

CHAPTER A

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Thomas Barnes of Westmoreland County, Virginia, obtained a warrant (patent) for 2006 acres of land but died before it was actually issued. The land was divided in half at his death: the 1003 acres which were inherited by his daughters, Elizabeth and Frances, were entirely in Loudoun County (NN C/6)* and will not be discussed any further in this sojourn into Herndon's past. Abraham Barnes, Thomas' son, received a warrant for 1003 acres on 14 January 1729 (NN C/5). Part of this land lay in Fairfax County and, in fact, contained part of what was to become Herndon [this is an obvious statement since if it did not, why even discuss the land!] On 2 September 1756 Barnes mortgaged** his land to Daniel French of Fairfax County for 26,460 pounds of tobacco (D1 part 1/363). On 15 April 1757 (D1 part 1/426) Abraham and his wife, Sarah, sold one-fourth of the mineral rights to this land to William Ramsey for £150.***

On 29 January 1763 (C/655-Loudoun) Barnes sold these same 1003 acres to Griffith Evans for £560; Evans then, in a reverse of most father-son transactions, sold the same land to his father, John Evans, for £560 on 28 May 1766 (E/50-Loudoun).

* NN C/6 represents book C, page 6 of the Northern Neck series of deed books. Copies of these books are on microfilm in the Virginian Room of the main branch of the Fairfax County library system in Fairfax City.

** The deed is ambiguous as to whether the land was sold or mortgaged; the fact that Barnes later clearly sold the land is the basis for surmising that this deed was merely a mortgage.

*** Beth Mitchell, "Beginning at a White Oak . . .".

John Evans must have had the land resurveyed, for he found that he actually had within the identical bounds of this land an "extra" 1208 acres-- finding surplus land in a warrant was not particularly unusual. In recognition of this "extra" land, Evans applied for a new Northern Neck Grant; he was issued a grant for 2211 acres on 4 October 1768 (NN I/164); approximately 988 acres of this land are within the present boundaries of Fairfax County.*

John Evans, through his will of 4 October 1766 (recorded in Loudoun) left his son, David Evans, the lot "between Lay and Criswell on Folly Lick branch and the half of Criswell Lott adjoining next to it" (2A/390-Loudoun) and by the same will left his son, Griffith Evans [the same son who had sold him the land in 1766] "Abraham Lay's Lott upon Folly lick branch. . . ." Griffith died and, through his will of 12 December 1767 (recorded in Pennsylvania), gave the Abraham Lay property to his brother David. [Abraham Lay had a lease from Abraham Barnes "for lives."] David Evans, having obtained ownership of these three parcels of the land (land between Lay and Criswell, Criswell, and Lay) then (through his will of 4 June 1771, recorded in Philadelphia), left the land to his three daughters, Sarah, Hannah, and Mary. Fortunately, at least for the ease of tracing land ownership, the three parcels (which were later known as the lease lot [as in Abraham Lay's lease], unlease lot, and Indian Lick lot) remained undivided until 1865; however, the actual ownership of each piece between David Evans' death and 1820, when William Latimer and wife became owner of all three, was not quite so simple [see C3/281,285 for the majority of the following]:

* Beth Mitchell, "Beginning at a White Oak . . .".

- David Evans left one-third part of each of the three parcels to his daughter Sarah, who married William Latimer.
- Evans also left one-third part of each of these parcels to his daughter Mary, who married George Jewell. They sold their one-third of the lease lot (i.e., land for which Abraham Lay had a lease) and of the unlease lot to James Coleman on 14 April 1798 (2A/390-Loudoun) for £100. James Coleman gave these two lots (for "natural love and affection") to his son, Thomas, on 1 October 1808 (J2/184). Thomas/Sarah M. Coleman then sold their partial ownership in these two lots to William Latimer for \$2000 on 19 August 1820 (V2/240).
- Finally, Evans left one-third of each parcel to daughter Hannah who married Charles Hardin. A description of the activities concerning the lots follows:
 - Unlease lot--Hardin died and Hannah sold her one-third interest in the unleased lot to John Gunnell on 30 November 1799. Gunnell died before receiving the title to the land--however, he considered it part of the land that was to be administered by his executors anyway. Hannah, remarried now to Garrison Lay, sold the land again (16 February 1801) to John Gunnell's executors [this transaction is mentioned in L2/110; the actual deed is probably D2/60 which unfortunately is part of the several (and always crucial) missing deed books in the Fairfax County collection]. John Gunnell's executors then sold the land to James Coleman [probably C2/503, which, unfortunately, is also among the destroyed--see Appendix b] on 20 July 1801. James Coleman then gave the land to his son, Thomas, on 5 November

1810 (L2/110) who then sold it to William Latimer on 18 April 1820 (V2/240) along with the part of the land that he obtained from Mary Jewell through his father.

- Lease lot--Garrison/Hannah Lay sold their one-third interest in the lease lot to Elizabeth Evans (David's widow) on 8 April 1801 (either C2/383 or C2/417-21, both of which are missing). Mrs. Evans then sold the land for £54 to William Latimer on 7 March 1805 (E2/526).
- Indian Lick lot--Hannah and Garrison Lay sold their third interest in the Indian Lick lot to William Latimer on 8 April 1801 (either C2/383 or C2/417-21, both of which are missing).

Thus, through inheritance and acquisition, the Latimers owned in 1820 all three of the parcels that David Evans gave to his daughters.* On 16 December 1834 (C3/285) Sarah Latimer, widow, and her children, Elizabeth Latimer, James, John, and William Latimer sold their interest in these three lots to Newton Keene of Loudoun County for \$1733.33. On 13 January 1836 Randall and Nancy Latimer (probably another son of William and Sarah) of Boone County, Kentucky, sold their interest (i.e., partial ownership) in these properties to Keene for \$266.66.** It is clear from the wording of all of these deeds that

* The obvious weakness in this conclusion is the fate of the third interest in the Indian Lick lot of Mary (Evans) Jewell. C3/381 and later deeds are written as if the Latimers actually own the entire three lots; exactly how the Jewells' interest in Indian Lick was transferred to Latimer is unknown. Since the appropriate deed cannot be found, the assumption will be made that the Latimers' did, somehow, legally obtain clear title to all three lots.

these three tracts still retained the identical boundaries as when they were originally formed in the time of David Evans'.*

Unlease Lot

- A: Begin at black oak tree down on south side of a branch, a little below a spring and spring house,
 - B: Hollow white oak stump burnt inside of it (BA: N 49° W 75 poles),
 - C: Box oak (CB: N 45 3/4° E 32 poles),
 - D: Hickory sapling near Hummer's gate (DC: N 18° 9' E 165 poles, 16 links),
 - E: Black oak down (ED: S 80° E 13 poles),
 - F: Side of Folly Lick branch (FE: S 72 3/4° E 234 1/2 poles),
 - G: Mouth of a spring branch (GF: up several courses and meanders of branch),
 - A: Beginning (AG: up said spring branch\,
- 260 acres, 26 poles, more or less = 260.16 acres.

** If this is true, Keene paid an even \$2000 for the land--while an aesthetically pleasing number, it is definitely not proof of Randall's relationship to William/Sarah Latimer.

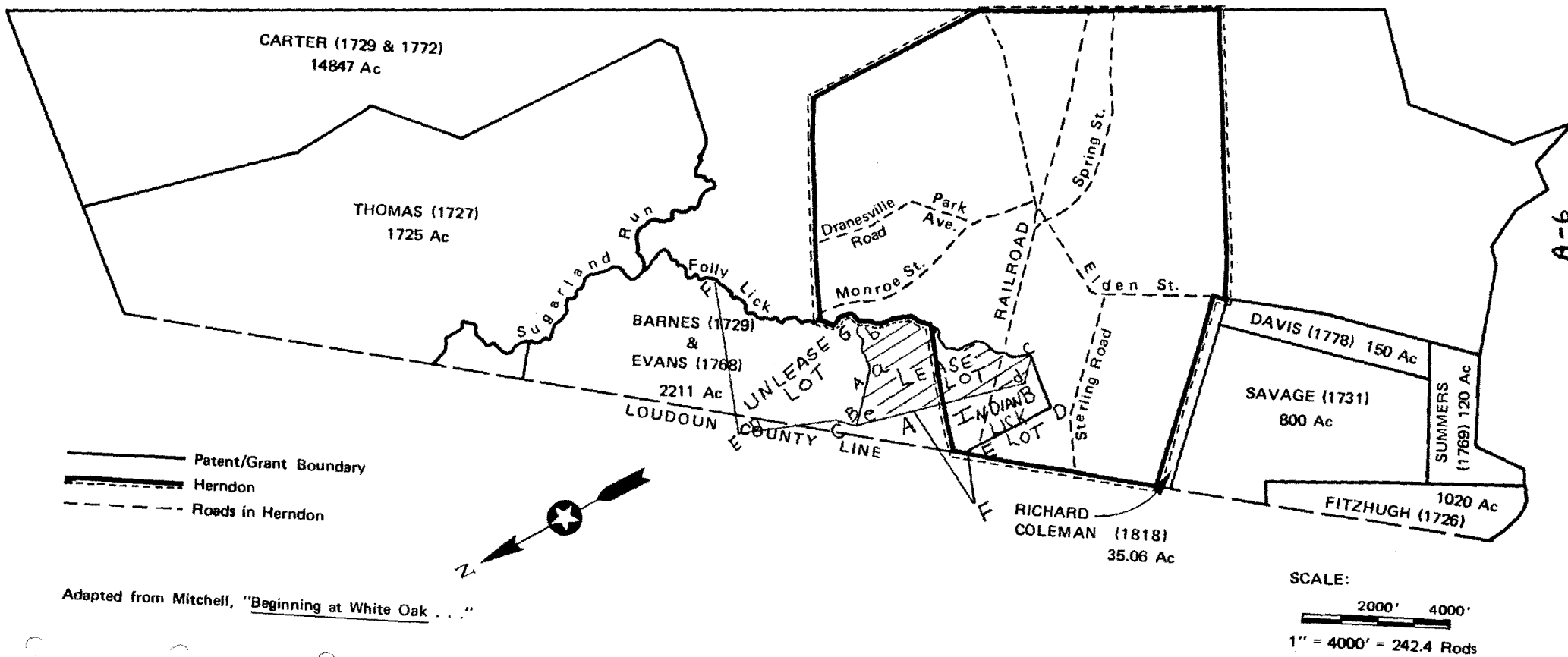
* No figures have been drawn yet simply because none of the deeds give metes and bounds--just names like 'lease lot' to describe the land. The deeds themselves are so explicit that there is no question that the following metes and bounds describe the same parcels of land from Evans' time to 1820.

