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

by
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Volume I
A Narrative History

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National Capital Team
National Park Service
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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 Harpers Ferry, West Virginia, lays the basic groundwork for all the economic and industrial development that did and did not take place at Harpers 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, Harpers Ferry awoke from its long sleep, the world had left the town far behind. Technical changes had rendered industry largely independent of water power and so when Harpers 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 Harpers 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 programmed to complete the chief industrial history of Harpers Ferry in the post Civil War years. The first and most important of these would be of Thomas H. Savery and Company who redeveloped and utilized the water power of the Potomac and Shenandoah
Redevelopment of the water power of the Island of Virginia by Jonathan C. Child and John A. McClellan 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, 1796-1861, 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. Robert Harper, a millwright 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. 14, 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," 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. 196, 125 acres, Virginia State Library, Richmond, Virginia. Date on 2nd deed for 92 acres, dated April 19, 1762, from recital of facts in Thomas Rutherford and others to United States, deed of B. & E., February 20, 1797, in National Archives Record Group No. 121, Entry 75, Warrenty Deeds and Correspondence, Harpers Ferry, Va., 1796-1880, Tray 1, Data on island from National Archives Record Group 153, Office of the Judge Advocate General, Military Reservation Division, 1809-1942, Box 11, 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 the Armory 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 referred to as "Abstract of Title, SN. 1330, for Harpers' Ferry, deed of April 19, 1762?, see Harpers Ferry National Historical Park, Letter from Walter M. Nelson to Walter M. Nelson, December 17, 1975, in National Archives Record Group 153, Office of the Judge Advocate General, Military Reservation Division, 1809-1942, Box 11, with copy of deed."
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 new
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. Accordingly, on June 15, 1796,
John Wager, Sr. sold all of his wife's Harpers Ferry inheritance,
except for six acres of land retained in what became known as the "Wager
retained
Six Acre Reservation," another three-quarters of an acre 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. Included in
this transaction for approximately 117 acres was his title to "an
Island in the River Potomack opposite to Harpers Ferry containing about
Twenty Acres."

On February 20, 1797, Thomas Rutherford, William Darke, Van
Rutherford, and Mary 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. 99.

3. Public States at Large of the United States of America Vol. 1 (1845), p. 352,
see Appendix No. 3 for copy of law.

1. Copy of Warranty Deed, John Wager, Sr., et al., Berkeley County, Va., to U.S.,
June 15, 1796, in Record Group No. 121, Public Buildings Service, Entry 75-
Warranty 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. 3 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. Thus by the spring of 1797, at a total cost of
$17,016.66, the United States Government had obtained title to 127
acres of land that was 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 Harper's grave, so the Wager family could not
now carry out Harper's request. This omission, the lawyer pointed
out, might not only invalidate the Wager family title to their 6 3/4
acres but the United States title to the 117 acres that had been
acquired from John Wager. In order to correct this situation,
Samuel Annin, Paymaster of the U.S. Armory at Harpers Ferry, 
6 surveyed and laid out the four cemetery in late 1803.

The correct total acreage available after 1803 was thus 1423 acres,
and not 127 acres, as listed in Ordnance Department records.

Of the total of 1423 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 Warranty 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. 2, p.104.
6. The Survey of the Harper Cemetery is recorded in Deed Book 3, p.108,
Jefferson County, Courthouse, Charles Town, W. Va., Paymaster Samuel Annin
to the Secretary of War, January 1801, notifying the Secretary of this
to store the newly manufactured arms. The balance of the land, some 337½ 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 Harper's Ferry began to expand as the Armory grew.

For a Map illustrating the 1796-97 acquisitions, see Map No. 2 on p. 117.

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 conveyed to "John Adams, President, &c. his successors," "the right of digging ore from 'Friends' ore bank' held under said Henry Lee &c."[8] 221 acres of and buildings of a tract known as the "Keep 'Tryste Furnace". On September 21, 1819, also "Abstract of Title, S. N. 1330," p. 6. For copy of deed see Appendix No. 2, Deeds 110 and 111. Also "Abstract of Title, S. N. 1330," p. 6.


8. "Warranty Deed, George North et al., to United States, June 20, 1800," National Archives Record Group No. 121, Entry 75, Trey 1. Also conveyed was a tract of land with buildings and improvements, located on the Potomac adjacent to the "Keep 'Tryste furnace'."
sold the acre Keep Tryste Furnace Tract to John Preacher for $15,000.00, thus reducing the total cost from $12,000 to $27,000.

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 1869-80 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 and others sold to the United States the perpetual 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. See Map No. 3, for a 1811 survey of the wood land tract. Part of 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 United States, Deed of B. & S. August 20, 1813, in National Archives Record Group 171, Entry 75, Tract 1. Also recorded in Deed Book No. 6, p. 63, Jefferson County Courthouse, Charles Town, W.Va. Also copy on Harpers Ferry NHP Microfilm Roll No. 21, Vol 6, pp. 519-550. For copy of deed see Appendix No. 7. "Abstract of Title," S.H. 1330, p. 6 - See Appendix No. 2, p. 120 for deed.
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 until 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 3,186 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, $63,158,49, 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 1 acre in Harpers Graveyard) and the total number of buildings, including 89 dwelling houses valued at $17,600.00, was 113 structures valued at a total of $2,601,409.35.

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. 602, Jefferson County Courthouse, Charles Town, W.Va. Also copy of deed on Harpers Ferry NHP Microfilm Reel No. See "Abstract of Title," S.M. 1330, p. 5.

For deed, see Appendix No. 7, p. 121, for maps, No. 4 and 5, see J.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.

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 Gulp 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.

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 1 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
See also "Abstract of Title," S.N. 1330, p. 5.
For deed, see Appendix No. 2, p. 127. On March 2, 1836, Congress appropriated
$1,600 to purchase the water rights and construct the dam on
the Shenandoah River, U.S. Statutes at Large, IV, p. 642.
U.S. Grants of Rights of Way Across Armory Property:

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 Hall's Island. The Potomac Company completed its construction of 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 a legend reading"Crossing 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. 177, as Dr. 118-62. Map No. 43. 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 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 the Hall, or U.S. Rifle Factory, Islands. The grant further specified that the railroad track was to be elevated and crossed on trestles as it crossed the U.S. lands in order to permit the inhabitants of these blocks free access to their lots.

The railroad company completed the construction of its lines and began operations in 1836.


11. Armory Paymaster Samuel Amin letters of April 11 and May 11, 1807, accompanying the plat are on Harpers Ferry NHP Microfilm Reel No. 18, Vol. 1, p. 50 and 52. See Vol. III, p. 11-17, for right of way report and 1834 map.

See Report of Lieutenant Colonel Kenney 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 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. The railroad company's right of way 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 1839, and in June 1840 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. Clove, acting under authority and instructions from the Secretary of War Jefferson Davis, and V. Brooks, President of the B & O. R.R., entered into a formal agreement 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.
Bridge Across the Shenandoah River, 1813.

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." 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. From August 12, 1865 to 1869, the War Department granted the Shenandoah Bridge Company a temporary license to operate a ferry across the Shenandoah River at Harper's Ferry. The company stated that it wished to rebuild the toll bridge and would operate the ferry during the period of construction. The Company operated the ferry but made no effort to rebuild 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 MHP Microfilm Reel No. 27, Volume 8, p. 796-797, also see Volume 10, p. 973-975. Law in U.S. Statutes at Large, Vol. 6, 81.8-81.9,
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 than 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 62 wood houses.

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

<table>
<thead>
<tr>
<th>Year (Fiscal)</th>
<th>No. of claims settled</th>
<th>Amount paid</th>
<th>Appropriated by Congress</th>
</tr>
</thead>
<tbody>
<tr>
<td>1823</td>
<td>12</td>
<td>$5,758.30</td>
<td></td>
</tr>
<tr>
<td>1824</td>
<td>13</td>
<td>1,671.96</td>
<td></td>
</tr>
<tr>
<td>1825</td>
<td>5</td>
<td>1,031.60</td>
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<td>1826</td>
<td>1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>1827</td>
<td>6</td>
<td>200.00</td>
<td></td>
</tr>
<tr>
<td>Paid:</td>
<td></td>
<td>$8,661.86</td>
<td></td>
</tr>
</tbody>
</table>

While these claims were being settled, Armory workmen were busy erecting new houses and repairing and improving existing dwellings on the public lands at Harpers Ferry. Thus in February 1829 Superintendent Stubblefield advised the Ordnance Department that there were still 43 claims totaling $8,054.07 outstanding on the dwellings on public land. Congress accordingly appropriated additional money which was expended as follows: 1830—8 claims settled: $1,114.81 1/2. 1831—21 claims settled: 3,436.10. Total, 1829-1831 104 claims: $13,212.77.

1. American State Papers, Military Affairs, II, 481-482.
2. Harpers Ferry NHP Microfilm Reel 21, Volume 7, 696-698, also 421-441.
3. HENHP Microfilm Reel 17, Volume 3, p.235-236; and National Armory Accounts, 1823-1829, National Archives Record Group 156, Entry 935.
4. HENHP Reel 17, Vol. 236.
5. HENHP Reel 20, V. 5, P. 421-437; Reel 22, Vol. 12, P. 124.
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. Congress had had enough, and for four years refused to appropriate money to settle the outstanding claims. On January 7, 1832, the Ordnance Department 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. 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 $4,346 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. These claims were paid this rate in the period April 1837 - September 1838.

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 to 67 claims and $17,758.77.

References:
6. HINHP Microfilm Reel 72, Vol 12, p.1124
7. HINHP M.Reel 24, Vol. 11, p.1036
8. HINHP M.Reel 12, v. 3, 222-223; Reel 24, Vol. 9, p.837-840
The greatest number of dwellings was 185 in 1847; the government then began demolishing the worst of them and by June 30, 1848 the total stood at 161 houses.

**Merceantile Buildings on Public Lands, 1816-1838**

In addition to allowing Armory workmen to build their homes on public land, Armory Superintendent James Stubblefield permitted 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, which, into the market at Harpers Ferry 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 $11,075.00. The addition of two more such leases soon brought the total to 9 claims with an estimated value of $16,290.00.

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. Eight of the nine claims were settled in the period 1837-38 for a total of $11,690.00. The ninth claim occurred when Dr. Nicholas Marimion haggled with the Ordnance Department for nine years and finally decreed 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 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: | 25 claims | cost: 17,758.78 |
| Stores, etc., 1831-47: | 9 claims | cost: 16,690.00 |
| **Total: 1822-1847:** | 34 claims | **Cost: $34,448.78** |

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

From 1796 to 1818 only a 15-foot-wide alley separated the privately owned Wager Six Acre Reservation Lots from the workshop of the U.S. Musket Factory along the Potomac. As the town grew, these Wager Lots were covered with numerous houses, stores, outbuildings, stables, etc., many of which were built of wood and hence highly flammable. As early as 1828 the Superintendent of the Armory had attempted to buy one acre 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—hence the appropriation—was $50,261.00! 3

1. HFNHP Microfilm Reel 20, Vol. 6, p. 603.
3. HFNHP Microfilm Reel 19, Vol. 11, p. 1119. On March 3, 1847, Congress passed a Joint Resolution authorizing the purchase of additional land at the Harper’s Ferry Armory and the application of the necessary funds for the purchase of lands and buildings. The Act approved August 8, 1846, as the estimate shown to have been intended for the purchase of lands and buildings by the Armory.
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 faced 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 $28,933.96 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).

(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 constructed 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 and 1855. (See Chart No. 2).

The Warrenty Deed, Memorandum 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.
<table>
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<tr>
<th>Wager Lot No.</th>
<th>No. of Bldgs.</th>
<th>For Land</th>
<th>For Bldgs.</th>
<th>Date of Deeds</th>
<th>Purchased from:</th>
<th>Deed Book</th>
<th>Page</th>
</tr>
</thead>
<tbody>
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<td>0</td>
<td>Dec. 26, 18S5</td>
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TOTAL 20 LOTS 26 $16,037.98 $23,061.66 $39,099.61
### Summary: Land Acquisition Program of the U.S. Armory at Harper's Ferry, Va., 1796-1860

<table>
<thead>
<tr>
<th>Item</th>
<th>Purchased</th>
<th>Date</th>
<th>Price</th>
<th>Purchased from</th>
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<td>117 acres</td>
<td>6/15/36</td>
<td>$7,016.66</td>
<td>John Wager, Sr.</td>
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<tr>
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<td>310 acres</td>
<td>7/20/97</td>
<td>$10,000.00</td>
<td>Thomas Rutherford &amp; others</td>
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<tr>
<td></td>
<td>minus 4 acres for Harpers Cemetery</td>
<td>1803</td>
<td>donated</td>
<td>U.S. to Harpers Ferry</td>
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<tr>
<td></td>
<td>Subtotal: 123 acres</td>
<td>1803</td>
<td>$17,016.66</td>
<td>U.S. Armory Lands</td>
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<td>Timber rights on 1,395 5/6th acres</td>
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<td>$20,660.62</td>
<td>Fernando Fairfax &amp; others.</td>
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<td>Ferry rights on the Shenandoah River &amp; 68 acres</td>
<td>10/27/18</td>
<td>$5,000.00</td>
<td>Fernando Fairfax</td>
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<td>5</td>
<td>Water Power Rights on Shenandoah River</td>
<td>6/27/33</td>
<td>$2,600.00</td>
<td>John Strider</td>
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<td>6</td>
<td>Claims for repairs, construction, or improvements to about 25 Dwelling built on U.S. land, 1810-32</td>
<td>1822 to 1839</td>
<td>$17,758.77</td>
<td>To 171 individuals-employees of the Armory.</td>
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<tr>
<td>7</td>
<td>Claims to 12 mercantile bldgs. erected on U.S. lands</td>
<td>1836 to 1847</td>
<td>$16,900.00</td>
<td>To nine individuals.</td>
</tr>
<tr>
<td>8</td>
<td>For acquiring 1 acre in 6-acre reservation, 23 Wager Lots and 30 bldgs.</td>
<td>1857 to 1856</td>
<td>$56,098.99</td>
<td>To 16 individuals in 33 transactions.</td>
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<td>9</td>
<td>Byrnes Island, 62 additional acres, Potomac River</td>
<td>2/7/48</td>
<td>$1,500.00</td>
<td>To Patrick Byrnes &amp; wife.</td>
</tr>
<tr>
<td></td>
<td>Subtotal: 1,949 acres</td>
<td></td>
<td>$137,525.05</td>
<td>at Harpers Ferry</td>
</tr>
<tr>
<td>10</td>
<td>Friends' Ore Bank-1,500 acres</td>
<td>5/8/1850</td>
<td>$24,000.00</td>
<td>Henry Lee</td>
</tr>
<tr>
<td></td>
<td>Subtotal: Friends (Ore Bank-1,500 acres</td>
<td>1850</td>
<td>$51,600.00</td>
<td>Potomac River, NW of Harpers Ferry about 2 miles</td>
</tr>
<tr>
<td></td>
<td>GRAIN TOTAL: 3,519 acres</td>
<td></td>
<td>$188,525.05</td>
<td>Harpers Ferry Armory Lands</td>
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</tbody>
</table>
On January 11, 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.S. 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 prosperity of the place would be advantageous, as affording a means at hand of procuring mechanical labor or certain supplies which have to be bought or 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."

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 June 30, 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 [A government-owned houses in 1848], were for the most part built upwards of 25 years ago, and generally of such indifferent materials, that notwithstanding the constant repairs made to them, many are now utterly irreparable.

"This with the impossibility 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 suits at law, and all such ill,- and to sell out such portions of the public lands at this place, that cannot possibly be needed for government uses."

Symington continued on this 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. The Act incorporating Harpers Ferry was passed in March 1851. 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.

4. Ibid., March 21, 1851, p. 2, c.5
5. Ibid., May 9, 1851, p. ?, 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." 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.

Secretary of War Conrad approved the plan on August 26 and Col. Craig ordered Symington on August 28, 1851 to at once proceed with the preparation of the plat for the town of Harper's Ferry. On September 3, a board of three ordnance officers, consisting of Major John Symington, Lt. Col. 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.

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

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." 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."

6. Symington to Col. Henry K. Craig, Ordnance Department, Aug. 9, 1851, HNHP K. Reel 24, Vol. 5, p. 111-119, including a copy of Symington's report on this subject


11. For report see Reel 24, Vol. 8, p. 802-806.


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, 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 purchasers 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.

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

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 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 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, which were payable in full by August 31, 1856. Of this group of bidders, all but one workman (for Lot 1, 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 751 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, $7,818.95 for 201.66 lots and three houses. The total bid for these items was $27,031.83. 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. 6, p. 751. Each man was paid $26.00 for this task.

18. "Account of Sales at Harpers Ferry Armory, made by Benjamin Huger, Pvt. Col. of Ordnance, Comm'g 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 Appraisal, hereto annexed, of John Kohler, and Jeremiah Fuss, in August 1852, Harpers Ferry Armory, August 31, 1852." Reel 24, Vol. 7, pp. 611-617; Also Huger to Craig, Oct. 1, 1852, Reel 24, Vol. 6, p. 609.

