

Nos. 4191 and 4198 Equity.

Petition of Representatives  
of Frances Boswell, B. D.  
Chambers, Clendenin Brothers,  
Thomas W. Davis, Peter E.  
Dawson, Frank Fisher, Levi  
Houser, William T. Jones, O.  
J. Keller and Brother, Samuel  
Mose, Wolf Nordlinger, Robert  
W. Scarlett, William Armstead  
West, James Willard, George  
L. Scaggs, Hickman and Bitzer  
William King, Thomas J. Lemen,  
William Show, Kate Dunn and  
John Dugan.

*and*  
*Order of Court thereon*

*21 Exhibits*

*Filed June 20<sup>th</sup> 1929*

GEORGE S. BROWN, et al., ) NOS. 4191 and 4198 Equity,  
(  
vs. )  
( IN THE CIRCUIT COURT FOR  
THE CHESAPEAKE AND OHIO CANAL )  
COMPANY, et al. ( WASHINGTON COUNTY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The personal representatives of Frances Boswell, B. D. Chambers, Clendenin Brothers, Thomas W. Davis, Peter E. Dawson, Frank Fisher, Levi Houser, William T. Jones, O. J. Keller and Brother, Samuel Mose, Wolf Nordlinger, Robert W. Scarlett, William Armstead West, James Willard, George L. Scaggs, Hickman and Bitzer, William King, Thomas J. Lemen, William Show and Kate Dunn, all deceased, for their respective decedents, and John Dugan for himself, respectfully represent unto your Honors:

1. That under and by virtue of the provisions of Chapter 136 $\frac{1}{2}$  of the Acts of the General Assembly of Maryland passed at its January Session, 1896, and Chapter 270 of the Acts of the General Assembly of Maryland passed at its January Session, 1900, for each of the aforesaid persons was filed, on or before September 1, 1900, in these consolidated causes his claim against the Chesapeake and Ohio Canal Company, respectively, as follows: for Frances Boswell her claim for \$405.00, and interest; for B. D. Chambers his claim for \$358.72 and interest; for Clendenin Brothers their claim for \$157.91, and interest; for Thomas W. Davis, his claim for \$200.00 and interest; for Peter E. Dawson, his claim for \$391.80 and interest; for Frank Fisher his claim for \$291.00, and interest; for Levi Houser, his claim for \$185.00, and interest; for William T. Jones his claim for \$84.75 and interest; for O. J. Keller and Brother their claim for \$32.25 and interest; for Samuel Mose his claim for \$54.00 and interest; and \$1.50 costs; for Wolf Nordlinger his claim for \$890.56 and interest; for Robert W. Scarlett his claim for \$1,242.00 and interest; for William Armstead West his

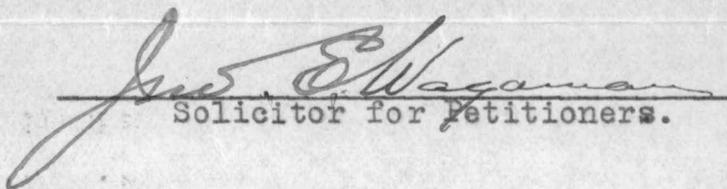
claim for \$424.78 and interest; for James Willard his claim for \$420.00 and interest; for George L. Scaggs his claim for \$270.00 and interest; for Hickman and Bitzer their claim for \$40.00 and interest; for William King his claim for \$130.00 and interest; for John Dugan his claim for \$241.42 and interest; for Thomas J. Lemen his claim for \$79.45 and interest; for William Show his claim for \$23.10 and interest and \$1.50 costs; for Kate Dunn her claim for \$110.00 and interest; a certified copy of each of said claims is filed herewith marked Exhibit Claim of Respective Claimants, which together with the said claims and the proofs attached thereto is made parts hereof as if fully recited and shown herein, all of which said claims are wholly unpaid in their respective sums, together with the interest thereon.

2. That Mary M. Henry, administratrix of John W. Burgess; John E. Oxley, administrator of Clayton S. Fields; Thomas E. Bissett; John W. Fields, Charles P. Ranneberger; Howard E. Boyd, E. Ashby Barnett and Howard W. Boyd, executors of Raphael E. Taney; John H. Marmaduke, administrator of Daniel Marmaduke; and Bessie L. Stone, (now Waters) administratrix of John G. Stone, filed their petition in these causes on their own behalf respectively, and on behalf of all others similarly situated who are willing to come into this Court and contribute to the costs and expenses pertaining to the filing of their petition and the proceedings had thereon, alleging among other things that they had filed in these causes their respective claims under and by virtue of the said Acts of 1896 and 1900, that all of the same were unpaid and prayed that a Trustee or Trustees may be appointed in the place of those heretofore appointed and now deceased, with power to execute the decree passed by Judge Alvey in these causes on the 2nd day of October, 1890, for the sale of the Canal and all property and property rights of the Chesapeake and Ohio Canal Company, and for other and further relief, all of which will be shown by reference to the said petition of

Mary M. Henry, administratrix, et al., filed on the 29th day of May, 1928.

That all of your said petitioners desire to become parties petitioners to the aforesaid petition of Mary M. Henry, administratrix, et al., being similarly situated as the petitioners therein, and have their claims heard as if originally parties petitioners thereto.

Wherefore, your petitioners pray that they and each of them may be made party petitioners to the said petition of Mary M. Henry, administratrix, and others, filed on the said 29th day of May, 1928, in the above entitled causes, and that their claims and each of them may be heard as if they had been originally included in the last said petition.

  
Solicitor for Petitioners.

Ordered this 20<sup>th</sup> day of June, A.D. 1929, by the Circuit Court for Washington County, in Equity, that the prayer of the foregoing petitioners be and the same is hereby granted as therein prayed.



No. 4191 and 4198 Equity.

"Exhibit Claim of B. D.  
Chambers"

*Filed June 20 1929*

*Chambers, B. D.*

STATE OF MARYLAND, WASHINGTON COUNTY; to-wit:-

I, Edward Oswald, Clerk of the Circuit Court for Washington County, Maryland, do hereby certify that Mary C. Chambers, administratrix of B. D. Chambers, filed on September 1, 1900, in No. 4191 and 4198 Equity consolidated in said Court, orders drawn on the paymaster of the Chesapeake & Ohio Canal Company payable to B. D. Chambers as follows:

To	B. D. Chambers	Aug. 4, 1888	19.60
"	H. Sigafoose	Aug. 1, 1888	20.00
"	Mrs. H. Sigafoose	Aug. 1, 1888	4.90
"	B. D. Chambers	June 1, 1885	19.92
"	H. Sigafoose	Feb. 28, 1889	15.00
"	"	Feb. 28, 1889	15.00
"	R. Nickels	Aug. 10, 1888	26.60
"	B. D. Chambers	May 3, 1888	20.00
"	H. Sigafoose	Jan. 8, 1889	20.00
"	"	Jan. 8, 1889	20.00
"	Mrs. H. Sigafoose	Aug. 6, 1888	4.40
"	H. Sigafoose	Sept. 1, 1888	20.00
"	B. D. Chambers	Sept. 1, 1888	20.30
"	R. Nickels	Sept. 1, 1888	26.90
"	R. Nickels	Oct. 2, 1888	25.00
"	H. Sigafoose	Nov. 3, 1888	20.00
"	B. D. Chambers	June 20, 1888	13.40
"	R. Nickels	July 5, 1888	27.70
"	H. Sigafoose	Aug. 1, 1888	20.00

With the following:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

On this first day of September, 1900, before the subscriber, Clerk of the Circuit Court for Washington County, personally appeared McGill Belt, Agent for Mary C. Chambers, Admrx. of B. D. Chambers and made oath in due form of law, that the annexed account, as stated, is just and true, and that he hath not received any part of the money stated to be due, or any security of satisfaction for the same.

GEO. B. OSWALD Clerk.

317 WITNESS WHEREOF my hand and the Seal of the said Circuit Court for Washington County, this 22<sup>nd</sup> day of *March* A. D. 1929.

*Edward Oswald* Clerk

No. 4191 and 4198 Equity.

"Exhibit Claim of Clendenin  
Brothers"

*Filed June 20 1929*

*Clendenin Bros.*

BALTIMORE, August 9, 1900

CHESAPEAKE & OHIO CANAL CO.

Bought of CLENDENIN BROS. 111 South Gay Street.

1889			
March 20	1 Bbl. Blue Vitriol 335	6½	21.78
	50 Battery Zincs	38	19.00
	12 Relay Springs	10	1.20
	100 Battery Coppers	20	20.00
	B&O Spears To Jas.P.Biser Knoxville, Md.		
March 30	150 Battery Screws	6	9.00
	1 Bbl. Blue Vitriol 352	6½	22.88
	B&O Spears. to Jas.P.Biser Knoxville, Md.		
May 16	1 Bbl. Blue Vitriol 312	6½	20.28
	50 Battery Coppers	20	10.00
	50 Battery Zincs	38	19.00
	12 Relay Springs	10	1.20
	25 5x7 Battery Jars	30	7.50
	B&O Spears 2 Boxes to Jas.P.Biser Knoxville, Md.		.40
May 17	1 Coil #9 Galv Line Wire 63	9	5.67
	B&O Express to Jas P.Biser Knoxville, Md.		
			<u>157.91</u>

STATE OF MARYLAND, CITY OF BALTIMORE, ss.

On the 9th day of August one thousand nine hundred and before the subscriber, a Justice of the Peace in and for Said State and City personally appears James Clendenin of Clendenin Bros. and makes oath in due form of law that the annexed account, as stated, is just and true; and The said firm hath not, directly or indirectly, received, to his knowledge, any part or parcel of the money charged as due by such account, or any security or satisfaction for the same, more than credit should be given for.

Sworn before JOHN L. HEBB, J.P. (Seal)

(Filed Aug. 11th, 1900).

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true copy of claim filed in No. 4191 and 4198 Equity consolidated in the Circuit Court for Washington County, the same having been filed August 11, 1900.

IN TESTIMONY WHEREOF I hereunto  
subscribe my name and affix the  
Seal of the Circuit Court for  
Washington County at Hagerstown,  
this 24<sup>th</sup> day of May, 1928.

*Edward Oswald* Clerk.

No. 4191 and 4198 Equity.

"Exhibit Claim of Samuel Mose"

*Filed June 20 1929*

Samuel Mose vs. Chesapeake and Ohio Canal Company.

Summoned. I. J. Smith, Constable.

Judgment trial in favor of plaintiff for \$54.00 with interest from date and \$1.50 costs.

Witness my hand and seal this 5th day of April, 1890.

WILLIAM F. BLACKFORD J.P.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true copy of judgment filed in No. 4191 and 4198 Equity consolidated in the Circuit Court for Washington County, the same having been filed the 5th day of April, 1890.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Washington County at Hagerstown this 22<sup>nd</sup> day of March, 1929.

*Edward Oswald* Clerk.

BALTIMORE

OFFICE SUPPLY CO.

No. 4191 and 4198 Equity.

"Exhibit Claim of Kate Dunn"

*Filed June 20 1929*

ATLANTA  
PUBLIX  
CO.

ACCOUNT OF KATE DUNN

March 3, 1890.

April, 1888	10.00
May "	10.00
June, "	10.00
Aug. "	10.00
Sept. "	10.00
Nov. "	10.00
Dec. "	10.00
Feb. 1889	10.00
Mar. "	10.00
May "	10.00
June "	10.00
	<u>110.00</u>

Also shown thus:

Hagerstown, Maryland.  
Lock No. 32  
June 9, 1890.

Time of Mrs. Kate Dunn, cook, William Allen's Boat.

April, 1888	10.00
May "	10.00
June "	10.00
Aug. "	10.00
Sept. "	10.00
Nov. "	10.00
Dec. "	10.00
Feb. 1889	5.00
May "	10.00
" "	<u>85.00</u>

The time and amounts here given are as they appear on the payrolls but accuracy is not vouched for.

A. J. Lowndes, Secretary to  
Receivers of C & O C Co.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

On this 19th day of October, 1895, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for aforesaid, Washington County, personally appeared Kate Dunn and made oath in the within account that it is just and true as stated and that she has received no part or parcel of the money charged nor any security nor satisfaction for the same.

Sworn before

PRESTON E. MILLER J.P.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true copy of claim filed in No. 4191 and 4198 Equity consolidated in the Circuit Court for Washington County, the same having been filed before September 1, 1900.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of the Circuit Court for Washington County at Hagerstown this 22<sup>nd</sup> day of March, A.D. 1929.

Edward Oswald Clerk.

No. 4191 and 4198 Equity.

"Exhibit Claim of William Show"

*Filed June 20 1929*

William Showe vs. Chesapeake and Ohio Canal Co.

Summoned. T. J. Smith, constable.

Judgment trial in favor of the plaintiff for \$23.10 debt, with interest, and \$1.50 costs.

Witness my hand and seal this 5th day of April, 1890.

WILLIAM F. BLACKFORD J.P.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true copy of claim filed in No. 4191 and 4198 Equity consolidated in the Circuit Court for Washington County, the same having been filed before September 1, 1900.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of the Circuit Court for Washington County at Hagerstown this 22 day of March, A.D. 1929.

Edward Oswald Clerk.

No. 4191 and 4198 Equity.

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*Willard, James*

Way Lock C & O Canal  
THE CHESAPEAKE AND OHIO CANAL COMPANY, Dr.  
To James Willard as per statement and vouchers .

1883	January	\$ 20.00	
	April	40.00	
	May	40.00	
	November	40.00	
	December	40.00	180.00
1884	February	20.00	
	March	20.00	
	May	40.00	
	September	30.00	
	October	30.00	140.00
Vouchers sent herewith amount		100.00	100.00
			total \$420.00

Also for four months in 1889.

March, April, May and June.

See Book for amounts and add to bill.

State of Maryland, Montgomery County, to-wit:-

On this fifteenth day of August, A. D. 1900, before me, the subscriber, one of the Justices of the Peace, in and for the said County, personally appeared James Willard, and made oath in due form of law, that the above account is just and true, and that he hath not directly or indirectly received any part of parcel of the money charged and due by such account or any security or satisfaction for the same.

Sworn before

MAHLON H. AUSTIN J.P.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true copy of claim filed in No. 4191 and 4198 Equity consolidated in the Circuit Court for Washington County, the same having been filed August 15, 1900.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Washington County at Hagerstown this 24<sup>th</sup> day of May A.D. 1928.

*Edward Oswald* Clerk.

No. 4191 and 4198 Equity.

"Exhibit Claim of Peter E.  
Dawson"

*Filed June 20 1929*

Dawson, P. E. - 1.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I, Edward Oswald, Clerk of the Circuit Court for Washington County, Maryland, hereby certify that P. E. Dawson filed in No. 4191 and 4198 Equity consolidated, in said Court, on August 31, 1900, orders drawn on the Chesapeake and Ohio Canal Company and made payable to him as follows:

Orders payable by the C. & O. Canal Company to:

D. B. Munson	March 15, 1888	30.00
" " "	January 5, 1888	25.00
P. E. Dawson	November 24, 1888	16.10
" " "	June 10, 1889	18.20
" " "	July 15, 1889	7.00
" " "	July 15, 1889	16.80
" " "	April 10, 1888	22.00
" " "	Oct. 16, 1888	27.50
" " "	Dec. 5, 1887	20.30
" " "	March 8, 1888	20.00
" " "	June 12, 1889	26.40
" " "	March 26, 1889	12.10
" " "	July 15, 1889	16.80
" " "	July 15, 1889	9.80
" " "	Dec. 3, 1888	20.00
" " "	Feb. 20, 1890	25.00
" " "	March 8, 1884	14.00
" " "	July 18, 1884	8.00
" " "	March 13, 1884	8.80
" " "	July 15, 1889	9.80
" " "	Jan. 27, 1888	18.20
" " "	May 3, 1884	20.00
		<u>\$ 391.80</u>

to which is attached: To order of D. B. Munson dated March 15, 1888:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

On this 23rd day of August in the year of our Lord, 1900 before me, the subscriber, one of the Justices of the Peace in and for the said County, personally appeared Daniel B. Munson and made oath on the Holy Evangely of Almighty God that the above account is just and true, and that he hath not, directly or indirectly, received (to his knowledge,) any part or parcel of the money claimed and charged as due by such account or order or any security or satisfaction for the same.

Sworn before JOSEPH HARRISON J.P. (L.S.)

To order of D. B. Munson dated January 5, 1888:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

On this 23rd day of August in the year of our Lord, 1900 before me, the subscriber, one of the Justices of the Peace in and for the said County, personally appeared Daniel B. Munson and made oath on the Holy Evangely of Almighty God that the above account is just and true, and that he hath not, directly or indirectly, received (to his knowledge,) any part or parcel of the money claimed and charged as due by such account or order or any security or satisfaction for the same.

Sworn before JOSEPH HARRISON J.B. (L.S.)

I, Stephen Gambrill do hereby certify that I was President of the Chesapeake & Ohio Canal Company at the time when the annexed claim accrued and that said claim as stated is to the best of my knowledge and belief, correct, due and unpaid.

STEPHEN GAMBRILL  
former Prest. C&O Co.

Dawson, P. E. - 2.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

On this 16th day of August in the year of our Lord, Eighteen Hundred and Ninety-five before me, the subscriber, one of the Justices of the Peace in and for said County, personally appeared P. E. Dawson and made oath on the Holy Evangely of Almighty God that the above account is just and true, and that he hath not, directly or indirectly, received (to his knowledge,) any part or parcel of the money claimed and charged as due by such account, or any security or satisfaction for the same.

SWORN BEFORE

JOSEPH HARRISON J.P. (L.S.)

Witness whereof my hand and the Seal of the said  
Circuit Court for Washington County this 24 day of *May* A. D. 1928.

*Edward Oswald* Clerk.

No. 4191 and 4198 Equity.

"Exhibit Claim of Hickman &  
Bitzer"

*Filed June 20, 1929*

April 8, 1884

Hickman & Bitzer.

The Paymaster of the Chesapeake and Ohio Canal Company will pay to Hickman & Bitzer \$40.00, the amount due me for the month of December, 1883.

THOMAS DWIRE

certified by ROBERT H. BOTELER, Boss.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true copy of claim filed in No. 4191 and 4198 Equity consolidated in the Circuit Court for Washington County, the same having been filed before September 1, 1900.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of the Circuit Court for Washington County at Hagerstown, this 22<sup>nd</sup> day of March, A.D. 1929.

Edward Oswald Clerk.

No. 4191 and 4198 Equity.

"Exhibit Claim of Wolf  
Nordlinger"

*Filed June 20 1929*

*Nordlinger, Half-1.*

John H. Brown	March, 1884	1.40	
J. W. Minnie	November 1887	33.00	
Wm. H. Allders		2.48	
Wm. Boswell	April, 1888	16.70	35.48
Wm. Ready		15.75	
Chas. W. Wood		12.60	
Edward King		16.70	
Ezra Morgal		18.65	
Harry Morgal		5.00	
Emma Morgal		10.00	
Alexander Hill		18.10	
Bert Jackson		18.15	131.65
Frank Case	May, 1888	17.65	
Bert Jackson		16.80	
D. M. Reed		10.00	
Emma Morgal		10.00	54.45
James Hattan	June, 1888	16.95	
Henry Gibbs	July, 1888	21.20	
Samuel Anderson		21.00	
Ezra Morgal		19.60	61.80
Henry Gibbs	August, 1888	19.18	
Richard Collier		15.30	
Emma Morgal		10.00	44.48
G. B. F. Walter	September, 1888	15.00	
Emma Morgal		10.00	25-
R. Nickels	November, 1888	25.80	
Wm. Ready		17.15	
E. Wood		13.10	
Emma Morgal		10.00	
Wm. Boswell		9.30	
Arthur Hill		6.80	82.15
Ezra Morgal	December, 1888	16.10	
Wm. Kirby		3.30	
Geo. B. F. Walter		14.50	
Theo. Brashears		11.50	
Wm. Ready		11.30	
Emma Morgal		10.00	66.90
Ed. Tarman	January, 1889	15.00	
J. L. Morgal		15.00	
Wm. Ready		4.20	
Wm. Boswell		2.80	37.00
M. Wood	February, 1889	12.10	
Ed. Tarman		15.00	
Wm. Boswell		15.55	
Milton Ward		13.25	
Wm. Ready		16.55	
C. W. Wood		17.25	
F. S. Mead		30.00	
J. L. Morgal		15.00	
George Bargas		4.05	138.75
Richard Ward	March, 1889	25.30	
J. L. Morgal		15.00	
George Bargas		11.60	
D. Walters		11.35	
E. Bissett		9.90	
Ezra Morgal		18.80	91.95
Wm. Boswell	April, 1889	16.30	
Wm. Ready		1.80	
Geroge Reynolds		20.00	38.10
Lorenzo Hill	May, 1889	16.30	
Exra Morgal		20.70	
Lorenzo Hill		3.50	
Ezra Morgal		19.90	60.10
Ezra Morgal	June, 1889	4.30	

\$ 890.56

*Nordlinger, Wolf-2.*

DISTRICT OF COLUMBIA, ss:

Wolf Nordlinger on oath says that he is a resident of said District; that the Chesapeake and Ohio Canal Company, a body corporate under the laws of the State of Maryland, was on the several dates mentioned in the annexed Bill of Particulars indebted to the several persons in the several amounts mentioned therein for labor performed in and about the works of, and material furnished to said Company; that said debts are evidenced in writing signed by the officers and agents of said Company, and are what are popularly known as "Canal Time" or "orders"; that thereafter all of said debts were regularly, in the due course of business and for value, assigned to said affiant, of which assignments said Company had due notice, and to which assignments said company in every instance assented; that the total of said debts is \$890.56; that said sum of \$890.56 has not been paid in whole or part by said Company or by anyone else for said Company; that the said sum of \$890.56 is justly due and payable by said Company to said affiant with interest exclusive of all set-offs and just grounds of defense.

WOLF NORDLINGER.

Subscribed and sworn to before me in said District on the 10th day of October, A. D. 1891.

(N.P. SEAL)

CHAS. W. EDMONSTON  
Notary Public.

*Nordlinger, Wolf-3.*

DISTRICT OF COLUMBIA, ss:

On this Twenty-first day of August, in the year of our Lord one thousand eight hundred and ninety-five, before me, the subscriber, a Notary Public in and for the District aforesaid, personally appeared Wolf Nordlinger, and made oath on the Holy Evangely of Almighty God that the attached account is just and true, and that he has not, directly or indirectly, to his knowledge, received any part or parcel of the money charged as due by such account, nor any security or satisfaction for the same.

W. NORDLINGER.

Subscribed and sworn to before me,

(N.P.SEAL)

L. S. Frey

Notary Public,  
D. C.

Laurel, Md.  
Aug.21st, 1900

I hereby certify that the within list of certificates issued by the bosses of the Chesapeake & Ohio Canal Co. were correct and corresponded with the rolls on the date of their issue and I have no knowledge of their having been paid since--and am sure they have not, or the holder, Mr. Wolf Nordlinger, would not still have these certificates in his possession.

STEPHEN GAMBRILL  
former Prest. C.&O. C.Co.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true copy of claim filed in No. 4191 and 4198 Equity consolidated in the Circuit Court for Washington County, the same having been filed Aug.25, 1900.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Washington County this 24 day of *May* A. D. 1928.

*Edward Oswald* Clerk.

BALTIMORE

OFFICE SUPPLY CO.

No. 4191 and 4198 Equity.

"Exhibit Claim of Laura V.  
Deck", wife of Frank Fisher"

*Filed June 20 1929*

*Deck, Mrs. Laura V.  
(formerly wife of Frank Fisher)*

DISTRICT OF COLUMBIA, ss:

On this 23rd day of August, in the year of our Lord one thousand and nine hundred, (1900), before me, the subscriber, a Justice of the Peace in and for the District, personally appeared Mrs. Laura V. Deck, the wife formerly of Frank Fisher and made oath in due form of law as follows:

Exhibiting a copy of an account against the Chesapeake and Ohio Canal Company purporting to be furnished by D. W. Snowden Augt 6, 1889---which account is as follows

1888	April . . . . .	\$ 4.00
"	August . . . . .	2.00
1889	March . . . . .	65.00
"	March . . . . .	20.50
	April . . . . .	65.00
	May . . . . .	69.50
	June . . . . .	<u>65.00</u>
	Total	\$ 291.00

MRS. LAURA V. DECK former wife Frank Fisher P.O. address Canal Road, Wash. D. C.

Subscribed and sworn to before me, on the day and year first above written.

OLIVER P. JOHNSON (SEAL)  
Justice of the Peace.

(Filed Aug. 25, 1900)

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true copy of claim filed in No. 4191 and 4198 Equity consolidated in the Circuit Court for Washington County, the same having been filed August 25, 1900.

A.D. 1928

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the Seal of the Circuit Court for Washington County at Hagerstown, this 24 day of *May*, A.D. 1928.

*Edward Oswald* Clerk.

No. 4191 and 4198 Equity.

"Exhibit Claim of Levi Houser"

*Filed June 20 1929*

Houser, Levi.

Stephen Gambrell, President.  
P.O. Address-Laurel, Md.

Spencer Watkins,  
Treasurer.

PRESIDENT'S OFFICE

CHESAPEAKE AND OHIO CANAL COMPANY

Georgetown, D.C., Jany. 13, 1890.

Mr. Levi Houser,  
Dear Sir:

Enclosed find statement of your time as taken from  
the unpaid Rolls on file in this office,

Yours respectfully  
D. W. Snowden.