Figure:

DEED BOOK/PAGE: C3/285

DATE: 16 DEC 1834 FROM: SARAH LATIMER et.al. TO: NEWTON KEENE

ACREAGE: 459.59 ACRE



Lease Lot (Abraham Lay)

- a: Begin at black A [pt A of unlease lot],
- b: Black G [pt G of unlease lot] at Folly Lick [ba: down Spring branch),
- c: I, a white oak tree (cb: with Folly Lick),
- d: K, black oak (dc: N 62 3/4° W 44 poles),
- e: Black B, a hollow white oak stump burnt inside of it (ed: N 11 1/4° E 288 poles),
- a: Beginning (ae: S 49° E 75 poles),
198 acres, 3 rood, 29 poles more or less = 198.93 acres.

Indian Lick Lot

- A: Begin, in line of lease lot, stump,
- B: Large red oak (BA: S 10° 50' W 192 poles),
- C: Large white oak near Folly Lick branch (CB: S 62° 30' E 44 poles),
- D: Large white oak and several saplings marked as pointers
(DC: N 82° 30' W 88 poles),
- E: Stump (ED: N 6° W 142 poles),
- F: Several saplings marked as pointers (FE: N 66° W 78 poles),
- A: Beginning (AF: N 81° E 174 poles),
100 1/2 acres or thereabouts.

On 21 September 1840 (G3/367) Newton and Elizabeth Keene placed a lien on the land. They owed "Sampson Hutchinson, President of the Board of Overseers of the Poor of Loudon [sic] County (for the use and benefit of Shilburn

Parish)" \$1000. As security that they would faithfully pay, the Keenes placed the land in trust with Edward Hammal as the trustee; the land was described identically as it had been in C3/285. The lien was written with three conditions (all of which are very common in liens):

- a. the land was to be held in trust for the use and benefit of Keene and his heirs until a sale takes place;
- b. if Keene or his heirs defaulted on the debt of \$1000 plus interest and did not repay the money by 1 June 1841, then Hammal, at the request of Keene, was to auction the land, or at least as much of it as was necessary to satisfy the lien;
- c. if the debt were repaid, the lien became void.

On 1 April 1844 (I3/296) Newton and Elizabeth Keene put another lien [the first, presumably, was paid off--no deed of release was found, though] on the same land as in C3/285. Newton had been deputy sheriff of Loudoun and, apparently, many people had agreed to "act" as security for his many bonds;* these people included Jonathan Beard, John P. Coleman, Washington Hummer, John James, Thomas B. Mirslon, Alfred Dulin, Samuel M. Boss, Aviss Buchner, William Ambler, James Caylor, Lewis Mankins, John Ash, John Francis, John Tippet, John Veale, William Barker, Edmund Tyler and Elizabeth Peacock. Apparently the debts became so large that these people wanted some collateral--the Keenes placed not only these three lots of land but also some of their personal property in trust to secure this lien. Since it will be relevant in a few more lines it should be noted that, as with all liens, the Keenes actually "sold" the land to a trustee (for \$1 or sometimes \$5) who acted as an

* I cannot see why deputy sheriffs needed to accumulate so many bonds.

"impartial agent"; the trustee would sell the land if requested to do so by the people holding the debt if, and only if, the debtor failed to repay the loan on schedule; he would alternatively return the land to the original owner if the debt were repaid. Hardage Bridges was the trustee in this instance.

On 8 November 1845 (K3/303), apparently after the Keenes had defaulted on their loan, Hardage Bridges (as trustee for the Keenes' lien from I3/296) sold the three lots for \$2000 (the land was described as being the approximately 520 acres Keene had bought from W. Latimer in C3/285). Asa Jackson conducted a new survey and found that there were 530,* not 520, acres. The land was sold to Joseph Orrison.

Now, for the first time in almost one hundred years, someone decided to sub-divide, or, to be more precise, rearrange, these three lots into several new lots.

* The sum of the three lots according to the metes and bounds of C3/281 is 560 acres--merely a "minor" discrepancy!

I. On 1 December 1865 (F4/164) Joseph/Jane E. Orrison sold 177 3/4 acres of this land to Alfred Ransom of Wilson, Niagara County, New York, for \$2977.25 cash. This land was described in the deed as being part of the land Latimer had sold Keene who had then sold it to Orrison. Unfortunately, the metes and bounds given are incorrect--a parcel of that shape simply cannot fit into the Latimer land; fortunately, [for this study, at least], this land, as will be clear below, does not lie within Herndon, so this small problem can be left to someone else to solve. For posterity, the boundaries of F4/164 are:

- a: begin at a pile of stones in Folly Lick Run, with white oak and small dogwood in the bank marked as pointers,
- b: stake in the middle of the county road near two small white oaks marked as pointers (ba: N 69 1/2° E 179 poles),
- c: hickory tree, corner to Hummer, in line with Sane's heirs (cb: N 19° 40' E 130 poles),
- d: stake and pile of stones, corner to Sane and Gunnell (dc: with Sane's line, S 78 3/4° E, 13 poles),
- e: a leaning black oak in north bank of Folly Lick, corner to Bates (ed: with Gunnell S 69 1/2° E 238 1/2 poles),
- a: beginning (ac: with Folly Lick),

177.75 acres.

On 1 December 1865 (F4/166) Alfred Ransom placed a lien on the 177 3/4 acres in order to secure a \$1984 debt he owed Joseph Orrison. John W. Orrison was asked to be the trustee to oversee Ransom's payment schedule: \$1000 with interest on or before 1 January 1869 and \$948 with interest on or before

1 January 1871. Orrison then sold his "interest" in this land (i.e., transferred his trusteeship) to O. M. Bussard of Loudoun County on 22 September 1875 (T4/18) in order to guarantee Orrison's debt of \$300 which was owed Ellen E. Orrison and due 22 September 1877.

The remainder of the history of this land will be ignored partly from laziness by the author and partially because why bore the reader (if there are any) with the history of land outside of Herndon - who cares?

Returning to something more relevant, on 1 December 1865 Joseph/Jane E. Orrison sold two parcels of land, both of which are totally contained in the land of I3/296; all of the land which was to become Herndon and had its ancestry in the Barnes patent lies in these two parcels--consequently the remaining 343 acres owned by the Orrisons (the 177 acres sold to Ransom plus another 166 acres) will be gleefully ignored!

II: On 1 December 1865 Joseph/Jane E. Orrison sold 100.25 acres to Charles H. Burgess of Washington, D.C., for \$2500 (F4/211).

- a: begin at a stake in Folly Lick Run on the north side near a culvert of the Alexandria, Loudoun & Hampshire railroad [see Chapter K for the land Orrison sold to the railroad],
- b: stake (ba: N 44 3/4° W 141 poles),
- c: stake (cb: N 47 1/4° W 20 poles),
- d: stake near three small white oak trees marked as pointers (dc: N 40 3/4° W 45 poles),
- e: stake in Carper's line, near two small pines marked as pointers (ed: N 82 1/2° E, 51 poles),
- f: a pile of stones in Folly Lick Run, near a bending gum and a small persimmon, both marked (fe: S 70 1/4° E 211 poles),
- a: beginning (af: with Run).*

100 1/4 acres.

Notice that some of this land (about 5 acres) actually lies in Loudoun County. This minor observation will come to haunt us later.

* The metes and bounds of this parcel are slightly different from the corresponding lines of C3/285; this probably was caused by the new survey mentioned in K3/303. The lines are so nearly identical though, that the discrepancies will be ignored.

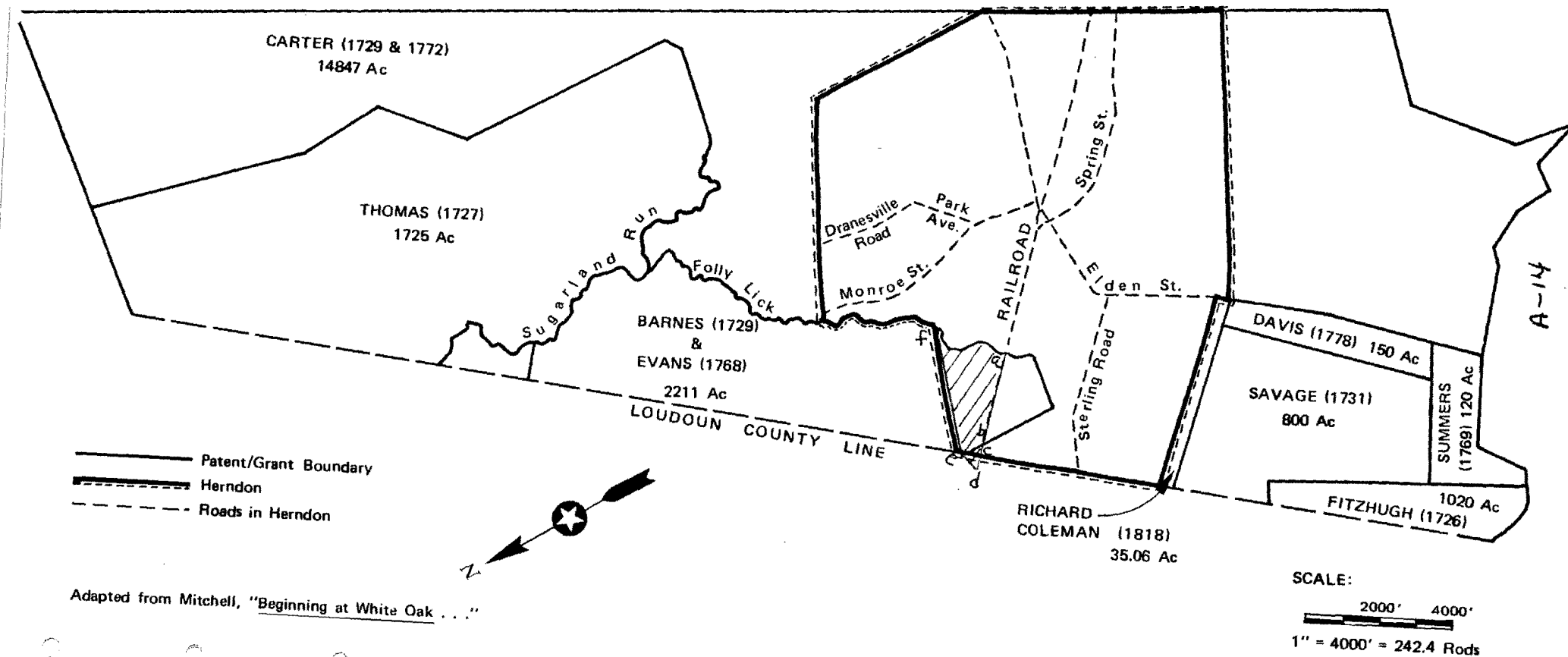
Figure: _____

DEED BOOK/PAGE: F4/211

DATE: 1 DEC 1865 FROM: JOSEPH/JANE ORRISON

TO: CHARLES BURGESS

ACREAGE: 100.25 ac



On 1 December 1865 (F4/161) Charles H. Burgess placed a lien on the land of F4/211 in order to secure Joseph Orrison from the possible loss of the \$1505 plus interest Burgess owed him. J[ohn] W. Orrison was appointed trustee to oversee the repayment:

- \$305 on 1 April 1866
- 400 on 4 December 1866 plus interest
- 400 on 4 December 1867 " "
- 400 on 4 December 1868 " "

The "sale" price was, as is typical for liens, \$1, with the explicit agreement that if Burgess defaulted on repaying the debt, J. W. Orrison would, after 60 days notice in a paper "printed and published in Washington," auction the land. If this happened, J. W. Orrison would first receive 6% of the gross auction price as his compensation, Joseph Orrison would then receive the amount to which he was still entitled, and Burgess would, finally, receive whatever money, if any, remained. This lien was released on 11 January 1870 (K4/478).

On 8 June 1867 (H4/186) Charles Burgess of Washington, D.C., sold one-half (1/2) of his interest in the 100 1/4 acres described in F4/211 to John Tweedale of Washington, D.C., for \$1000. Notice that this was actually well before the lien of F4/161 was released; since approximately half of the debt was paid (assuming it was on schedule) by June 1867, possibly John W. Orrison gave Burgess a partial release, thus permitting him to sell one half of it to Tweedale.

Tweedale was not inclined to simplify the situation--he promptly (i.e., the same day, 8 June 1867) placed a lien on his part of the land (H4/189) as collateral for the \$400 he still owed Charles Burgess; George Burgess

[Charles' brother?] of Washington, D.C., acted as the trustee, Tweedale agreed to pay \$200 on 1 December 1867 and \$200 on 1 December 1868. Thus, on 8 June 1867, Charles Burgess owned one-half interest in the 100 1/4 acres he had bought from Joseph Orrison--well, almost--he still had not repaid a debt against this land, thus enduring a lien against his original purchase; in addition, he had sold one-half interest in the land to John Tweedale who had accepted a lien against his half interest in order to secure his debt to Charles Burgess with George Burgess acting as the trustee (and therefore the technical owner of Tweedale's half interest).

This not completely simple arrangement did not prevent further actions [or did it precipitate them?]: John Tweedale paid off his lien (it was released on 2 April 1869--J4/449) and on 2 April 1869 (J4/450) Charles H./Wilhelmina Burgess and John Tweedale, all of Washington, D.C., sold the entire 100 1/4 acres described in F4/211 to Percy H. Eaton and Samuel Wallace of Washington, D.C., for \$1600. This sale was subject to Eaton and Wallace paying off the lien Orrison held from Burgess (F4/161), which they did on 11 January 1870 (K4/478).

On 1 April 1871 Percy H./Anne Eaton sold their one-half interest in this often sold 100 1/4 acres to Horace Paine [Payne]* of Herndon for \$950 (N4/121). Also on 1 April 1871 Horace/Louisa Payne (N4/137) accepted the ancient practice of liens--they placed such an "encumbrance" upon their land in order to secure the \$700 they owed P. H. Eaton; Eaton acted as trustee [i.e., in this situation they actually "sold" the land to Eaton; in most cases a third, "disinterested" party was used as trustee]. The ground rules were

* The name is spelled both ways in the deeds--for the sake of arbitrariness Payne will be used.

familiar: Horace Payne could use the land; if he paid the debt on or before 1 January 1872, the lien would be void; if he defaulted for any reason, the land would be sold at a public auction. In this circumstance all of this verbiage was superfluous since Payne repaid the debt and on 15 February 1872 (P4/131) the lien was released.

Everyone must have been a little confused or tired of these "complicated" dealings, for there was a clear and decisive move to simplify ownership--on 1 March 1880 (Z4/47) Samuel/Hattie Wallace, still of Washington, D.C., sold their half interest in the 100 acres to Louisa Payne of Herndon for \$800. [Why Louisa and not Horace or both is not clear; since Horace was still alive and both of them participate in later sales he clearly obtained partial ownership regardless of the fact that only Louisa was mentioned in the deed.] The metes and bounds of this sale are explicitly given and are identical to those of F4/211. Thus the Paynes own all 100 1/4 acres.

IIA: On 18 May 1881 (A5/190) Horace/Louisa Payne sold 75 acres to George W. Bell of Herndon for \$1200:

- a: begin in the center of Folly Lick Run near culvert in line of Washington & Ohio railroad,
- b: center of County Road, corner to D. L. Pitcher's purchase
(ba: along railroad on northeast side, N 44 3/4° 77 poles, 5 links),
- c: stake in center of road, corner to Pitcher and lands of Joseph Orrison's heirs (cb: N 16° E 79 1/2 poles),
- d: point near bending gum and persimmon in center of Folly Lick
(dc: S 70 1/4° E 145 poles, 15 links),
- a: beginning (ad: with center of Folly Lick and with meanders),

75 acres more or less*

These metes and bounds are according to 7 April 1880 survey of S.D. Farr.

* The size of the land is really 65 acres--see below.

Figure: _____

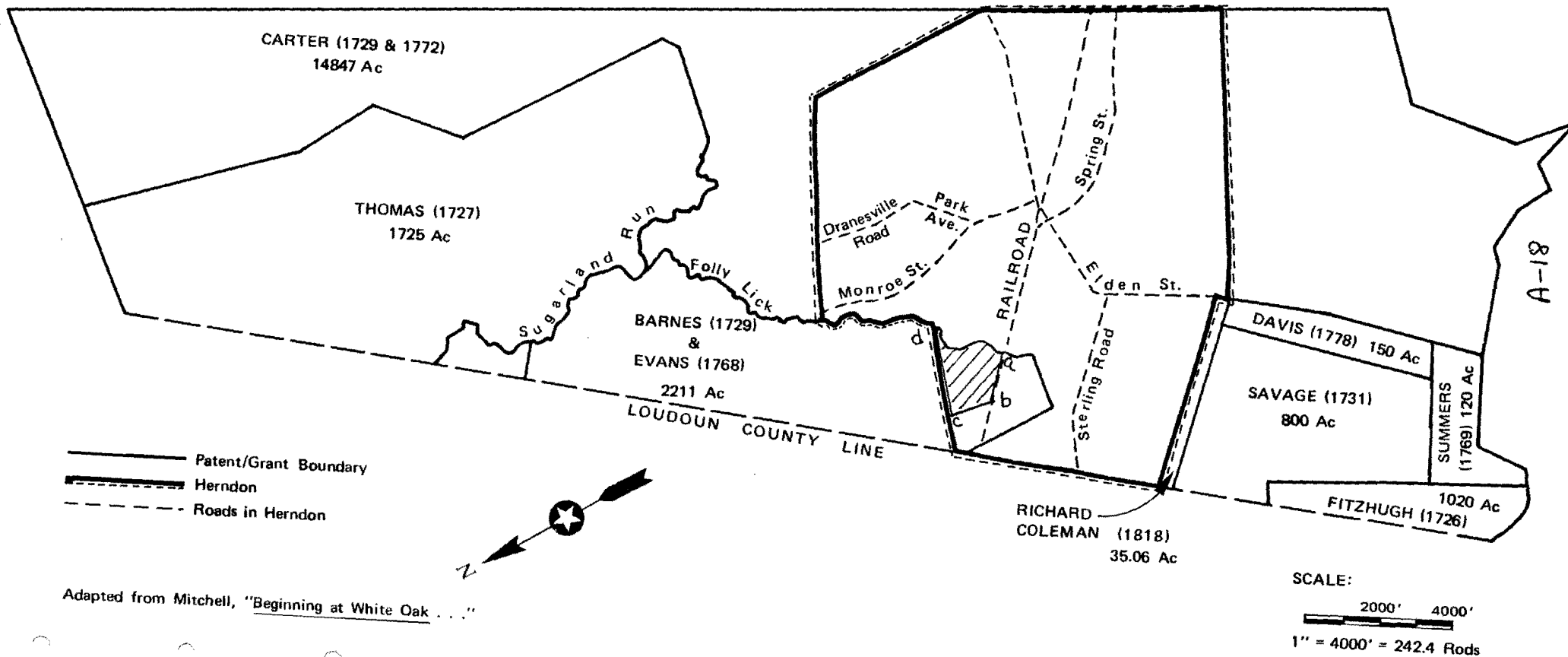
DEED BOOK/PAGE: A5/190

DATE: 18 MAY 1881

FROM: HORACE/LOUISA PAYNE

TO: GEORGE W BELL

ACREAGE: 75 ac



A deep universal psychological truth is that people have an irresistible urge to be remembered in later generations. George Bell clearly had this drive and, unlike most of us, found some devious, yet effective, scheme to accomplish it. He so confused the land sales that anyone dumb enough to attempt to sort them out will have George W. Bell indelibly imprinted in his mind forever.