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.
$15,951.95 was collected in cash in September 1852 and the balance due by 1856 was $12,761.99. The total number of individuals making payments on these lots and houses was 159. About 216.5 acres of U.S. land were sold off at the 1852 sale.

A second effort to dispose of the remaining unsold 514 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.

For the schedule of payments, 1852-1860—showing the amount 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 $51,100.02 and that deeds for 196 lots had been issued to 133 individuals. The reports also show that 23 of these bidders, after making payments totalling $1,758.08 on 34 lots, 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, Br't. Maj. Gen., Chief of Ordnance, on September 25, 1869, issued a final notice on the 1852, 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 [Nov. 30, 1869] the lots will be deeded to them. Otherwise they will be resold."

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, 1861-69).

72. National Archives, RG. 153, Box 45, Also Harpers Ferry MIP Reel 18, Vol. 12.
73. "Letter from the Chief Clerk of the War Department, Dec. 12, 1873, in Senate Executive Documents, 38th Congress, 1st Session, Serial No. 1580, Document No. 6," p. 211.
<table>
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<th>Year</th>
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<th>1842</th>
<th>1844</th>
<th>1845</th>
<th>1846</th>
<th>1847</th>
<th>1848</th>
<th>1849</th>
<th>1850</th>
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<th>1852</th>
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<td>29</td>
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<td>63</td>
<td>17b</td>
<td>?</td>
<td>?</td>
<td>70</td>
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<td>72</td>
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<tr>
<td>Total demolished</td>
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<td>1</td>
<td>8</td>
<td>2</td>
<td>3</td>
<td>5</td>
<td>6</td>
<td>5</td>
<td>17</td>
<td>11</td>
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<td>0</td>
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<tr>
<td>Total available</td>
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<td>174</td>
<td>166</td>
<td>164</td>
<td>168</td>
<td></td>
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</table>

Sold in 1852:
50

Left in Government hands after 1852 sale:
70

Added for Armory officers:
2
3

Total
175 | 175 | 174 | 166 | 164 | 165 | 157 | 152 | 135 | 73

A. Daughter houses demolished.
B. Stables demolished. No. in inventory
161 | 118 | 111 | 124 | 112

Demolished, 151-1852-60 houses, erected by U.S., about 80 houses, 1796-1861.
<table>
<thead>
<tr>
<th>Year</th>
<th>Lots</th>
<th>Amount</th>
<th>Total bid in 1852: $56,559.83.</th>
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</thead>
<tbody>
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<td>10</td>
<td>$18,621.58</td>
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<tr>
<td>1853</td>
<td>0</td>
<td>$10,272.23</td>
<td>Short fall - not paid of this bid was $9,142.50.</td>
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<td>10</td>
<td>$9,349.33</td>
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<tr>
<td>1855</td>
<td>8</td>
<td>$6,896.40</td>
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</tr>
<tr>
<td>1856</td>
<td>6a</td>
<td>$5,615.61</td>
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<td>1857</td>
<td>20</td>
<td>$1,000.62</td>
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<td>Subtotal</td>
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<td>159</td>
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<td>1858</td>
<td>4</td>
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<td>1859</td>
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<td></td>
<td></td>
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<tr>
<td>131</td>
<td>224</td>
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<td>131 different weeks of 224 lots.</td>
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</table>

Source: Record Group No. 153
National Archives
Records of the Office of the Judge Advocate General - Military Reserve Division, 1866-1920 - 3.
Boxes 14-15.
In this total there is included $1,758.08 that was paid on 33 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.

1. 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 public property at the Harpers Ferry Armory. By June 30, 1856, a grand total of $18,515.42 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 Craig informed Armory Superintendent Henry W. Clove that the Secretary of War had approved the expenditure of the remaining balance—$26,626.70

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. For extending Arsenal Square........................................ $2,917.00

6. For grading and opening town streets............................... $5,970.70

7. For repairing buildings and improving grounds at the U.S. Arsenal Square............................ $2,917.00

8. Enclosing grounds of new magazine and stock house............... $1,000.00

9. Cleaning town well on Fillmore Street and pump................. $200.00

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 funds 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.
- Extending Arsenal Square, 1857-58.
- Clearing grounds of new magazine and stock house, 1858.
- Cleaning town well on Fillmore Street and pump, 1859.
### Lots Sold at the Sale of U.S. Land held at Harper's Ferry, Virginia,
August 31, September 1 and 2, 1852

**Block No. 6**

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<thead>
<tr>
<th>Block</th>
<th>Area</th>
<th>Numbers of Lots sold</th>
<th>No. of lots sold</th>
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<td>Shenandoah Street</td>
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<tr>
<td>B</td>
<td>&quot;</td>
<td>Lot No. 5</td>
<td>(Lot 4 leased)</td>
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<tr>
<td>C</td>
<td>&quot;</td>
<td>1, 2, 3, 4, 5, 6, 7, 8, 9, 10</td>
<td>10</td>
</tr>
<tr>
<td>D</td>
<td>&quot;</td>
<td>1, 2, 3, 4, 5, 6, 7</td>
<td>(2 and 3 leased)</td>
</tr>
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<td>E</td>
<td>&quot;</td>
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<td>(Lot 2 leased)</td>
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<td>A</td>
<td>Camp Hill</td>
<td>2, 3, 4, 5, 6, 7</td>
<td>(1 and 8 leased)</td>
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<td>B</td>
<td>&quot;</td>
<td>1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12</td>
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<tr>
<td>C</td>
<td>&quot;</td>
<td>1, 2, 3, 4, 5, 6, 7, 8</td>
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</tr>
<tr>
<td>D</td>
<td>&quot;</td>
<td>1, 2, 3, 4, 5, 6, 7, 8, 9</td>
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<td>House High Street</td>
<td>House No. 55 with lot.</td>
<td></td>
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</tr>
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<td>F</td>
<td>Camp Hill</td>
<td>1, 2, 3, 4, 5, 6, 7</td>
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<td>G</td>
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<tr>
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<td>&quot;</td>
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<td>(9 leased)</td>
</tr>
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<td>J</td>
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</tr>
<tr>
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<td>&quot;</td>
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</tr>
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<td>&quot;</td>
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</tr>
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<td>Z</td>
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<td>6</td>
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<td>3</td>
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</tr>
<tr>
<td>Y</td>
<td>&quot;</td>
<td>1, 2, 3, 4, 5, 6, 7</td>
<td>7</td>
</tr>
</tbody>
</table>

**TOTAL:** 312 lots and 53 houses offered; Sold, 52 houses & 224 lots.

---

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

On November 16, 1861, Lt. Col. William Haynadier 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 ........................................... $45,177.00

"For improvements therefore for water power, canals, embankments, walls, and water privileges and for hydraulic machinery and buildings of all kinds ........................................... 1,787,130.00

Total [1796-1861], exclusive of the amount expended in the manufacture of arms, was ........................................... $1,832,907.00

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

- 1,669.7 acres of land ........................................... $37,157.00
- Mill dams, canals, water power, and hydraulic machinery, Forges, rolling mills, machine shops, dwellings, and other buildings ........................................... $311,221.00

| Amount of Real Estate: | $611,957.00 |
| Machinery used in workshops: | $270,735.00 |
| Tools used in workshops: | $109,560.00 |
| Machinery and tools: | $379,795.00 |
| Unwrought materials on hand: | $100,043.00 |
| Parts of arms in progress: | $193,616.00 |
| 20,507 arms of different models in storage: | $285,145.00 |

Total Appraised Value of Armory, June 30, 1860: $1,107,513.00

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 $61,000.00. [This reduced the] Appraised value from $1,170,513 in June 1860 to $1,207,668 in April 1861."
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 Confederacy and because of the high cost of arms production at Harpers Ferry, 1799-1861, in comparison with the Springfield Armory in Massachusetts, the War Department decided not to rebuild the Armory at Harpers Ferry. Congress, on December 15, 1868, 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 1,669 3/4 acres.

Easy credit was granted purchasers as the law specified that the property was to be "sold on credit of one and two years, taking bond on security 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..."

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 reports indicate that the sum in mind was $500,000.00.


3. On May 14, 1866, A. B. Dyer, Assistant Secretary of War, in his report of May 18, 1866, referred to Harpers Ferry as "...the last battle of the war..."
Finally, the 1869 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 Dwelling 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 1867 sale, was again employed by the Ordnance Department to prepare the plat for the 1869 sale. His map, entitled "Map of Harper's Ferry-Flat of Harper's Ferry Armory Property laid off into lots for sale in Pursuant to the Act of December 15, 1868, signed 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 1867, into 186 new building lots, this, with the 312 lots that had been laid out in 1867, 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 1867 sale, 31 more lots were now to be donated, and the balance, 215 lots, 24 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 21 lots on January 1, 1870 as follows: 4 acres three to the Board of Education for use as school lots, five to the Harpers Ferry town government for use as 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 occupied during the Civil War. The United States gave 15 lots to the six

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

3. The 1869 Sale

On November 30, and December 1 and 2, 1869, offered (1) 213
house lots, 13 dwellings, and one stable for sale at public auction.
Also offered were the following five items:

1. U.S. Hacket Factory Grounds, 77 acres with ruins of factory
   buildings, remains of machinery, and the water power of the Potomac.

2. U.S. Rifle Factory on Walls 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
   store dwelling houses located on the south side of the Shenandoah River.

4. The perpetual rights to cut timber on 1,395 2/3 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
3rd house lot site and 51 dwelling that had been sold for $ 56,727.38 in 1852)
was $188,525.05. Of this total, $51,000.00 had been spent to purchase
the Friends' Ore Bank and $137,525.05 to purchase the 1,395 acres at
and adjacent to Harpers Ferry.

On the basis of rampart rumors that a group of wealthy industrialists
were about to purchase the water power rights of the Potomac Shenandoah
River for 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
1. 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. 919. The complete copy is "Ordnance Letter M
Gen A H Blyth, Chief of Ordnance to Sec of War, December 1867,
1867, in Beach, A Collection of American Notes, IV, p. 1050. 
The bidding was intense and the buildings and lots in the lower part of the town, particularly those with commercial potential, were sold at high prices. All 218 offered items were taken by 121 bidders who agreed to pay a grand total of $297,795.50 for this property. The items were 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 60 acres: $1,790.00
4. Timber rights on 1,285 5/6 acres: $3,600.00
5. Friends' Ore Bank, 1,600 acres: $13,100.00
6. For 2.3 lots and 11 buildings in Harpers Ferry, bid by 116 bidders: $73,309.50

Total: 248 Items: $297,795.50 (5)

Of the purchasers, only 18 people paid cash and in full 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 $297,996,997.50 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.

With the exception of some 29 items, the Ordnance Department appeared to have successfully disposed of the U.S. Armory property at Harpers Ferry in 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 morass from which it would take 16 years to recover.

5. "Letter from the Chief Clerk of the War Department, communicating, in compliance with a Senate Resolution of December 1, 1872, information in relation to the sale of Government property at Harpers Ferry (1869), in Senate Executive Documents, 34th Congress, 1st Session, Serial No. 715, Document No. 7, pages 7 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 Harpers Ferry.

6. National Archives Record Group 121, Entry 76 - "Leads from United States Harpers Ferry, Ordnance Department," II, pp. 1 to 17, were issued January 1870.

7. Executive Document No. 6, Serial No. 1580, pp. 16-17, 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 the timber rights, valued at $3,600.00.
<table>
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<tr>
<th>Name of Purchaser</th>
<th>Date of Sale</th>
<th>Amount</th>
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<td>John Doe</td>
<td>Dec. 4, 1869</td>
<td>2,025 00</td>
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<td>Jane Smith</td>
<td>Dec. 6, 1869</td>
<td>1,850 00</td>
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<tr>
<td>Edward Brown</td>
<td>Dec. 6, 1869</td>
<td>1,200 00</td>
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Note: All transactions are for the sale of government property at Harper's Ferry.
<table>
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<tr>
<th>Rank</th>
<th>Date of Sale</th>
<th>Location and Remarks</th>
<th>Names of Purchasers</th>
<th>Amount</th>
<th>Declined by purchaser and taken by</th>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
<th>First note</th>
<th>Second note</th>
<th>Date of Sale</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dec. 6, 1869</td>
<td>900 acres on Black River, near the mouth of the Pigeon River</td>
<td>John W. Hanks</td>
<td>1,100</td>
<td>$120</td>
<td>Dec. 6, 1869</td>
<td>$120</td>
<td>Dec. 6, 1869</td>
<td>$120</td>
<td>Nov. 1, 1869</td>
<td>George McCardle</td>
<td>1,100</td>
<td>October 1869</td>
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*Note: The table continues with similar entries.*
## Sale of Government Property at Harper's Ferry

### Abstract of sale of United States property at and near Harper's Ferry, W.V.

---

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<th>Lot</th>
<th>Description of Property</th>
<th>Names of Purchasers</th>
<th>Amount</th>
<th>Date of Sale</th>
<th>Remarks</th>
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<td>William A. Whiting</td>
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<td>Dec. 6, 1869</td>
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<td>P. H. Smith, for himself and others</td>
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<td>Dec. 6, 1869</td>
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<td>Mary E. Price</td>
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<td>Dec. 6, 1869</td>
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<tr>
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<td>Dec. 6, 1869</td>
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<tr>
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<td>Dec. 6, 1869</td>
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<tr>
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<td>1000</td>
<td>Dec. 6, 1869</td>
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<td>Dec. 6, 1869</td>
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<td>Dec. 6, 1869</td>
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<tr>
<td>1000</td>
<td>Lots in the town</td>
<td>David Amsb</td>
<td>1000</td>
<td>Dec. 6, 1869</td>
<td></td>
</tr>
<tr>
<td>1000</td>
<td>Lots in the town</td>
<td>Polly Martin</td>
<td>1000</td>
<td>Dec. 6, 1869</td>
<td></td>
</tr>
<tr>
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<td>Lots in the town</td>
<td>Patrick McGough</td>
<td>1000</td>
<td>Dec. 6, 1869</td>
<td></td>
</tr>
<tr>
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<td>1000</td>
<td>Dec. 6, 1869</td>
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</tr>
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<td>Michael Turner</td>
<td>1000</td>
<td>Dec. 6, 1869</td>
<td></td>
</tr>
<tr>
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<td>1000</td>
<td>Dec. 6, 1869</td>
<td></td>
</tr>
<tr>
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<td>Lots in the town</td>
<td>Thomas O. Stewart</td>
<td>1000</td>
<td>Dec. 6, 1869</td>
<td></td>
</tr>
<tr>
<td>1000</td>
<td>Lots in the town</td>
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<td>Dec. 6, 1869</td>
<td></td>
</tr>
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<td>Lots in the town</td>
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<td>Dec. 6, 1869</td>
<td></td>
</tr>
<tr>
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<td>Lots in the town</td>
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<td>Dec. 6, 1869</td>
<td></td>
</tr>
<tr>
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<td>Dec. 6, 1869</td>
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<td>Dec. 6, 1869</td>
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</tr>
<tr>
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<td>Lots in the town</td>
<td>Thomas A. Kirwan</td>
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<td>Dec. 6, 1869</td>
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</tr>
<tr>
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<td>Lots in the town</td>
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<td>Dec. 6, 1869</td>
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</tr>
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<td>Lots in the town</td>
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<td>Dec. 6, 1869</td>
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<td>Thomas A. Kirwan</td>
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<td>Dec. 6, 1869</td>
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<td>Dec. 6, 1869</td>
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<tr>
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<td>Dec. 6, 1869</td>
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<td>Thomas A. Kirwan</td>
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<td>Dec. 6, 1869</td>
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<td>Dec. 6, 1869</td>
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<tr>
<td>1000</td>
<td>Lots in the town</td>
<td>Edward C. Andra</td>
<td>1000</td>
<td>Dec. 6, 1869</td>
<td></td>
</tr>
<tr>
<td>1000</td>
<td>Lots in the town</td>
<td>Thomas A. Kirwan</td>
<td>1000</td>
<td>Dec. 6, 1869</td>
<td></td>
</tr>
<tr>
<td>1000</td>
<td>Lots in the town</td>
<td>Patrick O. Stewart</td>
<td>1000</td>
<td>Dec. 6, 1869</td>
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</tr>
<tr>
<td>1000</td>
<td>Lots in the town</td>
<td>Edward C. Andra</td>
<td>1000</td>
<td>Dec. 6, 1869</td>
<td></td>
</tr>
<tr>
<td>1000</td>
<td>Lots in the town</td>
<td>Thomas A. Kirwan</td>
<td>1000</td>
<td>Dec. 6, 1869</td>
<td></td>
</tr>
<tr>
<td>1000</td>
<td>Lots in the town</td>
<td>Patrick O. Stewart</td>
<td>1000</td>
<td>Dec. 6, 1869</td>
<td></td>
</tr>
</tbody>
</table>
| Block | Location and remarks | Names of possessors  
|-------|---------------------|-----------------------------------------------------|
| DO    | between Fillmore and Clay st. | Edward H. Chambers  
|      |                     | Henry H. Irwin  
|      |                     | James McVey  
|      |                     | John E. Carpenter  
|      |                     | John S. Walsh  
|      |                     | John H. Bridge  
|      |                     | James B. Pendleton  
|      |                     | John W. Conlan  
|      |                     | Andrew Graham  
|      |                     | New J. Forrest, for  
|      |                     | John H. Church  
|      |                     | John A. Taylor  
|      |                     | Abraham Cassady  
|      |                     | William Prince  
|      |                     | Mary E. Kasab  
|      |                     | Mary J. Newcomb  
|      |                     | James J. Wirtzbridge  
|      |                     | Robert J. Moore  
|      |                     | Emma Moore  
|      |                     | Anthony Swallow  
|      |                     | Mary E. Miller  
|      |                     | John H. Metzner  
|      |                     | William Parker  
|      |                     | John H. Minniss  
|      |                     | James T. Dead  
|      |                     | John W. Bap  
|      |                     | Henry G. Ronard  
|      |                     | Samuel Kemper  
|      |                     | Thodomas E. King  
|      |                     | Mary E. Despain  
|      |                     | Charles D. Dorr  
|      |                     | Michael Nutt  
|      |                     | Wm. H. Little  
|      |                     | George H. Warren  
|      |                     | George W. Warren  
|      |                     | James A. Clark  
|      |                     | John B. Brown  
|      |                     | Oliver Dempsey  
|      |                     | Richard A. Kneip  
|      |                     | James Dickey  
|      |                     | Lewis M. Brown  
|      | above Washington  
|      |                     | Edward H. Chambers  
|      |                     | Henry H. Irwin  
|      |                     | James McVey  
|      |                     | John E. Carpenter  
|      |                     | John S. Walsh  
|      |                     | John H. Bridge  
|      |                     | James B. Pendleton  
|      |                     | John W. Conlan  
|      |                     | Andrew Graham  
|      |                     | New J. Forrest, for  
|      |                     | John H. Church  
|      |                     | John A. Taylor  
|      |                     | Abraham Cassady  
|      |                     | William Prince  
|      |                     | Mary E. Kasab  
|      |                     | Mary J. Newcomb  
|      |                     | James J. Wirtzbridge  
|      |                     | Robert J. Moore  
|      |                     | Emma Moore  
|      |                     | Anthony Swallow  
|      |                     | Mary E. Miller  
|      |                     | John H. Metzner  
|      |                     | William Parker  
|      |                     | John H. Minniss  
|      |                     | James T. Dead  
|      |                     | John W. Bap  
|      |                     | Henry G. Ronard  
|      |                     | Samuel Kemper  
|      |                     | Thodomas E. King  
|      |                     | Mary E. Despain  
|      |                     | Charles D. Dorr  
|      |                     | Michael Nutt  
|      |                     | Wm. H. Little  
|      |                     | George H. Warren  
|      |                     | George W. Warren  
|      |                     | James A. Clark  
|      |                     | John B. Brown  
|      |                     | Oliver Dempsey  
|      |                     | Richard A. Kneip  
|      |                     | James Dickey  
|      |                     | Lewis M. Brown  