August 1888	\$ 20.00
Sept "	20.00
Nove. "	20.00
Dec. "	20.00
Jany 1889	15.00
Febby "	15.00
March "	15.00
April "	20.00
May "	20.00
June "	20.00

State of Maryland, Montgomery County, to-wit:-

I hereby certify that on this 16th day of August, in  
the year nineteen hundred, before the Subscriber, a Justice of the  
Peace of the State of Maryland, in and for Montgomery County, per-  
sonally appeared Levi Houser and made oath in due form of law that  
the annexed account is just and true as stated, and that he has not  
received, either directly or indirectly any part or parcel of the  
money so stated to be due or any security or satisfaction of the  
same.

JOHN B. BREWER  
Justice of the Peace.

STATE OF MARYLAND, MONTGOMERY COUNTY, Set:

I hereby certify, That John B. Brewer Esquire, before  
whom the annexed affidavit was made, and who has thereto subscribed  
his name, was, at the time of so doing, a Justice of the Peace of  
the State of Maryland in and for Montgomery County, duly appointed,  
commissioned and sworn, and authorized by law to take acknowledg-  
ments, and administer oaths, and to exercise the jurisdiction con-  
ferred by law on such Justice, and further that I am well acquainted  
with the hand writing of such Justice, and that the signature  
attached thereto, purporting to be his, I believe to be genuine.

(Seal).

IN TESTIMONY WHEREOF, I have hereunto  
subscribed my name and affixed the Seal  
of the Circuit Court for Montgomery  
County this 16th day of August, A.D. 1900.

THOMAS DAWSON  
Clerk of the Circuit Court for Montgomery County.

I hereby certify that at the time the claims of Levi  
Houser set out in the above statement accrued, I was the President  
of the Chesapeake and Ohio Canal Company, and I further certify  
that the same are correct, due and unpaid.

STEPHEN GAMBRILL

Amt. \$185.00.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true copy of  
claim filed in No. 4191 and 4198 Equity consolidated in the Circuit  
Court for Washington County, the same having been filed Aug. 20, 1900.

IN TESTIMONY WHEREOF, I hereunto subscribe  
my name and affix the seal of the Circuit  
Court for Washington County at Hagerstown  
this 24<sup>th</sup> day of May A.D. 1928.

Edward Oswald Clerk.

No. 4191 and 4198 Equity.

"Exhibit Claim of Thomas W. Davis"

*Filed June 20 1929*

Davis, Thomas H.

DISTRICT OF COLUMBIA, ss:

On this 23rd day of August, in the year of our Lord one thousand nine hundred (1900), before me, the subscriber, a JUSTICE OF THE PEACE, in and for the District, personally appeared Thos. W. Davis (P.O. #1070 Jefferson St. N.W., Wash. D.C.) and made oath in due form of law as follows: That the vouchers made out and signed by W. G. Connell, Boss - are as follows and unpaid:

Voucher No. 108	-	May 2, 1884	\$ 40.00
" "	109	" " "	20.00
" "	110	" " "	20.00
" "	111	" " "	20.00
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Voucher No. 256	April 22, 1885		40.00
" "	257	" " "	30.00
" "	258	" " "	30.00
Total			\$ 200.00

And that this above numbered vouchers are true as delivered by the Chesapeake and Ohio Canal Company's agent aforesaid.

his  
THOMAS W. X DAVIS  
mark

Subscribed and sworn to before me, on the day and year first herein above written.

OLIVER P. JOHNSON (seal)  
Justice of the Peace

(Filed Aug. 24, 1900)

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true copy of claim filed in No. 4191 and 4198 Equity consolidated in the Circuit Court for Washington County, the same having been filed August 24, 1900.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the Seal of the Circuit Court for Washington County at Hagerstown, this 22<sup>nd</sup> day of March, A.D. 1929.

Edward Connell Clerk.

No. 4191 and 4198 Equity.

"Exhibit Claim of Thomas J.  
Lemen"

*Filed June 20 1929*

Williamsport, Maryland,

August 15, 1895.

Thomas J. Lemen,

Sam Morary Canal time February 1886	\$15.00	
Interest	8.55	
Total	<u>23.55</u>	15 <sup>00</sup>
Same June 1888	20.00	20 <sup>00</sup>
Interest	8.47	945
Total	<u>28.47</u>	1540

RICHARD HERLEY, Canal time.

1887 December	\$9.45	interest	\$4.55	
1888 April	15.40	"	6.90	
" May	19.60	"	8.77	

7945

Probate.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

On this 21st day of August, in the year of our Lord nineteen hundred before me, the subscriber, one of the Justices of the Peace in and for said County personally appeared Thomas J. Lemen and made oath in due form of law that the above account is just and true and that he hath not directly or indirectly received (to his knowledge) any part or parcel of the money charged as due by such account, or any security or satisfaction for the same.

Sworn before

ERNEST HOFFMAN

J. P.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true copy of claim filed in No. 4191 and 4198 Equity consolidated in the Circuit Court for Washington County, the same having been filed before September 1, 1900.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of the Circuit Court for Washington County at Hagerstown this 22 day of March, A.D. 1929.

Edward Oswald Clerk.

No. 4191 and 4198 Equity.

"Exhibit Claim of William T.  
Jones"

*Filed June 20 1929*

Jones - William J.

CHESAPEAKE & OHIO CANAL CO.

	To	WM. T. JONES		DR.	
1888					
Aug.	To	Certificate this month	(No. 213)		16.10
1889					
Jun. 8	"	"	Jan. '89	No. 7	1.00
"	"	"	Feb. "	" 8	11.90
"	"	"	March "	" 9	17.50
"	"	"	Apr. "	" 10	16.40
"	"	"	May "	" 11	14.15
"	"	"	June "	" 12	7.70
					84.75

Sworn to before the subscriber, one of the Justices of the Peace of the State of Maryland in and for Montgomery County this 31st day of August in the year of our Lord Eighteen hundred and Ninety five.

JONATHAN TALBOTT J.P.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true copy of claim filed in No. 4191 and 4198 Equity consolidated in the Circuit Court for Washington County, the same having been filed Aug. 31, 1900.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Washington County at Hagerstown, this 24<sup>th</sup> day of May, A. D. 1928.

Edward Oswald Clerk.

No. 4191 and 4198 Equity.

*Wm King*  
"Exhibit Claim of ~~Mary E.~~  
~~Newgent~~"

*Filed June 20 1929*

Time of William King on Canal as furnished by D. W. Snowden,  
August 6, 1889.

1889 February	\$10.00
March	30.00
April	30.00
May	30.00
June	30.00
	<hr/>
	130.00

MARY E. NEWGENT,  
Conduit Road, D. C.

DISTRICT OF COLUMBIA, ss:

Personally appeared Mary E. Newgent, and being duly sworn, says; that the above named William King was her husband at the time the above services were rendered and that the statement above made is true and correct in what it purports to state as to the sum of \$130.00 due her (my) said husband and that William King died in September in the year 1892.

OLIVER P. JOHNSON N. P.

(Filed August 20, 1900)

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true copy of claim filed in No. 4191 and 4198 Equity consolidated in the Circuit Court for Washington County, the same having been filed August 20, 1900.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of the Circuit Court for Washington County at Hagerstown this 22 day of March, A.D. 1929.

*Edward Oswald* Clerk.

BALTIMORE  
OFFICE SUPPLY CO.

No. 4191 and 4198 Equity.

"Exhibit Claim of George L.  
Scaggs"

*Filed June 20 1929*

DEWITT J. MCGEE

OLDFIELD SUBSTITUTION CO.

Berwyn, Prince George's Co. Md.  
August 13, 1900.

The Chesapeake and Ohio Canal Co.,

to George L. Scaggs, Dr.

As asst. lock tender from

1888 April to December inclusive	9 months		
1889 March to may inclusive	<u>3</u> "		
	Total time	12 months	
at \$30.00 per month	\$ 360.00		360.00
October 1, 1888, cash received on acct.	60.00		
November 21, " " " " "	<u>30.00</u>		
Total amount received " "	90.00		<u>90.00</u>
	Total amount balance due		\$270.00
To amount received and total balance due			\$270.00

Personally appeared before me, the subscriber, George L. Scaggs, who being duly sworn in due form of law, states the above account as stated is true and correct.

JOHN T. BURCH,  
Justice of the Peace for the State  
of Maryland and for Prince  
George's County.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true copy of claim filed in No. 4191 and 4198 Equity consolidated in the Circuit Court for Washington County, the same having been filed before September 1, 1900.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of the Circuit Court for Washington County at Hagerstown this 22<sup>nd</sup> day of March, A.D. 1929.

Edward Oswald Clerk.

No. 4191 and 4198 Equity.

"Exhibit Claim of John Dugan"



*Filed June 20 1929*

DISTRICT OF COLUMBIA, ss:

On this Fourteenth day of August, in the year of our Lord one thousand nine hundred, before me, the subscriber, a Notary Public in and for the District aforesaid, personally appeared John Dugan, and made oath on the Holy Evangely of Almighty God that the attached accounts are just and true, and that he has not, directly or indirectly, to his knowledge, received any part or parcel of the money charged as due by such account, nor any security of satisfaction for the same.

JOHN DUGAN

Subscribed and sworn to before me,

L. S. FREY,  
Notary Public.  
D. C.

Washington, D. C. August 13, 1900.

Chesapeake and Ohio Canal Co.

To JOHN DUGAN, Dr.

Oct. 10, 1891	To Freight on iron	7.62	
" "	" Hauling from Depot	6.50	
" 27 "	" Freight on car No. 7418 of iron	10.05	
" " "	" Hauling iron from Depot	7.50	
	Received Payment		\$ 31.67
Feb. 1886			19.00
April, 1887			29.75
Nov. 1886			21.50
Mch. 1887			17.50
June, 1887			26.00
Aug. 1887			28.00
Sept, 1887			22.00
Oct. 1887			23.00
Dec. 1889			7.00
Jan. 1888			16.00
			\$ 241.42

Washington, D. C. August 13, 1900

Chesapeake and Ohio Canal Co.

To JOHN DUGAN, Dr.

Jan 2nd 1888	horse & buggy for Bissett to G. Falls	4.00	
" 11 "	" " " " Telephone man " "	4.00	
" 17 "	" " " " Bissett to Dam	2.00	
" 24 "	Double team for Fisher to Falls	6.00	
	Received Payment		16.00

Washington, D. C. August 13, 1900.  
Chesapeake & Ohio Canal Co.

To JOHN DUGAN, Dr.

Dec 11 1889	horse and buggy	2.50	
" 23 "	" " "	2.00	
Jan. 2 1890	" " "	<u>2.50</u>	
	Received Payment		\$ 7.00

Washington, D. C. August 13, 1900

Chesapeake & Ohio Canal Co.

To JOHN DUGAN, Dr.

Oct. 1st 1887	Double team to Bissett to Seneca	5.00	
" 2 "	" " " " " "	5.00	
" 13 "	horse & buggy for " " Dam	2.00	
" 17 "	" " " " Fisher to S. Lock	3.00	
" 22 "	" " " " Bissett to Lock	2.00	
" 28 "	Team for Fisher & " to G. Falls	<u>6.00</u>	
	Received payment		\$23.00

Washington, D. C. August 13, 1900

Chesapeake and Ohio Canal Co.

To JOHN DUGAN, Dr.

Sept 1st 1887	horse & buggy to Bissett to Dam	2.00	
" 6 "	" " " " to Telephone man to Seneca	6.00	
" 8 "	" " " " Fisher to G. Falls	4.00	
" 12 "	Carriage for Gambrill	2.00	
" 14 "	horse & buggy for Fisher to Dam	2.00	
" 19 "	" " " " Gambrill to G. Falls	4.00	
" 23 "	" " " " Bissett to Dam	<u>2.00</u>	
	Received Payment		\$ 22.00

Washington, D. C. August 13, 1900

Chesapeake & Ohio Canal Co.

To JOHN DUGAN, Dr.

Aug. 1st 1887	Horse & buggy for Fisher to Dam	2.00	
" 5 "	" " " " Bissett to S Lock	3.00	
" 9 "	" " " " Fisher to G. Falls	4.00	
" 12 "	" " " " Bissett to Dam	2.00	
" 19 "	" " " " Fisher " "	2.00	
" 23 "	" " " " Bissett to G. Falls	4.00	
" 26 "	" " " " Fisher to S Lock	3.00	
" 29 "	Carriage hire to Gambrill	2.00	
" " "	Horse & Surrey to Col Boughman	2.00	
" 30 "	" " " " " " "	<u>4.00</u>	
	Received Payment		\$ 28.00

Washington, D. C. August 13, 1900.

Chesapeake and Ohio Canal Co.

To JOHN DUGAN, Dr.

June 2, 1887	To horse & buggy for Fisher to G. Falls	4.00	
" 7,	" " " " " " " " Dam	2.00	
" 11,	" " " " " " " " Bissett to S Lock	3.00	
" 17,	" " " " " " " " Fisher to Dam	2.00	
" 20,	" " Carriage hire to Gambrill	4.00	
" 24,	" " horse & buggy to Riley	3.00	
" 29	" " " " " " for telephone man to Seneca	4.00	
" 30	" " " " " " " " E. Terry	<u>4.00</u>	
	Received Payment		\$ 26.00

Washington, D. C. August 13, 1900.

Chesapeake and Ohio Canal Co.

To JOHN DUGAN, Dr.

Mch. 2	1887	Horse & buggy for Bissett to Dam	2.00
" 4	"	" " " " Fisher " "	2.00
" 8	"	" " " " Bissett " G. Falls	4.00
" 11	"	Hauling Rope to S. Lock	1.00
" 14	"	Wagon hire	.50
" 15	"	" "	.50
" 16	"	" "	.50
" 17	"	" "	.50
" 18	"	Horse & buggy for Bissett to Dam	2.00
" 24	"	" " " " " " "	2.00
" "	"	Wagon for Gambrill to Depot	1.50
" 28	"	" hire	.50
" 29	"	" "	.50
Received Payment			\$17.50

Washington, D. C. August 13, 1900

Chesapeake and Ohio Canal Co.

To JOHN DUGAN, Dr.

Nov. 1st	1886	horse & buggy to Fisher up Canal	3.50
" 6	"	" " " " to Bissett to Dam	2.00
" 8	"	" " " " & Driver to Telegraph Office	2.50
" 9	"	Taking telegraph to Watkins	3.00
" 19	"	horse & buggy for Fisher to G. Falls	4.00
" 22	"	Hauling from Depot	2.50
" 26	"	Horse & Buggy for Fisher to Dam	2.00
" 30	"	Carriage hire to Gambrill	2.00
Received Payment			\$ 21.50

Washington, D. C. August 13, 1900

Chesapeake & Ohio Canal Co.

April 1st,	1887	Hauling tools for Riley	.75
" "	"	Wagon Hire	.50
" 4	"	Horse & buggy for Fisher to G. Falls	4.00
" 7	"	" " " " Bissett to Dam	2.00
" 8	"	" " " " Fisher to Seven Locks	2.50
" 11	"	" " " " Bissett to Dam	2.00
" 14	"	Towing scow to Seven Locks	3.00
" "	"	Wagon hire	.50
" 15	"	" "	.50
" 18	"	" "	.50
" 19	"	" "	.50
" "	"	Surrey hire to Fisher	2.00
" 20	"	Wagon hire	.50
" 21	"	" "	.50
" 22	"	" "	.50
" 25	"	" "	.50
" 26	"	Horse & buggy for Bissett to S. Locks	3.00
" "	"	Wagon hire	.50
" 27	"	horse & buggy for Fisher to G. Falls	4.00
" "	"	Wagon Hire	.50
" 28	"	" "	.50
" 29	"	" "	.50
Received Payment			\$ 29.75

Washington, D. C. August 13, 1900  
Chesapeake and Ohio Canal Co.

To JOHN DUGAN, Dr.

Feb. 2	1886	Horse & buggy for Bissett to Dam	2.00
" 9	"	" " " " Fisher to G. Falls	4.00
" 18	"	" " " " " " S. Locks	3.00
" 25	"	" " " " " " G. Falls	4.00
" "	"	Hauling tolls to Seven Locks	1.00
" 26	"	Horse & buggy for Bissett to Dam	3.00
" 28	"	" " " " " " " "	2.00
			Received Payment \$19.00

(Filed August 15, 1900)

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true copy of claim filed in No. 4191 and 4198 Equity consolidated in the Circuit Court for Washington County, the same having been filed August 15, 1929.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Washington County at Hagerstown this 22 day of March, A.D. 1929.

Edward Oswald Clerk.

BALTIMORE

OFFICE SUPPLY CO.

NOS. 4191 and 4198 Equity  
Consolidated Causes

Report of Surviving  
Trustees

Filed May 13, 1930.

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

George S. Brown et al.,  
Trustees,

vs.

The Chesapeake and Ohio Canal Company et al.

Nos. 4191 and 4198  
Consolidated Causes.

Report of George A. Colston and Herbert R. Preston,  
Surviving Trustees.

To the Honorable

the Judges of the Circuit Court for Washington County:

In accordance with decree of this Court entered on the Twenty-seventh day of December, 1905, the undersigned Trustees respectfully report to the Court their receipts and disbursements for the year ended December 31, 1929, as such Trustees, and file herewith and make a part hereof the following statements and accounts:

1. Statement of receipts and disbursements for the year ended December 31, 1929.
2. Statement of profit and loss account, December 31, 1929.
3. Balance sheet, December 31, 1929.

As reported by the Trustees, they had considered opening the Canal as far as Williamsport for the season of 1929, but they were not able to secure any assurance that there would be sufficient traffic to justify the expense of putting the Canal in condition. Negotiations were entered into this year with the expectation of being able to resume operation as far as Williamsport for the season of 1930, and the Trustees had reason to believe that this could be accomplished. They had careful examination made of the cost of resuming operation to Williamsport, and also of having con-

tracts for delivery of coal to that point which would have justified the expenditure. They were again disappointed in not being able to secure such contracts, but if there is a change in the coal situation the Trustees may later be able to secure sufficient traffic to justify opening the Canal as far as Williamsport.

The cost of putting the Canal in operation would not be great. The Canal itself is in fair condition, and the cost of dredging out the bars which form every winter and restoring the tow path would not be much in excess of the amount which has to be expended every year for this purpose. There would be some considerable expenditure required in the matter of the lock gates and lock tender houses, and a very considerable expense in arranging for a new wharf at Cumberland. The total of all these expenditures would not be more than would be justified, provided the traffic which the Trustees thought could be secured this season had been secured or can be secured later.

Respectfully submitted,

*H. R. Preston*  
*George A. Coulter*

Surviving Trustees.

State of Maryland            to wit:  
 City of Baltimore

On this *9th* day of May, 1930, personally appeared Herbert R. Preston, who, being duly sworn, did depose and say that the matters and facts set out in the foregoing report are true to the best of his knowledge and belief.

*Geo. W. Haulenbeck*

Notary Public.

My Commission  
 expires

*May 4, 1931-*

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
RECEIPTS AND DISBURSEMENTS FOR YEAR ENDED DECEMBER 31, 1929.

Balance January 1, 1929, \$ 6,564.84

RECEIPTS:

Earnings	\$33,891.21	
Received from Chesapeake and Ohio Transportation Company to cover deficit in operation	<u>17,646.90</u>	<u>\$51,538.11</u>
Gross Receipts		\$58,102.95

DISBURSEMENTS:

Operating expenses		<u>\$51,538.11</u>
		\$ 6,564.84

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
PROFIT AND LOSS ACCOUNT, DECEMBER 31, 1929.

Balance, January 1, 1929,

\$ 6,564.84

EARNINGS:

Rents, water	\$25,527.80
Rents, houses and lands	<u>8,363.41</u>
Total Earnings	\$33,891.21

EXPENSES:

Operating expenses	\$51,538.11
Loss from operation for year	17,646.90
From Chesapeake and Ohio Transportation Company	<u>17,646.90</u>

\$ 6,564.84

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
BALANCE SHEET FOR THE YEAR ENDED DECEMBER 31, 1929.

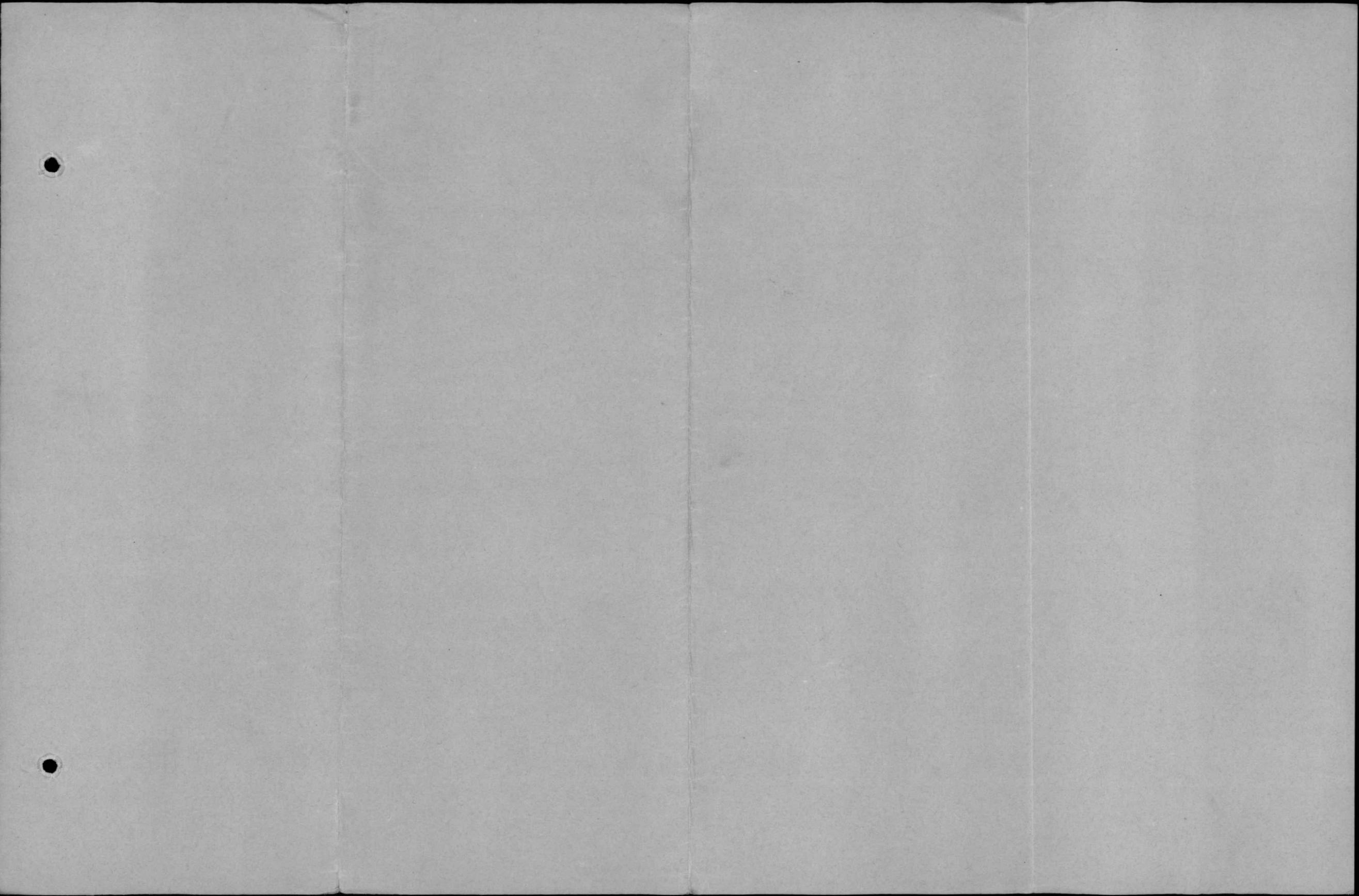
BONDS OF 1878.

ASSETS

Bonds of 1878 acquired	\$132,500.00	
Farmers and Merchants National Bank, Baltimore, to meet out- standing coupons and interest as per Court's order	858.78	
Interest accrued from August 30, 1912, to December 31, 1929	<u>137,827.57</u>	\$271,186.35

LIABILITIES

Purchase money unpaid Bonds of 1878	\$132,500.00	
Outstanding coupons Bonds of 1878	750.00	
Interest on outstanding coupons, Bonds of 1878	108.78	
Interest accrued on unpaid purchase money; August 30, 1912, to December 31, 1929	<u>137,827.57</u>	\$271,186.35





land believed to be owned by the Canal Company will be deposited in Court until a settlement can be arrived at between the Canal Company and the individual owners.

The Trustees believe that this is an advantageous price for the property, and that the controversy as to title can be settled by agreement or suit better than by attempting to have the question determined in the condemnation case.

The Trustees, therefore, request authority to accept the offer of the Government and make a deed, in which the individual owners will unite, for all of the property, and will obtain an order from the Supreme Court of the District of Columbia, approving such action.

And your petitioners will ever pray, etc.

*Keedy and Lane*  
Solicitors

*H. R. Preston*  
*George A. Weston*

Trustees.

State of Maryland                      to wit:  
City of Baltimore

On this *16<sup>th</sup>* day of *December*, 1930, personally appeared H. R. Preston, and made oath in due form of law that the matters and facts stated in the foregoing petition are true to the best of his knowledge, information and belief.

*J. Ronald Horsey*  
Notary Public.

No 4191-4198 Consolidated  
Cases.