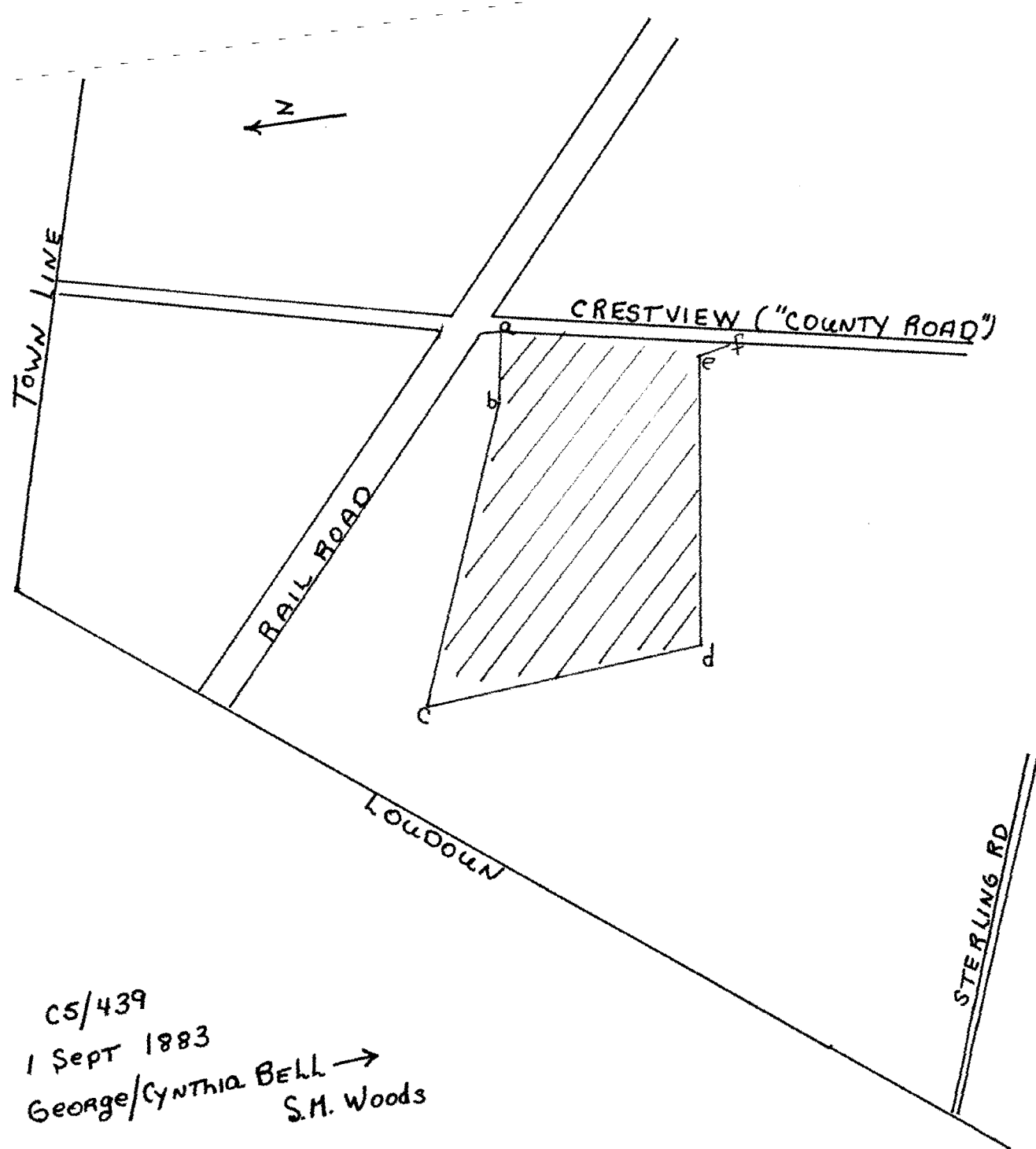
IIA1a: Bell started his maneuvering innocently enough: on 1 September 1883 (C5/439) George W./Cynthia C. Bell sold five tracts of land to S. M. Woods of Washington for \$3470.25.

FIRST:

- a: begin at the center of County road near a stone gate post,
- b: -- (ba: N 80° W 14 rods),
- c: stone planted outside of hedge (cb: N 68° W 62 rods),
- d: planted stone six feet south of Osage Orange hedge (dc: southeasterly direction along McLean's line, 55 3/4 rods, 8 links),
- e: "easterly direction within six feet of [Osage Orange] hedge till you come within six feet of south side of a large oak tree, 58 1/4 rods,"
- f: stone planted with glass underneath it on west side of County road (fe: southeasterly direction following east side of sand hedge 84 feet),
- a: beginning (af: along County road 44 1/2 rods),

20 acres more or less.

George Spofford has, by an earlier deed (see A5/142 below) the right to ingress/egress to his property.



CS/439
1 SEPT 1883
George/CYNTHIA BELL →
S.M. Woods

20 ACRES

C-20a

1" = 500'

SECOND:

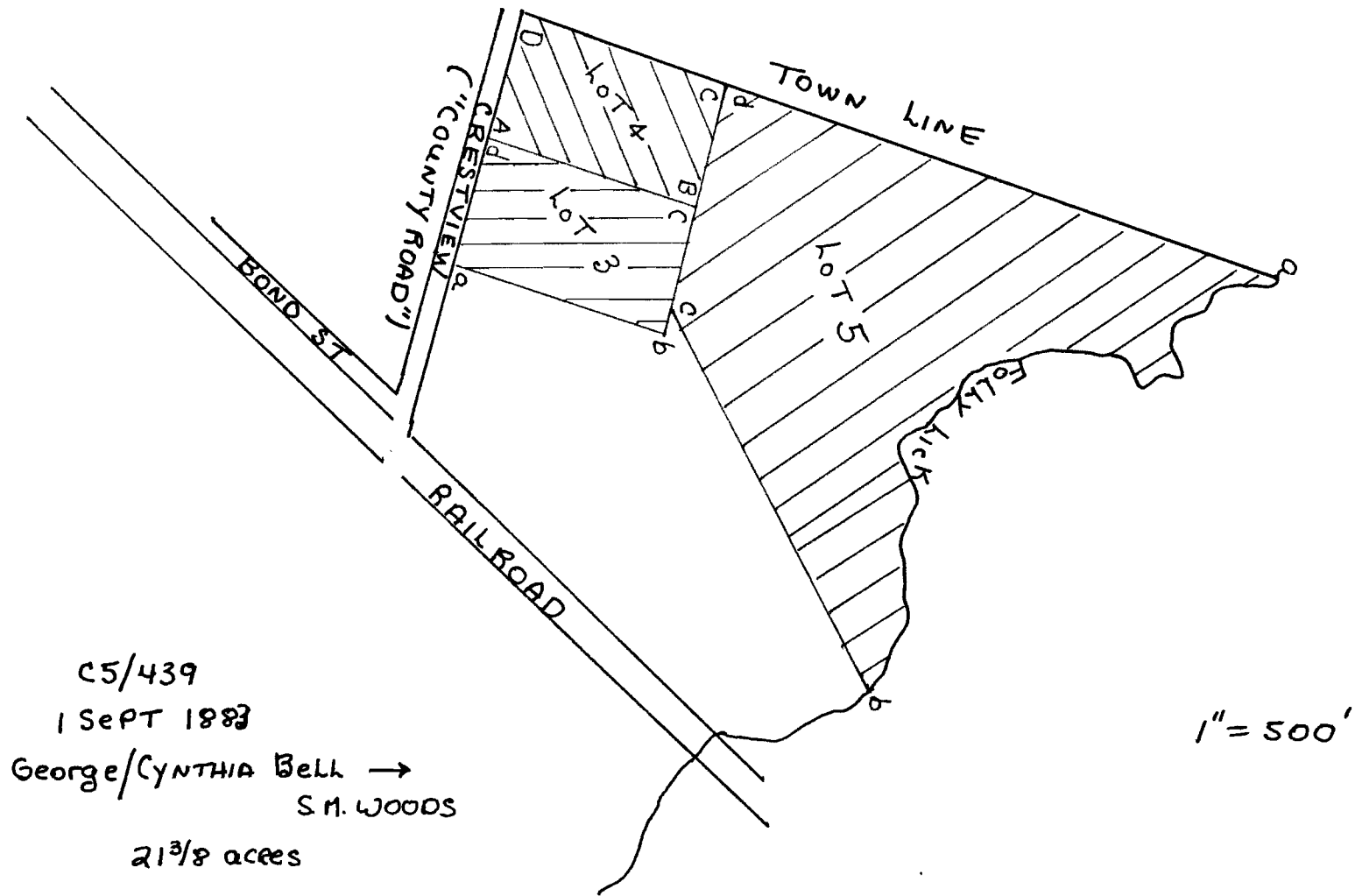
George W./Cynthia C. Bell relinquished their right to a strip of land bordering on the railroad and "attached" to a piece of land sold to Mrs. Houghton (see Z4/277 below).

THIRD:

The Bells sold S. M. Woods "Lot 3, as surveyed by S. D. Farr in 1881 and sold by Horace Payne to G. W. Bell about 1881."

- a: begin at "planted stone 15 feet from the center of the road (but the beginning proper is the center of the road), a corner to Lot 1,"
- b: stone in center of a 16 1/2 foot road, corner to Lot 2
(ba: with Lots 1 and 2, S 70° E 40 poles),
- c: stone, corner to number 4 (cb: with the road N 16° E 23 3/4 poles),
- d: county road (dc: with Lot 4 N 70 1/2° W 40 poles),
- a: beginning (ad: with road S 16° W 23 3/4 poles),

6 acres.



A-22

FOURTH:

They also sold Lot 4, which "adjoins Lot 1,"

- A: begin at a stone in the center of the County road, a corner to lot 3,
B: a 16 1/2 foot road, a planted stone, corner to Lot 3
(BA: with Lot 3 reversed* S 70 1/2° E 40 poles),
C: land of heirs of late Joseph Orrison
(CB: with road N 16° E 23 3/4 poles),
D: center of County road leading to Herndon Station
(DC: with Orrison N 70 1/2° W 40 poles 10 links),
A: beginning (AD: down the road S 16° W 23 3/4 poles),
6 acres.

FIFTH:

Finally they also sold Lot 5 which adjoins the "above lots,"

- a: begin at "A," a stone and small persimmon on the west bank of Folly Lick,
b: "B," planted stone 1/2 rod south of a gum (ba: with Folly Lick Run
S 2 1/2° E 2 poles, N 79° W 4 poles, S 53 1/2° W 1 pole, 9 links,
N 87 1/2° W 3 poles, S 48° W 2 poles, S 8 1/2° E 2 poles,
S 44° W 2 poles, N 87° W 2 poles, S 65° W 6 poles, S 27° E 4 poles

* Instead of proceeding along the line described, turn completely around and go "backwards."