**Date of deed:** Jan. 11, 1870  
**Remarks:** 

---

** Sale of Government Property at Harper's Ferry.**


<table>
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<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
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<td>$600.00</td>
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<td></td>
</tr>
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<td>Dec. 6, 1869</td>
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<td>Dec. 6, 1869</td>
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<td>$1,000.00</td>
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</tr>
<tr>
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<td>Dec. 6, 1869</td>
<td>$1,400.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Dec. 6, 1869</td>
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<td>Dec. 6, 1869</td>
<td>$1,600.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Dec. 6, 1869</td>
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<td>Dec. 6, 1869</td>
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<tr>
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<td>Dec. 6, 1869</td>
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<td>Dec. 6, 1869</td>
<td>$4,000.00</td>
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<td></td>
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---

**Sale of Government Property at Harper's Ferry.**

<table>
<thead>
<tr>
<th>Lot</th>
<th>Location and remarks</th>
<th>Names of purchasers</th>
<th>Amount</th>
<th>Declared by whom and when paid</th>
<th>Date of sale</th>
<th>Remarks</th>
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<tbody>
<tr>
<td>1</td>
<td>Dumpy Hill</td>
<td>Henry H. Know</td>
<td>400</td>
<td>1860</td>
<td>1860</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>David Jones</td>
<td>200</td>
<td>1860</td>
<td>1860</td>
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</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td>200</td>
<td>1860</td>
<td>1860</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td>200</td>
<td>1860</td>
<td>1860</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td>200</td>
<td>1860</td>
<td>1860</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
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<td>200</td>
<td>1860</td>
<td>1860</td>
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<td>7</td>
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<td>200</td>
<td>1860</td>
<td>1860</td>
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<tr>
<td>8</td>
<td></td>
<td></td>
<td>200</td>
<td>1860</td>
<td>1860</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td>200</td>
<td>1860</td>
<td>1860</td>
<td></td>
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<tr>
<td>10</td>
<td></td>
<td></td>
<td>200</td>
<td>1860</td>
<td>1860</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total sales</td>
<td></td>
<td></td>
<td></td>
<td>80,000</td>
<td></td>
</tr>
</tbody>
</table>

Total sale: 80,000
SUITARY

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
The land that was to include the future sites of the U.S. Armory at Harpers Ferry, U.S. Lot No. 1, North of Shenandoah Street, and also the Lower Town of Harpers Ferry, was acquired by Robert Harper, a millwright from Pennsylvania, on April 25, 1751, in a deed for 125 acres, from Lord Thomas Fairfax.

Robert Harper died at Harpers Ferry in October, 1782, and bequeathed this 125 acre estate to his niece, Sarah Harper, the daughter of his brother Joseph Harper and the wife of John Wager, Senior, of Philadelphia.

On June 15, 1796, with the exception of six acres retained in the "Six Acre Reservation" and an additional three-quarters of an acre situated in the "Ferry Lot", John Wager, Sr. sold the balance of the estate, about 118 1/4 acres to the United States Government for $7,016.66 to be used for the purpose of establishing a National Armory at Harpers Ferry to manufacture arms.


2. Last Will of Robert Harper of Berkeley County, Va., dated 26 September, 1782. Office of the Judge Advocate General, Military Reservation Division, Reservation Files, West Virginia, Box 44, Harpers Ferry (ms) National Archives Record Group 153. Deed probated in Berkeley County, Va., Oct. 15, 1782.

of Congressional and court action to extract themselves. During most of this period the economic and industrial life 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 1, Block B, Shenandoah Street, upstream or west] to the Island of Virginia was either entirely destroyed or badly injured."

Some 40 lives, including 20 at Shenandoah City, were lost in this disaster.

Many of the people who purchased U.S. lots along Shenandoah Street in 1869 were heavy losers. The fine brick stable, similar 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. 1, 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 McGraw, who had purchased Armory Dwelling No. 2, on Lot 3, Block B, Shenandoah Street, reported that the flood waters cracked the brick walls and raised the floors.

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


9. The sad tale of these individual losses are to be found in National Archives Record Group No. 121, Public Buildings Service, Entry 76, Records concerning the Harpers Ferry Abatement Cases, 1868-1880, 2 trays.

In a letter to the Secretary of War dated November 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 $2,700, compelling immediate repairs of about $1,000 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
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,
unofficially 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 my request of November 1, 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 ill 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." 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 $5,686.00 under the terms of the 1869 sale, and received the deeds to their 33 lots and three houses. (See Chart, Schedule of Payments for 1869 sale, 1869-1885). Some 98 purchasers with bonds on 178 lots owed the United States Government some $72,107.50 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 impending man-created problems, perhaps, came in the same letter of November 1, 1870 from 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 alleged 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 P.] Adams," that it was "the intention and purposes of the purchasers 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 heretofore owned by the United States and used and occupied by the Government as a national armory." Believing "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 circumstances then 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. 11

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

11. Senate Executive Doc. 6, Serial No. 1580, p. 12.
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 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 Columbia, investigated this group of "private capitalists" and reported to the U.S. Attorney in a letter dated June 11, 1873, "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. 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 Street;"

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 ago 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 McCartney as an assessment of $10,247, 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. Plaut. The latter gentleman has an assessment of none $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 cut against him. Wilson is assessed at $11,577; 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
### SCHEDULE OF COLLECTIONS FOR THE DECEMBER 1869 SALE OF PUBLIC LOTS AND HOUSES AT THE U.S. ARMY OR THE U.S. ARMY AT HARPER'S FERRY, W. VA.

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

<table>
<thead>
<tr>
<th>YEAR</th>
<th>BUYERS</th>
<th>LOTS</th>
<th>HOUSES</th>
<th>AMOUNT PAID</th>
<th>REMARKS</th>
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<td>1872</td>
<td>5</td>
<td>6</td>
<td>2</td>
<td>$3,297.00</td>
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<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>25</strong></td>
<td><strong>33</strong></td>
<td><strong>3</strong></td>
<td><strong>$5,686.00</strong></td>
<td>(1)</td>
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<tr>
<td>1877</td>
<td>1</td>
<td>1</td>
<td>0</td>
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<td>Includes $22.12 in interest.</td>
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<td>0</td>
<td>$9.81</td>
<td>Includes $3.81 in interest.</td>
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<td><strong>TOTAL:</strong></td>
<td><strong>27</strong></td>
<td><strong>35</strong></td>
<td><strong>3</strong></td>
<td><strong>$5,777.93</strong></td>
<td>[ &amp; $25.3 in interest]</td>
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#### B. By U.S. District Court for W.Va.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>CASES</th>
<th>LOTS</th>
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<th>AMOUNT PAID</th>
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<td><strong>37</strong></td>
<td><strong>6</strong></td>
<td><strong>9,668.35</strong></td>
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<table>
<thead>
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<th>HOUSES</th>
<th>AMOUNT PAID</th>
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<td>25</td>
<td>3,108.30</td>
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<td><strong>37</strong></td>
<td><strong>6</strong></td>
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<td><strong>1885 CASES:</strong></td>
<td><strong>6</strong></td>
<td><strong>7</strong></td>
<td><strong>1</strong></td>
</tr>
<tr>
<td><strong>TOTAL ABATEMENTS</strong></td>
<td><strong>35</strong></td>
<td><strong>44</strong></td>
<td><strong>7</strong></td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>65</strong></td>
<td><strong>82</strong></td>
<td><strong>10</strong></td>
</tr>
</tbody>
</table>

(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, 39th Congress, 3rd Session, 1872-73, Vol. 1, Serial No. 1576, Report No. 21, p. 1.
"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. Harpers Ferry 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 pay up or find
some other location for its main line west.

Because Adams and associates held control of the chief industrial
assets of Harpers Ferry and owed $209,705 of the total of
some $277,107.50 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.16 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. Subsequent 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. Coff, the
U.S. District Attorney for West Virginia, and the counsel for the sureties of
Francis C. Adams. The letter 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 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.

15Letter of the Attorney General, May 6, 1874, in Senate Executive Documents,
43 Congress, 1st Session, Serial No. 1561, Doc. No. 18, p. 7.
not to make sale until after the decision of the issue between the Government
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 jurisdiction
over the whole of the Potomac River to the medium high water mark on the origi-
inal 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 1841 purchase of part of Patrick Byrne'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
the main line track at Harpers Ferry, in the form of culverts, fill, etc.,
was beginning to interfere with the flow of water in the old Armory Canal.

In January, 1874, the 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
Byrne's deed. 15

15. Legal history is summarized in Senate Report No. 566, pp. 244, dated January
26, 1874, Senate Reports of Committees, Vol. 1, 3rd Congress, 2nd Session,
1873-75, 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. 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 deed between Joel R. Poinsett, Secretary of War, and Louis McLane, President of the B & O. R.R. Co., and not by virtue of the September 1841 deed from Patrick Byrne. The Court also found that the U.S. Government intended this grant of right of way to be a permanent 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 assets at Harpers Ferry. Finally, six years after the 1869, 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, M. Q. off sold Lots No. 2 and 5, Blagoev 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.

The United States purchased 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.

15. 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. 151-154.


17. National Archives Record Group 171, Public Buildings Service, Harpers Ferry Material, Printed pamphlet, 9 pages, "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 Harpers Ferry Case-The Government Vs. The Baltimore and Ohio by F. C. Adams, no date, but published after the Nov. 17, 1875 decision of the U.S. Court for West Virginia. These documents are included in James N. Noffsinger's "West Virginia, Contributions Towards A Physical History," pp. 182-183.
On June 15, 1878, the United States sold Byrnes Island, which contained about 77 acres, to the Baltimore and Ohio Railroad Company for $500.00.

Thus by June 1880, about 11 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 145 schedule of payments).

Still uncollected and unsettled were the bonds in the amount of approximately $62,102.50, owed by about 97 citizens of Harpers Ferry for 181 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. These also failed to pass. In 1874, 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

19. Senate Executive Document No. 6, p. 13, Serial No. 1580.
20. Ibid., 16.
22. Ibid., and House Report No. 615, Serial No. 1626, May 27, 1874.
The Act of 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 buyers had quit-claimed 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 Harpers Ferry property for any term of years, if he deemed it expedient.

(4) The Solicitor was 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 abatement is made, shall pay the balance of the purchase money due after deducting the amount abated within sixty days; otherwise, the debt to remain as if no abatement 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 Solicitor, that "the whole number of applications for abatement were 43 - and two were sent direct to Washington." 25 The lists prepared 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. 1, which follows:

25. National Archives Record Group No. 121, Public Buildings Service, Entry 78, Harpers Ferry Abatement Cases, 7 trays, Tray No. 1.

<table>
<thead>
<tr>
<th>Purchaser</th>
<th>Block</th>
<th>Lot</th>
<th>Location</th>
<th>Improvements Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel Ames</td>
<td>AA</td>
<td>1</td>
<td>Camp Hill</td>
<td>Built cistern, wall, pump house, repaired the house.</td>
</tr>
<tr>
<td>Julia A. Beale</td>
<td>EX</td>
<td>8</td>
<td>&quot;</td>
<td>Fenced her lot.</td>
</tr>
<tr>
<td>John Billman</td>
<td>ED</td>
<td>1</td>
<td>&quot;</td>
<td>&quot;Built a comfortable house on lot. &quot;</td>
</tr>
<tr>
<td>Thomas J. Burley</td>
<td>A</td>
<td>1</td>
<td>Shenandoah St.</td>
<td>Spent $664.00 built a cellar and stable on lot. Put tin roofing, new doors, etc in old building.</td>
</tr>
<tr>
<td>Mary D. Cochrane Wager</td>
<td>Lot 20</td>
<td>6 Acre Res.</td>
<td>Has improved and repaired old house, new porches, roofing.</td>
<td></td>
</tr>
<tr>
<td>Samuel Coleman</td>
<td>N</td>
<td>2</td>
<td>Camp Hill</td>
<td>Built a small dwelling at cost of $155 on lot.</td>
</tr>
<tr>
<td>Mary Convey</td>
<td>A</td>
<td>7</td>
<td>Shenandoah Street</td>
<td>Built a good brick dwelling house and store on her lot for $5,114.00 plus $50.00 for fencing.</td>
</tr>
<tr>
<td>Henry F. Dean</td>
<td>N</td>
<td>2</td>
<td>Camp Hill</td>
<td>Had built a dwelling house on lot.</td>
</tr>
<tr>
<td>J. H. Desalner</td>
<td>A</td>
<td>3</td>
<td>Shenandoah Street</td>
<td>$1,000 spent for shedding, fencing, stable, and yard for coal and stock.</td>
</tr>
<tr>
<td>Mary L. Banne</td>
<td>GG</td>
<td>8</td>
<td>Camp Hill</td>
<td>&quot;Mary is the widow of a U.S. soldier has fenced her lot and planted fruit trees. &quot;</td>
</tr>
<tr>
<td>Dorsey H. Erwin</td>
<td>I</td>
<td>6</td>
<td>Camp Hill</td>
<td>Built a stable and slaughter house on lot.</td>
</tr>
<tr>
<td>John Fitzpatrick</td>
<td>BB</td>
<td>4</td>
<td>&quot;</td>
<td>&quot;</td>
</tr>
<tr>
<td>Francis Gannon</td>
<td>I</td>
<td>5</td>
<td>&quot;</td>
<td>&quot;</td>
</tr>
<tr>
<td>Patrick Higgins</td>
<td>AA</td>
<td>3</td>
<td>&quot;</td>
<td>&quot;</td>
</tr>
<tr>
<td>Ann Jackson</td>
<td>V</td>
<td>8</td>
<td>&quot;</td>
<td>Colored lady. Built a house on her lot at cost of $200.</td>
</tr>
<tr>
<td>Thomas Jefferson</td>
<td>10</td>
<td>11</td>
<td>&quot;</td>
<td>&quot;Built a house on lot. &quot;</td>
</tr>
<tr>
<td>Chart No. 8</td>
<td>August 1878</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td>-------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Purchasers, Men</strong></td>
<td><strong>Block</strong></td>
<td><strong>Lot</strong></td>
<td><strong>Location</strong></td>
<td><strong>Improvements Made</strong></td>
</tr>
<tr>
<td>Nathan Jackson</td>
<td>x</td>
<td>12</td>
<td>Camp Hill</td>
<td>&quot;a colored lady—built a house on the lot small</td>
</tr>
<tr>
<td>John H. Hartin</td>
<td>jj</td>
<td>2</td>
<td>Camp Hill</td>
<td>had fenced his lot and planted fruit trees.</td>
</tr>
<tr>
<td>Polly MoArthur</td>
<td>aa</td>
<td>2</td>
<td>&quot; &quot;</td>
<td>had put this old brick house in good order.</td>
</tr>
<tr>
<td>Joseph A. McFadden</td>
<td>t</td>
<td>3</td>
<td>&quot; &quot;</td>
<td>had fenced his lot.</td>
</tr>
</tbody>
</table>

| 22. Joseph A. McFadden | Wager Lot | 26 | 6 Acre Reservation | He built back porch on old house; stonework under house, new timbers to support house, new stable. |

| James C. McGraw & others | (Park Eldg. 31-35) | 3 Shenandoah Street | Lot No. 26 improving house & Lot |

| Edward Murphy | Wager Lot | 22 | 6 Acre Res. | Old stone house, new roof, fir, timbers, glass, doors, blinds, outbuildings and fences. |

| Harriet H. Near | g | 1 | Shenandoah St. | had built a livery stable on lot for $250. This destroyed by flood in 1870. Lot vacant in 1878. |

| Joseph A. Holmes | Lot No. 1 North of Shenandoah Street | Park Eldg. No. 15—repairs to roof and porch, built a new outbuilding. |

| Patrick O'Beirnes | Wager Lot 21 | Six Acre Res. No. 2 | Camp Hill | Fenced lots and planted fruit trees. |

| Edith O'Donnell | Wager Lot 21 | 6 Acre Res. | [paid $2,750 cash, 1869—tried unsuccessfully to secure this price in 1878] | Improved old stone house, new porches, floors, doors, windows, cistern, fencing. |

| Mary A. Percival | Lot No. 7 north of Shenandoah Street | has fenced part of lot. |

| John T. Reed | jj | 4 | Camp Hill | has fenced his lots and planted fruit trees. |

| Harrison Robinson | n | 9 | " " | built a dwelling house at a cost of $85 on lot. |

