed Canal and Locks may Accation [sic] to the existing road or way -

The said president and directors of the Potomac Company having a complete knowledge of the nature and extent of the title which the United States claim to the Land through which the aforesaid Canal is intended to pass, it is hereby Clearly understood and further agreed by the parties hereto, that the said Thomas Jefferson, Pres[t] as aforesaid only intends to pass to the said Company such right and such only as the United States Claims as are invested with invested with, not meaning to warrent or defend the same, or to subject the United States to any damage or liability whatso ever in Case their title to the Same shall hereafter prove defective.

Signed Thos Jefferson

U.S. Seal By the President
of the U. States
H. Dearborn
Sec. of War

Signed Jos. Brown
[f]or P. Company

True copy, 3, Nov. 1815.

L807 Plat

Explanation of the Plat

A. The beginning, at which place is three sycamores; - the leased land comes to these trees and no lower down the river.

B. Shews where the Canal takes the water out of the river.

D. The Dwelling house occupied by Leonard Harbaugh.

E. Shews the way the waste water is carries off from the canal.

F. Shews a situation where a mill may be built, to work two pair of six feet stones, and supplied with water by leading it along the old saw mill race to P and then by cutting a new race along the dotted lines to F, at which situation ten feet of fall may be had and a sufficient supply of water at all times without interfering with the supply of the Canal at B.

G. G. Shews the new Saw mill, supplied with water from the Canal; at which place a mill ought to be built to work two pair of Six feet stones, with ten feet head of water.

H I K Shews a Lock Gate, and the 1st and 2nd lock.

M. Shews a situation for a Mill seat that may work two pair of Six feet stones, which may have 17 feet head and fall of water, and be supplied by taking the water from the canal at the saw mill, G, and conducting it along the dotted lines to L, and there carrying it across the canal in a trunk: and if delivered on an overshot wheel the tail water cannot impede the boats passing up or down.

N. Shews where another Mill might be built to work two pair of Six feet stones, to be supplied with water in the same manner with the last, and have the same head of water.

T. Shews the Dwelling of Harper Dec.

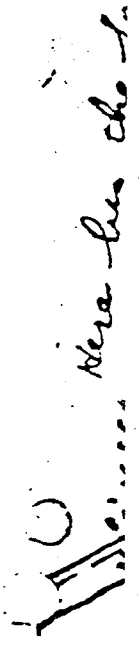
XY The dotted line, shews where a dam might be made across that part of the river and the water in the time of a flood turned the other way; leaving an apperture in the dam to let enough through to supply the Boats passing: which would prevent the mills below the locks being stopped by back water.

The lines shaded yellow shew the road to Harpers Ferry.

laid down by a scale of 8 perches to an inch.

1807 Plat showing right of way for
Potomack Company Canal

150



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U.S. STATUES AT LARGE, Vol.

and Vol. 5, p. 744 and 792.

RIGHT OF WAY FOR WINCHESTER AND POTOMAC RAILROAD

June 25, 1834.

III. RESOLUTION *giving the right of way through the property of the United States at Harper's Ferry, to the Winchester and Potomac Railroad Company.*

Grant of the right of way, and restriction of its use.

Resolved by the Senate and House of Representatives of the United States of America, in Congress assembled, That the President of the United States of America be, and he is hereby, authorized to convey to the Winchester and Potomac Railroad Company, free of charge, the right of way through the property held by the United States at Harper's Ferry, (and at present not improved,) if, in his opinion, it should not be inconsistent with the public service; and, also, on the same terms, so much of the ground between the arsenal and the Shenandoah river, and near its junction with the Potomac, as may be deemed consistent with the public interest: to be used for the benefit of the said company in the deposit and accommodation of the trade of said Winchester and Potomac Railroad Company only, and for no other purpose whatever: *Provided, nevertheless,* That the said railroad shall be so located, in the judgment of two or more skilful engineers of the army of the United States, who may be deputed by the President of the United States to make such location, as not to impede or injure, in any manner, the future improvement of the navigation of the river Shenandoah by a lock and dam navigation, or by extending a canal along the left bank thereof, to the river Potomac, or to the canal now constructed along the left bank of the said river.

Post, p. 792.

Proviso.

APPROVED, June 25, 1834.

RESOLUTIONS.

Jan. 27, 1835.

I. Whereas the Winchester and Potomac Railroad Company have found it impracticable to make the railroad through the grounds belonging to the United States at Harper's Ferry, agreeably to the exact tenor of the joint resolution passed for their benefit at the last session of Congress,

Ante, p. 744.

Road to be completed under the approval of the President.

Resolved by the Senate and House of Representatives of the United States of America, in Congress assembled, That the said Winchester and Potomac Railroad Company are hereby authorized to complete said railroad, as now located through said grounds, on paying the value of any improvements injured by the road, or giving authority to replace them in other positions, should they be deemed by the President of sufficient importance to be paid for or removed: *Provided, however,* That the road shall be constructed in such place, as far as it passes through the public grounds at Harper's Ferry, as may be approved by the President.

Proviso.

APPROVED, January 27, 1835.