21 links, S 5° W 5 poles, to opposite Lacys Spring, S 72° W 7 poles to Bready corner and a large oak, N 25° W 8 poles),
c: "C," a stake (cb: leaving run, N 57° W 87 poles),
d: "D," a stone in Orrison's line (dc: N 16° W 43 poles 16 links),
a: beginning (ad: with Orrison N 70 1/2° E 105 poles, 15 links),
9 3/8 acres.

As an extra provision to this sale of about 42 acres, Bell reserved the timber on Lot 5 or "as much as he may require. The party of the second part [Woods] is to make all the fences and keep them in repair where they adjoin party of first part [Bell] and also to keep the dwelling house [where Bells used to live] and barn insured . . . as long as any part of the purchase money is unpaid."

The Woods, at least for awhile, treated all five of these lots together. On 1 September 1883 (C5/442), S. M. Woods followed the well established American custom of going into debt by accepting a lien on all of the land of C5/439. This lien was intended to secure George W. Bell the \$2920.25 Woods owed him; Thomas E. Carper acted as the trustee. The loan was to be repaid in 12 "easy" installments: \$220.25 in six months and \$250 (plus interest) due each six months thereafter for 11 more times. As is customary, the deed provided for the land to be advertised in a newspaper (within Alexandria County or Fairfax County in this case) and then auctioned if Woods defaulted. This was unnecessary since the lien was released, although in two parts--F5/19 (6 July 1885) and in the margin of C5/442 (23 December 1890).

George Bell gave a slight hint of what grandiose schemes he was planning when on 16 April 1885 (5E/93) he bought 21 3/8 acres back from S. M. and Mary

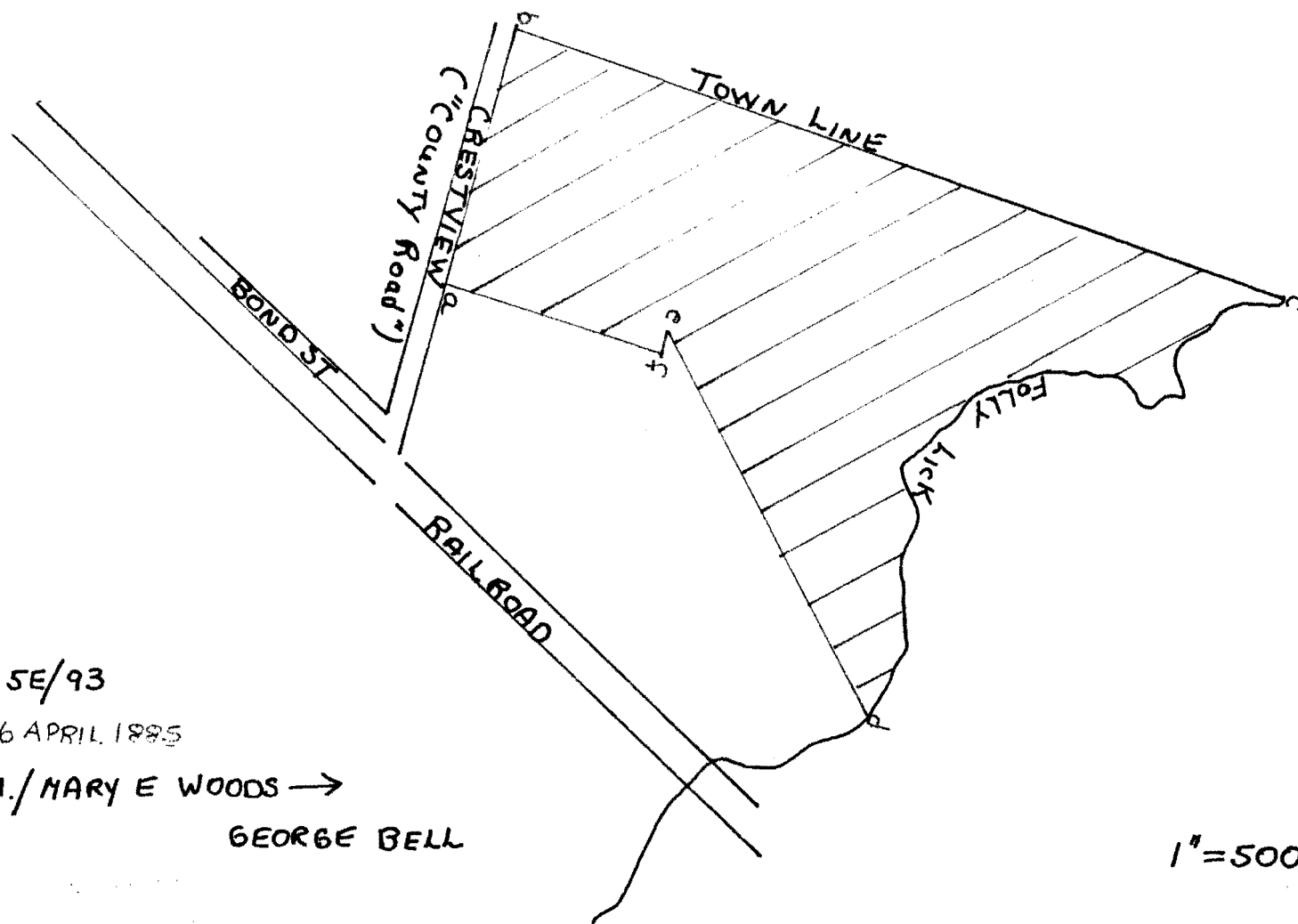
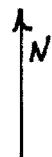
E. Woods for \$470.25.

- a: begin in the center of the County road,
- b: stone, corner of lands of heirs of Joseph Orrison,
- c: small persimmon on west bank of Folly Lick (cb: with Orrison
S 70 1/4° E 145 poles 15 links),
- d: -- (dc: with Folly Lick Run S 2 1/2° E 2 poles, N 79° W 4 poles,
S 53 1/2° W 1 pole 9 links, N 87 1/2° W 3 poles, S 48° W 2 poles,
S 8 1/2° E 2 poles, S 44° W 2 poles, N 87° W 2 poles, S 65° W
6 poles, S 27° E 4 poles 21 links, S 5° W 5 poles to opposite Lacys
Spring, S 72° W 7 poles to Bready corner and a large oak, N 25° W
8 poles),
- e: stake (ed: N 57° W 87 poles),
- f: corner James Bowie by other land of Bell (fe: S 16° W 4.3 poles*),
- a: beginning (af: with Bowie N 70 1/2° E 40 poles to center of County
road leading to Herndon),

21 3/8 acres.

This land is clearly (as with all obvious things, it became obvious after a little thought and a lot of scribbling) a combination of Lots 3, 4, and 5 of IIA1 (above).

* The deed says 43 poles - clearly an omission of a decimal since 43 poles simply is too long for the parcel's boundaries to close upon themselves.



SE/93

16 APRIL 1885

SM./MARY E WOODS →

GEORGE BELL

1"=500'

A-26

In order to complete this train of tactics, George W./Cynthia C. Bell of Herndon bought from S. M./M. E. Woods of Washington the 20 acres* Bells had sold the Woods in C5/439. This officially occurred on 6 July 1885 (5E/225) with a selling price of \$3000.

After two years and several pages of writing it is as if none of these sales ever took place! The Bells have exactly the same land in 1885 as they did in 1883 (referring only to our friendly 42 acres) and all of the sales nullified each other. In addition, notice that the Bells bought the land back for precisely what they sold it for (possibly the Woods were having financial troubles and the Bells simply agreed to accept the land back in lieu of the original purchase price promised by the Woods).

After this circle, the Bells decided to act a little more civilly.

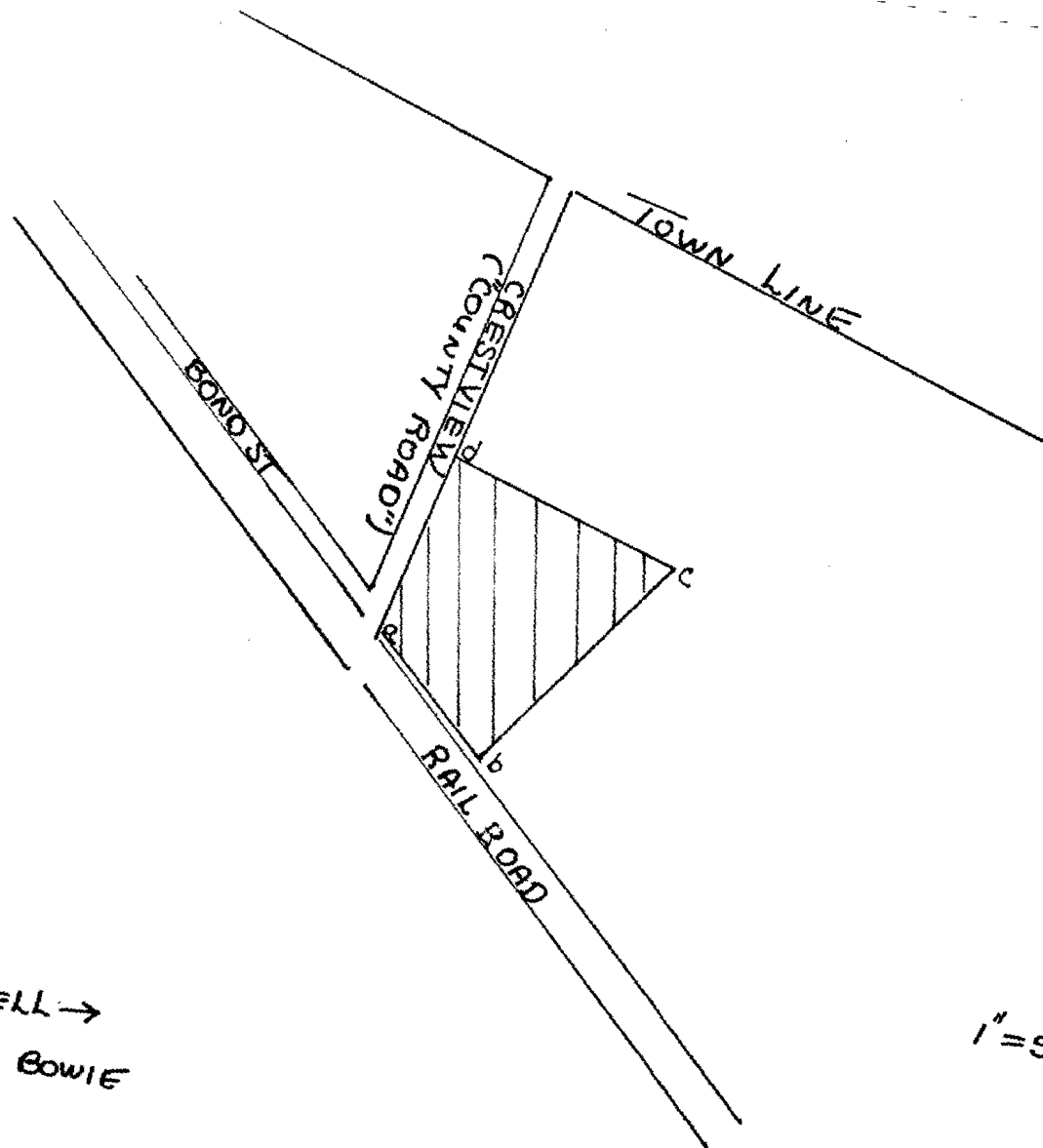
* See IIIA3 for the next events in the life of these 20 acres.