<p>| Henry C. Dowson | n | 1 | &quot; &quot; | has built &quot;a nice house&quot; on his lot. |</p>
<table>
<thead>
<tr>
<th>Purchasers, 1869</th>
<th>Block</th>
<th>Lot</th>
<th>Location</th>
<th>Improvements Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>34. John L. Walsh</td>
<td>A</td>
<td>6</td>
<td>Shenandoah Street</td>
<td>Had spent $382.82, half the cost of constructing a brick wall of the house on Lot 6, Block A, so that he used it as a side wall when he erected his own brick building on Lot 6. Was using Lot 6 as a garden.</td>
</tr>
<tr>
<td>35. George L. Weaver</td>
<td>JJ</td>
<td>7</td>
<td>Camp Hill</td>
<td>Had built a house on his lot.</td>
</tr>
<tr>
<td>36. James Boden</td>
<td>MM</td>
<td>8</td>
<td></td>
<td>Had fenced his lot. (25)</td>
</tr>
</tbody>
</table>

The applications for abatement were reviewed by Kenneth Raynor, the Solicitor of the Treasury. Several applicants, including James McGraw and Edith O'Connell, 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 sales did not come under the Act of June 11, 1878. Several more applicants had their petitions rejected because they filed after the August 11, 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. 15, 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 $3,500.00. 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 Concerning 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 bargained 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 seven lots, to $905.00. Included in this group was Mary D. Cochran, who had apparently refused the offered abated price for Wager Lot no. 20 and its house in 1878-80. Deeds for the seven additional lots were issued in the period January 26, 1885 to June 26, 1885. 26

Fifteen of the 1869 purchasers, after successfully abating the prices, assigned their titles on 28 lots to 14 other buyers. The U.S. deeds for the abated 28 lots were made out to 14 other individuals in 1879-80, and 1885.

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

<table>
<thead>
<tr>
<th>Date</th>
<th>1869 bid.</th>
<th>No. of buyers</th>
<th>No. of Lots</th>
<th>Abated price:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1879-80</td>
<td>$39,755.00</td>
<td>25 (37)</td>
<td></td>
<td>$2,660.35</td>
</tr>
<tr>
<td>1885</td>
<td>$2,735.00</td>
<td>6</td>
<td>7</td>
<td>905.00</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$42,490.00</td>
<td>35 (44)</td>
<td></td>
<td>$3,500.00</td>
</tr>
</tbody>
</table>

Of the total collected, $42,490 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 Harpers Ferry.

2. The Bond Cancellation Program, 1878:

Section 1 of the Act of June 11, 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 11, 1878.

26. National Archives R.C. 121, Entry No. 6. These 1885 agreements have been loosely inserted in Vol. II, following page 60.
Between July 1 and October 11, 1878, Solicitor Kenneth Rayner received the bonds and quit claim deeds from purchasers for 121 house lots that they had purchased in 1869. The total amount of their cancelled bonds came to $19,435.00. 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 sign 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:

<table>
<thead>
<tr>
<th>Date</th>
<th>Buyers</th>
<th>Lots</th>
<th>Total of Cancelled Bonds</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/6/69</td>
<td>12</td>
<td>28</td>
<td>$7,939.00</td>
</tr>
<tr>
<td>12/6/69</td>
<td>1</td>
<td>1</td>
<td>3,600.00  Timber rights</td>
</tr>
<tr>
<td>Subtotal:</td>
<td>13</td>
<td>29</td>
<td>11,539.00</td>
</tr>
<tr>
<td>1878</td>
<td>53</td>
<td>121</td>
<td>19,361.00</td>
</tr>
<tr>
<td>By cancel.</td>
<td>66</td>
<td>150</td>
<td>$30,861.00</td>
</tr>
<tr>
<td>1876-77</td>
<td>1</td>
<td>1</td>
<td>209,705.00 U.S. Court F.C. Adams</td>
</tr>
<tr>
<td>Total Cleared</td>
<td>67</td>
<td>151</td>
<td>$240,679.00</td>
</tr>
<tr>
<td>Cleared by</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Statement:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1878-90:</td>
<td>35</td>
<td>44</td>
<td>12,190.00 abated to $10,573.35</td>
</tr>
<tr>
<td>Grand Total</td>
<td>102</td>
<td>196</td>
<td>$285,160.00</td>
</tr>
<tr>
<td>Not cleared</td>
<td></td>
<td>50</td>
<td>$12,623.50 about</td>
</tr>
<tr>
<td>Total Bid in 1869</td>
<td>121</td>
<td>218</td>
<td>$297,793.50</td>
</tr>
</tbody>
</table>


One tray, which contains 49 "Cancelled Bonds of the 1869 Sale of Public Lots," for 111 lots that were cancelled July 1-October 11, 1878. Four bonds for 10 lots are not included in this tray. The Solicitor of the Treasury's final report on the 1880 and 1881 sales, to the Attorney General, dated October 29, 1883, 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 6, pp. 290-293, Serial No. 2387. In a letter dated January 30, 1883, the Solicitor of the Treasury reported he had cancelled bonds on 15th house lots. Of these 121 have been identified as being offered by 53 purchasers. The total number having bonds cancelled thus must have been from 51 to 56 purchasers. The other 3 lots have not been identified, but Wagner Lot No. 27 vs. S probably one. House of Rep. Executive Documents, Serial No. 2387, cc, No. 66, p. 7.
<table>
<thead>
<tr>
<th>Block</th>
<th>Area</th>
<th>Numbers of lots sold</th>
<th>No. sold</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Shenandoah Street</td>
<td>1, 2, 3, 5, 6, 7. (2 and 5 in 1876)</td>
<td>7</td>
</tr>
<tr>
<td>B</td>
<td>&quot; &quot;</td>
<td>1, 2 (donated lot 1)</td>
<td>2</td>
</tr>
<tr>
<td>D</td>
<td>&quot; &quot;</td>
<td>(donated Lots 2nd 3)</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>&quot; &quot;</td>
<td>(donated Lot 7)</td>
<td>0</td>
</tr>
<tr>
<td>H</td>
<td>&quot; &quot;</td>
<td>7. (donated Lots 3 and 7)</td>
<td>1</td>
</tr>
<tr>
<td>Wager Lot, 6-Acre Reservation</td>
<td>19, 20, 21, 22, 26, 29, 314</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Camp Hill</td>
<td>(donated Lots 1 and 8)</td>
<td>0</td>
</tr>
<tr>
<td>D</td>
<td>&quot; &quot;</td>
<td>(donated Lot 9)</td>
<td>0</td>
</tr>
<tr>
<td>J</td>
<td>&quot; &quot;</td>
<td>5. (donated Lots 13, 14, and church lot)</td>
<td>1</td>
</tr>
<tr>
<td>M</td>
<td>&quot; &quot;</td>
<td>2, 9, 10.</td>
<td>3</td>
</tr>
<tr>
<td>S</td>
<td>&quot; &quot;</td>
<td>11.</td>
<td>1</td>
</tr>
<tr>
<td>F</td>
<td>&quot; &quot;</td>
<td>4, 19</td>
<td>2</td>
</tr>
<tr>
<td>S</td>
<td>&quot; &quot;</td>
<td>5, 16, 19.</td>
<td>3</td>
</tr>
<tr>
<td>T</td>
<td>&quot; &quot;</td>
<td>1, 2, 3.</td>
<td>3</td>
</tr>
<tr>
<td>V</td>
<td>&quot; &quot;</td>
<td>6.</td>
<td>1</td>
</tr>
<tr>
<td>W</td>
<td>&quot; &quot;</td>
<td>10, 11.</td>
<td>2</td>
</tr>
<tr>
<td>7</td>
<td>&quot; &quot;</td>
<td>3, 4.</td>
<td>2</td>
</tr>
<tr>
<td>No. 2</td>
<td>&quot; &quot;</td>
<td>1, 4, 5, 7.</td>
<td>4</td>
</tr>
<tr>
<td>H</td>
<td>&quot; &quot;</td>
<td>1, 2, 3, 6.</td>
<td>2</td>
</tr>
<tr>
<td>BB</td>
<td>&quot; &quot;</td>
<td>1, 2, 3, 6.</td>
<td>1</td>
</tr>
<tr>
<td>DD</td>
<td>&quot; &quot;</td>
<td>1.</td>
<td>1</td>
</tr>
<tr>
<td>33</td>
<td>&quot; &quot;</td>
<td>1, 4, 5, 7, 8</td>
<td>5</td>
</tr>
<tr>
<td>IW</td>
<td>&quot; &quot;</td>
<td>1, 2, 3, 4.</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>&quot; &quot;</td>
<td>1, 3. (donated 2 and Storer College Lot)</td>
<td>2</td>
</tr>
<tr>
<td>JU</td>
<td>&quot; &quot;</td>
<td>2, 3. (donated two lots to Storer College)</td>
<td>2</td>
</tr>
<tr>
<td>KK</td>
<td>&quot; &quot;</td>
<td>7, 8, 13, 14.</td>
<td>5</td>
</tr>
<tr>
<td>LL</td>
<td>&quot; &quot;</td>
<td>1, 1.</td>
<td>2</td>
</tr>
<tr>
<td>MI</td>
<td>&quot; &quot;</td>
<td>1, 2, 4, 5, 6, 10, 11, 12, 14.</td>
<td>9</td>
</tr>
</tbody>
</table>

Total: Offered 343 house lots & 114 buildings. Sold 9 houses and donated 31 lots in 1869-70. 80

Friends:
- Ore Bank: 1,600 acres sold in 1869
- Byrne's Island in Potomac River: 72 acres sold in 1878

Of 788 items sold for $797, 793, 50, 82 items actually sold for $17, 911. 82


69 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 1; Block K, Lots 2, 3; Block II, Lots 13, 14, and Block IV, Lot 1.
6. THE FINAL RESULTS OF THE 1869 SALE:

In 1869, 218 items had apparently been sold at Harpers Ferry for the sum of $797,793.50. 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:

<table>
<thead>
<tr>
<th>Years</th>
<th>Method of Sale</th>
<th>Buyers</th>
<th>Lots</th>
<th>Houses</th>
<th>Amount Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>1869-77</td>
<td>Under terms of sale</td>
<td>27</td>
<td>35</td>
<td>3</td>
<td>$5,777.93</td>
</tr>
<tr>
<td>1876</td>
<td>U.S. District Court</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>1,090.00</td>
</tr>
<tr>
<td>1878</td>
<td>U.S.</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>500.00 Harpers Island</td>
</tr>
<tr>
<td>1878-85</td>
<td>Abatement</td>
<td>35</td>
<td>44</td>
<td>7</td>
<td>20,577.35</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td></td>
<td>65</td>
<td>82</td>
<td>10</td>
<td>$17,915.28</td>
</tr>
</tbody>
</table>


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. On July 13, 1878, George Neer, who was the security for John W. Neer's bonds for the Shenandoah Ferry Rights, wrote to Kenneth Raymer, 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 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.


29. Senate Executive Doc. No. 6, p. 2-6, Serial Number 1580; Sheppardstown Register, W. Va., June 8, 1878, copy of newspaper article in National Archives Record Group 153, Office of the Judge Advocate General, Military Reservation Division, 1869-1912, Box 43.
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 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. The deadline for filing for abatement under the terms of the Act of June 14, 1878, was August 11, 1878—hence Mrs. Neer's letter, which was dated the 15th, was found to be ineligible for abatement.

James M. Mason, wrote to the Solicitor in September 1878, stating that Mrs. Neer had 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." 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 the 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 1813 to 1861, when the Confederates burn 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 argument 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
decree.

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 interfere 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. Shepardstown Register, W.Va., June 8, 1878, in National Archives R.G. 153,
Box 46. It was not argued in 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 temporary license 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.

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, was rejected by the U.S. in 1878, Shenandoah Street, assigned her rights to James M. Mason, ferry operator, 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.

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.

CHAPTER IV

THE MAY 24, 1880 SALE OF PUBLIC LANDS AT HARPER'S FERRY

1. Planning for another Sale, 1878-79:

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, M. 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 11, 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 176 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 24, 1880 at 1:00 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 pay all in cash if they chose, but the settlements had 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

(For the 176 offered for sale in 1880, see Chart No. 11, p. 62."

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.)


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

<table>
<thead>
<tr>
<th>Block</th>
<th>Area</th>
<th>Lots</th>
<th>No. of Lots</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Shenandoah Street- 1, with brick house, No. 2 vacant.</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Shenandoah &quot; Lots No. 2, 3, and 4, vacant</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Shenandoah &quot; Lots No. 1, 2, 3, 4, 5, 6 vacant</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Shenandoah Street Lots No. 1, 2, 3, 4, 5, vacant</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>North of Shenandoah St. No. 1, stone house, 2, stone house, 3, 4, 5, 7, 8.</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wager Lot 27- Six Acre Reservation- Lot with stone house</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Camp Hill Lot No. 7</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Camp Hill Lot No. 1, 13</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>Camp Hill Lots No. 6, 10, 11, 12, 13</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>L</td>
<td>Camp Hill Lots No. 5, 6</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>Camp Hill Lots No. 3, 8</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Camp Hill Lot No. 9½</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Camp Hill Lot No. 6, 11, 16</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Q</td>
<td>Camp Hill Lot Nos. 1, 2, 3, 4, 5, 6, 7, 8</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>R</td>
<td>Camp Hill Lot Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Camp Hill Lots No. 2, 3, 4, 5, 6</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>T</td>
<td>Camp Hill Lot No. 1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>U</td>
<td>Camp Hill Lots No. 1 and 2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>Camp Hill Lots No. 1, 2, 3, 4</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>NO. 2</td>
<td>Camp Hill Lots No. 2 and 3</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>AA</td>
<td>Camp Hill Lots No. 1, 5, 6</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>BB</td>
<td>Camp Hill Lots No. 2, 3</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>CC</td>
<td>Camp Hill Lots No. 2 and 3</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>DD</td>
<td>Camp Hill Lots No. 2, 3, 4, 6</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>EE</td>
<td>Camp Hill Lots No. 2, 3, 4</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>FF</td>
<td>Camp Hill Lots No. 1, 2, 3, 4, 5, 6, 7</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>GG</td>
<td>Camp Hill Lots No. 2, 3, 4, 5, 6</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>HH</td>
<td>Camp Hill Lots No. 6, 7, 8</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>JJ</td>
<td>Camp Hill Lots No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>KK</td>
<td>Camp Hill Lots No. 1, 2, 3, 4</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>LL</td>
<td>Camp Hill Lots No. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>MM</td>
<td>Camp Hill Lots No. 3, 7, 9</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

1 houses and

Water Power of the Potomac and 72 acres, Hackett 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 1 houses: 126
The May 25, 1880 Sale:

Solicitor Leonard 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 and general law, respectively, I offered for sale by public auction at Harper's Ferry, the lots previously quit-claimed to the United States, 128 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 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 the printed catalogue distributed among the crowd present, and 81 were sold, realizing the sum of $1,641,00, 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 consideration. 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 70 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. 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 5/6 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 $1,538.00. 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 $170.00.

5. These five lots were: Camp Hill: Block P, Lots 6 and 11; 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 22, 1885, in House of Representatives Executive Documents, Vol. 70, 49th Congress, 1st session, 1885-66, Serial No. 2382, Doc. 70, pp. 790-791.