Petition of H. R. Preston  
& Geo. A. Calston, Surviving  
Trustees to sell certain  
Property situated in  
Washington D. C. &  
Order of Court thereon

Filed Dec. 18, 1930

O R D E R

IT IS ORDERED this *18<sup>th</sup>* day of *December*, 1930,  
that H. R. Preston and George A. Colston, Trustees, are  
hereby authorized to unite with other owners claiming an  
interest therein in the sale and conveyance to the United  
States Government of portions of Square 1, Lots 5 and 6,  
in Washington, D.C., described as follows:

All that part of Lot 5 in said Square 1 which  
lies on the western side of a straight line drawn  
from a point at the end of 4 feet measured north-  
eastwardly on the southeastern line of said lot  
from the northeastern line of Virginia Avenue to  
a point at the end of 26 feet measured east from  
the east line of 28th Street West on the north  
line of said Lot 5; and all that part of Lot 6  
in said square 1 which lies on the western side of  
a straight line drawn from a point at the end of  
10 feet measured east on the north line of said  
Lot 6 from the east line of 28th Street to a point  
at the end of 26 feet measured east from said 28th  
Street on the south line of said Lot 6.

at not less than \$1.45 per square foot, and that said Trustees  
are authorized to deposit said money in Court to await a  
determination of the claim of ownership by individual owners  
claiming an interest therein either by agreement or by adju-  
dication.

*Frank G. Magowan*

Judge.

No 4191 & 4198

Consolidated Cases

George S Brown et al  
vs

The Chesapeake and Ohio  
Canal Company

Petition for authority by  
the Duvvring Trustees to  
grant an easement to  
the Maryland Gas Transmission  
Company and Order of  
Court thereon.

Mosewald, Clerk;

Please file etc.

Sam Ballentine & Nish  
Solicitors

Filed April 13, 1931

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

.....  
George S. Brown et al.,  
vs.  
The Chesapeake and Ohio Canal Company  
.....

:  
:  
:  
: Nos. 4191 and 4198  
: Consolidated Causes.  
:

PETITION OF H. R. PRESTON AND GEORGE A COLSTON, TRUSTEES.

To the Honorable, the Judge of said Court:

Application has been made to your petitioners by Maryland Gas Transmission Corporation for a grant of the right to lay and maintain ten pipe lines under the Chesapeake and Ohio Canal at a point in Montgomery County, Maryland, about 139 feet east of the mouth of Watts Branch, for which the Maryland Gas Transmission Corporation has offered to pay \$500. Said pipe lines will be laid not less than three feet below the bed of the Canal and concrete walls will be constructed on either side of said pipe lines to prevent any damage to the Canal. Said Company has also requested the right to construct a telephone or telegraph line across the Canal at this point. Your petitioners believe that the construction of said pipe lines and telephone or telegraph line will not in any way affect the use and operation of said Canal, and request the authority of the Court to grant an easement therefor.

*Sam Ballentine + Wisk*  
*Solicitors*

*Wm R. Preston*  
*George A. Colston*

Trustees.

ORDERED this 13<sup>th</sup> day of *April*, 1931, that the grant of an easement to Maryland Gas Transmission Corporation as set forth in the above petition is hereby authorized.

*Frank H. Wagoner*

Judge.

1931

No 4191 } Equity  
No 4198 } Equity

Trustees Report

Filed June 24, 1931



State of Maryland  
City of Baltimore

to wit:

On this *23<sup>rd</sup>* day of June, 1931, personally appeared before me Herbert R. Preston, who, being duly sworn, did depose and say that the matters and facts set out in the foregoing report are true to the best of his knowledge and belief.

*J. Ronald Horsey*  
Notary Public.

My Commission expires *May 1, 1933.*

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
RECEIPTS AND DISBURSEMENTS FOR YEAR ENDED DECEMBER 31, 1930.

Balance, January 1, 1930 \$6,564.84

RECEIPTS:

Earnings \$41,692.39

Received from  
Chesapeake and Ohio  
Transportation Company  
to cover deficit in  
operation

4,732.42

46,425.81

Gross Receipts

\$52,990.65

DISBURSEMENTS:

Operating expenses

46,425.81  
\$ 6,564.84

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY

PROFIT AND LOSS ACCOUNT, DECEMBER 31, 1930.

Balance, January 1, 1930

\$6,564.84

EARNINGS:

Rents, water	\$25,527.80
Rents, houses and lands	<u>16,164.59</u>
Total Earnings	\$41,692.39

EXPENSES:

Operating expenses	\$46,425.81
Loss from operation for year	4,733.42
From Chesapeake and Ohio Transportation Company	<u>4,733.42</u>

\$6,564.84

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
BALANCE SHEET FOR THE YEAR ENDED DECEMBER 31, 1930.

BONDS OF 1878.

ASSETS.

Bonds of 1878 acquired	\$132,500.00	
Farmers & Merchants National Bank, Baltimore, to meet outstanding coupons and interest as per Court's order	858.78	
Interest accrued from August 30, 1912, to December 31, 1930	<u>145,777.57</u>	\$279,136.35

LIABILITIES.

Purchase money unpaid Bonds of 1878	\$132,500.00	
Outstanding coupons, Bonds of 1878	750.00	
Interest on outstanding coupons, Bonds of 1878	108.78	
Interest accrued on unpaid purchase money, August 30, 1912, to December 31, 1930	<u>145,777.57</u>	\$279,136.35

*Nos. 4191 AND 4198*

PETITION FOR AUTHORITY BY THE  
SURVIVING TRUSTEES TO GRANT MD.  
STATES ROADS COMMISSION RIGHT  
TO CONSTRUCT BRIDGE OVER CANAL  
AND ORDER OF COURT THEREON.

*Filed Aug. 24 1931.*

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY.

.....  
George S. Brown et al.  
vs.  
The Chesapeake and Ohio Canal Company  
.....

:  
:  
Nos 4191 and 4198  
:  
Equity  
:  
Consolidated Causes.  
:

To the Honorable, the Judges of said Court:

The petition of Herbert R. Preston and George A. Colston respectfully shows:

That the Maryland State Roads Commission has made application to the Trustees for the privilege of constructing a bridge over the Chesapeake and Ohio Canal as a part of the improved highway now being constructed between Paw Paw, West Virginia, and Oldtown, Allegany County, Maryland. The bridge will be a single span steel truss bridge supported on concrete masonry abutments, giving a clearance of 86 feet between the interface of the abutments and a vertical clearance of 14 feet above the level of the water in the Canal when the Canal is full, which will be built at the entire expense of the State and will not in any way affect navigation upon the Canal.

Your petitioners, therefore, ask the approval of the Court to a grant to the State of Maryland of a right to construct and maintain this bridge.

HERBERT R. PRESTON AND GEORGE A. COLSTON  
By TRUSTEES

*Herbert R. Preston*  
Trustee.

*Sam Ballentine*  
*Solicitor*

State of Maryland  
City of Baltimore

to wit:

On this *21st* day of August, 1931, before me, the subscriber, a notary public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Herbert R. Preston, one of the Trustees of the Chesapeake and Ohio Canal Company, and made oath in due form of law that the matters and facts stated in the foregoing petition are true to the best of his knowledge, information and belief.

*My Commission  
Expires May 1, 1933.*

*J. Ronald Horsey*  
Notary Public.

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

.....	:	
	:	
George S. Brown et al.	:	Nos 4191 and 4198
	:	
vs.	:	Equity
	:	
The Chesapeake and Ohio Canal Company	:	Consolidated Causes
.....	:	

ORDER.

This cause coming on to be heard upon the petition of Herbert R. Preston and George A. Colston, Trustees, heretofore appointed in this case, asking authority to execute an indenture to the State of Maryland

IT IS ORDERED this 24<sup>th</sup> day of August, 1931, that Herbert R. Preston and George A. Colston, Trustees, are hereby authorized to grant to the State of Maryland the right to construct and maintain a bridge over the Chesapeake and Ohio Canal at a point opposite Paw Paw, West Virginia, as prayed in the above petition.

*Frank E. Buchanan*

Nos. 4191<sup>and</sup> 4198 Equity  
Consolidated Canal  
Cases.

Petition for Authority  
to Convey Certain  
Property to Harpers  
Ferry Paper Co.

Filed May 2, 1932

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

.....  
George S. Brown et al. :

vs. :

Nos. 4191 and 4198

The Chesapeake and Ohio Canal Company :  
.....

Equity  
Consolidated Causes.

To the Honorable, the Judges of said Court:

Your petitioners respectfully show

That they have agreed, subject to the approval of the Court, to convey to the Harpers Ferry Paper Company for \$10,000. cash certain property at Harpers Ferry, Washington County, Maryland, and such rights as the Canal Company and its Trustees have in the dam across the river. The title and ownership of this dam is not entirely clear. Apparently it was built by the United States for the arsenal at Harpers Ferry prior to the construction of the Canal, or at least a part of it was so built. It has been used as an intake for the Canal, and has also been used by the Harpers Ferry Paper Company for power for its mills. There is attached hereto and made a part of this petition a proposed form of deed which the Trustees are to execute if the Court approves and a plat showing the land to be conveyed on the Maryland side and the location of the dam. The deed provides for protecting the right of the Canal to take water from the river for filling the canal for the purpose of navigation as now and heretofore used, and the Harpers Ferry Paper Company will covenant that it will always keep and maintain the dam or any dam which may hereafter be built in place thereof in good condition and at not less than its present height in order to assure the Canal Company a sufficient head of water for filling the canal. Your petitioners believe that this will reserve to the Canal Company all the rights which it may require for taking water, and will relieve it of any obligation



O R D E R

ORDERED on the above petition by the Circuit Court for Washington County, Maryland, that Herbert R. Preston and George A. Colston, Trustees, are hereby authorized to execute to the Harpers Ferry Paper Company a deed of certain land at Harpers Ferry, Washington County, Maryland, and the rights of all parties to this cause in said land and said dam across the Potomac River, with the exceptions and reservations contained in said deed, substantially in the form of the deed filed with said petition, for the consideration of Ten Thousand Dollars (\$10,000.).

May 2<sup>nd</sup> 1932.

Frank E. Morgan

*Nos. 4191 + 4198 Equity*  
*Consolidated Canal*  
*Cases.* DEED

HERBERT R. PRESTON  
et al, Trustees

and

THE HARPERS FERRY PAPER  
COMPANY

*(Copy)*

DAM-HEAD TRACT  
ABOVE KEEPTRYST  
WASHINGTON COUNTY  
MARYLAND

*Filed May 2, 1932*

LAW OFFICES  
TAYLOR, HOAR & NICHOLSON  
910 GIRARD TRUST BUILDING  
PHILADELPHIA

Copy

THIS DEED made this \_\_\_\_\_ day of \_\_\_\_\_, 1932, by George A. Colston and Herbert R. Preston, surviving trustees of the Chesapeake & Ohio Canal Company, a corporation, parties of the first part, to The Harpers Ferry Paper Company, a corporation chartered under the laws of West Virginia, party of the second part:

WITNESSETH: That Whereas, by decree of the Circuit Court of Washington County, Maryland, entered on \_\_\_\_\_ 1932, in the equity cause entitled George S. Brown and others, trustees vs. Chesapeake & Ohio Canal Company and others, being numbers 4191 and 4198, consolidated equity causes on the docket of the Clerk of said Court, the said George A. Colston and Herbert R. Preston, surviving trustees as aforesaid, were authorized to grant, convey, release and quit-claim unto said The Harpers Ferry Paper Company, in consideration of the sum of Ten Thousand Dollars (\$10,000.), and the covenants hereinafter contained, the property and rights hereinafter described.

NOW THEREFORE in pursuance of said decree and in consideration of the payment of the said sum of Ten Thousand Dollars (\$10,000.) to said trustees by said The Harpers Ferry Paper Company, receipt of which is hereby acknowledged, and the covenants hereinafter contained, the said George A. Colston and Herbert R. Preston, surviving trustees of said Chesapeake and Ohio Canal Company, do hereby grant, convey, release and quit-claim unto the said The Harpers Ferry Paper Company, its successors and assigns forever, all the following described property and rights, to-wit:

That certain lot or parcel of land situate in Washington County, Maryland, on the Potomac River opposite the property of said Harpers Ferry Paper Company, and bounded as follows, according to recent survey, as shown on the plat hereto attached and made a part of this deed:

Beginning at a point on the bank of the Potomac River on the Maryland side on outer edge of stone wall 42 feet below the lower side of the entrance of the intake lock to the canal,

thence N. 76° 05' E. 200.7 ft. to a point on river side of intake canal embankment, thence N. 51° 20' E. 185 ft. to another point on same side of said embankment, thence N. 65° 33' E. 112.6 ft. to a point on river side of tow-path embankment of main canal, thence S. 86° 18' E. 125.3 ft. to another point on same side of said tow-path embankment, thence S. 78° 40' E. 532.9 ft. to another point same side of said tow-path embankment, said last point being 104 ft. below the old incomplete Government dam, thence S. 11° 20' W. about 50 feet to a point at low water edge of river, thence up the river at low water line with its meanders to the point of beginning, with all riparian rights and other appurtenances thereto.

Being a part of a larger tract of land (the second tract described) which Chesapeake and Ohio Canal Company acquired by Inquisition, dated July 3d, 1833, and recorded in Judgment Record No. 20, Folio 55, in the Office of the Clerk for Washington County, Maryland, aforesaid.

Also all the right, title and interest of the said Chesapeake and Ohio Canal Company, if any it has, and of the other parties mentioned in the habendum clause hereof, if any they have, in and to the dams in the river between the property above described and the property of said The Harpers Ferry Paper Company on the West Virginia side of said river, and the water power of said dams and all appurtenances thereunto belonging including backing of water above the dam as at present and diverting of water below the same.

Excepting and reserving, however, to the said Chesapeake and Ohio Canal Company, its successors and assigns, the right to maintain the guard bank and protecting walls between the Canal and the River as now constructed and used, and also to take water from the river above said upper and completed dam through its in-take canal for filling its main canal for the purpose of navigation, as now and heretofore used and enjoyed by said Canal Company, and said The Harpers Ferry Paper Company, for itself, its successors and assigns, covenants that it and they will always keep and maintain said dam, or any dam which may hereafter be built in place or lieu thereof, in good condition and at not less than its present height, in order to assure to the said Canal Company, its successors and assigns, a sufficient head of water above the same for filling its said canal as and for the purpose aforesaid, and if said The Harpers Ferry Paper Company, its successors or assigns, shall fail at any time or times to keep the same in good condition and at not less than the present height thereof, as herein covenanted, the said Canal Company, its successors or assigns, shall have the right to repair said dam, and to maintain



STATE OF MARYLAND, BALTIMORE CITY, To-wit:-

I hereby certify that on this \_\_\_\_\_ day of May, 1932, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared George A. Colston and Herbert R. Preston, the surviving Trustees of the Chesapeake and Ohio Canal Company and they each acknowledged the foregoing deed to be their respective acts as said Trustees.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal the day and year last above written.

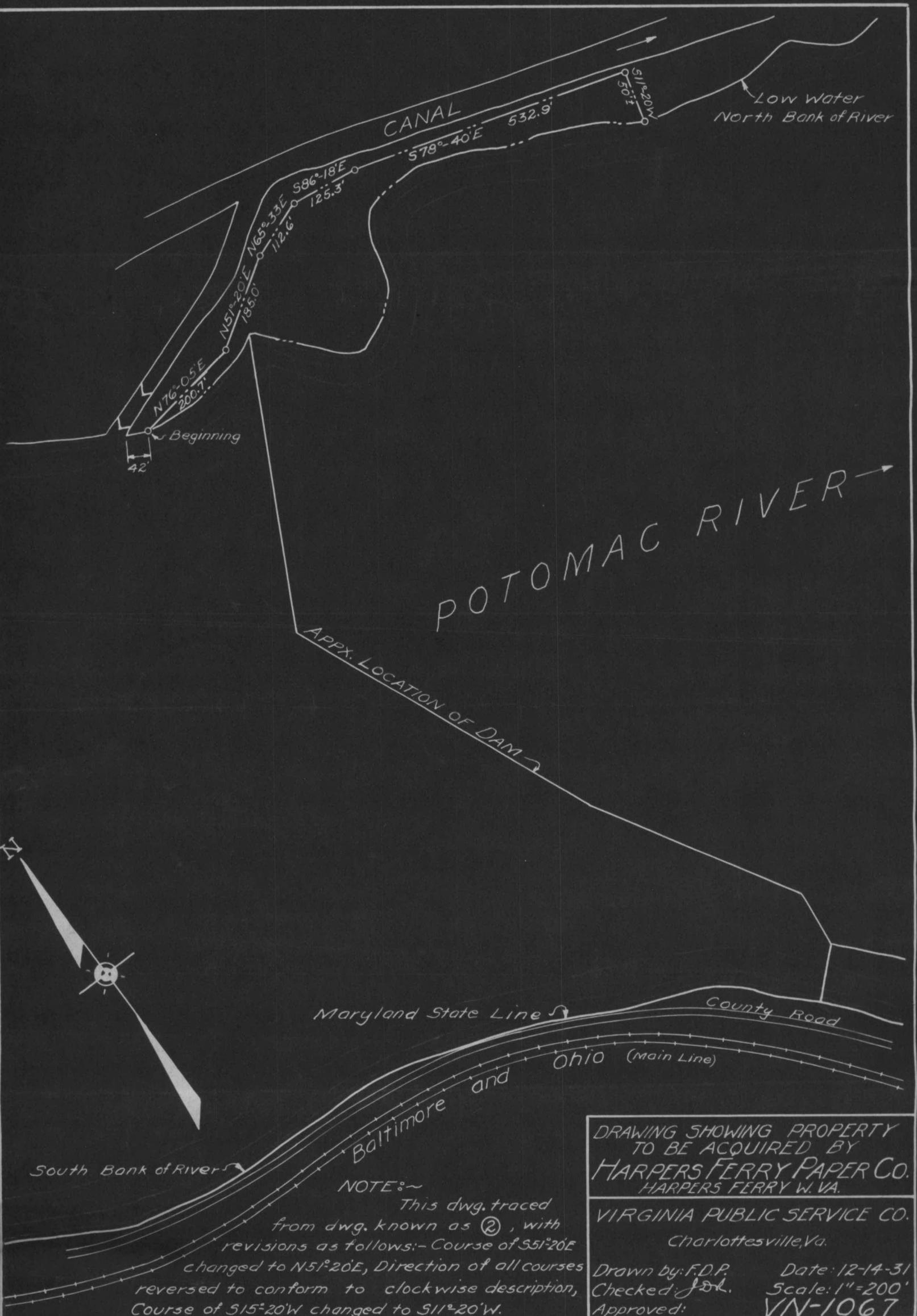
\_\_\_\_\_  
Notary Public.

STATE OF \_\_\_\_\_, \_\_\_\_\_, To-wit:

I hereby certify that on this \_\_\_\_\_ day of May, 1932, before the subscriber, a Notary Public of the State of \_\_\_\_\_, in and for \_\_\_\_\_, personally appeared \_\_\_\_\_, President of The Harpers Ferry Paper Company, a corporation, party to the foregoing deed, and acknowledged the foregoing deed to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal the day and year last above written.

\_\_\_\_\_  
Notary Public.



No 4191 & 4198  
Consolidated Canal Cases

Report of Surveying  
Trustees for year 1931

Filed June 29 1932.

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

George S. Brown et al.,  
Trustees,  
vs.  
The Chesapeake and Ohio Canal Company et al.

:  
:  
:  
:  
:  
:

Nos. 4191 and 4198  
Consolidated Causes.

---

Report of George A. Colston and Herbert R. Preston,  
Surviving Trustees.

To the Honorable

the Judges of the Circuit Court for Washington County:

In accordance with decree of this Court entered on the Twenty-seventh day of December, 1905, the undersigned Trustees respectfully report to the Court their receipts and disbursements for the year ended December 31, 1931, as such Trustees, and file herewith and make a part hereof the following statements and accounts:

1. Statement of receipts and disbursements for the year ended December 31, 1931.
2. Statement of profit and loss account, December 31, 1931.
3. Balance sheet, December 31, 1931.

Since the Trustees last report, there has been no traffic offered for transportation over the Canal. The Trustees have made only such expenditures as were necessary to prevent serious depreciation in the Canal, and have repaired several small breaks in the Canal, which did not involve serious cost, and which if not repaired might later lead to much more serious breaks. The general condition of the Canal is such that it could be put into operation without an expenditure greatly exceeding the usual expenditures which are necessary each spring in the way of clearing bars and repairing lock-gates, etc. The greatest expense which would be required to put the Canal in operation would be the rearrangement of its facilities at Cumberland and repair of lock-gates and lock-houses, but the expenditure to do this would

be justified if and when any traffic, particularly coal traffic, is in prospect. Under present conditions, the Trustees feel that they would not be justified in making any expenditures except those necessary to prevent further deterioration.

From the Profit and Loss Account it will be seen that the receipts from water rents at Georgetown and rents of houses and lands are almost sufficient to pay the operating expenses of the Trustees, and would have been more than sufficient had it not been that an adjustment of water rents was required to be made under the water leases for inability of the Trustees to furnish water during low period.

Respectfully submitted,

*Herbert R. Preston*  
*George A. Coe*

Surviving Trustees.

State of Maryland :  
: to wit:  
City of Baltimore :

On this 27<sup>th</sup> day of June, 1932, personally appeared before me Herbert R. Preston, who, being duly sworn, did depose and say that the matters and facts set out in the foregoing report are true to the best of his knowledge and belief.

*Anne Magdalena Lane*  
Notary Public.

My Commission expires May 1, 1933.

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
RECEIPTS AND DISBURSEMENTS FOR YEAR ENDED DECEMBER 31, 1931.

Balance, January 1, 1931, \$ 6,564.84

RECEIPTS:

Earnings	\$37,190.44	
Received from Chesapeake and Ohio Transportation Company to cover deficit in operation	<u>654.66</u>	<u>37,845.10</u>
Gross Receipts		\$44,409.94

DISBURSEMENTS:

Operating expenses		<u>37,845.10</u>
		\$ 6,564.84

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY

PROFIT AND LOSS ACCOUNT, DECEMBER 31, 1931.

Balance, January 1, 1931,

\$6,564.84

EARNINGS:

Rents, water	\$21,815.51
Rents, houses and lands	<u>15,374.93</u>
Total Earnings	\$37,190.44

EXPENSES:

Operating expenses	\$37,845.10
Loss from operation for year	654.66
From Chesapeake and Ohio Transportation Company	654.66

\$6,564.84

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
BALANCE SHEET FOR THE YEAR ENDED DECEMBER 31, 1931.

BONDS OF 1878.

ASSETS.

Bonds of 1878 acquired	\$132,500.00	
Farmers & Merchants National Bank, Baltimore, to meet outstanding coupons and interest as per Court's order	858.78	
Interest accrued from August 30, 1912, to December 31, 1931	<u>153,727.57</u>	\$287,086.35

LIABILITIES.

Purchase money unpaid, Bonds of 1878	\$132,500.00	
Outstanding coupons, Bonds of 1878	750.00	
Interest on outstanding coupons, Bonds of 1878,	108.78	
Interest accrued on unpaid purchase money, August 30, 1912, to December 31, 1931,	<u>153,727.57</u>	\$287,086.35

Filed Nov. 25, 1932

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

George S. Brown et al. : Nos 4191 and 4198  
vs. : Equity  
The Chesapeake and Ohio Canal Company : Consolidated Causes.

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The petition of Herbert R. Preston and George A. Colston, Surviving Trustees, respectfully represents:

That the State Roads Commission of Maryland is renewing and widening the bridge and roadway over the Canal at Hancock. A plat is hereto attached which shows the bridge and approaches as widened. The State Roads Commission has offered to pay One Thousand Dollars (\$1,000.) for the right to widen said bridge and the use of a small part of the land to widen the bridge between the Canal and the river. The present bridge has been in existence for many years, and the grant for additional width does not interfere in any way with the operation of the Canal under said bridge. The consideration is paid largely because of certain changes in some small houses which were necessary to be made in order to permit this improvement.

Your petitioners respectfully ask that they be authorized to grant the rights set forth in the proposed agreement, a copy of which is attached hereto, which permits the work to be done in accordance with the plan shown on Plat No. 421 of the State Roads Commission of Maryland.

HERBERT R. PRESTON AND GEORGE A. COLSTON,  
TRUSTEES,  
By



O R D E R

ORDERED on the above petition that Herbert R. Preston and George A. Colston, Trustees, are hereby authorized to grant to the State of Maryland the necessary rights to widen the bridge over the Chesapeake and Ohio Canal at Hancock, Maryland, in accordance with Plat No. 421 of the State Roads Commission of Maryland.

*Normal 25<sup>th</sup> 1932*

*Fred C. Hopewell*

THIS INDENTURE made this            day of            ,  
1932, between H. R. Preston and George A. Colston, Surviving  
Trustees in possession and control of the property of the  
Chesapeake and Ohio Canal Company, the First Parties, and  
the State of Maryland, the Second Party.

WITNESSETH:

That the said Trustees in consideration of the sum of  
One Thousand Dollars (\$1,000.), the receipt of which is  
hereby acknowledged, do hereby grant to the State of Maryland  
the right to renew and widen the present bridge and roadway  
over said Canal at Hancock, Maryland, as shown upon Plat  
No. 421 of the State Roads Commission of Maryland, attached  
hereto and made a part hereof, and use the land necessary  
for the widening of the road between the Canal and the Potomac  
River as shown on said plat, and also the right to use so  
much of the land and property of the Canal Company shown in  
the hatched lines on said map as may be necessary in the  
construction and maintenance of said bridge and roadway, all  
of said construction to be done so as not to interfere with  
the use of said Canal as a waterway.