IIA2: On 1 November 1883 (5T/332) George W./Cynthia C. Bell of the "Village of Herndon" sold 7.24 acres of land to James W. Bowie of Fairfax County for \$500.

- a: begin at a planted stone, 1 rod north of another stone on the line of the railroad,
- b: stone, one pole from the railroad in a line of Bell (ba: parallel with railroad, S $44\frac{3}{4}^{\circ}$ E 25 poles),
- c: stone, corner to S. M. Woods (cb: N $39\frac{1}{2}^{\circ}$ E $44\frac{1}{4}$ poles),
- d: stone on the County road (dc: N $70\frac{1}{4}^{\circ}$ W 40 poles),
- a: beginning (ad: with road S 16° W 24 poles),

7 acres 39 rods = 7.24 acres.

5T/332
1 NOVEMBER 1883
George/CYNTHIA BELL →
JAMES BOWIE
7.24 acre



A-29

Also on 1 November 1883 (D5/532) James W. Bowie accepted a lien on his 7.24 acres in order to secure the debt he owed Bell; Bowie agreed to repay \$100 each year for five years.* Apparently all of this legal paperwork had some purpose for Bowie defaulted and Thomas E. Carper (the trustee for the lien) was ordered to auction the land to repay Bell his debt. Carper sold the land on 11 December 1886 after advertising the sale in the Fairfax Herald. The highest bid was \$550; this was the bid of guess who - George W. Bell, of course. The money was divided according to the age old tradition for default provoked auctions: \$330 went to Carper in order for him to pay Bell the remainder of the debt, \$32 was set aside for Carper to keep to defray the expenses of the sale and \$188 (the residue of the sale price) was passed on to Bowie. This is becoming dull - Bell sells land but can't get rid of it; again in 1886 Bell has all of his land back - the only real beneficiaries of all of this seem to be the lawyers who get their fees for each transaction even if the transaction nullify each other - lawyers fees never add to zero!

Possibly George thought that this was so much of a fun thing to do that he should try it again. On 23 November 1888 (H5/301) George W./Cynthia C. Bell sold the same 7.24 acres to Hattie C. Hall of Fairfax County for \$600.

Hattie decided not to join in Bell's game--instead she and her husband, Amos R. Hall, sold the 7.24 acres to Mary C. Baker of Fairfax County for \$1300 on 1 June 1895 (5T/394) - poor George, he finally sold a piece of land that stayed sold!

Mary C. Baker and her husband, R.A. Baker, accepted a lien on this 7.24 acres on 1 June 1895 (5T/395) in order to secure an "advance" of \$700 the

* This is slightly unusual - the lien is for more than the purchase price; Bowie must have had other financial problems as well.

"Washington National Building and Loan Association of Washington, D.C., (a body corporate under the laws of the State of Virginia") provided Mary; Josiah C. Stoddard and Addison G. DuBois, both of Washington, acted as trustees. The document describing the lien is rather intriguing:

- The Bakers are "bound . . . in the sum of fourteen hundred (\$1400) dollars, conditioned for the payment of . . . \$700, this day advanced to . . . Mary C. Baker. . . . " The lien is for twice the loan!

- The amount of monthly payments are never mentioned! Instead the Bakers are only required to repay the "advance" within 96 months or else a 6% interest per year would be levied until the loan was repaid.

- Also no interest is mentioned for the "advance" (excluding the 6% after 96 months); the bank preferred a different tactic--possibly they felt the use of "interest" monthly payments was too tacky for their image. The Bakers are required to redeem "7 shares . . . of stock" in the following manner:

- "First, as dues, the sum of \$0.60 per share on each and every one of said shares of stock monthly, on or before the last business day of each and every month hereafter.
- "Second. At the same date, interest on said advancement at the rate of \$0.50 per share . . . monthly.
- "Third. At the same date, a monthly premium of \$0.50 per share . . . for first year . . . and for each year thereafter, a monthly premium of 10% thereof less than the year next preceding . . . pay all taxes, insurance premiums, and assessments on the real estate. . . .
- ". . . further proviso, that if at any time default be made and

six consecutive months are suffered to elapse without paying all installments of interest, premiums and monthly dues . . . " the land would be sold at a public auction.

While this may sound innocuous, especially the part that does not mention a repayment schedule as long as the Bakers repay the debt within six years, things are not so nice: dues plus interest plus premiums amount to \$1.60 per month per share (each of which are for \$100, I presume); this is 19.20% per year; a huge effective interest and a tremendous motivation to repay fast!

Things must have not gone so well for the Bakers, for they took another lien on the same land on 1 April 1898 (A6/480) in order to secure the \$300 "advanced" by the local, friendly Washington National Building and Loan; Stoddard and DuBois were again trustees. The loan company imposed the same "easy terms" on the Bakers.

Another, and more ominous sign of trouble for the Bakers was a lawsuit brought by C. R. Bitzer on 24 November 1899 (D6/569) against the Bakers to force the payment of "\$46.09 with interest from October 7, 1899." As part of the suit, Bitzer wished to "attach and subject to payment . . . real and personal estate . . . [of] Mary C. Baker and R. A. Baker including . . . 7 acres and 39 poles. . . . "

No real effort was made to determine what happened as a result of the law suit; however it was resolved, the Bakers troubles did not cease--they finally defaulted on both of their liens (T5/395 and A6/480). Their friendly mortgagee ordered their land to be sold; on 2 July 1902, after 3 weeks of advertisements in the Fairfax Herald, the 7.24 acres was sold at public auction to Perez B. Buell of Herndon for \$1500. To legalize all of this and to satisfy all future historians that all of the necessary paperwork had been

done (without paperwork life just cannot survive) Josiah C. Stoddard and Addison G. DuBois, as trustees, conveyed the land to Buell on 2 July 1902 (K6/297).

As an addendum to this forced sale, Josiah Stoddard and Addison DuBois submitted a record on 14 August 1902 (K6/363) of the costs associated with the auction. Since only a few of these accountings have been found, it might be interesting to quote its content:

"1902	July 2	By proceeds of sale of property	
		conveyed by above deeds.....	\$1,500.00
"	"	To balance, due Washington	
		National Building and Loan	
		Assn. creditor secured.....	\$782.47
"	"	Paid "Fairfax Herald" for	
		advertising sale.....	6.00
"	"	Paid E. E. Graham Auctioneers....	5.00
"	"	Trustees' commission on sale.....	39.00
"	"	Commission of Accounts settling	
		trustees' account.....	5.00
"	"	Clerk of Court, filing account...	1.50
"	"	G. L. Boothie, preparing trustees'	
		deed.....	5.00
"	"	C. E. Latimer, Notary fee to	
		trustee deed.....	1.00
"	"	Amount paid to Mary C. Baker,	
		Los Angeles, California, in	
		accordance with the terms of	

the trust..... 655.03

\$1,500.00 \$1,500.00"

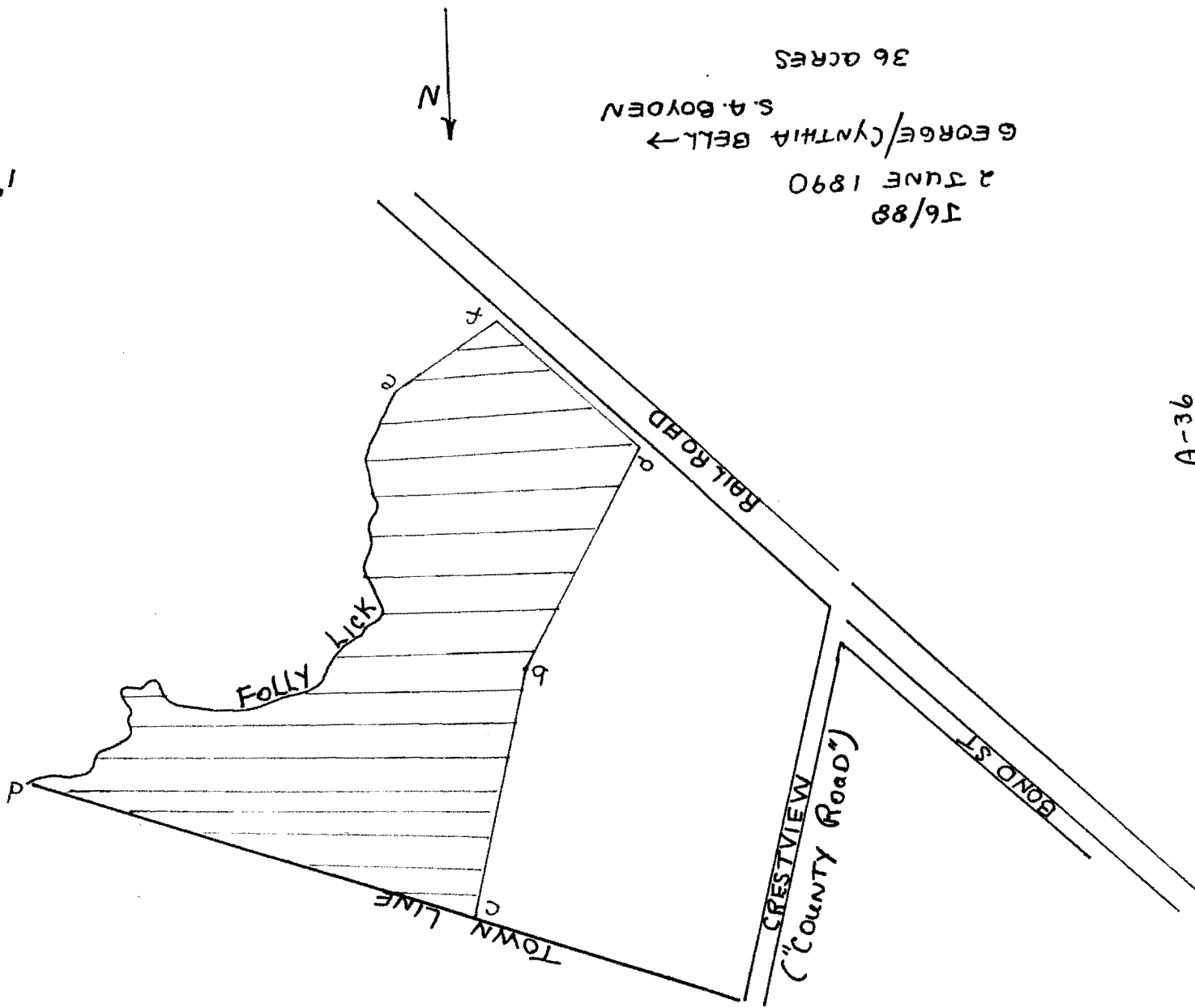
IIA3: On 2 June 1890 (J6/88) George W./Cynthia Bell of Herndon sold 36 acres, more or less, to S. A. Boyden of Washington, D.C., for \$4500.