1. National Archives Record Group No. 121, Public Buildings Service, Entry 52-

"Warrenty Deeds to Lands Conveyed by the Ordnance Department, 1890-1907, Vol. III, 559-590."
With this added to the May 25, 1880 sale, the final results by January 23, 1882, stood as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Buyers</th>
<th>Lots</th>
<th>Houses</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1880</td>
<td>27</td>
<td>74</td>
<td>1</td>
<td>$3,278.00</td>
</tr>
<tr>
<td>1881</td>
<td>4</td>
<td>5</td>
<td>0</td>
<td>120.00</td>
</tr>
<tr>
<td>Total:</td>
<td>31</td>
<td>79</td>
<td>1</td>
<td>$3,398.00</td>
</tr>
</tbody>
</table>

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

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

Chart No. 12 also shows 26 lots that were offered for lease, but not sold, 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.

### Chart No. 12

**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**

<table>
<thead>
<tr>
<th>Block</th>
<th>Area</th>
<th>No. of Lots sold</th>
<th>No. sold</th>
</tr>
</thead>
<tbody>
<tr>
<td>F</td>
<td>Shenandoah Street</td>
<td>1,7</td>
<td>2</td>
</tr>
<tr>
<td>G</td>
<td>&quot;</td>
<td>2,3, 4</td>
<td>3</td>
</tr>
<tr>
<td>H</td>
<td>&quot;</td>
<td>1,2,3,4,5, 6</td>
<td>6</td>
</tr>
<tr>
<td>I</td>
<td>&quot;</td>
<td>1,2,3,4</td>
<td>4</td>
</tr>
<tr>
<td>B</td>
<td>&quot;</td>
<td>(No. 2 for lease only)</td>
<td>0</td>
</tr>
<tr>
<td>Lot North of Shenandoah Street</td>
<td>1,2,3,4, 7,8</td>
<td>(No. 6 for lease only)</td>
<td>6</td>
</tr>
<tr>
<td>N</td>
<td>Lots 5,6 acres</td>
<td>27</td>
<td>1</td>
</tr>
<tr>
<td>I</td>
<td>Camp Hill</td>
<td>1,13</td>
<td>2</td>
</tr>
<tr>
<td>L</td>
<td>&quot;</td>
<td>5, 6</td>
<td>?</td>
</tr>
<tr>
<td>M</td>
<td>&quot;</td>
<td>3, 8</td>
<td>2</td>
</tr>
<tr>
<td>O</td>
<td>&quot;</td>
<td>9, 11</td>
<td>1</td>
</tr>
<tr>
<td>P</td>
<td>&quot;</td>
<td>6, 11, 15</td>
<td>3</td>
</tr>
<tr>
<td>Q</td>
<td>&quot;</td>
<td>1, 12</td>
<td>1</td>
</tr>
<tr>
<td>R</td>
<td>&quot;</td>
<td>1, 13</td>
<td>1</td>
</tr>
<tr>
<td>S</td>
<td>&quot;</td>
<td>6, 11</td>
<td>1</td>
</tr>
<tr>
<td>T</td>
<td>&quot;</td>
<td>1, 12</td>
<td>1</td>
</tr>
<tr>
<td>U</td>
<td>&quot;</td>
<td>1, 12</td>
<td>1</td>
</tr>
<tr>
<td>AA</td>
<td>&quot;</td>
<td>1, 5, 6</td>
<td>3</td>
</tr>
<tr>
<td>BB</td>
<td>&quot;</td>
<td>(Lots 5, 6, 7, 8, 9, 10 for lease only)</td>
<td>0</td>
</tr>
<tr>
<td>CC</td>
<td>&quot;</td>
<td>1, 3</td>
<td>2</td>
</tr>
<tr>
<td>DD</td>
<td>&quot;</td>
<td>2, 3, 6</td>
<td>3</td>
</tr>
<tr>
<td>EE</td>
<td>&quot;</td>
<td>1, 2</td>
<td>2</td>
</tr>
<tr>
<td>FF</td>
<td>&quot;</td>
<td>2, 3, 4, 5, 6, 7</td>
<td>6</td>
</tr>
<tr>
<td>GG</td>
<td>&quot;</td>
<td>3, 6</td>
<td>2</td>
</tr>
<tr>
<td>HH</td>
<td>&quot;</td>
<td>6, 7, 8</td>
<td>3</td>
</tr>
<tr>
<td>JJ</td>
<td>&quot;</td>
<td>1, 3, 5, 6, 7, 8, 10, 11, 12</td>
<td>9</td>
</tr>
<tr>
<td>KK</td>
<td>&quot;</td>
<td>1, 3, 4</td>
<td>3</td>
</tr>
<tr>
<td>LL</td>
<td>&quot;</td>
<td>2, 3, 5, 6, 12</td>
<td>5</td>
</tr>
<tr>
<td>MM</td>
<td>&quot;</td>
<td>3, 7, 9</td>
<td>5</td>
</tr>
</tbody>
</table>

Total: 103 house lots and 1 house offered, 1880: Sold 1 house and

Timber rights on 1,795 5.8th acres Rights on 512 acres---------------- 1

in one lot, this divided into two lots Rights on 863 acres---------------- 1

Total, 1880-81: 81 houses for $1,500, with 1 houses. $560 for timber

rights and $1,098.00 for 79 house lots and 1 house. 30 buyers.

Plus 26 lots under U.S. control for lease only:

---

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

In 1880, after having abated and cancelled bonds for a total of 787 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 referred the bonds and notes of these people to N. Goff, the U.S. District Attorney for West Virginia, at Wheeling, for action in the U.S. District Court for West Virginia, to force the people to pay or return the title for the property to the United States.

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Purchaser</th>
<th>Lot</th>
<th>Block</th>
<th>Location</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 12, 1880</td>
<td>Jacob Bird</td>
<td>13</td>
<td>M</td>
<td>Camp Hill</td>
<td>Not cleared in 1884</td>
</tr>
<tr>
<td>May 12, 1880</td>
<td>James H. Bird</td>
<td>4</td>
<td>P</td>
<td>&quot;</td>
<td>Abated for $10,000 in 1885</td>
</tr>
<tr>
<td>May 12, 1880</td>
<td>James H. Boden</td>
<td>8</td>
<td>M</td>
<td>&quot;</td>
<td>Not cleared in 1884</td>
</tr>
<tr>
<td>May 12, 1880</td>
<td>Ellen M. Brittain</td>
<td>2</td>
<td>U</td>
<td>&quot;</td>
<td>Not cleared in 1884</td>
</tr>
<tr>
<td>May 12, 1880</td>
<td>Mary D. Cochran</td>
<td>20</td>
<td>6 Acre</td>
<td>&quot;</td>
<td>Abated for $755.00 in 1885</td>
</tr>
<tr>
<td>May 12, 1880</td>
<td>Casper Hutzell</td>
<td>13</td>
<td>KK</td>
<td>Camp Hill</td>
<td>Abated for $20,000 in 1885</td>
</tr>
<tr>
<td>May 12, 1880</td>
<td>Samuel Irbey</td>
<td>8</td>
<td>O</td>
<td>&quot;</td>
<td>Not settled in 1884</td>
</tr>
<tr>
<td>March 23, 1881</td>
<td>Nathan Johnson</td>
<td>12</td>
<td>X</td>
<td>&quot;</td>
<td>Not settled in 1884</td>
</tr>
<tr>
<td>May 12, 1880</td>
<td>Ellen King</td>
<td>2</td>
<td>No.2</td>
<td>&quot;</td>
<td>Not settled in 1884</td>
</tr>
<tr>
<td>May 12, 1880</td>
<td>P.H. Strode &amp; heirs of Edward Lucas, Jr</td>
<td>11</td>
<td>C</td>
<td>Shenandoah Street</td>
<td>Sold for $31 in 1885</td>
</tr>
<tr>
<td>March 23, 1881</td>
<td>John H. Martin</td>
<td>3</td>
<td>JJ</td>
<td>Camp Hill</td>
<td>Abated to 80.00 in 1885</td>
</tr>
<tr>
<td>May 12, 1880</td>
<td>John G. Mitchell</td>
<td>11</td>
<td>KK</td>
<td>&quot;</td>
<td>Abated to 20.00 in 1885</td>
</tr>
<tr>
<td>May 12, 1880</td>
<td>John C. Storm</td>
<td>8</td>
<td>P</td>
<td>&quot;</td>
<td>Not cleared in 1884</td>
</tr>
<tr>
<td>Date of Action</td>
<td>Purchaser-Bid</td>
<td>Lot</td>
<td>Block</td>
<td>Location</td>
<td>Remarks</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------------------</td>
<td>-----</td>
<td>-------</td>
<td>----------</td>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>11</td>
<td>J. Robinson Strayer</td>
<td>61.00</td>
<td>J</td>
<td>Camp Hill</td>
<td>Not offered for sale in 1885.</td>
</tr>
<tr>
<td>15 March 23, 1881</td>
<td>James Weaver</td>
<td>250.00</td>
<td>KK</td>
<td>&quot;</td>
<td>Not cleared in 1884.</td>
</tr>
<tr>
<td>16 May 12, 1880</td>
<td>Joseph T. Young</td>
<td>100.00</td>
<td>MM</td>
<td>&quot;</td>
<td>abates &amp; pays 20.00 in 1885.</td>
</tr>
</tbody>
</table>

| 16 Purchasers  | Value: $1,001.00        | 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.
CHAPTER V

THE OCTOBER 22, 1884, SALE OF PUBLIC LOTS AT HARPER'S 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 convinced that because of vast changes that had occurred in industrial technology since 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. 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 be 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 1, 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 response 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 Representatives Executive Documents, 47th Congress, 1st Session, Vol. 19, Serial No. 7077, Doc. No. 56, 5 pages.

Under the terms of the sale of October 22, 1884, all purchases under 
$100,000 had to be made in cash, over that sum, one-third in cash, 
one third in one year, and one-third in two years. 

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 were sold for a grand total of $32,325.76 
to 28 purchasers. (See Chart No. 15 for the items sold).

The money was paid as follows:

<table>
<thead>
<tr>
<th>Buyers</th>
<th>Lots</th>
<th>Houses</th>
<th>Amount paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>73</td>
<td>2</td>
<td>$6,115.00</td>
</tr>
<tr>
<td>1</td>
<td>1 Water Power Potomac 25,000</td>
<td>Thomas H. Savery</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>1 Water Power Shenandoah 810,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>28</td>
<td>75</td>
<td>$32,325.76</td>
</tr>
</tbody>
</table>

Deeds were issued as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>To Purchasers</th>
<th>For Lots</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1884</td>
<td>16</td>
<td>L2</td>
<td>Cash</td>
</tr>
<tr>
<td>1885</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>1886</td>
<td>8</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>1887</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>29</td>
<td>75</td>
<td></td>
</tr>
</tbody>
</table>

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 17, 1887.

3. National Archives Record Group 121, Entry 75, Trey 2- advertisement for the 
1884 sale.
Ferry Lots," one volume. Also R.G. 121, Entry 58-Warranty Deeds to Land 
Conveyed by the Ordnance Department, 1830-1937, vol. III, pp. 595-606; and 
final report of the Solicitor of the Treasury for the October 22, 1884 sale, 
dated October 29, 1885, in House of Franklin Executive Reports, 
Vol. 20, 49th Congress, 1st Session, 1885-86, Serial No. 1367; Dec. 7, Part 2, 
pages 792-793.
<table>
<thead>
<tr>
<th>Block</th>
<th>Area</th>
<th>No. of the lots offered</th>
<th>No. offered</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>Shenandoah Street</td>
<td>Lot No. 2, brick house</td>
<td>1</td>
</tr>
<tr>
<td>I</td>
<td></td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>Lots North of &quot; &quot;</td>
<td>5 and 6</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Wagner Lots 6-acre Res.</td>
<td>18, with brick house (Lot 20 not offered)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Camp Hill</td>
<td>7</td>
<td>1</td>
</tr>
<tr>
<td>I</td>
<td></td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>J</td>
<td></td>
<td>6, 10, 11, 12, 13 (Lot 7 not offered)</td>
<td>5</td>
</tr>
<tr>
<td>P</td>
<td></td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Q</td>
<td></td>
<td>1, 2, 3, 4, 5, 15, 17, 18, 20</td>
<td>9</td>
</tr>
<tr>
<td>R</td>
<td></td>
<td>1, 2, 3, 5, 6, 7, 8</td>
<td>7</td>
</tr>
<tr>
<td>S</td>
<td></td>
<td>2, 3, 4, 5</td>
<td>1</td>
</tr>
<tr>
<td>U</td>
<td></td>
<td>1, 3</td>
<td>2</td>
</tr>
<tr>
<td>V</td>
<td></td>
<td>1, 2, 3, 4, 5, 6 (Lot 6 not offered)</td>
<td>5</td>
</tr>
<tr>
<td>No. 2</td>
<td></td>
<td>2, 3, 6</td>
<td>3</td>
</tr>
<tr>
<td>AA</td>
<td></td>
<td>7, 9, 10</td>
<td>3</td>
</tr>
<tr>
<td>BB</td>
<td></td>
<td>2, 3, 5, 8, 9, 10</td>
<td>6</td>
</tr>
<tr>
<td>CC</td>
<td></td>
<td>2, 1</td>
<td>2</td>
</tr>
<tr>
<td>DD</td>
<td></td>
<td>1, 5</td>
<td>2</td>
</tr>
<tr>
<td>EE</td>
<td></td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>FF</td>
<td></td>
<td>1, 8</td>
<td>2</td>
</tr>
<tr>
<td>HH</td>
<td></td>
<td>4, 5</td>
<td>1</td>
</tr>
<tr>
<td>JJ</td>
<td></td>
<td>9, 12, 13 (2 and 3 not offered)</td>
<td>3</td>
</tr>
<tr>
<td>KK</td>
<td></td>
<td>2, 5, 9, 10, 11, 12 (6, 13, 14 not offered)</td>
<td>6</td>
</tr>
<tr>
<td>LL</td>
<td></td>
<td>7, 8, 9, 10, 11</td>
<td>5</td>
</tr>
<tr>
<td>MM</td>
<td></td>
<td>(Lots 1, 5, 13 not offered)</td>
<td>0</td>
</tr>
</tbody>
</table>

74 lots and 2 houses offered for sale:

- Water power of the Potomac River and 72 acres, Musket Factory grounds
- Water power of Shenandoah River, 13 acres, Rifle Factory grounds

TOTAL: 76 items

Adventures, National Archives Record Group No. 121, Entry 75—Warranty Deeds and Correspondence, 1796-1864, for Public Lands at Harper's Ferry, Va., Tray No. 2.
<table>
<thead>
<tr>
<th>Block</th>
<th>Area</th>
<th>No. of the lots sold</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Shenandoah Street</td>
<td>2</td>
</tr>
<tr>
<td>C</td>
<td>&quot;</td>
<td>(Lot 11- not sold)</td>
</tr>
<tr>
<td>G</td>
<td>&quot;</td>
<td>(Lot 1- not sold)</td>
</tr>
<tr>
<td>Ferry Lot</td>
<td>&quot;</td>
<td>(ferry rights, 68 acres of land and two houses, south side of Shenandoah, not sold).</td>
</tr>
<tr>
<td>I</td>
<td>&quot;</td>
<td>5</td>
</tr>
<tr>
<td>Lots North of &quot;</td>
<td>&quot;</td>
<td>5, 6</td>
</tr>
<tr>
<td>Nager 6 Acre Reservation</td>
<td>18 (Lot No. 23, not sold 1897, 10 sold in 1885)</td>
<td></td>
</tr>
<tr>
<td>R</td>
<td>Camp Hill</td>
<td>7</td>
</tr>
<tr>
<td>I</td>
<td>&quot;</td>
<td>10</td>
</tr>
<tr>
<td>J</td>
<td>&quot;</td>
<td>6, 10, 11, 12, 13   (Lot 7 not sold)</td>
</tr>
<tr>
<td>O</td>
<td>&quot;</td>
<td>(Lot 8 not sold)</td>
</tr>
<tr>
<td>P</td>
<td>&quot;</td>
<td>10                  (Lot 8 not sold) (4 sold in 1885)</td>
</tr>
<tr>
<td>K</td>
<td>&quot;</td>
<td>(Lot 11, no record of being sold)</td>
</tr>
<tr>
<td>Q</td>
<td>&quot;</td>
<td>1, 2, 3, 4, 5, 15, 17, 18, 20</td>
</tr>
<tr>
<td>F</td>
<td>&quot;</td>
<td>1, 2, 3, 4, 5, 6, 7, 8</td>
</tr>
<tr>
<td>S</td>
<td>&quot;</td>
<td>2, 3, 4, 5</td>
</tr>
<tr>
<td>U</td>
<td>&quot;</td>
<td>1, 3                (Lot 2 not sold)</td>
</tr>
<tr>
<td>V</td>
<td>&quot;</td>
<td>1, 2, 3, 4, 5      (Lot 6 not sold)</td>
</tr>
<tr>
<td>Y</td>
<td>&quot;</td>
<td>(Lot 12 not sold)</td>
</tr>
<tr>
<td>No. 2</td>
<td>&quot;</td>
<td>3, 6                (Lot 2 not sold)</td>
</tr>
<tr>
<td>AA</td>
<td>&quot;</td>
<td>7, 9, 10</td>
</tr>
<tr>
<td>BB</td>
<td>&quot;</td>
<td>2, 3, 5, 6, 8, 9, 10</td>
</tr>
<tr>
<td>CC</td>
<td>&quot;</td>
<td>2, 4</td>
</tr>
<tr>
<td>DD</td>
<td>&quot;</td>
<td>1, 5</td>
</tr>
<tr>
<td>EE</td>
<td>&quot;</td>
<td>1, 6</td>
</tr>
<tr>
<td>FF</td>
<td>&quot;</td>
<td>(Lot 7 not sold)</td>
</tr>
<tr>
<td>GG</td>
<td>&quot;</td>
<td>5                   (Block JI, 2, 3 sold in 1885)</td>
</tr>
<tr>
<td>JJ</td>
<td>&quot;</td>
<td>9, 12, 13           (Block JK, 13, 11 sold 1885)</td>
</tr>
<tr>
<td>KK</td>
<td>&quot;</td>
<td>2, 3, 4, 5, 9, 10, 11, 12 (Lot 6 sold in 1902)</td>
</tr>
<tr>
<td>LL</td>
<td>&quot;</td>
<td>7, 8, 9, 10, 11, 12</td>
</tr>
<tr>
<td>MM</td>
<td>&quot;</td>
<td>(4 sold, 1885, Lots 8 and 13 not sold)</td>
</tr>
</tbody>
</table>

73 house lots and 2 houses offered: Sold 2 houses and 71.
Water power of the Potomac with 72 acres of land: Sold 1.
Water Power of the Shenandoah River with 13 acres of land: Sold 1.