WITNESS the hands and seals of the said Trustees.

(SEAL)

(SEAL)

Trustees.

WYDE H. H. H.

2  
State of Maryland :  
: to wit:  
City of Baltimore :

I hereby certify that on this        day of  
1932, before me, the subscriber, a Notary Public of the  
State of Maryland in and for the City of Baltimore aforesaid,  
personally appeared H. R. Preston, Trustee, and did acknowledge  
the foregoing instrument to be his act and deed as Trustee  
for the uses and purposes therein mentioned.

Notary Public.



No 4191 - 4198 Equity

IN THE CIRCUIT COURT FOR  
WASHINGTON COUNTY

George S. Brown et al.  
Trustees

vs.

The C. & O. Canal Company et al.

Nos 4191 and 4198

Consolidated Causes.

Mr. Clerk:

Please file.

W. S. Brown

Trustees Report  
1932

Filed June 24<sup>th</sup> 1933

OFFICE OF TRUSTEES  
CHESAPEAKE & OHIO CANAL COMPANY

G. L. NICOLSON,  
GENERAL MANAGER

WASHINGTON, D. C. June 23, 1933.

Clerk,  
Circuit Court for Washington County,  
Hagerstown, Maryland.

Dear Sir:

Will you please file the enclosed report of  
the Trustees of the Chesapeake and Ohio Canal Company  
for the year 1932.

Yours truly,

A handwritten signature in cursive script, appearing to read "W. H. P. W. W.", is written in dark ink.

Trustee.

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

George S. Brown et al., :  
Trustees, : Nos. 4191 and 4198  
vs. : Consolidated Causes.  
The Chesapeake and Ohio Canal Company et al. :  
:

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Report of George A. Colston and Herbert R. Preston,  
Surviving Trustees.

To the Honorable

the Judges of the Circuit Court for Washington County:

The undersigned Trustees file herewith an account of their receipts and disbursements for the year ended December 31, 1932. The profit and loss account for that period shows that the water rents and rents for houses and lands make a total of \$40,138.07, and the operating expenses were \$34,756.71, making a profit for the year ended December 31, 1932, of \$5,381.36.

The balance sheet for the said year shows as due upon the purchase of the Bonds of 1878 \$132,500.00, which, with interest accrued and a deposit to meet outstanding coupons and interest, amounts to the total of \$295,036.35.

It is to be noted that the balance sheet for the year is on an accrual basis, and, by reason of the fact that a large amount of the water rents have not been collected, advances have been made to the Trustees, and the amount shown as profit is not held by the Trustees in cash.

There has been no change in the situation of the Canal since the last report. There has not been any serious damage to the Canal during the year, and it is in the same situation in which it has been for some years past since operation has been suspended. As stated in several previous reports, while the appearance of the Canal is unfavorable, it would not require a great amount of money



TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
RECEIPTS AND DISBURSEMENTS FOR YEAR ENDED DECEMBER 31, 1932.

Balance January 1, 1932, \$6,564.84

RECEIPTS:

Earnings 40,138.07

Gross Receipts \$46,702.91

DISBURSEMENTS:

Operating expenses 34,756.71

\$11,946.20

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY

PROFIT AND LOSS ACCOUNT, DECEMBER 31, 1932.

Balance January 1, 1932 \$ 6,564.84

EARNINGS:

Rents, water	\$23,446.66
Rents, houses and lands	<u>16,691.41</u>
Total Earnings	\$40,138.07

EXPENSES:

Operating expenses	\$34,756.71
--------------------	-------------

Profit for year ended December 31, 1932, 5,381.36

\$11,946.20

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
BALANCE SHEET FOR THE YEAR ENDED DECEMBER 31, 1932.

BONDS OF 1878.

ASSETS.

Bonds of 1878 acquired	\$132,500.00	
Farmers & Merchants National Bank, Baltimore, to meet out- standing coupons and interest as per Court's order	858.78	
Interest accrued from August 30, 1912, to December 31, 1932,	<u>161,677.57</u>	\$295,036.35

LIABILITIES.

Purchase money unpaid Bonds of 1878	\$132,500.00	
Outstanding coupons Bonds of 1878,	750.00	
Interest on outstanding coupons Bonds of 1878	108.78	
Interest accrued on unpaid purchase money, August 30, 1912, to December 31, 1932,	<u>161,677.57</u>	\$295,036.35

no 4191 + 4198 Equity

Consolidated Canal  
Cases

Petition for authority to  
Grant Right of Way for  
Sewerage Line to the  
City of Cumberland  
of Order of Court thereon.

Filed May 21 1934.

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

George S. Brown et al.	:	
	:	Nos. 4191 and 4198
vs.	:	
	:	Consolidated Causes.
The Chesapeake and Ohio Canal Company et al.	:	

PETITION OF HERBERT R. PRESTON AND  
GEORGE A. COLSTON, SURVIVING TRUSTEES.

To the Honorable, the Judges of said Court:

The petition of Herbert R. Preston and George A. Colston, Surviving Trustees, heretofore appointed in this cause, respectfully shows:

The City of Cumberland has made application to your petitioners to grant to it the right to lay a sewer from a point near the mouth of Wills Creek along the bank of the Canal to a point between Federal Street and Elder Street, as shown upon the blue print hereto attached. The depth of this sewer will be such that it will not interfere in any way with the operation of the Canal. The City of Cumberland will assume all costs and liability in connection with the construction and maintenance of the sewer, and, as there will be no expense to the Canal and no impairment of the value of its property, the Trustees have decided that they would not be justified in asking the City to make any payment for this grant, and think it is their duty to aid the City in this important work.

Your petitioners are advised that the money for this work has been obtained, and everything in connection with it is expected to be completed within the next thirty days, so that work can be begun promptly.

Your petitioners, therefore, request the Court to issue an order authorizing them to make a perpetual grant to the City of

Cumberland for the laying of this sewer.

Respectfully submitted,

*Herbert R. Preston*  
*George A. Wheaton*

Surviving Trustees.

State of Maryland:  
: to wit:  
City of Baltimore:

On this *17th* day of May, 1934, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Herbert R. Preston and made oath in due form of law that the matters and facts stated in the foregoing petition are true to the best of his knowledge and belief.

*Arma Magdalena Fann*  
Notary Public

My commission  
expires *May 6, 1935.*





No 4191 & 4198 Equity  
Consolidated Canal Cases

Petition for Authority to Grant  
Right of Way for Sewerage  
line to the Town of  
Wellfleet & Order  
of Court thereon.

Filed June 9 1934.

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

George S. Brown et al. : Nos 4191 and 4198  
vs. : Consolidated Causes  
The Chesapeake and Ohio Canal Company et al. :

PETITION OF HERBERT R. PRESTON AND  
GEORGE A. COLSTON, SURVIVING TRUSTEES.

To the Honorable, the Judges of said Court:

The petition of Herbert R. Preston and George A. Colston,  
Surviving Trustees, heretofore appointed in this cause, respectfully  
shows:

The Town of Williamsport, Maryland, has requested permission  
to construct and maintain an eight inch sewer pipe crossing under  
the Canal at Williamsport just north of Lock No. 44 and extending  
under the tow path to a point just below said lock, as shown upon  
the blue print attached hereto. Where this pipe passes under  
the Canal it will be laid so that it will not interfere in any  
way with the operation of the Canal, and the pipe laid under the  
tow-path will not affect the Canal operation in any way. The  
Town of Williamsport will agree to maintain this pipe in proper  
condition and will assume all damage which may occur by reason  
of the construction and maintenance of the pipe.

Your petitioners, therefore, request an order of court,  
authorizing a perpetual grant to the Town of Williamsport for  
the laying of this pipe substantially as shown on the blue print  
attached.

Respectfully submitted

*Herbert R. Preston*  
*George A. Colston*

Surviving Trustees.

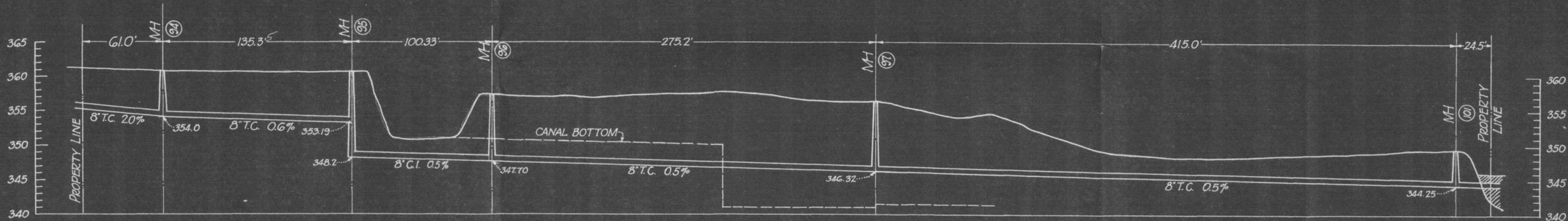
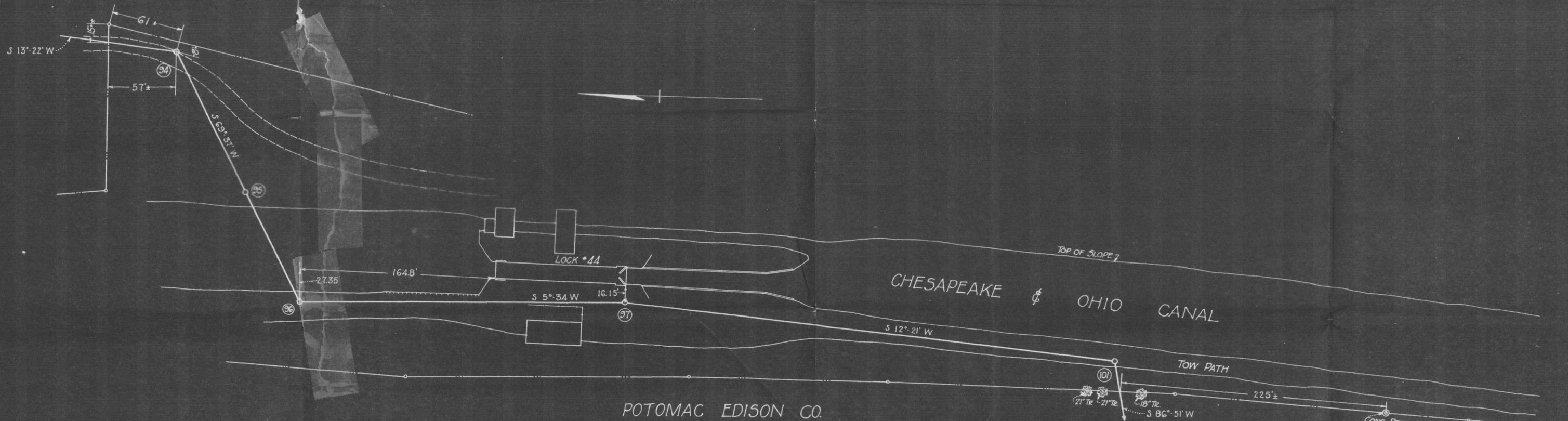


IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

George S. Brown et al. :  
vs. : Nos. 4191 and 4198  
The Chesapeake and Ohio Canal Company et al. : Consolidated Causes.

IT IS ORDERED this *9<sup>th</sup>* day of June, 1934, by the Circuit Court of Washington County that Herbert R. Preston and George A. Colston, Surviving Trustees in charge of the property and operation of the Chesapeake and Ohio Canal, are hereby authorized to grant to the Town of Williamsport a perpetual easement for an eight inch sewer pipe as mentioned in their petition filed in respect thereof and as shown upon the blue print attached thereto.

*Frank G. Magowan*



SCALE: 1" = 50' HOR.  
1" = 10' VERT.

SCALE: 1" = 50'

WILLIAMSPORT, MD  
SEWERAGE SYSTEM  
CROSSING ON CANAL PROPERTY  
PLAN & PROFILE

MAY 1934

Nos 4191 & 4198 Equity  
Consolidated Canal Cases

REPORT OF  
HERBERT R. PRESTON,  
SURVIVING TRUSTEE  
FOR THE YEARS  
1933 and 1934

Filed Mar 27 1935

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

George S. Brown et al.,  
Trustees,  
vs.  
The Chesapeake and Ohio Canal Company et al.

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Nos. 4191 and 4198  
Consolidated Causes.

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Report of Herbert R. Preston, Surviving Trustee.

To the Honorable

the Judges of the Circuit Court for Washington County:

The Surviving Trustee reports with regret the death of Mr. George A. Colston, one of the two Surviving Trustees, on January 26, 1935, leaving the undersigned, Herbert R. Preston, sole Trustee. The Trustees are appointed by the holders of the bonds of 1844, and no appointment has yet been made to fill the vacancy occurring from the death of Mr. Colston.

There is filed herewith a balance sheet, profit and loss account and a statement of receipts and disbursements for the years ended December 31, 1933, and December 31, 1934.

There has been expended on the Canal only money necessary to protect the Canal from damage from high water. This is necessary in the matter of small breaks in the Canal, which might otherwise result in serious damage. The Canal, therefore, has been kept in condition to protect the property, and, while it would require more than the usual amount of work necessary to put the Canal in condition for operation if there were prospect of traffic which would justify putting the Canal into operation, the expense to do so would not greatly exceed the expense which is always necessary every year to repair the Canal for operation in the spring, such as dredging out the bars which have formed during the winter and repairing lock-gates, etc. Should there be traffic offered, the Trustee

could without great expense put the Canal in condition for operation.

There has been no change in the situation since the last report in respect of traffic, owing to the uncertainty of conditions of the coal trade, which constitutes the entire traffic on the Canal. It has not been operated for several years past, and could not be until and unless there is a resumption of coal traffic.

There may be some changes in the statements filed herewith, growing out of adjustments of water rents. The largest user of water by reason of the depression could not make full use of the water leased to it, and the Trustee has now under consideration an adjustment of the rental, which has been charged in the accompanying statements at the full rate.

The receipts and disbursements for the year ended December 31, 1934, are stated on an accrual basis, and do not indicate the actual cash on hand by reason of the fact that one of the tenants from which a large part of the receipts are received has not been able owing to the depression to pay full rental for several years past, and, therefore, there is not on hand the amount of cash which the statement as to receipts and disbursements would indicate. The Trustee believes that the past due rental is fully secured.

Respectfully submitted,



Surviving Trustee.

State of Maryland:  
: to wit:  
City of Baltimore:

On this 26<sup>th</sup> day of March, 1935, personally appeared before me Herbert R. Preston, who, being duly sworn, did depose and say that the matters and facts set out in the foregoing report are true to the best of his knowledge and belief.

*Anne Magdalene Famer*  
Notary Public.  
My Commission expires May 6, 1935.

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
BALANCE SHEET FOR THE YEAR ENDED DECEMBER 31, 1933.

BONDS OF 1878

ASSETS

Bonds of 1878 acquired	\$132,500.00	
Farmers & Merchants National Bank, Baltimore, to meet out- standing coupons and interest as per Court's order	858.78	
Interest accrued from August 30, 1912, to December 31, 1933,	<u>169,627.57</u>	\$302,986.35

LIABILITIES

Purchase money unpaid Bonds of 1878	132,500.00	
Outstanding Coupons Bonds of 1878	750.00	
Interest on outstanding coupons Bonds of 1878	108.78	
Interest accrued on unpaid purchase money, August 30, 1912, to December 31, 1933,	<u>169,627.57</u>	\$302,986.35

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
PROFIT AND LOSS ACCOUNT, DECEMBER 31, 1933.

Balance, January 1, 1933 \$11,946.20

EARNINGS:

Rents, water	\$25,227.80
Rents, houses and lands	<u>17,331.46</u>
Total Earnings	\$42,559.26

EXPENSES:

Operating expenses \$31,042.49

Profit for year ending  
December 31, 1933

11,516.77

\$23,462.97

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
RECEIPTS AND DISBURSEMENTS FOR YEAR ENDED DECEMBER 31, 1933.

Balance, January 1, 1933 \$11,946.20

RECEIPTS:

Earnings 42,559.26

Gross Receipts \$54,505.46

DISBURSEMENTS:

Operating expenses \$31,042.49

\$23,462.97

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
BALANCE SHEET FOR THE YEAR ENDED DECEMBER 31, 1934.

BONDS OF 1878

ASSETS

Bonds of 1878 acquired	\$132,500.00	
Farmers & Merchants National Bank, Baltimore, to meet out- standing coupons and interest as per Court's order	858.78	
Interest accrued from August 30, 1912, to December 31, 1934	<u>177,577.57</u>	\$310,936.35

LIABILITIES

Purchase money unpaid Bonds of 1878	\$132,500.00	
Outstanding Coupons Bonds of 1878	750.00	
Interest on outstanding coupons Bonds of 1878	108.78	
Interest accrued on unpaid purchase money, August 30, 1912, to December 31, 1934	<u>177,577.57</u>	\$310,936.35

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY

PROFIT AND LOSS ACCOUNT, DECEMBER 31, 1934.

Balance, January 1, 1934 \$23,462.97

EARNINGS:

Rents, water	\$21,106.52
Rents, houses and lands	<u>14,117.38</u>
Total Earnings	\$35,223.90

EXPENSES:

Operating expenses	\$28,408.76
Federal Income Tax paid for year 1932	780.30
Loss of Dam	<u>25,000.00</u>
	\$54,189.06

Loss for year ending  
December 31, 1934 \$18,965.16

\$ 4,497.81

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
RECEIPTS AND DISBURSEMENTS FOR YEAR ENDED DECEMBER 31, 1934.

Balance, January 1, 1934 \$23,462.97

RECEIPTS:

Earnings 35,223.90

Gross Receipts \$58,686.87

DISBURSEMENTS:

Operating expenses 28,408.76

30,278.11

Federal Income Tax paid for year 1932 780.30

\$29,497.81

Nos 4191 & 4198  
Consolidated Canal Cases

Report of Herbert Preston  
Serving Justice for the  
Year 1935

Filed June 10, 1936.

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

George S. Brown et al.	:	Nos 4191 and 4198
Trustees	:	
	:	
vs.	:	Consolidated Causes.
	:	
The Chesapeake and Ohio Canal Company et al.:	:	
	:	

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To the Honorable

the Judges of the Circuit Court for Washington County:

There is filed herewith a balance sheet, profit and loss account and a statement of receipts and disbursements for the year ended December 31, 1935.

The District of Columbia Paper Manufacturing Company, which has a lease for the greater part of the water leased at Georgetown, was unable by reason of the depression to pay its rents for several years, and, as indicated in the last report, while the Trustee believed that the rental was fully secured he did not take any action towards collecting this rent as the company was under reorganization. The plan of reorganization has been completed, and the indebtedness of this company for water rents after making allowance for water power not used amounted to \$60,375.39. This rental has accrued on the books of the Trustee for each year, although not actually paid. A plan of reorganization has now been completed, which has been

accepted by the Trustee, and, under this plan, the Trustee will receive for accrued water rents \$60,000 of the 3% First Mortgage Bonds of this company, the difference of \$375.39 being paid in cash. In the reorganization this indebtedness for water rents was considered as a secured claim and the Trustee was put on the same basis as certain banks having secured claims. With this reorganization, it is believed this company will be able to pay its future rentals in cash. It is expected that this will result in the Trustee's operation showing a small balance over operating costs instead of a small loss from operation as is shown on this report for the year ended December 31, 1935.

Although the high water in March, 1936, exceeded any record of flood height in the Potomac Valley, the damage to the Canal by the flood was not great. The only serious damage was to the Georgetown Level, which supplies the water leased at that point. To comply with the obligations of the leases and to prevent great loss to the plants holding these water leases, it was necessary to promptly repair this damage, which was done in about a month. Some further expenditure will be required, but it is estimated the total expenditure will not exceed from \$20,000 to \$22,000, which will be not more than one year's net rental.

There was some damage at Great Falls and at Harper's Ferry and a number of lock houses were washed away. The tow path at points was somewhat injured, but not seriously. Further repairs will not be made until operation is resumed on the Canal.

Except for repairing the damage caused by the flood, which will not be a considerable amount, although an accurate estimate of what it would cost to put the Canal in operation is not practicable without a considerable expenditure of money to make the necessary surveys, the Trustee is assured by General

Manager Nicolson that although to the casual observer the Canal may seem to be in a serious condition, this is not the fact, and, upon resumption of the coal trade traffic sufficient to justify putting the Canal in operation, this would be quickly done, and the cost of doing it would not be very great.

The Trustee believes that the present situation should be continued until it becomes clearly apparent that the Canal can never perform the valuable service which it has performed for more than one hundred years, particularly in respect of the coal fields of western Maryland.

Respectfully submitted,



Surviving Trustee.

State of Maryland :  
 : to wit:  
 City of Baltimore :

On this 8<sup>th</sup> day of June, 1936, personally appeared before me Herbert R. Preston, who, being duly sworn, did depose and say that the matters and facts set out in the foregoing report are true to the best of his knowledge and belief.



Notary Public

My Commission expires May 3, 1937.

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
BALANCE SHEET FOR THE YEAR ENDED DECEMBER 31, 1935.

BONDS OF 1878

ASSETS

Bonds of 1878 acquired	\$132,500.00	
Farmers & Merchants National Bank, Baltimore, to meet outstanding coupons and interest as per Court's order	858.78	
Interest accrued from August 30, 1912, to December 31, 1935	<u>185,527.57</u>	\$318,886.35

LIABILITIES

Purchase money unpaid Bonds of 1878	\$132,500.00	
Outstanding Coupons Bonds of 1878	750.00	
Interest on outstanding coupons Bonds of 1878	108.78	
Interest accrued on unpaid purchase money, August 30, 1912, to December 31, 1935	<u>185,527.57</u>	\$318,886.35

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY

PROFIT AND LOSS ACCOUNT, DECEMBER 31, 1935.

Balance, January 1, 1935

\$4,497.81

EARNINGS:

Rents - water	\$ 8,964.39
Rents - houses and lands	<u>16,013.32</u>
Total Earnings	\$24,977.71

EXPENSES:

Operating expenses	\$28,333.83
Loss from operation for year	3,356.12
From Chesapeake and Ohio Transportation Company	3,356.12

\$4,497.81

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
RECEIPTS AND DISBURSEMENTS FOR YEAR ENDED DECEMBER 31, 1935.

Balance, January 1, 1935 \$4,497.81

RECEIPTS:

Earnings \$24,977.71

Received from Chesapeake  
and Ohio Transportation  
Company to cover deficit  
in operations

3,356.12

\$28,333.83

Gross Receipts

\$32,831.64

DISBURSEMENTS:

Operating expenses

\$28,333.83

\$ 4,497.81

No 4191 } Equity  
No 4198 }

Petition & Order of  
Court for the  
restoration of  
Dam. No 4

35,046.07  
24,977.71  

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10,068.36

Filed July 31<sup>st</sup> 1936

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

George S. Brown et al., Trustees,	:	
	:	Nos 4191 and 4198
vs.	:	
	:	Consolidated Causes.
The Chesapeake and Ohio Canal Company et al.	:	
	:	

To the Honorable

the Judge of the Circuit Court for Washington County:

The Trustees, operating the Chesapeake and Ohio Canal under the order of this Court, executed certain leases which are now held by the Potomac Light and Power Company for water at Dams Nos 4 and 5 in the Potomac River at an annual rental of \$750.00 for the use of the water at each of said dams, the modification of these leases having been approved by this Court by its order dated May 7, 1921.

The flood of last spring made a very serious break in Dam No. 4 which put it entirely out of service. It is estimated that it will cost more than \$15,000.00 to repair the break in Dam No. 4, and in addition to that there are a number of underground leaks which limit the use of this dam and may at any time in future floods result in the total destruction of said dam. It is estimated that the stoppage of these leaks will cost a very large sum in addition to the \$15,000.00 to repair the break caused by the flood of last spring. The undersigned, the surviving Trustee, has agreed, subject to the approval of the Court, to enter into an agreement, a copy of which is hereto attached, by which the Potomac Light and Power Company will repair the break in said dam, paying the cost thereof, and will also do what it finds desirable to stop the underground leaks. The total

cost of this work is estimated to exceed \$30,000.00. The Trustee agrees that the rental on both of said dams when Dam No. 4 is restored, which will be \$1,500.00 a year, shall be applied to reimbursing the Power Company for its expenditure up to \$15,000.00, but no more, the balance of the expenditure being assumed by the Power Company. As the Trustee has no money available for restoring Dam No. 4, it would mean that the rental from that dam would cease, and the next flood in the River would probably completely destroy it.

The Trustee, therefore, requests the approval of this Court to the making of an agreement with the Power Company substantially in the form attached.

Respectfully submitted,

*Herbert R. Preston*

Trustee.

State of Maryland :  
 : to wit:  
 City of Baltimore :

On this 28<sup>th</sup> day of July, 1936, personally appeared before me Herbert R. Preston, who, being duly sworn, did depose and say that the matters and facts set out in the foregoing petition are true to the best of his knowledge and belief.

*Armede Magdalene Famer*  
 Notary Public

My Commission expires May 3, 1937.