- a: begin at one rod from boundary stone on north line of Washington & Ohio railroad,
- b: --(ba: N 41° E 49 rods),
- c: land of Orrison's heirs (cb: N 16° E 50 rods),
- d: center of Folly Lick (dc: S 70 1/4° E 88 rods),
- e: point in line of I. Bready, 11 1/2 rods from north line of W & O railroad (ed: up run with its meanders),
- f: planted stone, 1 rod from north line of W & O railroad and planted stone where I. Bready's line makes a corner on the railroad (fe: S 51° W 10 1/2 rods),
- a: beginning (af: N 44° W parallel with and 1 rod from north line of railroad, 51 rods),

36 acres, more or less.*

* This land actually includes 0.15 acres that Bell purchased from Isaiah Bready in 1884 (D5/531) - see Chapter B2, IBl for the earlier history of these 0.15 acres.

1"=500'



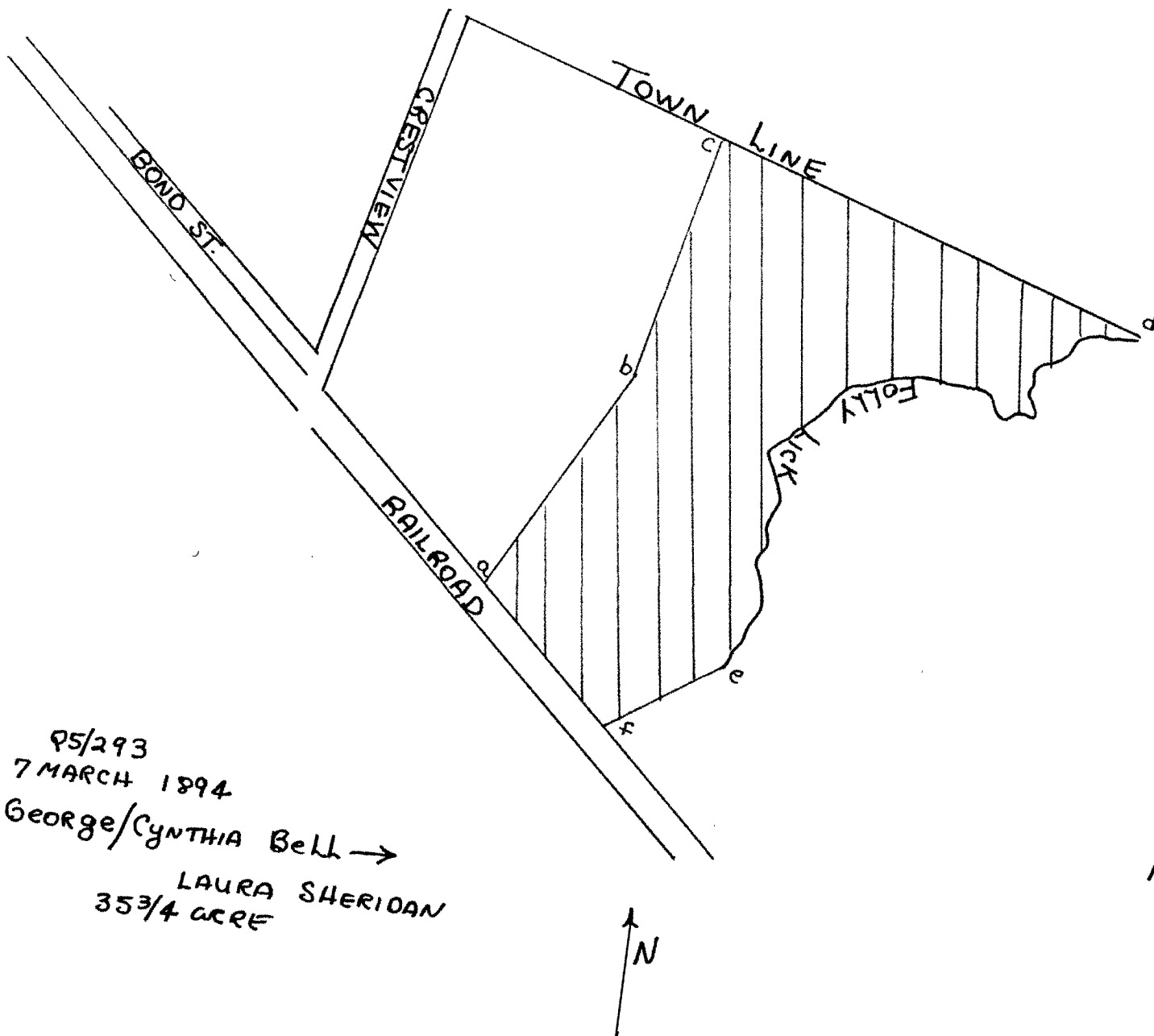
56/88
2 JUNE 1890
GEORGE/CYNTHIA BELL →
S. A. BOYDEN
36 ACRES

In typical Bell fashion, S.A./A.S. Boyden of Herndon sold the exact same parcel of land back to George W. Bell of Herndon on 19 September 1891 (L5/216) for \$4475--Bell made \$25 on the two transactions. This is getting to be monotonous!

The Bells surely did not want to let things lie too long so they sold almost the same parcel to Laura E. Sheridan of Washington, D.C., on 7 March 1894 (Q5/293) for \$6000. The land was called "Idle Wild" and its metes and bounds were so close to those of J6/88 that the difference could be due simply to a new survey.

- a: begin at the northwest side of the northwest gate post on the north side of the W & O railroad, a corner to Idsen's place,
- b: planted stone in line of Idsen (ba: with Idsen N $41\frac{1}{2}^{\circ}$ E 52 rods),
- c: planted stone, in line of Orrison's heirs (cb: N 16° E 50 rods, still on Idsen's line),
- d: center of Folly Lick (dc: with Orrison S $70\frac{1}{4}^{\circ}$ E 88 rods),
- e: up the stream to a point in Isaiah Bready's line 11 $\frac{1}{2}$ rods from the northerly side of the railroad,
- f: railroad line (fe: S 51° W 11 $\frac{1}{2}$ rods),
- a: beginning (af: with railroad N 44° W 36 rods 9 links),

35 $\frac{3}{4}$ acres.



95/293
7 MARCH 1894
George/CYNTHIA Bell →
LAURA SHERIDAN
35 3/4 ACRES

A-38

Laura Sheridan and Mrs. Tolson (her new neighbor) agreed to a 1 rod wide "right of way [for] free egress and ingress to and from Idle Wild place to County road if actually needed for that purpose" commencing at c , at the line of the railroad and going parallel with the railroad N 44° W 48 rods, 15 links to the County road (Q5/221 and L5/216).

Laura E./James Sheridan of Washington, D.C., immediately (7 March 1894) placed a lien (Q5/221) on the land in the hopes of securing a \$1000 debt (at 6%) due George Bell within 5 years. Frank A. McNeil of Herndon and William F. Holtzman of Washington were appointed trustees and released the lien on 7 July 1900 (E6/767).