F. LAND SOLD: 75 lots sold; 52, 53, 55, 76, 8, 6, 15, 16 for 73 lots
16 house lots still not sold in 1885. Sold to 78 purchasers.

Also R.G. 171, Entry No. 78- "Records of Federal Land Sold at Sale & Auction on October 72, 1881, 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 25 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 1; 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 96).

U.S. Attorney H. Dan Cole had also taken the case of P. H. 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, 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 and this lot was purchased at the abated figure by James D. Butt. This 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, Harper's 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.
CHAPTER VI

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

On June 13, 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 development, 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.

The Confederate destruction of the U.S. Armory at Harper's Ferry and removal of most of the machinery, by June 26, 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 Harper's 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 depredations of man. For twenty-five years, the economic and development of the town of Harper's Ferry stood almost completely paralyzed before the water wheels began to turn again.

For sixteen of those 25 years, the suspended industrial development 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, requiring 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 severely damaged in the floods of 1870 and 1871.

A Between 1786 and December 30, 1860, the United States spent $4,084,596.47 at Harper's Ferry Armory. This included $158,525.05 in 1786 and $163,387.71 in 1860 for construction and repairs. A
and allowed the "purchaser" to take control of the property. The second factor was a small group of unscrupulous speculators headed by Francis O. Adens, who took full advantage of the easy credit terms, and at little or no cost to themselves, obtained complete control of the chief industrial assets 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 242 items for $797,793.50 turned out to be a complete illusion. The United States Government, as the purchasers, and the town of Harpers Ferry were plunged into a legal morass five years of action in the U.S. Courts (1877-1878) and two acts of Congress (1878 and 1882) to extract themselves from. By the time the United States was able to reclaim the water power of the Potomac and Shenandoah to a degree who intended to actually develop it, technological changes in industrial energy 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 prior to 1861. Because of flood damages, the mills on the Island of Virginia closed down forever in 1889. But the Shenandoah Wood Pulp Mill, located on the lower Mall, 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 similar wood pulp mill on the Potomac River, which continued to function until about 1912.

The land disposal programs of the U.S. Armory at Harpers Ferry, from 1852 to 1885, can be summarized as follows:
### Sale of Public Lands of the U.S. Armory at Harper's Ferry, Virginia
1852 to 1885

<table>
<thead>
<tr>
<th>Year</th>
<th>Purchasers</th>
<th>Lots</th>
<th>Houses</th>
<th>Amount</th>
<th>Payments Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1852</td>
<td>136</td>
<td>221</td>
<td>1</td>
<td>$56,227.13</td>
<td>(1852-1868)</td>
</tr>
<tr>
<td>1869</td>
<td>56</td>
<td>72</td>
<td>9</td>
<td>14,546.38</td>
<td>(1869-1880)</td>
</tr>
<tr>
<td>1869</td>
<td>10</td>
<td>31</td>
<td>1</td>
<td>Donated</td>
<td>1869-70.</td>
</tr>
<tr>
<td>1876</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>1,090.00</td>
<td>(1876-77)</td>
</tr>
<tr>
<td>1880</td>
<td>27</td>
<td>74</td>
<td>4</td>
<td>3,978.00</td>
<td>1880</td>
</tr>
<tr>
<td>1881</td>
<td>4</td>
<td>5</td>
<td>0</td>
<td>120.00</td>
<td>1881</td>
</tr>
<tr>
<td>1884</td>
<td>27</td>
<td>73</td>
<td>2</td>
<td>343,744</td>
<td>1884-86.</td>
</tr>
<tr>
<td>1885</td>
<td>1</td>
<td>3</td>
<td>1</td>
<td>996.00</td>
<td>1885</td>
</tr>
</tbody>
</table>

**Subtotal:** 249 493 72 54,815.74

**In Town**

<table>
<thead>
<tr>
<th>Year</th>
<th>Purchasers</th>
<th>Lots</th>
<th>Houses</th>
<th>Amount</th>
<th>Payments Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1878</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>500.00</td>
<td>byrnes is_72 ac</td>
</tr>
<tr>
<td>1880</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>560.00</td>
<td>timber right on</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1395 acres</td>
</tr>
<tr>
<td>1880</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>605.00</td>
<td>ferry rights,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>68 acres +</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ferry lot.</td>
</tr>
<tr>
<td>1884</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>810.00</td>
<td>water power,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>13 ac,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>on Shenandoah</td>
</tr>
<tr>
<td>1884</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>25,100.00</td>
<td>water power,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>72 ac,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>on Potomac</td>
</tr>
</tbody>
</table>

**Subtotal:** 276 495 72 43,227.24

<table>
<thead>
<tr>
<th>Year</th>
<th>Purchasers</th>
<th>Lots</th>
<th>Houses</th>
<th>Amount</th>
<th>Payments Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1869-79</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>3,500.00</td>
<td>friends ore bank, 1,500 acres</td>
</tr>
</tbody>
</table>

**Grand Total:** 625 990 72 112,043.94

<table>
<thead>
<tr>
<th>Year</th>
<th>Purchasers</th>
<th>Lots</th>
<th>Houses</th>
<th>Amount</th>
<th>Payments Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1886</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>118.00</td>
<td>in Harper's ferry</td>
</tr>
</tbody>
</table>

**Not sold in 1887**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>509</td>
<td></td>
<td>3,529 acres</td>
</tr>
</tbody>
</table>
### 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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Costs of Acquisition</th>
<th>Proceeds from Sales of</th>
</tr>
</thead>
<tbody>
<tr>
<td>92 acres in 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 residential land subdivided into 503 house lots. Total, 1,214 acres</td>
<td>$110,164.12</td>
<td>$106,061.47</td>
</tr>
<tr>
<td>Perpetual Rights to cut timber on 1,395 5/8th acres of land on south side of Shenandoah River, opposite to Harper's Ferry</td>
<td>20,860.62</td>
<td>560.00</td>
</tr>
<tr>
<td>Byrnes Island in Potomac River, 72 acres, opposite to Harper's Ferry</td>
<td>1,500.00</td>
<td>500.00</td>
</tr>
<tr>
<td>Ferry Rights on the Shenandoah River, 68 acres and 2 houses on south bank, ferry lot in Harper's Ferry</td>
<td>5,000</td>
<td>605.00</td>
</tr>
<tr>
<td>Subtotal—Armory at Harper's Ferry 1,214 acres</td>
<td>$137,525.05</td>
<td>$208,406.47</td>
</tr>
<tr>
<td>Friends' Ore Bank on the Potomac, 1,600 acres</td>
<td>51,000.00</td>
<td>3,500.00</td>
</tr>
<tr>
<td>GRAND TOTAL: 3,549 acres</td>
<td>$188,525.05</td>
<td>$211,906.47</td>
</tr>
</tbody>
</table>

Not sold, not in 1887:
- 1 house and 13 house lots in Harper's Ferry
- Sold in 1886-1 lot for $118.00, Lot 1, Block G., Shenandoah Street.
Epilogue—Unsold lots, 1887

As of January 1, 1852, there were still United States lots at Harper's 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 lot. 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 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, 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 11, 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 arrangement by March 12, 1897 and Wager Lot No. 23 was probably sold to Miss Hendricks for $450.68. (1)

(1) A recital of the facts in this case 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, failed to pay the purchase price or have his bond cancelled in 1878. The lot was not offered for sale in 1884. George L. Weaver agreed to pay $16,000 for the lot in 1902 and on December 11, 1902, the Secretary of War issued the deed to Weaver for the vacant lot.

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 lots: on Camp Hill: Lot 8, Block Q; Lot 2, Block U; Lot 6 Block V; Lot 2, Block No. 2; Lot 8, Block P; Lot 2, Block GG; Lots 8 and 13; (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.

BIBLIOGRAPHY: Primary Sources:

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

1. Entry 58: "Warreny Deeds to Land Conveyed by the Ordnance Department, 1830-1827 (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, 1881 sales.

2. Entry 76: "Deeds From the United States Ordnance Department," (2 vols.). Vol. I, page 1-482 and 49 to 491 has all of the deeds issued as a 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 1890 are on Pages 221-251. Deeds for the seven lots abated in 1885 are inserted after page 59 in Vol. I.


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 Negro 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. 14 and 15, and correspondence from Armory officials.


2. Box 15: 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.

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


4. Report to accompany bill S. 67 by the Committee on Military Affairs... for the relief of the purchasers 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.


6. "Letter from the Chief Clerk of the War Department, communicating, in compliance with the Senate Resolution of December 4, 1873, information in relation to the [1869] sale of Government property at Harper's Ferry," December 12, 1873, in Senate Executive Documents, 3d Congress, 1st Session, 1872-73, 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 215 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, 1870-1873, regarding the sale. Pages 2 to 11 consist of a detailed listing of every bidder and every price bid for each of the 215 lots and a record of each bidders payments on his bonds, 1870-1873,
at the 1869 sale. A Copy of Executive Document No. 6 was included in
Jane P. Noffsinger's "Harpers Ferry, West Virginia, Contributions Towards
a Physical History," (Typescript, National Park Service, Eastern Office

7. 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 6, 1874." In Senate Executive Documents,
43d Congress, 1st Session, 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 source.

8. Letter to the United States attorney[ N. Goff, Jr.] for the district of West Virginia,
in relation to the sale of Government Property at Harper's Ferry: "May 11,
1874., Senate Executive Documents, 43d Congress, 1st Session, 1873-74,

9." Report from the Committee on the Judiciary to Accompany 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: "May 27, 1874, House of
Representatives Reports 43d Congress 1st Session, 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 adjust the claim of the Government upon the
purchasers of property at Harper's Ferry: January 26, 1875, Senate Reports
of Committee, 43d Congress, 2nd Session, 1874-75, Vol. 1, Serial No.
1632. Report No. 556, four pages. Also reprinted complete, pages 5 to 50, Senate
Executive Document No. 6, Serial No. 1580.

11. "Report to accompany bill S. 77h 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, and resell the same, and sell or
lease all other real estate and riparian rights now owned by the United
States, at Harpers Ferry, W. Va., May 29, 1878. Senate Reports, 45th
1877-78.

1896, pp. 78-80, and 92. Reports progress on abating land cases at
Harpers Ferry under the Act of June 11, 1878.

14. "Report to accompany H.R. 1625 from the Committee on Education... to direct and authorize 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," 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.


E. United States Statutes at Large (1790-1884).

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. Shepherdstown 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 11.
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 armories be laid before the legislature of the United States, together with an account of the arms made and repaired therein.

Approved, April 2, 1794.
Bibliography: Secondary Sources, covering period: 1796-1865

"Survey"


Shenandoah Street Studies:


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 Monument (NPS Typescript, Harpers Ferry N.M., April 2,1859,) 16 pages.

Churches:


Also see Historic Structure Reports for Bldgs. No.31-35, 36, 45, and 48, for Buildings used by the U.S. Armory, 1796-2, 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 1861.
April 2, 1794 Act

Public Statutes at Large of the United States of America
Vol. 1, 1st - 5th Congress 1789-1799, 1845, p.392

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

Third Congress Sess. 1. 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 arsenals, 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 armory, 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 armories 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 armories,
Act of March 3, 1819

FIFTEENTH CONGRESS.  Sess. II. Ch. 90, 91, 92.  1819.

Chap. X.C.—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 is authorized to convey the lot or parcel of land, belonging to the United States, lying in Jefferson county, in the state of Virginia, containing two hundred and twenty acres, and the appurtenances belonging thereto, upon such terms as he may deem 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.

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 17, 1837:

"...although a very large sum was paid by the War Department [in 1800] for this right to dig ore viz. $21,000 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 156.]

Thomas C. Miller of Gettysburg, Pa., entered into an agreement with Col. Bomford to dig ore on the Friends' Ore Bank, writing 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 forced Miller's men off this tract, leading to a contest in court.
Joint Resolution of Congress, 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 sixteenth, eighteen hundred and forty-six, as the estimates show to have been intended for the purchase of lands and buildings for said armories.

Approved, March 2, 1847.

Appropriations Act of August 3, 1846—Extra ct for the Ordnance Department.

For the purchase of ordnance, ordnance stores, and supplies, one hundred thousand dollars.
For current expenses of the ordnance service, one hundred thousand dollars.
For manufacture of arms at the national armories, three hundred thousand dollars.
For repairs and improvements, and new machinery, at Springfield armory, one hundred and twenty-five thousand dollars.
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 be applied to 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.
For repairs and improvements, and new machinery, at Harper's Ferry armory, one hundred and twenty-eight thousand three hundred and sixty-one dollars.

Contingencies.
Ordnance, and ordnance stores
Current expenses.
Manufacture of arms.
Repairs, &c., at Springfield.
$3,000, out of appropriation of act of 1843, ch. 60, declared to be for purchase of lots adjoining armory ground, &c.
Repairs, &c., at Harper's Ferry.
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.

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:

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.

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.

APPROVED, December 15, 1868.
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 recall 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.

SEC. 1. That the Solicitor of the Treasury 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 thirty-first 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.

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 be 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.

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.

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 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.

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

Approved, June 14, 1878.
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.

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.

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.

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.

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

Approved, July 4, 1884.
APPENDIX PART II

U.S. DEEDS TO THE PUBLIC LANDS OF THE U.S.

ALBION AT HARPERS FERRY, 1796-1833


No. 1

Last Will of Robert Harper, Berkeley County, Virginia, September 26, 1762.

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. 11, 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 reverting 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 buried [sic.] in a decent manner at the discretion of my Executors after mentioned and recommit [sic.] my Soul to the hands of that God who gave it in hope of a glorious Resurrection [sic.] there the atonement and resurrection of our Lord and Saviour Jesus Christ: and for what worldly Estate it hath pleased God to bestow upon me I give leave and bequest a & follows after my just Debts Death Bed and Funeral Expenses are paid off viz. Imprints I give Leave and Bequest 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 director [sic.] or to Show where each end of the Division [sic.] line Shall terminate, the end of the line leading to Potomac 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 Sampson 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 Division [sic.] line Shall Strike Potomac River Including therein my Saw Mill and Cistern with all the utensils belonging to both Mills, likewise I do leave unto my said Nephew all my moveable Estate whatsoever Except my negro woman Dolly.

I give leave and bequest 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 Potomac's River and all the remainder of my Ferry Survey not before devises 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 Potomac River adjoining..."
the Ferry aforesaid But it is my will that neither my said niece [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 then devised as above to either of their sons when 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 my appear to then or the survivor of then 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 aforementioned who are hereby empowered to retain the same till all just Claims and Demands against my Estate are paid off and discharged——

Eighthly It is my will in consideration of what is above

[Third Page]

devised and made over to my said niece [sic] Sarah that she her or assigns shall be obliged to ferry over at the Ferry aforesaid passage free every person or persons who shall bring with then items 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 nephew [sic] Joseph Wren 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 Amon Rigg——

Fifthly, I hereby give and leave and bequeath unto my nephew Robert Harper Josiah Harper, Jonas Wren, Reuben Wren and Israel Wren the whole amount of what my Negro wench Beck Shall bring to be equally divided [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 Negro 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 appoint nominate Constitute and appoint and by these presents have ordained nominated Constituted and appointed my full 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 Obliations 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.
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. 