O R D E R

ORDERED on the above petition this 31<sup>st</sup> day of July ,  
1936, that Herbert R. Preston, sole Trustee in charge of  
and operating the Chesapeake and Ohio Canal, is hereby  
authorized to enter into an agreement with the Potomac Light  
and Power Company for the restoration of Dam No. 4 in the  
Potomac River substantially upon the terms set forth in  
the supplemental agreement filed with the above petition

*Frank G. Wassman*

SUPPLEMENTAL AGREEMENT, made as of the            day  
of July, 1936, by and between HERBERT R. PRESTON, sole  
Trustee in charge of and operating the Chesapeake and Ohio  
Canal Company, of the first part, hereinafter sometimes  
called the Trustee, and THE POTOMAC LIGHT AND POWER COMPANY,  
a corporation organized and existing under the laws of the  
State of West Virginia, of the second part, hereinafter  
sometimes called the Power Company.

WHEREAS the Power Company is operating power  
stations at Dam No. 4 and Dam No. 5 on the Potomac River  
under an agreement between the Trustees of the Chesapeake  
and Ohio Canal Company, which company is hereinafter some-  
times called the Canal Company, and the Power Company,  
which agreement is hereinafter called the existing agreement  
and consists of an original agreement dated June 1, 1906,  
and an agreement supplemental thereto dated July 9, 1913,  
by and between said Trustees and The Martinsburg Power  
Company, said agreement of 1906 as supplemented by the  
agreement of 1913 having been duly assigned to the  
Power Company, and further supplemental agreements dated  
August 8, 1918, and April 18, 1921, by and between said  
Trustees and the Power Company, said existing agreement

having been approved by the Circuit Court for Washington County, Maryland, by its order dated May 7, 1921, in the case of George S. Brown, et al. v. The Chesapeake and Ohio Canal Company, et al., pursuant to the terms of which existing agreement, the Power Company pays an annual rental of Seven hundred and fifty dollars (\$750) for the use of water at Dam No. 4 and an annual rental of Seven hundred and fifty dollars (\$750) for the use of water at Dam No. 5, upon the terms and conditions set forth in said existing agreement; and

WHEREAS a portion of Dam No. 4 was washed out by recent floods and there are many underground leaks at said dam; and

WHEREAS it is important to the Trustee in charge of the maintenance and operation of the canal to have the break in Dam No. 4 repaired and to have said underground leaks eliminated as far as the Power Company considers practicable so that the Trustee can maintain said dam in such condition that it will be serviceable for the purposes of the Canal Company for navigation or otherwise; and

WHEREAS it is estimated that it will cost more than Fifteen thousand dollars (\$15,000) to repair the break

in said Dam No. 4 and a considerable additional amount to eliminate as far as the Power Company considers practicable said underground leaks; and

WHEREAS the Power Company has agreed to repair the break in said Dam No. 4 and do whatever is desirable, in its opinion, to eliminate as far as it considers practicable the underground leaks in said dam upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises, of the mutual covenants hereinafter contained and of the sum of One dollar (\$1) in hand and other good and valuable considerations each to the other paid, the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Power Company covenants and agrees to repair the break in Dam No. 4, or have said break repaired, according to plans and specifications approved by the General Manager of the Trustee, to do or have done that which in the opinion of the Power Company is desirable to eliminate as far as it considers practicable the underground leaks in said dam and to assume all costs involved in such

work.

2. The Trustee, as Trustee in charge of and operating the Chesapeake and Ohio Canal Company, hereby authorizes and permits the Power Company to do or have done the work referred to in paragraph 1 of this Supplemental Agreement and covenants and agrees to reimburse the Power Company for expenses incurred by said Power Company in repairing said Dam No. 4 and eliminating as far as said Power Company considers practicable the underground leaks therein to the extent of Fifteen thousand dollars (\$15,000), but no more, such reimbursement to be effected by crediting the Power Company with Seven hundred and fifty dollars (\$750) per year for ten (10) years on account of the rent in that amount payable by the Power Company, pursuant to the terms of its existing agreement with the Trustees of the Canal Company, for the use of water at Dam No. 4, and Seven hundred and fifty dollars (\$750) per year for ten (10) years on account of the rent in that amount payable by the Power Company, pursuant to the terms of said agreement, for the use of water at Dam No. 5, and further covenants and agrees that until the Power Company shall have been reimbursed said Fifteen thousand dollars (\$15,000) as aforesaid, said Power Company shall not be called upon for

or required to pay any rent or charge whatsoever for the use of water at Dam No. 4 and Dam No. 5.

3. It is understood and agreed that in the event other damage to Dam No. 4 shall hereafter be caused by flood, then the Power Company shall have the right to repair and restore said dam at its own expense according to plans and specifications approved by the General Manager of the Trustee, but if the Power Company does not so repair and restore said dam and if the Trustee does not repair and restore said dam, then the rental as to said Dam No. 4 shall cease from and after the date such damage is so caused, but the rental for the use of water at Dam No. 5 shall continue, and the Power Company shall be entitled to be credited with said rental in the sum of Seven hundred and fifty dollars (\$750) per year until the Power Company has thereby been reimbursed to the extent of said Fifteen thousand dollars (\$15,000) as provided in paragraph 2 of this Supplemental Agreement and until the Power Company shall have been so reimbursed, said Power Company shall not be called upon for or required to pay any rent or charge whatsoever for the use of water at Dam No. 5.

4. It is further understood and agreed that in case Dam No. 4 shall be sold or otherwise disposed of by an order of court, by the Canal Company, by any governmental authority, or otherwise before the Power Company shall have been reimbursed said Fifteen thousand dollars (\$15,000) as aforesaid, any part of said Fifteen thousand dollars (\$15,000) advanced by the Power Company and not so reimbursed as aforesaid shall be repaid to the Power Company by the Trustee.

5. It is further understood and agreed that except as herein provided and by necessary implication required, the terms and conditions of the existing agreement by and between the Trustees of the Canal Company and the Power Company referred to hereinabove, shall remain in full force and effect, particularly the limitation therein contained as to the use of water.

6. It is further understood and agreed that this contract is made subject to the approval of the Circuit Court for Washington County, and that the parties hereto will cooperate in promptly securing such approval and in securing the approval of such other governmental authority as may be required by law, and will take any

and all steps which, in the opinion of counsel for the Trustee and for the Power Company may be requisite and necessary to secure such approval and to make this agreement comply with any and all laws applicable thereto.

7. It is finally understood and agreed that the term "Power Company" wherever used in this Supplemental Agreement shall mean and include The Potomac Light and Power Company, its successors and assigns, that the term "Trustee" wherever so used shall mean and include Herbert R. Preston, the sole Trustee in charge of and operating the Chesapeake and Ohio Canal Company, as Trustee, his successors in said trust and assigns and that the terms of this contract, after its approval by the proper corporate authorities of the Power Company and after its approval by the Circuit Court for Washington County, Maryland, shall be binding upon the Power Company, the Trustee in charge of and operating said Canal Company, as Trustee, his successors in said trust and assigns, and also the Canal Company, its successors and assigns.

IN WITNESS WHEREOF, the Trustee has hereunto set his hand and seal and the Power Company has caused this agreement to be signed by its President or its Vice

President, and its corporate seal to be hereunto affixed,  
attested by its Secretary or an Assistant Secretary, all  
as of the day and year first above written.

Witness:

\_\_\_\_\_[SEAL]  
Sole Trustee in charge of  
and operating the Chesapeake  
and Ohio Canal Company.

THE POTOMAC LIGHT AND POWER COMPANY

Attest:

By

President.

Secretary.

RENTICO PARAGON LINEN

MADE IN U.S.A.



RENICO BARAGON LINEN

STATE OF MARYLAND, County of Washington, ss:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of July, 1936, before me, the subscriber, a notary public of the State of Maryland, in and for the County of Washington, personally appeared \_\_\_\_\_, President of The Potomac Light and Power Company, a body corporate, and duly acknowledged the foregoing Supplemental Agreement to be the act and deed of said Corporation.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public.

STATE OF MARYLAND, County of Washington, to wit:

I, \_\_\_\_\_, a notary public in and for the State and County aforesaid, do certify that \_\_\_\_\_ who signed the writing above for The Potomac Light and Power Company, a corporation, bearing date the \_\_\_\_\_ day of July, 1936, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said Corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of July, 1936.

Notary Public.

My Commission Expires

RENICO BARAGON LINEN

No 4191 } Equity  
No 4198 } Consolidated

Canal Cases

During Trustees  
Report

Filed June 10<sup>th</sup> 1937

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

George S. Brown et al. :  
Trustees : Nos 4191 and 4198  
vs. : Consolidated Causes.  
The Chesapeake and Ohio Canal Company et al. :  
:

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To the Honorable

the Judges of the Circuit Court for Washington County:

There is filed herewith a balance sheet, profit and loss account and a statement of receipts and disbursements for the year ended December 31, 1936.

There has been no substantial change in the situation with respect to the Canal Company. In the last report filed by the Trustee, it was stated that the flood in March, 1936, had done very considerable damage to the Canal and that it was estimated that it would cost from \$20,000 to \$22,000 to restore it. The final cost was not then determined, but it amounted to \$25,406.05. This required an advance from the Chesapeake and Ohio Transportation Company of \$3,356.12 to cover deficit in operation. But for the cost of restoring the damage to the Canal by the flood, which was principally damage to what is known as the Georgetown Level, which supplies water power from which the revenues of the Canal are very considerable, the water rents and house and land rents would have been more than enough to cover all expenditures.

Additional damage was occasioned by high water in 1937, which will have a bearing on the report for that year, but the damage will probably not amount to more than \$5,000 and has been repaired. Except for these losses from the floods, the property is yielding a sufficient amount to pay its operating expenses and keep the Canal

in condition to protect it from further damage except in case of extraordinary floods.

The Trustee repeats the statement made in his last annual report that the present situation should be continued until it becomes clearly apparent that the Canal can never perform the valuable service which it has performed for more than one hundred years, particularly in respect of the coal fields of western Maryland.

Respectfully submitted,



Surviving Trustee.

State of Maryland :  
 : to wit:  
 City of Baltimore :

On this 8<sup>th</sup> day of June, 1937, personally appeared before me Herbert R. Preston, who, being duly sworn, did depose and say that the matters and facts set out in the foregoing report are true to the best of his knowledge and belief.



Notary Public.

My Commission expires May 1, 1939.

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
BALANCE SHEET FOR THE YEAR ENDED DECEMBER 31, 1936.

BONDS OF 1878

ASSETS

Bonds of 1878 acquired	\$132,500.00	
Farmers & Merchants National Bank, Baltimore, to meet outstanding coupons and interest as per Court's order	858.78	
Interest accrued from August 30, 1912, to December 31, 1936	<u>193,477.57</u>	\$326,836.35

LIABILITIES

Purchase money unpaid Bonds of 1878	\$132,500.00	
Outstanding Coupons Bonds of 1878	750.00	
Interest on outstanding coupons Bonds of 1878	108.78	
Interest accrued on unpaid purchase money August 30, 1912, to December 31, 1936	<u>193,477.57</u>	\$326,836.35

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
PROFIT AND LOSS ACCOUNT, DECEMBER 31, 1936.

Balance, January 1, 1936 \$4,497.81

EARNINGS

Rents - water	\$19,754.95
Rents, houses and lands	<u>15,365.17</u>
	\$35,120.12

EXPENSES

Operating expenses	\$57,429.31	
Loss from operation for year	22,309.19	
From Chesapeake and Ohio Transportation Company	22,309.19	
Federal Income Tax paid for year 1933	1,669.93)	
Loss on Sale of Stock N. & G. Taylor Co.	65.97)	<u>1,735.90</u>
		\$2,761.91

TRUSTEES - THE CHESAPEAKE AND OHIO CANAL COMPANY  
RECEIPTS AND DISBURSEMENTS FOR YEAR ENDED DECEMBER 31, 1936.

Balance, January 1, 1936, \$4,497.81

RECEIPTS

Earnings	\$35,120.12	
Received from Chesapeake and Ohio Transportation Company to cover deficit in operations	<u>22,309.19</u>	<u>57,429.31</u>
Gross Receipts		\$61,927.12

DISBURSEMENTS

Operating expenses	\$57,429.31	
Federal Income Tax paid for year 1933	<u>1,669.93</u>	<u>59,099.24</u>
		\$ 2,827.88

NOS. 4191 and 4198 EQUITY  
CONSOLIDATED CASES

Petition of Baltimore and  
Ohio Railroad Company and  
affidavit for appointing of  
Receivers.

LAW OFFICES  
**LANE AND MISH**  
HAGERSTOWN TRUST BUILDING  
HAGERSTOWN, MD.

*Filed April 29 1938.*

George S. Brown, et al,	:	IN THE CIRCUIT COURT FOR
	:	WASHINGTON COUNTY, MARYLAND
vs.	:	
	:	Nos. 4191 and 4198
Chesapeake and Ohio Canal	:	
Company, et al.	:	Consolidated causes.

To the Honorable, the Judges of said Court:

Petition for appointment of Receivers.

The petition of The Baltimore and Ohio Railroad Company respectfully shows:

1. That from the record in this cause the following facts appear:

On December 31, 1889, George S. Brown and others, Trustees under a certain mortgage dated the 5th day of June, 1848, given by the Chesapeake and Ohio Canal Company (hereinafter referred to as Canal Company) in pursuance of an Act of 1844, Chapter 281, to secure an issue of bonds amounting to \$1,700,000, hereinafter referred to as the Bonds of 1848, filed a bill in this Court, alleging the insolvency of the Canal Company and the destruction of the canal by the storm of May, 1889, and praying that Receivers be appointed to take possession of the canal with authority to manage and operate it and pay over the net revenues until the Bonds of 1844 were paid.

On January 15, 1890, George S. Brown and others, Trustees under a certain mortgage of May 15, 1878, which was given by the Canal Company under authority of the Act of 1878, Chapter 58, to secure an issue of bonds amounting to \$500,000. filed a bill in this Court alleging that the mortgage of 1878 was a prior lien on the canal property, its tolls and revenues,

and prayed for a sale of the canal.

On January 16, 1890, an amended bill was filed by the Trustees under the mortgage of June 5, 1848 (hereinafter referred to as the Trustees of 1848), denying the priority of the bonds of 1878, and renewing the prayer for the appointment of Receivers and the payment of the net revenues of the canal to the bondholders of 1848 until those bonds were fully paid. The State of Maryland was made a party to the proceedings and filed an answer, alleging that it held liens aggregating for principal and interest, about \$20,000,000, which were liens on the corpus of the canal prior to the bonds of 1848, and not admitting the priority of the bonds of 1878, which question was submitted to the Court, and praying for a sale of the canal. These causes were consolidated into the present case.

By order of this Court dated the 3rd day of March, 1890, Robert Bridges, Richard D. Johnson and Joseph D. Baker were appointed Receivers of all and singular the property, estate and franchises of the Canal Company, and the Canal Company was directed to deliver up and surrender to the said Receivers all and singular the premises and property, and especially the books, deeds, plats, maps and records of said Canal Company.

2. By the decision of this Court dated September 1, 1890, it was held that the lien of the bonds of 1848 was upon only the tolls and revenues of the canal and did not extend to the corpus of the canal property (and this position was affirmed by the Court of Appeals of Maryland in its opinion in 83 Md. 548). By order dated the 2nd day of October, 1890, this Court decreed that all the rights, title and interest to the said Canal Company in and to the canal and all the lands, tenements and estates owned by the Canal Company, and the water rights and franchises of the Canal Company, should be sold, and Joseph D. Baker, Robert Bridges and Richard D. Johnson were

appointed Trustees to make said sale. By section 5 of said decree, however, in order to protect the interests of the bondholders of 1848, the decree of sale was stayed and suspended upon condition that the Trustees of 1848 should, within sixty days, take up and bring into this Court all the bonds issued and outstanding under the Act of the General Assembly of 1878, Chapter 58, or such portion of them as may be taken up, and the amount due upon the residue thereof, and that the said Trustees should bring into Court the sum of \$10,000 to pay the expenses and compensation of the Receivers, and that thereupon the said Trustees of 1848 should be put in possession of the property of the Canal Company for the purpose of restoring it to a state of good repair and condition and to apply the tolls and revenues received from the use and operation of the said canal for the purposes set out in said order until the end of four years from the 1st day of May, 1890; on the 28th day of November, 1890, this Court, having found that the said Trustees of 1848 had complied with the conditions of the said decree of October 2, 1890, decreed that the Receivers should deliver to the said Trustees possession of the said canal and all the property of the Canal Company as provided in the decree of October 2, 1890; and the said Trustees of 1848 did thereupon take possession of the said canal and its property; that by decree dated the 30th day of July, 1894, this Court ordered that the period of four years from the 1st day of May, 1891, be and the same should be extended to the end of six years from the 1st day of May, 1895; and by successive orders of this Court said period has been further extended from time to time.

3. That the said Trustees of 1848 continued to operate said canal in the endeavor to procure tolls and revenues to pay the indebtedness under the mortgage of 1848, but that for many years there have been no tolls and revenues remaining after

the payment of current operating expenses as will be seen from the reports filed by the Trustees with this court from time to time, and that for want of such tolls and revenues this petitioner has advanced many thousands of dollars for the purpose of continuing operations of the said canal and that it clearly appears that the canal cannot be operated so as to produce revenue with which to pay the bonded indebtedness of the said Canal Company; and that said canal has not been operated for more than ten years; and that on the 15th day of October, 1937, Herbert R. Preston, the last surviving Trustee, died without having made any appointment of any Trustee or Trustees to succeed him and to manage and operate the said property (the Trustees of 1848 having had authority under the terms of the mortgage of 1848 to appoint successor Trustees), and that, therefore, at the present time no surviving Trustee remains, but that the property is being managed by a General Manager formerly employed by said Trustees.

4. That your petitioner, The Baltimore and Ohio Railroad Company, now holds in pledge \$132,500 principal amount of the bonds issued under the mortgage of 1878, which constitute all the bonds under that mortgage which are now outstanding; that your petitioner is also the owner of substantially all the labor claims which have been filed in this court under the Act of 1896, chapter 136½, and Act of 1900, chapter 270, the amount of said labor claims so held by it being in excess of \$450,000; that your petitioner has also heretofore acquired from the State of Maryland and now owns all the right, title and interest of the State of Maryland in three mortgages given by the Canal Company to the State of Maryland upon the property and works of the said Canal Company, one of said mortgages being dated the 23rd day of April, 1835, as security for the sum of \$2,000,000, with interest; another of said mortgages being dated

the 15th day of May, 1839, to secure the payment of the sum of \$1,375,000 and interest; and the third of said mortgages being dated the 8th day of January, 1846, said mortgage being confirmatory of and as further security for the indebtedness set out in the two mortgages above recited, and interest thereon; no interest has ever been paid on any of said mortgages, and the total amount now owing on account of the said mortgages is many times the value of the property of the canal; that in addition to the above holdings The Baltimore and Ohio Railroad Company is also the owner of \$1,320,000 of the bonds of 1848, which are a lien upon only the tolls and revenues of the said canal; that in addition to the foregoing The Baltimore and Ohio Railroad Company is now the holder of the majority of the outstanding capital stock of the said Canal Company; that, upon information and belief, the only outstanding claims not subordinate to the aforesaid claims, are "labor claims" amounting to less than \$25,000, including principal and interest; and that, with the exception here noted, The Baltimore and Ohio Railroad Company is in fact the owner of the prior liens upon the canal property aggregating an amount far exceeding the value of the property.

5. That all of the aforesaid claims of The Baltimore and Ohio Railroad Company are presently held in pledge by Reconstruction Finance Corporation.

6. That your petitioner further represents that negotiations have been pending for sometime between your petitioner as the owner of the prior liens on said canal property, and the Department of the Interior, of the Government of the United States, looking to the purchase of a major portion of the canal property and franchises by the United States of America, and that in the event of the purchase of said canal property by the Government the consummation of the same will

be desired by the Government without delay.

WHEREFORE, your petitioner prays this court:

1. That Receivers be appointed in the place of the Receivers appointed under the original order of this court of October 2, 1890, to take custody of the said canal extending from the City of Cumberland, Allegany County, Maryland, to and into the City of Georgetown, in the District of Columbia, and all the property, estate, rights and franchises of the Chesapeake & Ohio Canal Company wheresoever the same, or any part thereof, may be situate or held;

2. That the said Receivers be empowered and directed to manage and administer the same with authority to continue the employment and services of the present General Manager and employes of the said canal property and their successors, and to employ such other agents and employes as may be necessary to enable the said receivers to discharge the duties hereby required of them;

3. That the said Receivers be empowered and directed to submit to this court from time to time their findings as to the condition of the said canal and their recommendations as to the disposition of the same;

4. That the said Receivers be further empowered to make contracts for the sale of the said canal and all the property, estate, rights and franchises of the said Canal Company as an entirety or in parcels, upon such terms as they may deem expedient for the best interests of the said Canal Company and its creditors, said sales to be reported to and to be subject to the approval of this court;

5. And for such other and further relief as the court may deem proper.

  
Solicitor for petitioners,  
The Baltimore and Ohio Railroad Company.

STATE OF MARYLAND:

To-wit.

CITY OF BALTIMORE:

Personally appeared before me, a Notary Public, of the State and City aforesaid, this 29<sup>th</sup> day of April, 1938, James S. Murray, who made affidavit in due form that he is the Vice President of The Baltimore and Ohio Railroad Company and that the averments in the foregoing petition are true and correct according to his best knowledge and belief.

Fearless M. Williams  
Notary Public.

*my commission expires May 1-1939*

NOS. 4191 and 4198 EQUITY  
CONSOLIDATED CASES

Decree appointing Edgar W.  
Young, R. S. B. Hartz and G.  
L. Nicolson Receivers of the  
Chesapeake and Ohio Canal Com-  
pany.

*Bona 5/4/38*  
*11 3*

LAW OFFICES  
**LANE AND MISH**  
HAGERSTOWN TRUST BUILDING  
HAGERSTOWN, MD.

*Filed April 29 1938.*

GEORGE S. BROWN, et al	:	IN THE CIRCUIT COURT
		FOR
vs.	:	WASHINGTON COUNTY
CHESAPEAKE AND OHIO	:	NOS. 4191 and 4198
CANAL COMPANY, et al	:	EQUITY
	:	CONSOLIDATED CASES

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The foregoing petition and affidavit on behalf of the Baltimore and Ohio Railroad Company having been read and considered, it is, thereupon, this 29<sup>th</sup> day of April, 1938, ordered, adjudged and decreed by the Circuit Court for Washington County, Maryland, sitting as a court of equity:

1- That the appointment of Receivers as prayed for in the foregoing petition is necessary and proper; that the surviving ~~Trustees~~ <sup>Receivers</sup> heretofore appointed under the decree of this court of March 3rd, 1890, be and they are hereby discharged; that the Trustees heretofore appointed under Section 2 of the decree of this court of October 2nd, 1890, be and they are hereby discharged; that Edgar W. Young, R. S. B. Hartz and G. L. Nicolson be and they are hereby appointed Receivers of all and singular the rights, title and interest of the Chesapeake and Ohio Canal Company in and to its entire line of canal extending from the City of Cumberland, in Allegany County, Maryland, to and into the City of Washington, in the District of Columbia, and all and singular the lands, tenements, and estates owned or acquired by the said Chesapeake and Ohio Canal Company for its construction or repair, its works and appurtenances; and the site thereof, embracing the entire undertaking and every part thereof, and the water rights and franchises of the said Chesapeake and Ohio Canal Company, and all and singular the books, papers and records thereof and all other property of every kind and description of said Company wheresoever the same or any part thereof may be situated or held.

2- That the said Receivers before entering upon the performance of their duties as such shall file with the Clerk of this court a bond, executed by themselves and surety, to be approved by this court, or by the Clerk thereof, in the penalty of \$ 30,000<sup>00</sup>, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises.

That upon filing said bond, said Receivers shall proceed to take possession of all and singular the premises and property whereof they are appointed Receivers; that they shall manage and operate the said property of the Chesapeake and Ohio Canal Company insofar as it is advisable in their judgment to operate the same; they shall prosecute and defend all existing actions by or against said Company or which may be hereafter brought against them by permission of this court, and shall pay the expenses of such prosecution and defense, and they shall have power to use the name of the said Company in the prosecution of all such actions as they may find it proper and necessary in their discretion to bring, maintain or defend; and they shall have power to do whatever may be needful and proper to maintain and preserve the corporate organization and franchises of the Company until the further order of this court; and they are hereby authorized to continue the employment and services of the present General Manager and employees of the said Canal Company and to employ such other attorneys, agents and employees as may be necessary to enable the said Receivers to discharge the duties hereby required of them.

3- It is further adjudged, ordered and decreed that the said Chesapeake and Ohio Canal Company and its officers, directors and agents, and the General Manager of the said Canal property who has managed the said Canal under the direction

of the Trustees appointed under the mortgage of 1848, and his subordinates and employees, and each and all of them, are hereby directed to **deliver** up and surrender to the said Receivers, all and singular, the canal and the other property, books, deeds, maps and records of the said Chesapeake and Ohio Canal Company which may be in their possession.

4- It is further adjudged, ordered and decreed that the said Receivers shall examine into the condition of the said canal and all the other property, rights, estates and franchises of the said Canal Company and shall submit to this court from time to time their findings as to the condition thereof with their recommendations as to the disposition thereof.

5- It is further adjudged, ordered and decreed that the said Receivers shall, under this decree and under the decree of this court of October 2, 1890, be and they are hereby authorized and empowered to make a contract or contracts with the Government of the United States, or any department thereof, and to make a contract or contracts with any other person or corporation for the sale of the said property, estate, rights and franchises of said Canal Company as an entirety or in parcels, upon such terms as the said Receivers shall find expedient and proper for the best interests of the said Canal Company and its creditors, said sales to be reported to and to be subject to the ratification and approval of this court, provided, however, that any such sale or sales so consummated will not be approved or ratified until this court shall have passed such further order requiring said Receivers to furnish and file such additional bond as may be then deemed appropriate.

6- It is further adjudged, ordered and decreed that the aforesaid Receivers shall procure to be passed by the United States District Court for the District of Columbia a concurrent or ancillary decree whereby the Receivers heretofore appointed by that court shall be discharged and the canal and all the estates, rights and franchises of the said Canal Company located within the District of Columbia shall become subject to this decree and the Receivers herein appointed shall become vested with all the authority hereinabove set out.

*Frank G. Wagoner*

No. 4191 & 4198  
Equity

Order nisi

Copies to MAIL, TIMES &  
ALLEGANIAN (Cumberland),  
NEWS POST (Frederick),  
*Moulton & Dentzel* (Rockville),  
and WASHINGTON POST,  
(Washington, D. C.)

Filed Aug. 13, 1938



NOS. 4191 and 4198 EQUITY  
CONSOLIDATED CASES

GEORGE S. BROWN, et al

vs.

CHESAPEAKE AND OHIO CANAL  
COMPANY, et al

*Jan 10* Petition and Exhibit for  
authority to give notice to  
~~Lessee~~ and Order of Court  
thereon.

*of Receivers*

*quit to*

*Filed Sept 8<sup>th</sup> 1938*

LAW OFFICES  
**LANE AND MISH**  
HAGERSTOWN TRUST BUILDING  
HAGERSTOWN, MD.

GEORGE S. BROWN, et al                   :     IN THE CIRCUIT COURT FOR  
  vs.                                   :     WASHINGTON COUNTY, MARYLAND  
CHESAPEAKE AND OHIO CANAL             :     NOS. 4191 and 4198 EQUITY  
COMPANY, et al                           :     CONSOLIDATED CASES

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Edgar W. Young, R. S. B. Hartz and George L. Nicolson, heretofore appointed Receivers in the above entitled cause, respectfully shows unto your Honorable Court:

1- That they have heretofore filed in your Honorable Court, Reports of Sales of certain of the property of Chesapeake and Ohio Canal Company to the United States of America, at and for the sum of \$2,000,000.00, and also sale of certain property to The Baltimore and Ohio Railroad Company, at and for the sum of \$100,000.00.

2- That there are a large number of leases, licenses, and permits, entered into by the Trustees formerly in possession of the property with various individuals, firms and corporations, a particular list of which is hereto attached and prayed to be taken as a part hereof.

3- That the aforesaid list contains the information with reference to cancellation of each of the aforesaid leases, licenses, and permits, and it is necessary for your petitioners to terminate the aforesaid leases, licenses and permits as speedily as possible, in order that the United States of America may have actual possession in addition to landlord's possession of the property purchased by it, as promptly as possible.

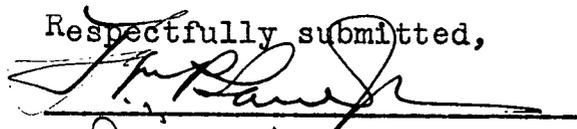
4- That under and by virtue of the provisions of the contract covering the sale to the United States of America, so reported as aforesaid, it is provided in paragraph sixth thereof,

"That before title to the lands covered by this contract shall be accepted by the United States, the said Receivers, or their agents, shall secure from all occupants of land covered by this contract a cancellation or surrender of any leases, licenses, or other instruments, or termination of their right to occupancy, which such occupants may have covering such property, provided, however, that this provision shall not extend to existing water leases. Any occupants failing to cancel or surrender such instruments, or whose rights have not been otherwise terminated, shall be removed by the said Receivers, or their agents, before title to the canal property covered by this contract is accepted on behalf of the United States, unless the Secretary of the Interior, or his successors, shall waive this requirement as to any such occupants."

5- That your petitioners therefore desire to give notice to all tenants, excepting those referred to as Nos. 163, 164 and 165, on the list attached, to vacate and surrender possession of the property which they hold under the leases, licenses and permits, in accordance with the terms thereof.

WHEREFORE, your petitioners pray your Honorable Court to pass an order authorizing, empowering and directing the Receivers in this cause to give to the tenants hereinbefore mentioned and referred to, such notice to quit the premises as is required by the terms of the aforesaid leases, licenses and permits, or as is required by the Laws of the State of Maryland applicable thereto.

Respectfully submitted,

  
\_\_\_\_\_  
Jos. O. [unclear]  
Solicitors for Petitioners.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this 8<sup>th</sup> day of September, A. D., 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for Washington County, personally appeared R. S. B. Hartz, one of the Receivers, and he made oath in due form of law that the matters and facts set forth in the foregoing petition are true, to the best of his knowledge, information and belief.

WITNESS my hand and Official Notarial Seal.

Alice S. Hemelright  
Notary Public.

GEORGE S. BROWN, et al                   :    IN THE CIRCUIT COURT FOR  
  vs.   :    WASHINGTON COUNTY, MARYLAND  
CHESAPEAKE AND OHIO CANAL           :    NOS. 4191 and 4198 EQUITY  
COMPANY, et al                           :    CONSOLIDATED CASES

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ORDER OF COURT

Upon the petition, affidavit and exhibit of Edgar W. Young, R. S. B. Hartz and George L. Nicolson, Receivers in the above entitled cause, it is, thereupon, this 8<sup>th</sup> day of September, A. D., 1938, by the Circuit Court for Washington County, sitting as a Court of Equity, ORDERED that the said Receivers be, and they are hereby authorized, empowered and directed to serve notice upon all persons, firms and corporations holding leases, licenses or permits on the property of the Chesapeake and Ohio Canal Company, as set forth and referred to in said petition, to vacate the same in accordance with the cancellation provisions therein contained, or in accordance with the laws of the State of Maryland applicable thereto.

*Frank G. Bagshaw*

E. W. YOUNG, R. S. B. HARTZ AND G. L. NICOLSON  
 Receivers of  
 CHESAPEAKE AND OHIO CANAL COMPANY

STATEMENT OF LEASES EFFECTIVE SEPTEMBER 1, 1938 ON CANAL PROPERTY  
 WHICH IS TO BE SOLD TO THE UNITED STATES GOVERNMENT  
 UNDER AGREEMENT DATED AUGUST 6, 1938

Lessee	Description of Lease	AGREEMENT				RENTAL		REMARKS
		Kind	Date	Present Term expires	Cancellation Clause	Rate	Now Paid to	
1. Adams, Hazel	150 ft. of bermbank on 8 mile level above Lock #71, Old Town, Md.	Oral	Jan 1, 1936	Dec 31, 1938	None	\$5.00 per annum	Dec 31, 1938	
2. Allen, T. B.	Camp site between Canal and River below road to bridge over Canal opposite Patterson's Creek	Oral	Aug 1, 1936	Jul 31, 1939	None	\$24.00 per annum	Jul 31, 1938	
3. American Legion Post, Cumberland, Md.	Land for baseball park at Cumberland, Md.	Letter	Apr 25, 1935	End of 1938 Season	See remarks	75% Net Receipts	End of 1937 Season	Lease can be cancelled anytime.
4. Angle, G. K.	Land on berm bank of Canal west of bridge crossing Canal at Hancock, Md.	Oral	Jan 1, 1929	Dec 31, 1938	None	\$25.00 per annum	Dec 31, 1938	
5. Anderson, M. W. (W. C. Becker)	Camp site above quarry on two mile level between Lock #6 and Glen Echo, Md.	Lease	Apr 1, 1924	Mar 31, 1939	90 days notice	\$6.00 per quarter	Sep 30, 1938	
6. Baker, Lawrence E.	Ground at mouth of Seneca Creek between Canal and River	Lease	Aug 1, 1932	Jul 31, 1939	90 days notice	\$10.00 per annum	Jul 31, 1939	
7. Balsler, Harry	Ground on berm bank of Canal below warehouse of G. W. Fisher, at Hancock, Md.	Oral	Jan 1, 1936	Dec 31, 1938	None	\$25.00 per annum	Dec 31, 1938	
8. Balsler, Harry	Land east of Fisher's warehouse used for garden	Letter	Apr 1, 1938	Dec 31, 1938	See remarks	\$3.00 per annum	Dec 31, 1938	Lease for 1938 only.
9. Benson, Harry	Donnelly house above Canal tunnel opposite Paw Paw, W. Va.	Oral	May 1, 1936	Monthly tenant	30 days notice	\$4.00 per month	Jun 30, 1937	Rent in arrears
10. Bishop, Newton	House boat (old canal boat) at North Branch	Oral	Nov 16, 1931	Monthly tenant	30 days notice	\$5.00 per month	Jun 16, 1937	Rent in arrears
11. Bitting, Laura (R. De Thiery)	Ground occupied by small house on Canal Road near Foxhall Roads, D. C.	Lease	Apr 5, 1897	Dec 31, 1938	90 days notice	\$5.00 per annum	Sep 30, 1938	
12. Bowers, W. P. and Black, I. T.	Camp site on berm bank of Canal west of Cabin John Creek, Md.	Lease	Jul 1, 1934	Jun 30, 1939	90 days notice	\$12.00 semi-annually	Dec 31, 1938	
13. Callan, C. T.	Ground for store and wharf, Little Orleans, Md.	Oral	Jan 1, 1934	Dec 31, 1938	None	\$18.00 per annum	Dec 31, 1938	
14. Callam, Wm. B.	Canal Lock House #6, Brookmont, Md.	Letter	Jul 28, 1937	Monthly tenant	30 days notice	\$10.00 per month	Aug 31, 1938	
15. Capper, Clem. M.	Ground north side road occupied by store, and ground between road and Canal occupied by dwelling, Chain Bridge, D.C.	Lease	Jan 1, 1925	Dec 31, 1938	90 days notice	\$25.00 semi-annually	Dec 31, 1938	
16. Capper, Clem. M.	Ground on Canal Road east of Chain Bridge, D. C.	Lease	Oct 1, 1932	Dec 31, 1938	90 days notice	\$15.00 per annum	Dec 31, 1938	
17. Cardwell, W. T.	Ground east of Powell's house north side Canal Road, D. C.	Letter	Mar 17, 1930	Mar 15, 1939	See remarks	\$10.00 per annum	Mar 15, 1939	Can cancel anytime on written notice
18. Carl, H. T. and Kattleman, C. H.	Ground for club house below Lock #7, Glen Echo, Md.	Lease	Jan 1, 1936	Dec 31, 1938	90 days notice	\$24.00 per annum	Dec 31, 1938	
19. Carlton, Doris	Camp site east end Magazine lot between Lock #6 and Glen Echo, Md.	Lease	Jul 1, 1933	Jun 30, 1939	90 days notice	\$12.00 semi-annually	Dec 31, 1938	
20. Case, Wm. H.	Hotel property at Great Falls, Md.	Lease	Jan 1, 1925	May 31, 1939	See remarks	\$100.00 per month	Jun 30, 1938	Non payment of rent monthly gives right to evict without notice.
21. Chesapeake & Potomac Telephone Company	Right to place telephone poles on Canal property in Montgomery, Frederick, Washington and Allegany Counties, Md.	Lease	Jan 30, 1917	Jan 1, 1939	None	\$28.50 per annum	Dec 31, 1938	
22. Clark, Clifton P.	Camp site between Douglas & Heine and premises of C. Corson near Glen Echo, Md.	Lease	Jun 1, 1912	May 31, 1939	90 days notice	\$12.00 semi-annually	Dec 31, 1938	
23. Clay, Frank	Ground between Canal and River above Woodmont, Md.	Oral	Jan 1, 1928	Dec 31, 1938	None	\$2.00 per annum	Dec 31, 1937	Rent in arrears
24. Cole, T. V.	Ground along River 1385 ft. west of Aqueduct Bridge, D. C.	Oral	Jun 1, 1919	May 31, 1939	None	\$30.00 per annum	May 31, 1939	
25. Conrad, Tom	Ground above Lock #53 near Hanesock, Md.	Oral	Jan 1, 1931	Dec 31, 1938	None	\$5.00 per annum	Dec 31, 1938	
26. Copperthite, James	Fishing privilege and ground for boat landing between Wastemeir and Eads Mill, D. C.	Oral	Jan 1, 1921	Dec 31, 1938	None	\$25.00 per annum	Dec 31, 1938	
27. Copperthite, James	Ground occupied by six houses between Canal Road and the Canal new cut road in D. C.	Lease	Nov 1, 1934	Oct 31, 1938	90 days notice	\$7.50 per quarter	Oct 31, 1938	
28. Crabtree, James	Ground at Lock #67, near Town Creek, Md.	Oral	Jan 1, 1937	Dec 31, 1938	None	\$5.00 per annum	Dec 31, 1938	
29. Cross, S. H.	Ground near Point of Rocks, Md. (Lock #29)	Oral	Jan 1, 1930	Dec 31, 1938	None	\$5.00 per annum	Dec 31, 1938	
30. Crumbaugh, Mrs. E., Estate of	Ground occupied by building on Canal Road west of Company House, D. C.	Lease	Jan 1, 1899	Dec 31, 1938	90 days notice	\$15.00 per annum	Dec 31, 1938	
31. Crumbaugh, Mrs. E., Estate of	Land on Canal Road in D. C.	Lease	Jan 3, 1898	Jan 2, 1939	90 days notice	\$30.00 per annum	Jan 2, 1938	Rent payable end of year.

Lessee	Description of Lease	AGREEMENT				RENTAL		REMARKS
		Kind	Date	Present Term expires	Cancellation Clause	Rate	Now paid to	
32. Cabbage, W. M.	Lock house and ground at Lock #56, Dam #6, 10 miles from Hancock, Md.	Oral	Mar 1, 1938	Monthly tenant	30 days notice	\$3.00 per month	Aug 31, 1938	
33. Cumberland & Allegheny Gas Company	Right to cross Canal with pipe line in South Cumberland, Md.	Lease	May 1, 1930	Apr 30, 1939	See remarks	\$25.00 per annum	Apr 30, 1939	No provision for cancellation, except for non-payment of rent or non-performance of other conditions of agreement.
34. Davis, A. A.	Ground for stable east of 29th St. and west of Rock Creek, in D. C.	Letter	Dec 3, 1937	Monthly tenant	60 days notice	\$10.00 per month	Jul 31, 1938	
35. Dellinger Brothers	Ground for pasturage, Williamsport, Md.	Letter	Feb 17, 1937		10 days notice	None		
36. Delphey, Chester F.	Camp site above Seneca Creek, Seneca, Md.	Lease	May 1, 1936	Apr 30, 1939	90 days notice	\$10.00 per annum	Apr 30, 1939	
37. Delphey, J. Paul	Ground about 300 yds. above Seneca Creek, Seneca, Md.	Letter	Jun 30, 1930	May 31, 1939	None	\$10.00 per annum	May 31, 1939	
38. Dempsey, P. A. (J. M. Farley)	Ground for boat house just west of Aqueduct Bridge in D.C.	Lease	Jan 1, 1914	Dec 31, 1938	120 days notice	\$90.00 per quarter	Sep 30, 1938	
39. Duvall, D. C.	Camp site west end Magazine lot above Lock #6, Brookmont, Md.	Lease	Apr 1, 1935	Mar 31, 1939	90 days notice	\$12.00 semi-annually	Sep 30, 1938	
40. Eader, John B.	Lock house and ground at foot of six mile level below Williamsport, Md.	Oral	Jan 1, 1937	Monthly tenant	30 days notice	\$ 2.50 per month	Sep 30, 1937	
41. Eaton, Charles	Lock house at Cumberland, Md.	Oral	Mar 27, 1933	Monthly tenant	30 days notice	\$ 5.00 per month	Jul 31, 1938	
42. Evans, Mrs. Christine	Camp site near Lock #8 west of Cabin John, Md.	Oral	Nov 1, 1930	Oct 31, 1938	None	\$24.00 per annum	Nov 30, 1936	Rent in arrears
43. Everitt, Amos	Ground between Canal and River at Stop Lock, near Four Locks, Md.	Oral	Jan 1, 1902	Dec 31, 1938	None	\$ 5.00 per annum	Dec 31, 1938	
44. Everitt, James	Ground enclosed near Four Locks, Md.	Oral	Jan 1, 1923	Dec 31, 1938	None	\$ 2.00 per annum	Dec 31, 1938	
45. Fink, Jake	Ground at Millstone Point, Md.	Oral	Jan 1, 1931	Dec 31, 1938	None	\$ 3.00 per annum	Dec 31, 1938	
46. Fletcher, Charles	Ground between culverts on berm bank at Frizzell's, D. C.	Oral	Aug 1, 1920	Jul 31, 1939	None	\$10.00 per annum	Jul 31, 1939	
47. Fletcher, Joseph	Ground at old outlet of Potomac Canal in D. C.	Oral	Aug 1, 1921	Jul 31, 1939	None	\$25.00 per annum	Jul 31, 1939	
48. Frey, Ethelbert B.	Camp site east of Rock Spring Hotel between r/w of railroad and Aqueduct, Rock Spring, Md.	Lease	Oct 1, 1920	Sep 30, 1938	90 days notice	\$24.00 per annum	Sep 30, 1938	
49. Frey, Ethelbert B.	Camp site between Conduit Road and Electric Railroad, at Rock Spring, Md.	Lease	Feb 1, 1932	Jan 31, 1939	90 days notice	\$24.00 per annum	Jan 31, 1939	
50. Fulton, Stanley	Ground north of Western Maryland R.R. r/w 135 ft. long above Millstone Point, Md.	Oral	Jan 1, 1937	Dec 31, 1938	None	\$20.00 per annum	Dec 31, 1938	
51. Gates, Charles L.	Ground at Seven Locks, Cabin John, Md.	Lease	Mar 25, 1931	Mar 24, 1939	90 days notice	\$12.00 Semi-annually	Sep 24, 1938	
52. Geisbert, S. A.	Camping privilege between Canal and River, and shore privilege, Nolands Ferry, Md.	Lease	Jan 1, 1926	Dec 31, 1938	90 days notice	\$ 6.00 per annum	Dec 31, 1938	
53. Geisbert, S. A.	Camp site between Canal and River above Nolands Ferry, Md.	Letter	Jan 1, 1938	Dec 31, 1938	See remarks	\$ 6.00 per annum	Dec 31, 1938	Terms of other lease to apply (i.e. No. 52)
54. Gray, E.	Ground for house on north side Conduit Road near old Rock Spring Hotel, Md.	Letter	Aug 7, 1931	Dec 31, 1938	See remarks	\$ 5.00 per annum	Dec 31, 1938	Must vacate immediately on notice
55. Gray, Maria	Ground for house along Canal Road near old Rock Spring Hotel, Md.	Oral	Jan 1, 1900	Dec 31, 1938	None	\$ 5.00 per annum	Dec 31, 1938	
56. Gray, Maria	Ground for house on hill back of premises formerly occupied by Mr. Beckley, Rock Spring, Md.	Oral	Jan 1, 1934	Dec 31, 1938	None	\$ 5.00 per annum	Dec 31, 1937	Rent in arrears
57. Harris, L.	Ground for camp and garden, Rock Spring, Md.	Oral	Jan 1, 1920	Dec 31, 1938	None	\$ 5.00 per annum	Dec 31, 1938	
58. Harris, P. C.	Ground for camp near Rock Spring, Md.	Oral	Oct 1, 1921	Sep 30, 1939	None	\$10.00 per annum	Sep 30, 1939	
59. Hartman, Marie B. and Miller, Mary	Camp site near Mondel Culvert Feeder Level Dam #4, near Downsville, Md.	Lease	Jun 1, 1933	May 31, 1939	90 days notice	\$ 5.00 per annum	May 31, 1939	
60. Heath, J. L.	Camp site near Fletchers, D. C.	Lease	Jan 1, 1931	Dec 31, 1938	90 days notice	\$12.00 semi-annually	Sep 30, 1938	
61. Hesser, John A.	Ground and house opposite Paw Paw, W. Va.	Oral	Jan 1, 1904	Dec 31, 1938	None	\$ 5.00 per annum	Dec 31, 1938	
62. Hewitt, V. B.	Ground for camp site above Glen Echo Lock, Glen Echo, Md.	Letter	Apr 11, 1936	Dec 31, 1938	None	\$12.00 semi-annually	Jun 30, 1938	
63. Hoffman, Seibert J.	Ground at McCoys Ferry above Four Locks, Md.	Oral	Jan 1, 1933	Dec 31, 1938	None	\$ 5.00 per annum	Dec 31, 1937	Rent in arrears
64. Holober, Edward	Camp site east of Shaffer's Lock on berm bank of Canal, Glen Echo, Md.	Lease	Jul 1, 1926	Jun 30, 1939	90 days notice	\$12.00 semi-annually	Dec 31, 1938	
65. Hopkins, W. B. (Victor Hall)	Camp site near Lock #8, near Cabin John, Md.	Lease	Jun 8, 1932	Jun 7, 1939	90 days notice	\$12.00 semi-annually	Jun 8, 1938	Rent in arrears

Lessee	Description of Lease	Kind	Date	AGREEMENT		RENTAL		REMARKS
				Present Term expires	Cancellation Clause	Rate	Now paid to	
66. Hovermill, L. E.	Ground between Canal and River, Hancock, Md.	Oral	Jan 1, 1937	Dec 31, 1938	None	\$ 3.00 per annum	Dec 31, 1938	
67. Hughes, Geo. E.	Use of towpath above Hancock, Md., for roadway	Oral	Jan 1, 1928	Dec 31, 1938	None	\$10.00 per annum	Dec 31, 1937	Rent in arrears
68. Hull, Harry	Pasture on berm bank of Canal below McCoys Ferry, at Four Locks, Md.	Oral	Jan 1, 1931	Dec 31, 1938	None	\$ 5.00 per annum	Dec 31, 1938	
69. Iovino, I. A. (C. D. Penn)	Camp site near Lock #8, near Cabin John, Md.	Oral	Feb 1, 1934	Monthly tenant	30 days notice	\$ 5.00 per month	Feb 8, 1936	Rent in arrears
70. Izaak Walton League - Rockville Chapter	Lock house at Pennifields Lock between Seneca and Great Falls, Md.	Letter	Aug 12, 1936	Monthly tenant	30 days notice	\$10.00 per month	Current	Rent abated in payment of repairs to building
71. Izaak Walton League - Rockville Chapter	Camp site on Canal guard bank near Lock #10, Seneca, Md.	Oral	Jan 1, 1934	Dec 31, 1938	None	\$10.00 per annum	Dec 31, 1938	
72. Jackson, James	Ground west of Tonoloway Creek for pasture, Hancock, Md.	Oral	Jan 1, 1932	Dec 31, 1938	None	\$ 5.00 per annum	Dec 31, 1938	
73. Jones, Louis	Lock house at head of nine mile level, Dickerson, Md.	Oral	May 1, 1936	Apr 30, 1939	None	\$20.00 per annum	Apr 30, 1939	
74. Kabusky, Thos.	Lock house at Lock #72 near Patterson Creek, Md.	Oral	Mar 1, 1937	Monthly tenant	30 days notice	\$ 5.00 per month	Jul 31, 1938	
75. Keefer, Manuel	Ground on 4-mile level below Robey's Culvert, Green Ridge, Md.	Oral	Jan 1, 1932	Dec 31, 1938	None	\$ 3.00 per annum	Dec 31, 1936	Rent in arrears
76. Keefer, William H.	Ground at Round Top, Md.	Oral	Jan 1, 1931	Dec 31, 1938	None	\$25.00 per annum	Dec 31, 1938	
77. Kehne, Cameron C.	Camp site between Canal and River opposite Lock #29 near Point of Rocks, Md.	Oral	Jan 1, 1936	Dec 31, 1938	30 days notice	\$10.00 per annum	Dec 31, 1938	
78. Kemper, Edward C.	Camp site between Glen Echo Lock and Sycamore Island Bridge, east of Glen Echo, Md.	Lease	Jan 1, 1935	Dec 31, 1938	90 days notice	\$12.00 semi-annually	Dec 31, 1938	
79. Kenton Canoe Club	Camp site near Little Falls Dam between Lock #6 and Glen Echo, Md.	Lease	Jan 1, 1916	Dec 31, 1938	90 days notice	\$24.00 per annum	Dec 31, 1934	Rent in arrears
80. Kerns, O. W.	Malcolm's Island opposite Okonoko, W. Va.	Oral	Jan 1, 1937	Dec 31, 1938	None	\$10.00 per annum	Dec 31, 1938	
81. Kershenbaum, Mary J.	Camp site on Magazine Lot above Kings Lock, Brookmont, Md.	Lease	Apr 1, 1937	Mar 31, 1939	90 days notice	\$12.00 semi-annually	Sep 30, 1938	
82. Kimble, W. A.	Ground between Patterson Creek Bridge and Pump House, near Patterson Creek, Md.	Oral	Jan 1, 1924	Dec 31, 1938	None	\$ 5.00 per annum	Dec 31, 1937	
83. Kinslow, Frank	Ground north of Conduit Road near Rock Spring, Md.	Lease	Jan 1, 1921	Dec 31, 1938	90 days notice	\$ 5.00 per annum	Dec 31, 1938	
84. Kinslow, Lewis	Building site on top of hill below premises of Conrad Steiner, Rock Spring, Md.	Lease	Apr 1, 1920	Mar 31, 1939	90 days notice	\$ 5.00 per annum	Mar 31, 1939	
85. Little, P. T. and William	Two pieces of enclosed ground, Hancock, Md.	Lease	Jan 1, 1896	Dec 31, 1938	90 days notice	\$11.00 per annum	Dec 31, 1938	
86. Long, Humbert	Ground between towpath and River at Four Mile level below Lock #61, above Green Ridge, Md.	Oral	Oct 1, 1936	Sep 30, 1938	None	\$10.00 per annum	Sep 30, 1937	Rent in arrears
87. Long, Isaac	Lock house at Lock #68 opposite South Branch, Md.	Oral	Feb 16, 1933	Monthly tenant	30 days notice	\$ 3.00 per month	Apr 16, 1939	
88. McAfee, C. L.	Enclosed ground near Hancock, Md.	Oral	Jan 1, 1910	Dec 31, 1938	None	\$ 1.00 per annum	Dec 31, 1938	
89. McCarthy, Ed.	Ground for house, Canal Road, D. C.	Lease	Jul 1, 1908	Dec 31, 1938	90 days notice	\$10.00 per annum	Dec 31, 1938	
90. Mahony, Felix	Ground along feeder above Lock #6 opposite Little Falls Dam, Md.	Oral	Apr 1, 1912	Mar 31, 1939	None	\$ 6.00 per quarter	Sep 30, 1938	
91. Marsden, F. D. (B. Porto)	Right to place bridge across Canal below Great Falls, Md.	Letter	Jul 1, 1936	Monthly tenant	10 days notice	\$ 2.00 per month	Sep 30, 1938	
92. Martin, Mrs. Tuck	Enclosed ground near Four Locks, Md.	Oral	Jan 1, 1936	Dec 31, 1938	None	\$ 3.00 per annum	Dec 31, 1938	
93. Miller, Mr. and Mrs. J. S.	Camp site on short level at Seneca just above overflow, Seneca, Md.	Lease	Jul 1, 1932	Jun 30, 1939	90 days notice	\$10.00 per annum	Jun 30, 1938	
94. Miller, F. M.	Lock house at Lock #12 near Cabin John, Md.	Letter	Mar 21, 1935	Monthly tenant	30 days notice	\$ 5.00 per month	Jan 31, 1938	Rent in arrears
95. Miller, R. M.	Camp site adjoining Felix Mahony opposite Little Falls Dam, Md.	Lease	Nov 1, 1912	Oct 31, 1938	90 days notice	\$24.00 per annum	Oct 31, 1938	
96. Money, N. W.	Ground between Canal and River at Point of Rocks, Md.	Oral	Jan 1, 1936	Dec 31, 1938	None	\$ 2.00 per annum	Dec 31, 1938	
97. Moxley, J.	Ground between Canal and Railroad near Hancock, Md.	Oral	Jan 1, 1936	Dec 31, 1938	None	\$ 3.00 per annum	Dec 31, 1937	Rent in arrears
98. Nash, Andrew H.	Camp site opposite Sycamore Island above Lock #6, Md.	Lease	Jul 1, 1917	Jun 30, 1939	90 days notice	\$ 6.00 per quarter	Jun 30, 1938	
99. Newcomb, Robinson	Camp site above Kenton Canoe Club, Little Falls Dam, Md.	Lease	Jan 1, 1932	Dec 31, 1938	90 days notice	\$12.00 semi-annually	Dec 31, 1936	Rent in arrears
100. Newcomb, Robinson	Camp site between premises of Mahony and Talmadge near Little Falls Dam, Md.	Lease	May 1, 1916	Apr 30, 1939	90 days notice	\$12.00 semi-annually	Oct 31, 1938	
101. Nicholson, J. B., Jr.	Camp site between towpath and River opposite upper end of the wide water at Seneca, Md.	Lease	Apr 1, 1935	Mar 31, 1939	90 days notice	\$10.00 per annum	Mar 31, 1939	