R. W. Knight
T. [illegible] Hamilton
John Duncan
William Duncan
P. Darke

Robert Harper

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 [illegible] do ratify confirm a'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 [illegible] 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 a'd four acres of Land. & [illegible] He--ing [illegible] a head and foot stone for my wife so grave and likewise for my own and my will and meaning is that this co ordiell 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 declared [sic] and set [sic] down in my last will & testament as Witness my hand this first Day of October one thousand Seven hundred and Eighty Two Signed in presence of us

R. W. Knight
P. [illegible] Darke
James Claypoole

Robert Harper his mark
At a court held for Berkeley County the 15th day of October 1782 this last will and testament together with the codicil [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 proved [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 Eriscoe Junr. their securities in the penalty of five Hundred pounds conditioned for their true and faithful administration of the said Estate Certificate is granted then for obtaining a probate thereof in due form

Teste Will Drew

A Copy Testa
D.Minter CEC
Deed No. 2


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 Harriet John Wager Junior and Margret 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 Margret 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 Executing and Delivery of these presents do grant and convey and sell alien Release and Confirm to the said George Washington president of the United States & his successors forever the following parcel or Tract of Land that is to say an Island in the River Potomac 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 niece Sarah Harper and is bounded by the River Potomack on the outside by the River Shenandoah on another side and by the line dividing 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 Beger 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 Shenandoah, 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 dam to the point where the waters of the Potomack and Shenandoah 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 dam to the point of junction with the Shenandoah 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 Reminder and Reminders Rents issues and profits thereof, and all the Right Title Interest and Clause in Law or Equity of then the said John Beger Senior and his said wife John Beger Junior, Margrett Beger and Mary Beger, and each of them of in and to Concerning the premises herein granted Subject to the Covenues Exceptions and provision herein Contained and Expressed, to have & to hold the said parcels of land and appurtenances 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 in behalf of the said United States with the said John Beger Senior and his

3) said wife John Beger Junior Margrett Beger and Mary Beger 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 privilidge of keeping the publick ferry or ferries from the said landing at the junctions of the said Rivers across each to the opposite
No. 2

above 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 accommodated with adequate means of Transporting against each River to and from the said ferry Landing whatsoever shall be requested for public use or purpose it shall not be lawfull for the said United States at their own expense to Transport any person or thing from the said ferry Landing across 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 sure and immediate transportation of any person or persons thing or things to the end that unreasonable delay or Interruption may not be suffered in their affairs, it shall be lawfull for the United States aforesaid at their own Expense to Transport at to and from the said Ferry Landing any person or persons thing or things or publick account which for the general good shall be expedient and the said John Wagner 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 the said John Wagner Senior in pursuance of the intent of the Last will of Robert Harper hath Ellected and Appointed his son the said John Wagner 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 the said John Wagner Senior shall not make any other appointment or any Request whatsoever thereof, And it is mutually agreed between the said John Wagner Senior and his said wife John Wagner Junior and Margrett Wagner and Mary Wagner 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 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 notwithstanding being subject to such future agreement as the said Tobias Lear his Executors or Administrators shall make with the United States and the said John Wagner Senior and his said wife John Wagner Junior Margrett Wagner and Mary Wagner 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 Margaret 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 hereunto set their hands and seals the Day and year first above written signed sealed and delivered in the presence of

Arthur Sheaf & George Scott &
Robert Shittett as to John Wager
John Wager Jun & Margaret Wager
and by the said Mary Wager in the presence of Fred Beales Philpott

John Wager
Margaret Wager
Mary Wager

Memorandum of the Comrues 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 potenack and Running thence S° 50-W 26 N poles to a stake on the edge of a hill near the Shannan dock Bottom and on the side of a stone Rock between a lilber ry and hop wood Tree both marked with three Chops on one side thence N° 48 W 40 poles to a Chestnut tree on the side of a hill marked as a Corner then N° 50 E 22 poles to a stake at the side of a Broad Rock, then S° 53 E 40 poles to the aforesaid Beginning Containing and now laid Down for six acres of Land

Surveyed at the Request of Mr. Tobias Lear 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 thereof
we have hereunto set our hands and seals the day and year last
mentioned.

Attest:
Arthur Chain & Co * Scott Jan
Robert Whittet as to John Wager
John Wager Jun & Margret Wager
and to the signing of the said
Mary Wager by us Fred Beallons-
Phil. T. Dunn, witnesses at the
signing of Geo Washington——
Thomas Peter, Geo Craik

Whereas Certain Causes have prevented the Recording of this
aforesaid Deed Conveyed Certain Land from John Wager and John Wager Jr
and 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 notwithstanding 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
in presence of ——— ——— ———
Robt Whittet, Thos Wilson
William Herdeth

City of Philadelphia Sec

Before me Matthew Clarkson
Esq 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 her act,
and Deed and Desired it might be Recorded as such she being
nineteen years and seven
In Testimony whereof I the said Mayor have hereunto set my hand and caused the Seal of the Mayorality of 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 Fager John Fager Junior two of the parties thereto which together with the duly Authenticated Certificate, as to the Execution of Mary Fager the other party, and the other endorsements there on appearing, is ordered to be recorded.

By The Court
Testa

Mo Hunter CEC

A Copy
Testa

DA Hunter CEC
Deed No. 3

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. 171, Public Buildings Service, Entry No. 75.

"This Indenture made this twelfth Day of February in the year of our Lord one Thousand Seven Hundred & ninety Seven Between Thomas Rutherford William Darke van Rutherford & Mary Rutherford 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 Potomac and Shenandoah and bounded as follows; Beginning at Three Acres corner to Thomas Wilson, on the North Bank of Shenandoah 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 Potomac where the corner of the entire tract stood thence down Potomac 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 Potomac and Closing the entire Tract with the line of a piece.

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parcellar 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, east 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
Meadow ways waters watercourses Mills, mill dams & other
appurtenances whatsoever to the said Tract of Land hereby Conveyed
belonging or in any wise appertaining, 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 Successors or 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

[End of Page]
in presence of——
Thomas White, Paul Cockett
Neromus Probock William
Delaney John Grantham Junr
Thomas Smallwood Lemuel James

witness to the signature of George Washington
Tobias Loar, B Dandridge, George W. Craik George Washington

3 March 1797
This Deed is Deemed sufficient in Law
Chas Lee attorney Gear us
At a Court held for Berkeley County the 25th day of September 1797 This Indenture was acknowledged by Thomas Rutherford and Van Rutherford two of the parties thereto and ordered to lie and at Court held for said County the 24th day of September 1797 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 Bedinge CBC
A Copy Testa D Hunter CBC
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 Buildings Service, Entry 75.

'They all con by these presents that we Henry Lee
of Westmoreland county in Virginia and Anm 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 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 Berkeley in the
said Commonwealth adjoining the River potomack near to the
keep Trieste 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 & chareves on the river for
the purpose of moving the said ore and moreover all the annual
rent reserved to be paid for ore unto the said Henry Lee his
heirs and assigns by the said John Potts William Wilson & George
North their heirs or assigns issuing out of the said tract of
land and every part thereof; and also one half acre of land adjoining
the said river to be selected for the United States aforesaid by
their agent duly authorized by the Secretary of War under the
direction of the President of the United States together with all
the rights privileges and advantages necessary for the digging
raising and removing the said ore, to have and to hold the
bargain 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
Herein 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 thereof ye the said Henry & Ann have severally hereunto set our hands & seals this eighth day of May in the year one thousand eight hundred at Philadelphia.

Signed

Henry Lee
Ann Lee

Sealed, signed and delivered in the presence of
Mr. Thomas
Ch. H. Godsbough
Joseph Nicols Jun.
Tho. Turner

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

[Sign Page]

the supreme Court of Pennsylvania cause 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 examined separately 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 whereas I have hereto set my hand and seal

Signed

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

Sworn to, before me this 21st March 1801.

Darl Paintial Layer 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 271 acres of the Keep Frye 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 aliened 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 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 Lawan, George Gilpin & Levine Powell Commissioners appointed by virtue of a decree of the High Court of Chancery to superintend the sale thereof on the foreclosure of a mortgage given by the said John Semple to the Honorable Philip Ludwell Lee Esqr to satisfy debts due to the Creditors of the said John Semple, and conveyed by Henry Lee and Matilda his wife and Ludwell Lee and Flora his wife to Richard Bland Lee the purchaser of the said tract at the sale of the Commissioners aforesaid and by the said Richard Bland Lee conveyed to the said Henry Lee, and by the said Henry Lee and Matilda his wife conveyed to the said William Wilson George North John Potts and Robert E. Hobart which said Robert E. Hobart has since by his Indenture
dated the first day of May, One thousand, eight hundred, conveyed his one fourth part of the premises aforesaid to the said William Wilson & John Potts as will more fully and at large appear by a reference to the several deeds recorded in Berkeley County and which said tract is bounded as follows: To wit Beginning as /sic/ an Elm near a marked Sycamore on the bank of the river Potomac below the furnace and running thence South seventy one degrees west eighty eight poles to a double bodied black oak sapling /sic/ on the East side of a valley thence North twenty nine degrees west fifty poles to sundry

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marked saplings on a steep hill side on the south side of Elk branch, thence up said branch North sixty nine degrees west seventy six poles to a stake between two red oaks near a meadow, thence South fifty one degrees west twenty five poles to sundry marked saplings on a North Hill side, thence North Eighty nine degrees west thirty six poles to a Walnut thence South seventy six degrees west twenty poles to a stake between an Elm and Lynn tree by a slift 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 rods sold to Frederick Sligh & bounded as follows: Beginning at a stone one rod from a small white oak in the original line of Henry Lee and Matilda his wife /sic/ deed to George North, William Wilson, John Potts & Robert E. Hobart and running thence with the same North fourteen degrees thirty minutes west twenty five poles to two small white

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Oak saplings corner to the said deed, still with the same North forty one degrees thirty minutes East twenty four poles
to a dryly marked saplings corner to said deed in Sights [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 Sights [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 a forty two rods 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 or Bank held under Henry Lee aforesaid in pursuance of the agreement aforesaid and the reversions 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 granted.

[Fifth page] 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 hereunto 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

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

Duncan Miron
P. Ramsay
James Wilson Jr.
Berkley L.L.

The Commonwealth of Virginia, To George Gilpin, Esq.
Herbert & Richard Conway, Gentlemen Justices of
County, Greeting, Whereas William Wilson Johnotts &
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 said 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 Tryanta 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 acknowledge 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 com-
misson annexed,  & when you have received her acknowledge-
ment and examined her as aforesaid, that you distinctly and
plainly certify us thereof under your hands & seals, sending then
there this writ, and the said Indenture. Witness Henry
Bedinger Clerk of our said Court, at the Court House afores-
said 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
Justice 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 /\[seal\]
Em Horbert /\[seal\]

Borbely [sic.] /\[seal\]

The Commonwealth of Virginia, To William Dak, Van Rutherford & Abram Deveyart 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 twenty fifth day of June, one thousand eight hundred have sold & conveyed unto John Adams President of the United States, for the use of the United States the fee simple estate of and in a certain Tract or parcel of land lying & being in the County of Berkeley containing two hundred & twenty one acres. And whereas the said Eliza North wife of the said George North cannot conveniently travel to the Court of our said County of Berkeley to acknowledge the said, 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 com- mission

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amened 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 by have examined the within named Elizabeth North separately [sic.]
& apart from her said husband, & she has voluntarily
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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
Van Rutherford

25th November 1800

the Attorney General of the United States is hastily 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 & heridiments therein mentioned

Signed Charles Lee

Fairfax County L

In obedience to the within Deed, We the Subscribers Justices of the Peace for the County aforesaid went to the within named Eliza wife of John Potts and examined her separately 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
Wm Herbert

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 Berkeley [sic.] aforesaid containing four acres and fifty rods 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 Berkeley [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 sealing the same as aforesaid, 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 separately [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.

[Seal]

Wm Dark

[Seal]

Van Rutherford

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 land therein described.

Signed, Charles Lee
No. 6

William Wilson and Others, to the United States, June 1, 1800,
for $10,000 gives up lease on four acres near Keep Tryst Furnace.
National Archives Broood Group 127, 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 receipt 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 Harit & 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 Darka 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.

Scaled & deliverd in presence of

Lewis Evans
G. H. Humphries
Thos Seallwood

George Gilpin For J. Potts
Wm Herbert

Duncan Nixon I Ps WW
T. Ramsay To W. Wilson
James Wilson Jr. To Ditto

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Berkeley L.S.

The Commonwealth of Virginia, To George Gilpin, William Herbert & Richard Conway, Gentlemen, Justices of County, Greeting whereas William Wilson,
John Potts & Eliza his wife & George North & Eliza his wife by their certain Indenture of bargain & sale bearing date the first day of June, one thousand eight hundred have sold and conveyed unto John Adams President of the United States and his Successor and Successors in Office the fee simple estate of and in a certain tract of or piece of land lying & being in the said County of Berkeley containing four acres and fifty 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 examine /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 1/8th acres on south side of the Shenandoah River—perpetual 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. 21, Volume 8, pp. 549-555.

This Indenture made this twentieth day of August in the year one thousand eight hundred & thirteen between Ferdinando 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 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 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 whereinof 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 date 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 equivalent 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 therefore 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 whereinof the vesture of the trees, timber & woods is to be granted as aforesaid, hath given, granted, bargained sold, aliened, 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 & underwoods, 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 hereunto 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, 2r. 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 & person 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 ley, 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 equivalent 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, & by these presents, grant, 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 conveyance & 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 life-time 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 & behal 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 acquitted, 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 assurance 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 herein before 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 assigns, 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 hindrances, interruption, or interference; 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, Ferdinando 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 side 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 seal & 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 Shenondale, 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 & 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 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
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's 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 name 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.

Ferdno Fairfax

Signed sealed & delivered in the presence of
Decius Radnor
Thomas G. Ringle

# No. 125
"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, Ferdinand Fairfax and acknowledged the within instrument of writing to be his act and deed delivered for the purposes therein mentioned.

(City) In Testimony whereof I have hereunto set my hand
(Sec.) and caused the Seal of the Corporation of the City
(Wash.) 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, Esq. 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.

Testa

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 ensalling and delivery hereof 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, encoff, 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 privilege /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 privilege /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 privilege /sic./ of increasing the depth and width of the present canal, extending from the dam last mentioned past the mills of said Strider to the Rifle Factory; also the privilege /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 masonry /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
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 Corporation 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 for Jeffersons County in the year 1827 [Figure 1 on plat] running thence with a compromise line along Shenandoah Street S H8 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 H5 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° F five poles to a stake in the water, it being the corner fixed at 28.2 poles from the sycamore tree, a corner in the 125 acre patent in a survey made for the United States in the year 1877 by William Castleman, Surveyor of Frederick 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 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 there [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
In Witness whereof the said John Strider and Sarah he wife have hereunto set their hands and affixed their seals the day and year first written.

John Strider /L.S./
Sarah Strider /L.S./

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 /L.S./
Geo. B. Stephenson /L.S./

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 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 /L.S./
Geo. B. Stephenson /L.S./
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 works \text{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 privilege \text{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 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 63 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 East corner of stone building No. II \text{for 11/2} attached to the Rifle Factory North 45 1/4° East distant Two hundred and forty seven feet; and to the East corner of the same \text{sic.} building formerly belonging to Timothy Herrington deed North 29 1/2° West Two hundred and twenty six feet. To have and to hold the said use, privilege, \text{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 aforesaid hereby granted and conveyed unto the United States of America, and their assigns forever free from the claim of than 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.
Item 10

"to an angle in the wall [Figure 10] thence N 46° 30' E 10.55 poles 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 11.8 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, containing 13 acres, one rood, and 10 perches."

Copied by Charles W. Snell, October 1979.
The United States of America to Thomas H. Savery: 72 acres.


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 20° W 4,680 poles to an angle in said wall (Fig. 2) thence continuing with the wall in part, following along the north line of Shenandoah St. S 51° 45' W 9,080 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 33,990 poles to an angle in the same (Fig. 4) thence N 45° 15' W 39,310 poles to another angle (Fig. 5) thence N 43° 30' W 1,680 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 16,710 poles to a stone in the north line of Ridge Street (Fig. 7) thence with said line N 76° 30' W 17,490 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 8,070 poles to a stone at the terminus of said street (Fig. 9) thence with the back line of the Blocks Seminary [school] Lot and of U, T, and E N 76° 30' W 66,540 poles to a stone (Fig. 10) thence again with the rear line of Blocks F and R N 74° 30' W 12,490 poles to a stone at the east line of Taylor Street (Fig. 11) thence extending said line N 15° 30' E 7,820 poles to a stone (Fig. 12) thence following the street lines N 26° 30' W 3,570 poles to a stone (Fig. 13) thence N 16° 30' W 3,850 poles to a stone in a ravine at the east line of Putnam Street (Fig. 14) thence with said line N 30° 30' E 16,000 poles to the Baltimore and Ohio Railroad at the east end of the culvert wall (Fig. 15) thence along the railroad N 60° W 3,080 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 5,370 poles to a pine tree (Fig. 17) thence N 80° W 8,060 poles to a stone (Fig. 18) thence N 70° W 13,900 poles to a stone (Fig. 19) thence
N 61° 30' W 9.5 poles to a stone (Fig. 20) thence N 57° 30' W 19.25 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 71° 30' W 26.1 poles to a stone at the east line of Cambridge Street (Fig. 24) thence extending said street line N 15° 30' F 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' F 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 vine 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° 30' 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° F 1.7 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.


* in a revised map prepared Dec. 10, 1885—Brown estimated the acreage at slightly more than 72 acres.
Map No. 2

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

Plotting the bonds of the 1796-97 deeds.
Traced from 1827 Plat which followed the original metes and bounds of Harpers patents showing 6 acre reservation and Gerry 1st at the "point." Scale not given.