Lessee	Description of Lease	AGREEMENT				RENTAL		REMARKS
		Kind	Date	Present Term expires	Cancellation Clause	Rate	Now paid to	
102. Norman, J. W.	Ground at Mondel Culvert, near Sharpsburg, Md.	Oral	Jan 1, 1936	Dec 31, 1938	None	\$10.00 per annum	Dec 31, 1938	
103. Orrison, Charles	Ground for garage near Point of Rocks, Md.	Oral	Jan 1, 1923	Dec 31, 1938	None	\$ 5.00 per annum	Dec 31, 1937	Rent in arrears
104. Otto, Frank J. and Ricketts, T. P.	Camp site above aqueduct, Seneca, Md.	Lease	Jun 1, 1935	May 31, 1939	90 days notice	\$10.00 per annum	May 31, 1939	
105. Post, T. S.	Lock house #64-2/3 near Town Creek, Md.	Oral	Oct 1, 1937	Monthly tenant	30 days notice	\$ 2.00 per month	Sep 30, 1938	
106. Post, T. S.	Lock house #66 near Town Creek, Md.	Oral	Oct 1, 1937	Monthly tenant	30 days notice	\$ 2.00 per month	Sep 30, 1938	
107. Potts, Albert	Ground between Canal and River below Lock #57, Little Orleans, Md.	Oral	Jan 1, 1934	Dec 31, 1938	None	\$ 5.00 per annum	Dec 31, 1938	
108. Prather, R. P.	Lock house at Lock #10, Cabin John, Md.	Letter	Jan 10, 1938	Monthly tenant	30 days notice	\$ 5.00 per month	Sep 30, 1938	
109. Ritchie, Perry	Ground between Canal and River at 11-mile stake below Cumberland, Md.	Oral	Jan 1, 1934	Dec 31, 1938	None	\$15.00 per annum	Dec 31, 1936	Rent in arrears
110. Rittenhouse, J. S. W.	Lock house at Lock #70, Oldtown, Md.	Oral	Sep 10, 1929	Monthly tenant	30 days notice	\$ 3.00 per month	Jun 30, 1933	Rent in arrears
111. Rompf, John	Ground on 4-mile level below Robey's Culvert, Green Ridge, Md.	Oral	Jan 1, 1936	Dec 31, 1938	None	\$ 3.00 per annum	Dec 31, 1937	Rent in arrears
112. Ruppert, C. J.	Camp site on towpath, side of Canal at Brookmont, Md.	Lease	Jun 1, 1936	May 31, 1939	90 days notice	\$12.00 semi-annually	Nov 30, 1938	
113. Schafer, George D	Camp site above Fletcher's boat house in D. C.	Oral	Jan 1, 1926	Dec 31, 1938	None	\$12.00 per annum	Dec 31, 1938	
114. Shives, O.	Land and building at Millstone and at stop lock at foot of Little Pool, Millstone, Md.	Lease	Jan 1, 1896	Dec 31, 1938	90 days notice	\$ 3.00 per annum	Dec 31, 1938	
115. Shives, Thos.	Lock house foot of Hancock level, Hancock, Md.	Oral	Oct 1, 1936	Monthly tenant	30 days notice	\$ 3.00 per month	Aug 31, 1938	
116. Smith, Raymond	Ground on berm bank of Canal 1/2 mile from Antietam, Md.	Lease	Apr 1, 1936	Mar 31, 1939	90 days notice	\$10.00 per annum	Mar 31, 1937	Rent in arrears
117. Snyder, David	Ground on 4-mile level above Lock #60, Md.	Oral	Jan 1, 1933	Dec 31, 1938	None	\$ 5.00 per annum	Dec 31, 1938	
118. Spicer, E. A. and Czichos, P. A.	Camp site on location of former Lock house at Seneca feeder, near Seneca, Md.	Lease	Apr 1, 1934	Mar 31, 1939	90 days notice	\$10.00 per annum	Mar 31, 1939	
119. Steiner, Essie	Ground for house on hill above premises of Maria Gray, at Rock Spring, Md.	Lease	Jan 1, 1915	Dec 31, 1938	90 days notice	\$ 5.00 per annum	Dec 31, 1938	
120. Stickel, H.	Ground for house on Canal Road south of distributing reservoir in D. C.	Lease	Jan 1, 1926	Dec 31, 1938	90 days notice	\$ 5.00 per annum	Dec 31, 1938	
121. Stockman, Walter C.	Camp site between towpath about 500-ft. below lock at Seneca Creek, Seneca, Md.	Lease	Jan 1, 1936	Dec 31, 1938	90 days notice	\$10.00 per annum	Dec 31, 1938	
122. Stull, C. E.	Lock house at Seneca Creek, Seneca, Md.	Oral	Apr 1, 1937	Monthly tenant	30 days notice	\$10.00 per month	Aug 31, 1938	
123. Stup, Harry D.	Camp site between towpath and River at foot of 8-mile level, Seneca, Md.	Lease	Sep 1, 1934	Aug 31, 1939	90 days notice	\$10.00 per annum	Aug 31, 1938	
124. Swainson, Mrs. Eva	Camp site near Glen Echo Lock, Glen Echo, Md.	Letter	Apr 9, 1938	Dec 31, 1938		\$12.00 semi-annually	Jun 30, 1938	
125. Sweeny, Harry W.	Ground above Cabin John Creek on berm side, Cabin John, Md.	Letter	Aug 1, 1937	Jul 31, 1939	30 days notice	\$ 6.00 per quarter	Jul 31, 1938	
126. Talbott, H. M.	Ground between Canal and River at Monocacy Aqueduct, Monocacy, Md.	Oral	Jan 1, 1931	Dec 31, 1938	None	\$ 5.00 per annum	Dec 31, 1938	
127. Talmadge, Andrew P.	Camp site below Kenton Canoe Club, Little Falls Dam, Md.	Lease	Jan 1, 1916	Dec 31, 1938	90 days notice	\$12.00 semi-annually	Jun 30, 1938	
128. Torreyson, Elmore	Ground and brick building used as blacksmith shop on 29th Street north of K Street (N.W.) in D. C.	Lease	Jul 10, 1937	Monthly tenant	30 days notice	\$10.00 per month	Jun 30, 1938	
129. Troup, Fred	Company house on Canal Road in D. C.	Oral	Jan 1, 1937	Monthly tenant	30 days notice	\$20.00 per month	Aug 15, 1938	
130. Tschiffely, Laura T.	Ground occupied by warehouse on berm bank of Canal, Seneca, Md.	Lease	Jun 1, 1934	May 31, 1939	90 days notice	\$10.00 per annum	See remarks	Rent abated until further notice.
131. Twigg, Charles D.	Ground near Little Orleans, Md.	Oral	Jan 1, 1932	Dec 31, 1938	None	\$ 6.00 per annum	Dec 31, 1938	
132. Tavenner, C. O.	Property between Canal Road and Conduit Road in D. C.	Lease	Jan 1, 1920	Dec 31, 1938	30 days notice	\$25.00 per quarter	May 15, 1936	Rent in arrears
133. Muck, C. W.	Building known as Lock house #8, Cabin John, Md.	Letter	May 1, 1936	Monthly tenant	30 days notice	\$ 5.00 per month	Aug 31, 1938	
134. Walker, J. P.	Ground along Daugtery wide water east of Cumberland, Md.	Oral	Jan 1, 1933	Dec 31, 1938	None	\$ 5.00 per annum	Dec 31, 1937	Rent in arrears
135. Walter, A. H.	Camp site northwest corner High Island, Little Falls Dam, Md.	Lease	Jul 1, 1930	Jun 30, 1939	90 days notice	\$12.00 semi-annually	Dec 31, 1938	
136. Warner, Julius	Ground west of Aqueduct Bridge and south of Canal in D. C.	Lease	Apr 1, 1929	Mar 31, 1939	120 days notice	\$90.00 per quarter	Sep 30, 1937	Rent in arrears
137. Washington Canoe Club	Ground for boat house west of Aqueduct Bridge in D. C.	Lease	Jan 1, 1910	Dec 31, 1938	120 days notice	\$30.00 per quarter	Jun 30, 1938	
138. Weber, J. L.	Ground on berm side of Canal on 4-mile level below Robey's Culvert, Green Ridge, Md.	Oral	Jan 1, 1930	Dec 31, 1938	None	\$ 3.00 per annum	Dec 31, 1937	Rent in arrears

Lessee	Description of Lease	AGREEMENT				RENTAL		REMARKS
		Kind	Date	Present Term expires	Cancellation Clause	Rate	Now paid to	
139. West, Mrs. M. F.	Ground for store, etc., at Seneca, Md.	Oral	Jul 1, 1906	Jun 30, 1939	None	\$ 5.00 per annum	Jun 30, 1938	
140. West, William	House and lot on Canal Road west of Mixed Track in D. C.	Lease	Jan 1, 1899	Dec 31, 1938	90 days notice	\$10.00 per annum	Dec 31, 1938	
141. Wolff, Mrs. Emma	Ground between Canal and River above Sycamore Island Bridge east of Glen Echo, Md.	Lease	Jun 1, 1936	May 31, 1939	90 days notice	\$12.00 semi-annually	May 31, 1938	
142. Yeakle, W. E.	Ground between Pike and W.M.R.R. in valley leading to old road culvert, Hancock, Md.	Lease	Jul 1, 1935	Jun 30, 1939	90 days notice	\$24.00 per annum	Jun 30, 1939	
143. Younker, John	Ground and buildings at Hancock, Md.	Oral	Jan 1, 1931	Dec 31, 1938	None	\$ 3.00 per annum	Dec 31, 1935	Rent in arrears
144. Younker, John	Ground and buildings at Hancock, Md.	Oral	Jan 1, 1923	Dec 31, 1938	None	\$ 3.00 per annum	Dec 31, 1935	Rent in arrears
145. Chesapeake & Potomac Telephone Co.	Right to cross Canal property with wire line about 200-ft. east of Foundry Run in D.C. to reach customer not located on Canal Project. (Lessee's Map No. BA-7357)	Oral	Jul 13, 1931			None		
146. Chesapeake & Potomac Telephone Co.	Right to cross Canal property with wire line 3/4-mile west of Foundry Run, D. C., to reach customer not located on Canal Project. (Lessee's Map No. BA-7444)	Oral	Jul 27, 1932			None		
147. Chesapeake & Potomac Telephone Co.	Right to cross Canal property with wire line 1/2-mile west of Foundry Run, D. C., to reach customer located on the Canal Project. (Lessee's Map No. BA-6278)	License	Oct 3, 1931	Oct 3, 1938	30 days notice	\$ 6.00 per annum	Oct 3, 1938	
148. Chesapeake & Potomac Telephone Co.	Right to cross Canal property with wire line about 1000-ft. west of Foundry Run, D. C., to reach customer located on Canal Project. (Lessee's Map No. AG-9830)	License	Jun 22, 1926	Jun 22, 1939	30 days notice	\$ 5.00 per annum	Jun 22, 1939	
149. Chesapeake & Potomac Telephone Co.	Right to cross Canal property with wire line at old outlet of Potomac Canal, D. C., to reach customer located on Canal Project. (Lessee's Map No. BA-7454)	License	Mar 12, 1934	Mar 12, 1939	30 days notice	\$ 6.00 per annum	Mar 12, 1939	
150. Cardwell, W. T.	Ground occupied by house 1/4-mile west of Foundry Run in D.C.	License	Dec 15, 1937	Dec 15, 1938	30 days notice	\$50.00 per annum	Dec 15, 1938	
151. Davis, C. A.	Ground for summer camp 500-ft. west of Foundry Run in D. C.	License	Sep 1, 1931	Sep 1, 1938	30 days notice	\$60.00 per annum	Sep 1, 1938	
152. Harman, I. A.	Ground occupied by house 600-ft. west of Foundry Run in D. C.	License	May 1, 1938	May 1, 1939	30 days notice	\$60.00 per annum	May 1, 1939	
153. Lewis, Mrs. Henry	Ground occupied by boat house 1000-ft. east of Foundry Run.	License	May 1, 1938	May 1, 1939	30 days notice	\$ 1.00 per month	Jul 31, 1938	
154. Litton, Betty	Ground for summer camp at Foundry Run in D. C.	License	Oct 1, 1937	Oct 1, 1938	30 days notice	\$15.00 per quarter	Sep 30, 1938	
155. Pizzarella, J. W.	Ground occupied by house 700-ft. west of Foundry Run, D.C.	License	May 1, 1938	May 1, 1939	30 days notice	\$50.00 per annum	May 1, 1939	
156. Swann, Mary	Ground occupied by house 700-ft. east of Foundry Run, D.C.	License	Oct 1, 1936	Sep 30, 1938	30 days notice	\$11.25 per quarter	Jun 30, 1938	
157. Wallace, Clyde J.	Ground occupied by house about 1/4-mile west of Foundry Run.	License	Dec 15, 1937	Dec 15, 1938	30 days notice	\$60.00 per annum	Dec 15, 1938	
158. Washington Canoe Club	Ground occupied by club house west of old Aqueduct Bridge, D.C.	License	Mar 28, 1918	Mar 28, 1939	30 days notice	\$12.50 per month	Aug 31, 1938	
159. Potomac Electric Power Company	Right to cross Canal property 3/4-mile west of Foundry Run in D.C., to reach customer not located on Canal Project, with (Lessee's Map No. 485056-B) <u>wire line.</u>	Oral	Aug 29, 1932			None		
160. Potomac Electric Power Company	Right to cross Canal property at old outlet of Potomac Canal in D.C., to reach customer located on Canal Project, with wire line. (Lessee's Map No. 486074-A)	License	Mar 3, 1934	Mar 3, 1939	30 days notice	\$ 5.00 per annum	Mar 3, 1939	
161. Potomac Electric Power Company	Right to cross Canal property with wire line west of old Aqueduct Bridge in D.C., to reach customer located on Canal Project. (Lessee's Map No. 484063-A)	License	Jul 11, 1932	Jul 11, 1939	30 days notice	\$13.00 per annum	Jul 11, 1939	
162. Potomac Electric Power Company	Right to cross Canal property with wire line 1000-ft. west of Foundry Run, D.C., to reach customer located on Canal Project. (Lessee's Map No. 739621)	License	Nov 15, 1924	Nov 15, 1938	30 days notice	\$ 7.00 per annum	Nov 15, 1938	
163. District of Columbia Paper Mills, Inc.	Water for power purposes between Locks #4 and #5 in D.C.	Lease No.1	Oct 1, 1916		See remarks	\$780.00 per quarter	Current	These water leases are not to be cancelled under Agreement of Sale, dated August 6, 1938
Do	Do	Lease No.2	Jul 18, 1922		Do	\$1755.45 per quarter	Do	
Do	Do	Lease No.3	Jan 5, 1926		Do	\$ 975.00 per quarter	Do	
164. Wilkins-Rogers Milling Company, Inc.	Water for power purposes between Locks #4 and #5 in D.C.	Leases Nos.1/2	1860		See remarks	\$ 375.00 per quarter	Current	Do
Do	Do	Lease No. 3	Aug 1, 1862		Do	\$ 375.00 per quarter	Do	Do
Do	Do	Leases Nos.4/5	Oct 1, 1916		Do	\$ 687.50 per quarter	Do	Do
Do	Do	Lease No. 6	Jan 5, 1926		Do	\$ 819.00 per quarter	Do	Do
165. Potomac Light & Power Company	Water for power purposes at Dams No. 4 and No. 5 at Williamsport, Md.	Lease	Jun 30, 1936	Jun 30, 1946	See remarks	\$1500.00 per annum	Jun 30, 1946	Supplemental Agreement dated Jul 28/1936 provides that, in event Canal is sold, any rental (which is already paid in advance to Jun 30/1946) then unearned shall be reimbursed to the lessee. The water lease itself, however, is not to be cancelled.

NOS. 4191 - 4198 EQUITY  
CONSOLIDATED  
IN THE CIRCUIT COURT  
FOR WASHINGTON COUNTY

GEORGE S. BROWN AND OTHERS

VS.

CHESAPEAKE AND OHIO CANAL  
COMPANY

ORDER OF COURT REQUIRING  
ADDITIONAL BONDS BY  
RECEIVERS

*Filed Sept 8<sup>th</sup> 1938*

SCOTT R. MCKANE  
COURT STENOGRAPHER  
HAGERSTOWN

WASHINGTON COUNTY, MARYLAND

GEORGE S. BROWN AND OTHERS	(	NOS. 4191 - 4198 EQUITY
	(	CONSOLIDATED
VS.	(	
	(	IN THE CIRCUIT COURT
CHESAPEAKE AND OHIO CANAL	(	
COMPANY	(	FOR WASHINGTON COUNTY

WHEREAS by an Order of this Court filed April 29th 1938, Edward W. Young, R. S. B. Hartz and George L. Nicholson were appointed Receivers with authority to negotiate for and enter into a contract or contracts for the sale of certain property now under the jurisdiction of this Court in the above entitled causes any such contract of sale to be subject to the approval of this Court and

WHEREAS the said Receivers have filed their report of sales by which it is shown that all the right, title and interest of all the parties to these proceedings in and to certain property mentioned and described in said report of sales has been sold subject to the approval of this Court at and for the sum of TWO MILLION ONE HUNDRED THOUSAND (\$2,100,000.00) DOLLARS and

WHEREAS at the time of the appointment of said Receivers as aforesaid they were required by said Order of Court to enter into a bond in the penalty of only THIRTY THOUSAND (\$30,000.00) DOLLARS conditioned for the faithful performance of the trust reposed in them by said Order and

WHEREAS it is now deemed desirable and necessary before the final ratification by this Court of the sales in said report of sales contained that said Receivers be required to give additional bond or bonds as further assurance of the said Receivers fulfilment of the trusts reposed in them by said Order and any further Order in the premises.

NOW THEREFORE it is this 8<sup>th</sup> day of September, A.D. 1938,  
by the Circuit Court for Washington County, sitting in Equity  
and by the authority thereof, adjudged and ordered that the said  
Receivers file in this Court before presenting an Order for  
the final ratification of the said sales, their four (4)  
additional bonds to the State of Maryland, each in the penalty  
of FIVE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED (\$517,500.00)  
DOLLARS, each with a different corporate surety or sureties to  
be approved by this Court and each to be conditioned that the  
said Receivers do and shall well and faithfully perform the  
trust reposed in them by said decree or that may be reposed in  
them by any future decree or order in the premises and shall  
account for the proceeds of the sale of the real estate in  
these proceedings.

*Frank G. Stogaman*

No. 4191 & 4198  
Consolidated

Petition of Surving  
Trustee to sell to Wash-  
ington & N. Md. R.R. Co.  
Six parcels of land in  
D. C. Affidavit &  
Order of Court thereon

Filed June 1, 1937

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

George S. Brown et al., :  
Trustees, : Nos. 4191 and 4198  
vs. : Consolidated Causes.  
The Chesapeake and Ohio Canal Company et al. :  
:

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To the Honorable, the Judge of said Court:

In 1908 the Washington and Western Maryland Railroad Company, which is a wholly owned subsidiary of The Baltimore and Ohio Railroad Company, began the construction of its railroad from the District line through Washington to afford freight facilities for The Baltimore and Ohio Railroad in Georgetown. It acquired the necessary right of way and a part of this right of way was over six small parcels of land owned by the Chesapeake and Ohio Canal Company, all situate in the District of Columbia. At the time the construction was begun it could not be determined with accuracy just how much of the land of the Chesapeake and Ohio Canal Company would be necessary for the construction of the railroad. It was agreed that after the railroad was constructed the Trustees and the Railroad Company would agree upon a valuation of the land taken. From time to time the question of valuation was discussed between the Trustees and the Railroad Company, but no definite conclusion as to price was reached.

There were certain revisions made as to the amount of land required on the plats marked B and D hereinafter referred to, certain revisions as shown as having been made on August 29, 1916.

There were a number of parcels of land purchased by the Railroad Company for its right of way from others, and it has now been agreed between the Trustee and the Railroad Company that the price paid for similar lands adjoining lands of the Canal Company should be taken as a basis for the valuation of the lands to be

acquired from the Canal Company, although the prices paid to others were above rather than below the real valuation of the land which was not particularly available for other uses.

The parcels of land to be acquired are shown upon Plats A, B, C, D, E and F, and the valuations agreed upon based on the amounts paid for adjoining lands are \$7,095.00 to which it is agreed interest from July 1, 1908, to April 30, 1937, at 4% shall be added, making the total price now to be paid \$15,278.00.

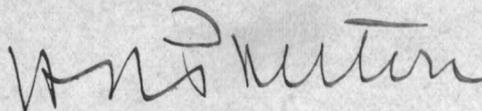
There is attached hereto plats showing the six parcels of land containing full descriptions thereof which are asked to be taken as a part of this petition.

None of these parcels of land are of special value to the Canal or affect in any way its operation. This has been demonstrated by the fact that since the road was constructed in 1908 and during the fifteen years or more that the Canal has been operated the construction and operation of the railroad has not caused any interference with the operation of the Canal or its maintenance.

The valuations placed upon the several parcels of land are the full value of said parcels at the time of purchase.

The Surviving Trustee, therefore, prays that the Court may approve the consummation of this arrangement with the Railroad Company by the execution of deeds for said several parcels of land as described in the plats hereto attached upon payment of the consideration therefor as above stated.

Respectfully submitted,



Surviving Trustee.

State of Maryland:  
: to wit  
City of Baltimore:

I hereby certify that on this 13<sup>th</sup> day of April, 1937,  
personally appeared H. R. Preston, Surviving Trustee of the  
Chesapeake and Ohio Canal Company, and made oath in due form  
of law that the matters and facts stated in the foregoing  
petition are true to the best of his knowledge and belief.

*Arme Magdelene Faries*  
Notary Public

My Commission expires May 3, 1937.

ORDER

ORDERED by the Circuit Court for Washington County, Maryland, this <sup>1<sup>st</sup></sup> day of *June*, 1937, upon the above petition that H. R. Preston, Surviving Trustee, is hereby authorized to sell and convey to the Washington and Western Maryland Railroad Company the six parcels of land described in the several plats attached to said petition upon receiving payment of the sale price therefor stated in said petition and upon receiving from the Supreme Court of the District of Columbia an order authorizing said sale.

*Frank G. Wagoner*

WASHINGTON AND WESTERN MARYLAND RAILROAD.

Description Memo. Parcel "A" Right of Way to be leased from Chesapeake and Ohio Canal Company.

All that plot or parcel of ground situated in the District of Columbia, bounded and described as follows:

Beginning at a point on the north-easterly right of way limit of the Chesapeake and Ohio Canal where it is intersected by the dividing line between the lands belonging to the Real Estate and Improvement Co, formerly the Palisades of the Potomac Property, and lands now or late belonging to Mrs. Ann O'Neal, about 600 feet south-east of the District Line; said point of beginning being also on the westerly prolongation of the southerly line of lands of the United States Government as marked by stones WAH\*1 and WAK\*17 and being  $588^{\circ}58'15''W$ , 181.9 feet from said stone WAH\*1; thence along the south-westerly line of said lands of the Real Estate and Improvement Co,  $333^{\circ}59'45''E$ , 769.9 feet to a stone monument and  $522^{\circ}59'50''E$ , 299.2 feet to a point distant 125 feet measured at right angles from the centre line of Revised Location "LA", Washington and Western Maryland R.R. at station 23+94.6; thence by lands of the party of the first part by a line parallel with the tangent of said centre line "LA",  $N36^{\circ}37'45''W$ , 565.0 feet; thence  $N26^{\circ}24'25''W$ , 513.6 feet to the aforesaid westerly prolongation of the southerly line of lands of the U.S. Government; thence along said westerly prolongation  $N88^{\circ}58'15''E$ , 18.1 feet to the place of beginning.

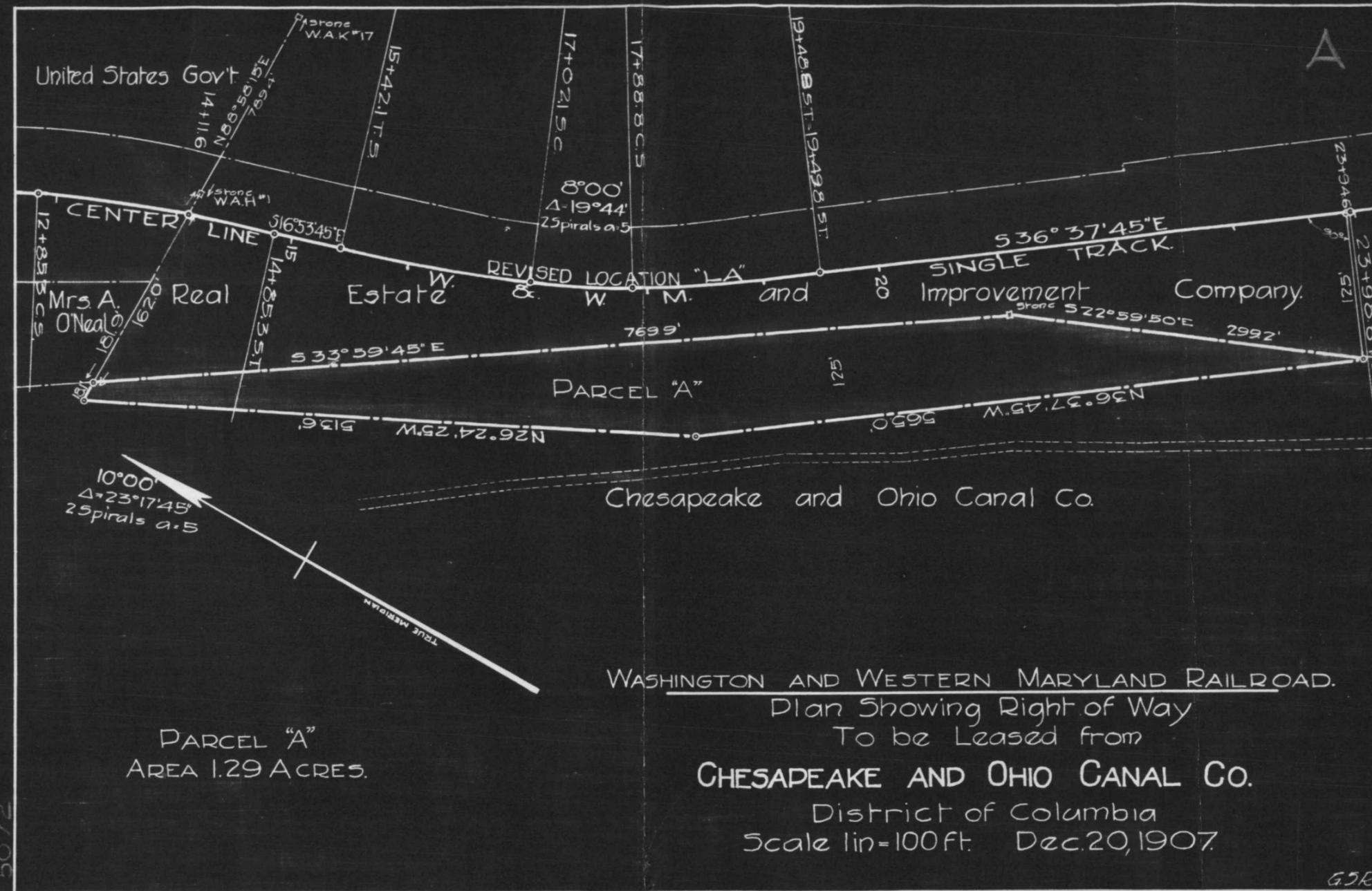
Containing 1.29 Acres more or less.

G.S.R. 6.6.6.

G.S.R. G.F.S.

31 161

E.M.R. G.F.S.



PARCEL "A"  
AREA 1.29 ACRES.

WASHINGTON AND WESTERN MARYLAND RAILROAD.  
Plan Showing Right of Way  
To be Leased from  
**CHESAPEAKE AND OHIO CANAL CO.**  
District of Columbia  
Scale 1in=100ft. Dec. 20, 1907.

5072

G.S.R.

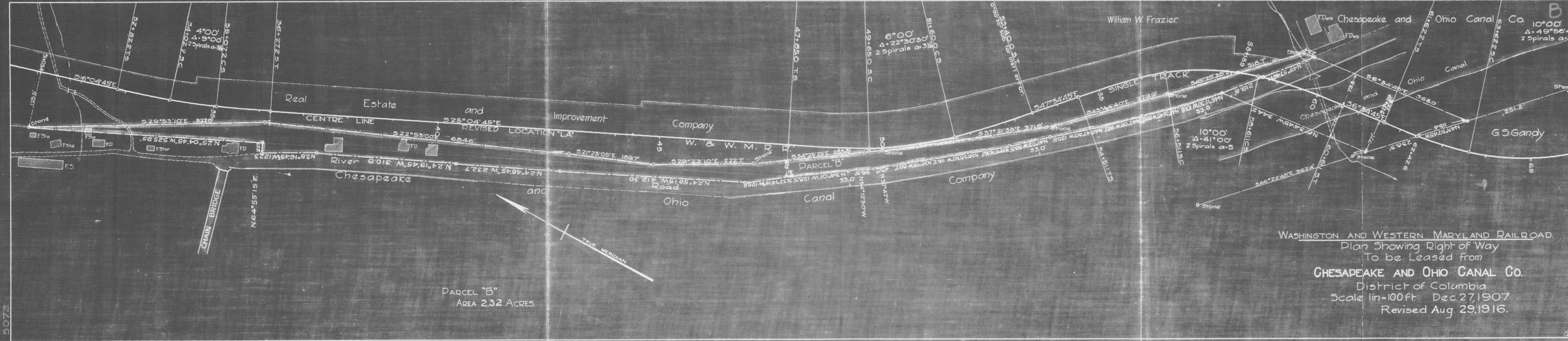
WASHINGTON AND WESTERN MARYLAND RAILROAD

Property to be Purchased from Chesapeake and Ohio Canal Co.

Parcel "B"

All that plot or parcel of ground situated in the District of Columbia, bounded and described as follows:

Beginning at a stone monument at the first angle northwest of Chain Bridge in the dividing line between lands of the party of the first part and lands belonging to the Real Estate and Improvement Co., formerly the Palisades of the Potomac property; said point of beginning being distant 125.5 feet measured westwardly and at right angles from the centre line of Revised Location "LA", Washington and Western Maryland R.R. at station 31+05.4; thence along said dividing line the following courses and distances, to wit: S29°53'10"E, 527.8 feet; S22°53'00"E, 684.6 feet; S21°23'05"E, 189.7 feet; S29°23'10"E, 222.7 feet to a stone monument; S34°25'25"E, 288.8 feet to a stone monument, S37°21'35"E, 371.8 feet to a stone monument, and S43°44'40"E, 279.9 feet to a stone monument; thence still along the aforesaid dividing line and along the dividing line between lands of the party of the first part and lands now or late belonging to William W. Frazier, S45°25'35"E, 318.7 feet to a stone monument situated at the extreme southerly corner of said lands of William W. Frazier; thence by lands of the party of the first part by a line parallel with the tangent of said centre line "LA" and crossing the River Road and the C. & O. Canal, S6°34'45"E, 394.3 feet to a point on the dividing line between lands of the party of the first part and lands now or late belonging to G.S. Gandy, said point being distant 251.2 feet measured northwestwardly along said last mentioned dividing line from a stone monument numbered 28; thence along said last mentioned dividing line, N45°52'45"W, 238.3 feet to a point distant 30.7 feet measured south eastwardly along said last mentioned dividing line from a stone monument, and distant 77.1 feet measured at right angles from the aforesaid centre line "LA" at station 61+47.6; thence by a line parallel with the tangent of said centre line "LA" and crossing the C. & O. Canal and the River Road, N6°34'45"W, 344.2 feet to the northeasterly line of said River Road thence along the northeasterly line of said River Road the following courses and distance; to wit: N46°11'30"W, 101.0 feet; N43°35'45"W, 85.0 feet; N42°08'W, 92.1 feet; N40°47'30"W, 120.5 feet; N41°03'W, 93.3 feet; N39°07'W, 56.0 feet; N38°38'30"W, 116.2 feet; N38°05'W, 89.2 feet; N37°42'W, 45.0 feet; N34°12'30"W, 56.3 feet and N34°01'W, 128.3 feet to a point distant 69.3 feet measured southwestwardly at right angles from and 13.0 feet measured south eastwardly parallel with said centre line "LA" at station 47+85.0 T.S.; thence still along the northeasterly line of said River Road the five following courses, to wit: N37°10'15"W, 108.0; N24°50'15"W, 412.30'; N24°48'45"W, 232.7'; N24°19'45"W, 310.9'; N28°16'45"W, 122.3'; thence, leaving said River Road, N64°55'15"E, 22.7'; thence N25°04'45"W, 525.95 feet to the place of beginning, containing 3.55 acres, more or less, and being subject to an easement in the aforesaid River Road and the rights of the Chesapeake and Ohio Canal Co. to the free and uninterrupted use of its Canal



PARCEL "B"  
AREA 232 ACRES.

WASHINGTON AND WESTERN MARYLAND RAILROAD.  
Plan Showing Right of Way  
To be Leased from  
**CHESAPEAKE AND OHIO CANAL CO.**  
District of Columbia  
Scale 1 in = 100 ft. Dec 27, 1907  
Revised Aug. 29, 1916.

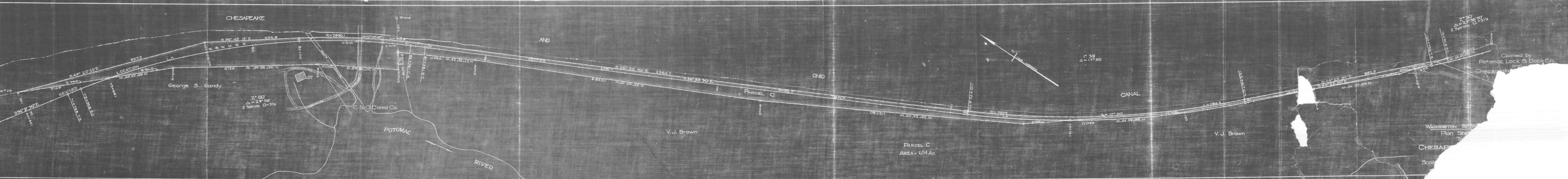
5072

658

*Description Memo.*  
 Parcel "C" - Beginning at a stone marked "29" on the dividing line between lands of the party of the first part and lands now or late belonging to George S. Gandy, about 1470 feet northwest of a 15-foot arch under the Chesapeake and Ohio Canal near the New Cut Road, said point of beginning being distant 851 feet measured at right angles from the center line "LA", Revised Location, Washington and Western Maryland Rail Road, at station 691.841; thence S 49° 20' 55" E 827.2 feet to a point distant 43.3 feet measured on a radial line from said center line "LA" at station 781.00; thence S 36° 43' 15" E 404.8 feet to a point distant 151 feet measured on a radial line from said center line "LA" at station 821.00; thence by a curve to the right concentric with the circular curve of said center line "LA" and distant 151 feet measured on a radial line therefrom, through an angle of 100° 44' 45" for 510.8 feet; thence by a line parallel with the tangent of and distant 15.0 feet measured at right angles from said center line "LA", S 26° 33' 30" E 2364.7 feet to a point distant 15.0 feet measured at right angles from said center line "LA" at station 1101 + 72.8 T.C.; thence by a curve to the left concentric with said center line "LA", through an angle of 17° 50' for 1184.3 feet to a point distant 15.0 feet measured at right angles from said center line "LA" at station 1221 + 61.7 C.T.; thence by a line parallel with the tangent of said center line "LA", S 44° 23' 30" E 822.5 feet to a point on the dividing line between lands of the party of the first part and the lands claimed by the party of the first part and also claimed by the Potomac Lock and Dock Company distant 205.1 feet measured northwesterly from a stone monument on said dividing line at the second angle point north west of the old boat lift, thence along said dividing line and the dividing line between lands of the party of the first part and lands now or late belonging to V. J. Brown, N 50° 29' 35" W 211.4 feet; thence still along the last mentioned dividing line, N 43° 14' 35" W 960.0 feet, N 36° 44' 35" W 660.0 feet and N 28° 24' 05" W 1127.6 feet to a stone monument; thence still along said last mentioned dividing line, N 25° 40' 10" W 1228.9 feet to a stone monument; thence still along said last mentioned dividing line, N 27° 56' 25" W 330.7 feet to the most northerly angle in said last mentioned dividing line, said angle point being 554° 15' 30" E 148.2 feet from a stone monument situated on the north-east bank of the C. & O. Canal; thence S 54° 15' 30" E 743 feet to a stone, thence by lands of the party of the first part N 30° 08' 40" W 3470 feet to a stone marked "c" at the easterly corner of lands now or late belonging to George S. Gandy; thence along the dividing line between lands of the party of the first part and said lands of George S. Gandy, N 35° 35' 45" W 6215 feet to a stone; thence still along said dividing line, N 43° 23' 05" W 6710 feet to the place of beginning.  
 Containing 6.54 Acres, more or less.

4954  
 79.D.  
 508  
 79.D.  
 29.D.  
 508  
 79.D.  
 29.D.  
 508

After description memo had surveyed the true line cut on this line and attached plat to deed.



Claimed by Potomac Lock & Dock Co. and Chesapeake  
 WASHINGTON & WESTERN MARYLAND R.R.  
 Plan Showing  
 CHESAPEAKE  
 Scale

WASHINGTON AND WESTERN MARYLAND RAILROAD

Property to be purchased from Chesapeake and Ohio Canal Co.

Parcel "D"

All that plot or parcel of ground situated in the District of Columbia, bounded and described as follows:

Beginning at a point on the monumented dividing line between lands of the party of the first part and other lands claimed by the party of the first part and also claimed by the Potomac Lock and Dock Company distant 153.1 feet measured westwardly along said dividing line from a stone monument at the first angle point therein east of the old boat lift. Said point of beginning being distant 15.0 feet measured at right angles from the tangent of the Center line of Revised location "LA", Washington and Western Maryland Railroad at Station 140+96.0; thence by a line parallel with said center line "LA", S68°01'E, 1465.4 feet; thence by a curve to the right concentric with and distant 15.05 feet; measured on a radial line from the circular curve of said center line "LA", with a radius of 2880.05 feet, through an angle of 3°21'30" for 168.8 feet; thence by a line parallel with and distant 15.0 feet measured at right angles from the tangent of said center line "LA", S64°39'30"E, 531.7 feet to a point distant 15.0 feet measured at right angles from said center line "LA" at Station 162+51.0 T.S.; thence by a curve to the left with a radius of 3257.5 feet through an angle of 2°27' for 139.3 feet; thence by a curve to the left concentric with and distant 15.0 feet measured on a radial line from the circular curve of said center line "LA", with a radius of 803.57 feet, through an angle of 38°10' for 535.3 feet; thence by a curve to the left with a radius of 3257.5 feet, through an angle of 2°27' for 139.3 feet to a point distant 15.0 feet measured at right angles from said center line "LA" at Sta. 170+86.2 S.T.; thence by a line parallel with said center line "LA" N72°16'30"E 181.2 feet to a point distant 15.0 feet measured at right angles from said center line "LA" at Sta. 172+67.4 T.S.; thence N73°04'50"E 120.6 feet to a point distant 15.0 feet measured at right angles from said center line "LA" at Sta. 173+87.4 S.C.; thence by a curve to the right with a radius of 1447.69 feet, 134.02 feet to a point distant 15.0 feet measured radially from said center line "LA" at Sta. 175+20.0; thence N10°01'15"W 20 feet; thence by a curve to the right with a radius of 1467.69 feet 257.0 feet to lands now or late belonging to the Independent Ice Company; thence along said lands now or late belonging to the Independent Ice Company S31°53'W, 281.5 feet more or less to the north shore line of the Potomac River; thence along said north shore line, in a westerly direction and following the meanders of said river for 2480 feet more or less to the dividing line between lands of the party of the first part and other lands claimed by the party of the first part and also claimed by the Potomac Lock and Dock Company; thence along said dividing line N9°34'35"E, 47 feet more or less, N68°40'25"W, 615.1 feet and N63°55'25"W 260.0 feet to a stone monument; thence still along said dividing line, N61°40'25"W 153.1 feet to the place of beginning, Containing 5.75 acres.



WASHINGTON & WESTERN MARYLAND RAILROAD.

*Description Memo* Parcel "E". Right of Way to be leased from the C & O Canal Co.  
 All that plot or parcel of ground situated in the District of Columbia, bounded and described as follows:  
 Beginning at a point on the dividing line between lands of the party of the first part and lands now or late belonging to Mrs. Ursula Corcoran 3.3 feet measured southwardly along said line from the north-easterly corner of said lands of Mrs. Corcoran, said point of beginning being also distant 15.5 feet measured northwardly along said dividing line from its intersection with the center line of Revised Location "LA", Washington and Western Maryland Railroad, at station 184+56.2; thence by a line concentric with and distant 15 feet measured on a radial line from said center line "LA" on a curve to the left with a radius of 2850 feet, through an angle of 8°11'40" for 407.6 feet to a point distant 15 feet measured at right angles from said center line "LA" at station 188+62.1 C.T.; thence by a line parallel with said center line "LA" 587°27'E, 253.0 feet to a point distant 15 feet measured at right angles from said center line "LA" at station 191+15.1 T.C.; thence by a curve to the right concentric with said center line "LA", with a radius of 1925 feet, through an angle of 13°36' for 456.9 feet to a point distant 15 feet measured at right angles from said center line "LA" at station 195+68.4 C.T.; thence by a line parallel with said center line "LA" 573°51'E, 302.1 feet to a point distant 15 feet measured at right angles from said center line "LA", with a radius of 926.6 feet through an angle of 9°35'40" for 155.2 feet to the west face of the north abutment of the Aqueduct Bridge; thence along said west face 53°21'15"W, 48 feet to the south face of said abutment; thence along said south face 586°38'45"E, 49.4 feet to the east face of said abutment; thence 53°08'15"W, 40.0 feet to the north-east corner of the north pier of said Aqueduct Bridge; thence along the north face of said pier N 86°38'45"W, 49.4 feet to the north-west corner thereof; thence by a line parallel with the center line of said bridge, 53°08'15"W, 50 feet more or less to the north shore of the Potomac River; thence along the north shore of the Potomac River, following the meanders thereof, in a westerly direction for 1585 feet more or less to the sforesaid dividing line between lands now or late belonging to Mrs. Ursula Corcoran and lands of the party of the first part; thence along said dividing line, N 3°34'W, 96.7 feet more or less to the point of beginning.  
 Containing 2.19 Acres more or less.

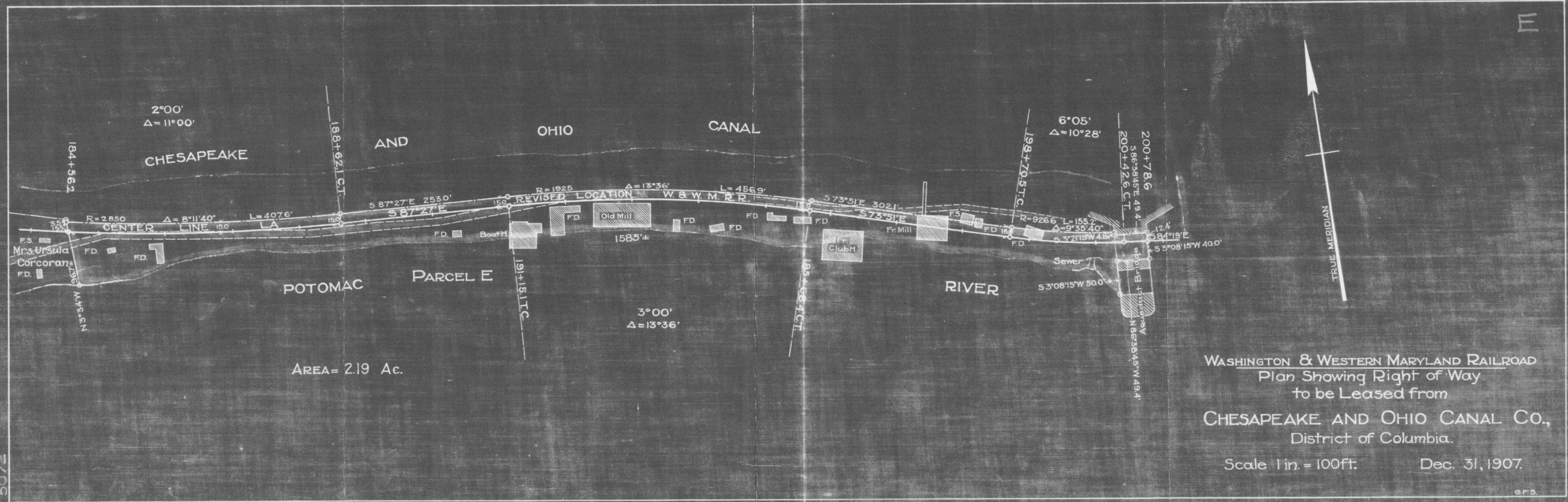
P.F.D. C.C.C.

P.F.D. J.W.S.

Book 32 Page 50

C.C.C. P.F.D.

*After description Memo has served its purpose, cut on this line and attach plat to deed.*



WASHINGTON & WESTERN MARYLAND RAILROAD

Property to be purchased from the Chesapeake and Ohio Canal Co.

(Potomac Lock and Dock Company)

Parcel "F"

Beginning at the intersection of the easterly line of lands now or later belonging to V.J. Brown and others, with the south-westerly right of way limit of the Chesapeake and Ohio Canal Company; said point being  $S50^{\circ}29'35''E$ , 163.0 feet from a stone monument situated at an angle in said right of way limit about 850 feet northwest of the lock of the old boat lift; said point of beginning being also  $N12^{\circ}47'35''W$ , 18.7 feet from the center line, Revised Location "LA", Washington and Western Maryland Railroad at Station 131+12.0; thence along said south-westerly right of way limit of the Chesapeake and Ohio Canal Company  $S50^{\circ}29'35''E$ , 253.5 feet to a stone; thence still along said right of way limit,  $S56^{\circ}41'25''E$ , 411.5 feet and  $S61^{\circ}41'25''E$ , 477.9 feet to a stone; thence still along said right of way limit  $S63^{\circ}56'25''E$ , 260 feet,  $S68^{\circ}41'25''E$ , 615.1 feet and  $S9^{\circ}33'35''W$ , 57.9 feet to a point distant 70.0 feet measured at right angles from the aforesaid center line "LA" at Station 151+35.0; thence by a line parallel with said center line,  $N68^{\circ}02'W$ , 1,076.2 feet; thence  $N21^{\circ}58'E$ , 10.1 feet; thence in a northwesterly direction by a curve to the right concentric with and distant 60 feet measured on a radial line from the circular curve of said center line "LA", with a radius of 2,352 feet, through an angle of  $21^{\circ}22'$  for 877.1 feet to the aforesaid easterly line of lands of V.J. Brown and others; thence along said easterly line of lands of V.J. Brown and others  $N12^{\circ}47'35''W$ , 129.6 feet to the place of beginning, containing 3.34 acres more or less.