William Castleman, Jr., and James M. Brown, Survey, June 1827, Plat., Map no. 55, Drawer No. 9, and Report of Surveyor Castleman, National Archives.

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 1,105 8/10th acres of timber land and the 60 acre Perry tract on south side of Shenandoah.

SCALE OF PERCHES

ACCESS IN CIVILS OFFICE
COUNTY OF JEFFERSON, W.VA.
1400 ROCKEY RD
NO. 23067
TRACING OF O. RECKLESS MAP
TRACED IN 1938, JUL 1958
Timber rights on 1,395 acres

APPENDIX

Copy of Deed of Ferdinando Fairfax to Secretary of War for Loudoun Heights Woodland, 1395 acres, August 20, 1813, Reel 24, V.6, pp.549-555, National Archives R. G.
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.
Surveyed a lot of Perry Street

1818 Plat of
60 acre Perry Street

Surveyed a lot.

At Monroe River

a curve, to the bead on

the north of the

Black Oak a curve

from here and to

the south for

1083 feet on

the east, passed the

north curve

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

A.D. equals Armory Dwelling.

Map No. 7

Surveyed by S. Howell Brown, February 28, 1885.
APPENDIX III


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 purchase." See Narrative History text, pages 15 to 19.
HANCOCK, T. Now Antony, December 12, 1844

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

The 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 by the United States. These descriptions are:

The papers have been prepared with the full belief that when a public building is taken in lieu of loss sustained by the United States in the event of an individual's property being damaged or destroyed, the damages should be made up to, and not out of, the public property, and that the consequent cost of the United States should be borne by it.

The considerations to offer for the purchase of this property are: to remove the public buildings from the danger of fire occurring along the alley; to which, generally, there is great liability; from which the public are entirely free.

The public buildings adjoining the armory are generally filled with machinery, and immovably valuable; the loss of any one of which would be explained by the value of the whole of these private lots, with their improvements; you 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 centrified situation of this narrow alley would be a serious hazard, and the danger of fire spreading. If building a valuable structure was crowded, or in the event of a fire occurring in the alley, covering one of the public buildings, the success of the fire would depend on the speed with which the fire could spread to the main buildings.

The greatest inconvenience will be felt in the alley, for the most part occupied by the houses of the lots, whose residents are generally in the habit of coming out from their premises; these are usually filled with machinery and other valuable points. It is a place of easy access for fire to spread and draw in the public interest; thus exposing boats and engines in cutting out from time to time.

This too is a matter of public utility, and perhaps the chief of the objections that they present.

The location and position of the lots may be urged; I am sure, from your knowledge of the locality and the condition of things, are peculiar objects that I shall now touch on them.

The schedule A exhibits the whole of such lots, and the improvements thereon, and the location that can be had at such a price, but the location and the scale of the area, extending from the first lot to the 18th lot, at the extreme of the area of building lots, the middle four lots, and the location of the armory.
The proposed dwelling on the 11th district, suitable for inhabitants of the neighborhood, has been examined, and the alley permanently widened and extended southward (say) 30 feet, which would have the necessary buildings near by. The original plan of the dwelling and the house daily cultivated. There is a report of good buildings for dwellings in the county. The greater part of these buildings have been, of late, and in low demand situations; it is expected that these structures, continuing to exist as they now remain, are in great degree the amount required from the rent fund. The purchase of those in schedule A would re-energize good real estate, so much needed to be occupied in place of so many of the old structures now deteriorating in decay, and consuming, by continual fires, the rent fund.

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

The nuisance can only be cured 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.

The list of buildings, besides the lots Nos. 11 and 12, a part of those examined from High street to the alley bordering the canal. Twenty-five of the lower end of each of these lots would include the stables, offices, from which danger is to be apprehended; this added to the width of the alley, 15 feet, would interfere a clear space of 40 feet, besides the entrance between the public buildings and any structures on the part of the lots might have to be put up by the lot owners, and all costs on reference will have to be purchased, unless the owners are willing to purchase.

The adjustment, however, it is observed, would still leave the armory a respectable title and the width of the street; therefore I hope that the schedule A is only considered. Besides, the additional lot, entire lots will seem dwelling houses that are built with the land and I must observe that the cost at which the buildings have just been generally below a present fair valuation of them, with which the exception of a part of lot No. 12, at the entrance gate, is made, by the owner is high, though he states that the amount of land would yield at 6 per cent. the rent that he has been offered for the

The building schedule provides for the purchase of Dr. Merriam's building, which is an old structure, situated on the public land, near the Lawrence station, and it is desirable that the title in that way shall be of the highest quality, and the offering can be approved.

The building on High St. is the previous owner, who sold the land, and he has agreed to purchase the valuation at $5,000, and the amount which Dr. Merriam proposes to sell for, $2,000.

Dr. Merriam's proposal has been reduced.

With this subject, I submit also a proposition from Mr.
Bynes, the owner of a part of what is called a Bynes's Island, of the island being already in the possession and occupancy of the States.

As the price asked appears to be reasonable, ($1,500) I would recommend the purchase of it, as the only means of keeping off that near by, farming excellent gardening ground for the armories, who are to cultivate it on sufferance.

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

JOHN SYMINGTON,

Major of G

Lieut. Col. George Talcott,

Ordnance Department, Washington City.
<table>
<thead>
<tr>
<th>Number of lot</th>
<th>Owner of ground</th>
<th>Owner of buildings</th>
<th>Description of the buildings, &amp;c.</th>
<th>Price of ground.</th>
<th>Price of buildings.</th>
<th>Total.</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Mrs. Swayne</td>
<td>Richard D. Duran</td>
<td>Double brick building, 40 by 40 feet, 2 stories high, with finished cellar and finished roof; cellar underneath; an open gallery in front; base building 36 feet, 2 stories; lower story occupied as store, upper story and cellar as dwellings.</td>
<td>$2,536</td>
<td>$4,000</td>
<td>$6,536</td>
</tr>
<tr>
<td>Part of 12</td>
<td>G. B. Wager</td>
<td>Richard D. Duran</td>
<td>Two-story brick building, 35 by 22 feet, covered with shingles; lower story occupied as a store and general variety store, and part of a shoemaker's shop; the upper story, including cellar, as dwellings.</td>
<td>$1,600</td>
<td>$1,600</td>
<td>$3,200</td>
</tr>
<tr>
<td>Part of 12</td>
<td>Henry Yost</td>
<td>Henry Yost</td>
<td>Two-story brick building, continuation of the building above-mentioned, one under same roof, 25 by 20 feet; lower story occupied as a general variety store, upper story as a dwelling.</td>
<td>$1,218</td>
<td>$180</td>
<td>$1,398</td>
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<tr>
<td>13</td>
<td>Mrs. Swayne</td>
<td>J. G. Wilson</td>
<td>A half wooden stable, 20 by 10 feet, and loft above.</td>
<td>$120</td>
<td>$120</td>
<td>$240</td>
</tr>
<tr>
<td>14</td>
<td>Mrs. Swayne</td>
<td>Samuel Lover</td>
<td>On High street a 2-story brick house, 30 by 22 feet, covered with shingles, and cellar underneath; on the alley a wooden stable, with loft for hay.</td>
<td>$1,719</td>
<td>$2,125</td>
<td>$2,845</td>
</tr>
<tr>
<td>15</td>
<td>G. B. Wager</td>
<td>Charles Batton</td>
<td>On High street a 2-story brick house, 30 by 22 feet, covered with shingles, and cellar underneath a piece in front and back; on the alley a wooden stable, with loft for hay.</td>
<td>$1,719</td>
<td>$2,125</td>
<td>$2,845</td>
</tr>
<tr>
<td>16</td>
<td>G. B. Wager</td>
<td>Philip Comer</td>
<td>On High street a 2-story brick house, with basement, and cellar underneath, 25 by 20 feet, covered with slate, and cellar underneath a piece in front and back; on the alley a wooden stable, with loft for hay.</td>
<td>$2,560</td>
<td>$2,200</td>
<td>$4,760</td>
</tr>
<tr>
<td>17</td>
<td>G. B. Wager</td>
<td>G. B. Wager</td>
<td>On High street a 2-story stone house, with basement, 25 by 20 feet, covered with slate, with brick bonding, well finished; on the alley a stone stable, 20 by 10 feet, with hay loft also, a stone smoke-house 10 by 9 feet.</td>
<td>$2,050</td>
<td>$2,100</td>
<td>$4,150</td>
</tr>
<tr>
<td>18</td>
<td>G. B. Wager</td>
<td>William Mierer</td>
<td>On High street a 2-story stone house, with basement, 20 by 20 feet, covered with slate, well finished; on the alley a stone stable, 20 by 10 feet, with hay loft also, a stone smoke-house 10 by 9 feet.</td>
<td>$2,050</td>
<td>$2,100</td>
<td>$4,150</td>
</tr>
</tbody>
</table>

Schedule A. Enacted June 26, 1866.

Honor approved by Congress on August 8, 1866, 45,500 acres at Large. Vo. 18, p. 69.
<table>
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<tr>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>Mary Thompson</td>
<td>A small wooden building of little value on the alley.</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$900.00</td>
</tr>
<tr>
<td>28</td>
<td>Mrs. Swaney</td>
<td>A. A. C. A.</td>
<td>On High street a 2-story frame house, with basement, 24 by 30 feet, covered with shingles; in the middle of the lot a 1-story frame house 21 by 30, on the other a wood-burning stove, 20 by 18 feet.</td>
<td>$750.00</td>
<td>$50.00</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>29</td>
<td>A. A. C. A.</td>
<td>P. H. H.</td>
<td>On High street a 2-story stone house, with basement, 24 by 30 feet, covered with shingles; on the alley a 2-story stone house, 20 by 18 feet, covered with stone, and a frame store, 14 by 12 feet.</td>
<td>$800.00</td>
<td>$1,600.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>30</td>
<td>M. H. H.</td>
<td>M. H. H.</td>
<td>On High street a stone foundation, and a wooden building partly erected, 20 by 25 feet; on the alley a 2-story stone house, 20 by 18 feet, slatted 12 feet.</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>31</td>
<td>Martin Gray</td>
<td>M. Gray</td>
<td>Van on High street, on the alley, a 3-story stone house, 28 by 30 feet, with a frame store, 18 by 15 feet, both covered with slate.</td>
<td>$800.00</td>
<td>$1,200.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>32</td>
<td>M. H. H.</td>
<td>M. H. H.</td>
<td>A before frame house, with basement, 25 by 24 feet, well finished.</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>33</td>
<td>M. Gray</td>
<td>M. Gray</td>
<td>A stone building and an old wood building.</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>34</td>
<td>M. Gray</td>
<td>M. Gray</td>
<td>A stone building and a frame building.</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>35</td>
<td>Mrs. Swaney</td>
<td>M. Swaney</td>
<td>A 2-story wooden building of little value, a store and foundation.</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>36</td>
<td>M. Swaney</td>
<td>M. Swaney</td>
<td>A 2-story wooden building of little value.</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>37</td>
<td>United States</td>
<td>Dr. N. Macomber</td>
<td>A stone house, with basement and gallery, 25 by 32 feet; also, a wooden 2-story frame, 16 by 18 feet. For payment for part of a frame store.</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Lancaster, Pennsylvania, November 19th, 1848.
Schedule of lots and parts of lots, and improvements thereon, owned by private individuals, adjoining the public buildings of 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.

<table>
<thead>
<tr>
<th>Number of lot</th>
<th>Owner of ground</th>
<th>Owner of building</th>
<th>Description of the buildings</th>
<th>Price of ground</th>
<th>Price of building</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>M. Payne</td>
<td>Richard D. Parks</td>
<td>A double 2 story brick building, with gallery, finished cellar and cellar, 40 by 18 ft., covered with sand, lathe building of brick, 2 stories, lower story store, upper story dwellings</td>
<td>$2,250</td>
<td>$1,000</td>
<td>$3,250</td>
</tr>
<tr>
<td>Part of 12</td>
<td>G. B. West</td>
<td>Roland D. Duran</td>
<td>A brick house, finished cellar and cellar, 36 by 30 feet, situated west of lower story drug store and shoemaker's shop, upper story dwelling</td>
<td>1,000</td>
<td>1,600</td>
<td>3,600</td>
</tr>
<tr>
<td>Part of 12</td>
<td>Henry Vest</td>
<td>Henry Vest</td>
<td>A story brick building, continuation of the foregoing described building, 36 by 30 feet, same height, lower story country store, upper story dwelling</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>16</td>
<td>M. Payne</td>
<td>J. G. Wilson</td>
<td>A small wooden house, 16 by 14 feet, 1 story</td>
<td>120</td>
<td>20</td>
<td>240</td>
</tr>
<tr>
<td>17</td>
<td>M. Payne</td>
<td>S. Lewis</td>
<td>A small wooden store, with hay loft of little value</td>
<td>120</td>
<td>20</td>
<td>240</td>
</tr>
<tr>
<td>20</td>
<td>G. B. West</td>
<td>Clinton Beeman</td>
<td>A small wooden store, with hay loft, 20 by 12 feet</td>
<td>120</td>
<td>20</td>
<td>240</td>
</tr>
<tr>
<td>21</td>
<td>G. B. West</td>
<td>P. C. Cooper</td>
<td>A stone store house, 36 by 22 feet, covered with slate</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>22</td>
<td>G. B. West</td>
<td>William Morain</td>
<td>A small wooden store, with hay loft, 27 by 30 feet</td>
<td>1,200</td>
<td>1,000</td>
<td>2,200</td>
</tr>
<tr>
<td>25</td>
<td>M. Payne</td>
<td>A. W. Teller</td>
<td>A small wooden store, 12 by 18 feet</td>
<td>600</td>
<td>20</td>
<td>620</td>
</tr>
<tr>
<td>31</td>
<td>M. Payne</td>
<td>A. B. Owen</td>
<td>A wooden store, covered with slate, 26 by 26 feet</td>
<td>600</td>
<td>30</td>
<td>630</td>
</tr>
<tr>
<td>32</td>
<td>M. Payne</td>
<td>P. Healy</td>
<td>A brick store house, 20 by 26 feet, shingled roof, and a two-story stone house, 11 by 12 feet</td>
<td>100</td>
<td>900</td>
<td>1,000</td>
</tr>
<tr>
<td>37</td>
<td>H. Coyle</td>
<td>M. Polley</td>
<td>A stone store house, 36 by 26 feet, shingled roof, and a two-story stone kitchen, 16 by 16 feet</td>
<td>-</td>
<td>200</td>
<td>200</td>
</tr>
<tr>
<td>38</td>
<td>M. Payne</td>
<td>D. Healy</td>
<td>A brick store house, 26 by 26 feet, shingled roof</td>
<td>180</td>
<td>900</td>
<td>1,080</td>
</tr>
</tbody>
</table>
Schedule of lots and parts of lots, &c.—Continued.

<table>
<thead>
<tr>
<th>Number of lot</th>
<th>Owner of ground</th>
<th>Owner of buildings</th>
<th>Description of the buildings</th>
<th>Proceeds</th>
<th>Price of building</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>M. Grace</td>
<td>M. Grace</td>
<td>A 2-story stone house, 30 by 30 feet, with a 1-story stone kitchen, 10 by 10 feet, both slated</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>M. Grace</td>
<td>M. Grace</td>
<td>A 2-story stone house, 30 by 18 feet, another stone house, 2-story, 20 by 16 feet, these partially new, and a 1-story wooden house, 25 by 20 feet, and one other wooden house, 20 by 12 feet; the wooden buildings of little value</td>
<td>$1,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>United States</td>
<td>Dr. N. Marmion</td>
<td>A 2-story stone house, with basement and parlor, 35 by 24 feet, and a wooden 1-story back building</td>
<td></td>
<td></td>
<td>3,000</td>
</tr>
</tbody>
</table>

Hartley's Ferry Armory, December 12, 1844.

John Symington,
Mayor of Ordinance.
April 23, 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 presidential appurtenances belonging to the United States, known as the Water Works of the Springfield Arsenal, in the State of Massachusetts, for such other lands contiguous to the lands conveyed to said Arsenal upon the hill at Springfield, as he may deem necessary and proper for the improvement and convenience of said Arsenal, or in his discretion to sell the said tract known as the lower works and appurtenances, and to invest the proceeds of the same, or such part thereof as he may require, in the purchase of such lots or lands contiguous to the Arsenal 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 such lands and appurtenances hereby authorized to be sold and conveyed, to receive from individuals or corporate proprietors, deeds and titles of the lands so exchanged, sold or purchased.

Sec. 2. And be it further resolved, That the Secretary of War be and 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 improvement and convenience of the public buildings belonging to the United States, and that he apply the residue of the proceeds of such sales to the purchase of the property owned by the United States.

Sec. 3. And be it further resolved, That the Secretary of War be and is hereby authorized to make sale of such portion of the site of the United States Arsenal at Exeterville, North Carolina, as in his judgment is not required for public purposes, and apply the proceeds of such sale, or so much thereof as he may deem necessary, to the purchase of such additional land for the use of the 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 purchase, and to receive proper deeds and titles for the same.