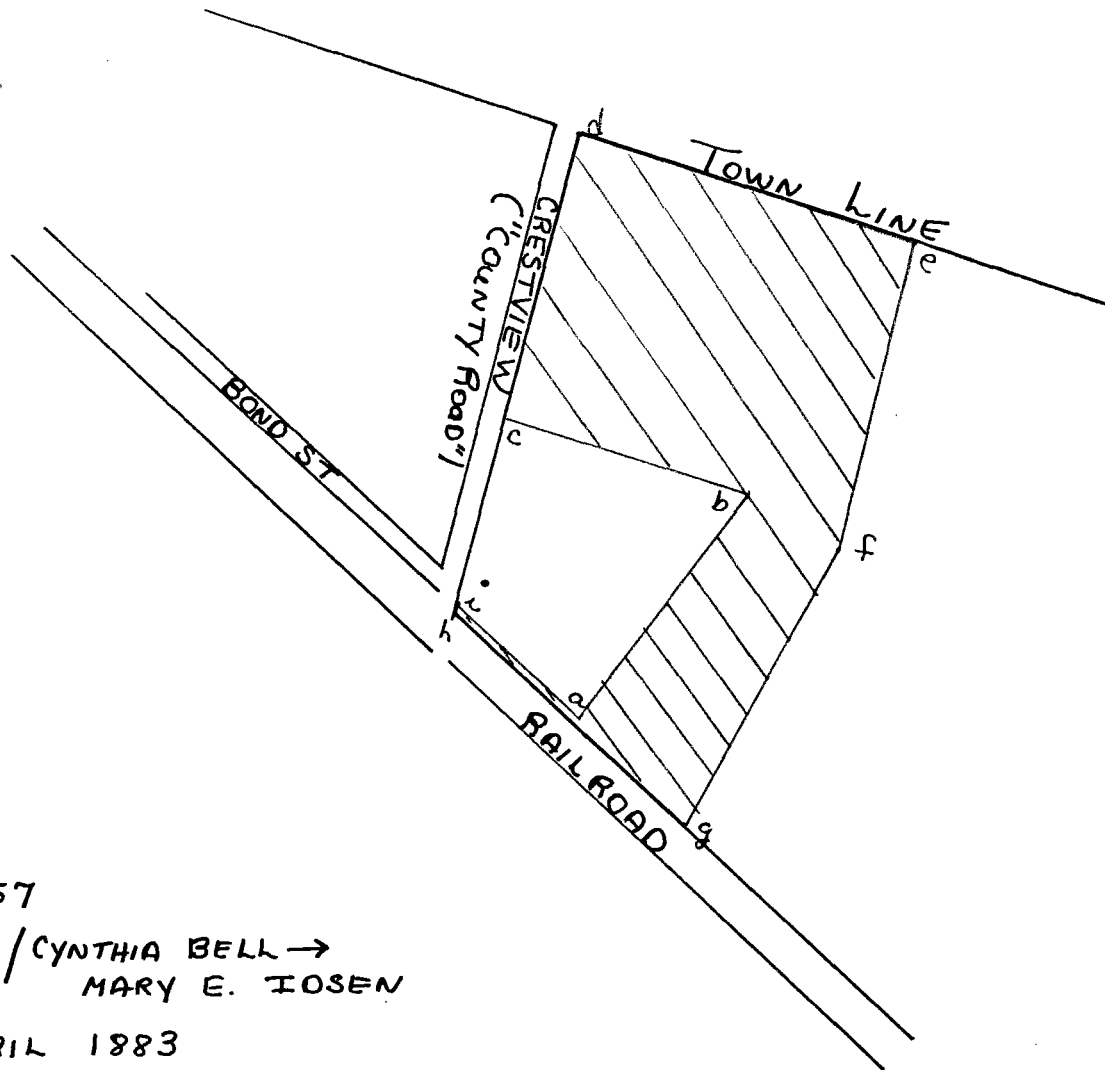
Laura E./James Sheridan, now claimed to be "of Herndon," sold the land to Henry A. Johnson of Washington for \$4500 cash plus the agreement that Johnson would assume the responsibility for repaying the lien; this occurred on 9 December 1895 (V5/288).

Henry A./Olive C. Johnson sold Idlewild to Ernest H./Jessica A. Djureen for \$5800 on 30 March 1907 (W6/376) with the proviso that one rod of width was to be reserved at and along the line of the Washington & Ohio railroad: start at a stone at the line of the railroad parallel with the railroad N 44° W 48 rods 15 links to the County Road; this strip was for a right of way and egress/ingress from/to "Idlewild" to the County Road if actually needed.

IIA4: In the continuing saga of the Bells, George W./Cynthia sold Mary E Idsen of "Anacostia, D.C.," 23 acres 48 rods on 6 April 1893 (05/357).

- a: begin at "A", planted stone on the north side of W & O railroad and in line of the railroad,
- b: "B", planted stone, corner to Hall (ba: N 41° E on line adjoining A. K. Hall 45 1/2 rods),
- c: "C", stone, center of County road (cb: with Hall, N 70 1/4° W 40 poles),
- d: "D", corner of Orrison's heirs in center of road (dc: with road N 16° E 47 1/2 rods),
- e: "E", planted stone in Orrison (ed: with Orrison S 70 1/4° E 56 3/4 rods),
- f: "F", planted stone (fe: by Idlewild place S 16° W 50 rods),
- g: "G", stone in line of railroad (gf: S 41 1/2° W 52 rods),
- h: point in the center of the road (hg: with railroad N 44° W 48 rods 15 links),
- i: point and corner to Hall (ih: along road N 16° E 1 rod),
- a: beginning (ai: with Hall S 44° E 25 rods),

23 acres 48 rods = 23.3 acres.



05/357
 GEORGE / CYNTHIA BELL →
 MARY E. IOSEN
 6 APRIL 1883
 23.3 ACRE

1" = 500'



A-41

In addition to the land sale, Mary Idsen (who later married a Tolson) agreed to reserve a 1 rod wide strip for ingress/egress; the description is identical to that of Q5/221 and L5/216.

Mary E. Tolson (née Idsen) placed a lien on this 23.3 acres of land on 6 April 1893 (05/265) in order to protect George W. Bell from the possibility of not receiving the \$2000 she owed him; William Urich acted as trustee. The lien was released as part of a reasonably complicated deed on 2 April 1893 (A6/448).

On 3 December 1896 (X5/514), Mary E. Tolson sold these 23.3 acres to Lucy T. Ryan for \$2600. As part of this deed, a vendors lien of \$500 was reserved and made payable to George W. Bell; this lien was also released on 2 April 1898 as part of A6/448.

Also on 3 December 1896 (X5/523) Lucy Ryan accepted another lien on the land in order to secure the debt of \$1300 she owed Mary Tolson; R. A. Baker was appointed trustee. Lucy decided to try to get a loan from the Mercantile Railway Building and Loan Association of Alexandria but they would not agree unless they could use the land as security and have the first trust on the land. To orchestrate this, a bargain was struck: the Association lent Ryan \$1300 who then paid Tolson \$500; Tolson agreed to place her lien (now for \$800) as a second trust to that of the Association; Tolson also released her* lien to the extent of \$500. All of these maneuvers were agreed upon in the famous 2 April 1898 deed (6A/448). The Mercantile lien had already been placed on 21 March 1898 (A6/451) with John T. Wilkins, Thomas Moss and Thomas J. Fannon as trustees; these gentlemen released the Railway Association lien

* The remainder of the lien was released on 13 September 1899 (D6/454).

on 8 January 1901 (G6/191).

Lucy, a widow, sold all of these 23.3 acres to William M./Mary A. Ellis "for \$5" plus the assumption of Lucy's lien with the Railway Association on 15 February 1900 (E6/256).

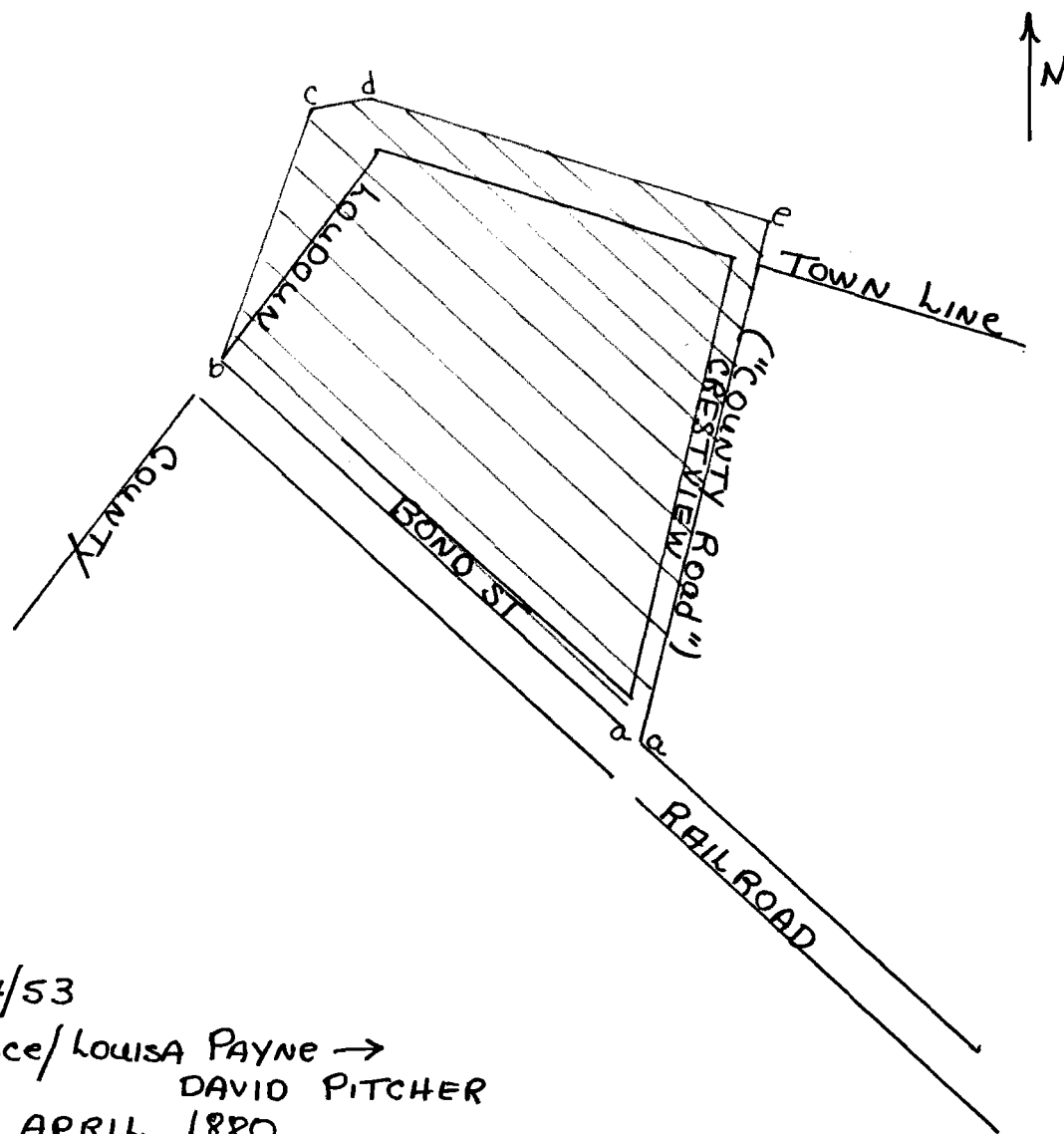
Years ago, when this discussion of George Bell's land began, A5/190 was quoted as claiming that Bell had bought 75 acres from Horace Payne on 18 May 1881. A little juggling of IIA2-4 will show that they completely fill the land described in A5/190; however they total only 65 acrs. Since there is no vacant land left in Bell's purchase of Payne, it will be assumed that A5/190 was in error and that 65 acres is the correct size. This small mental leap is supported by P6/372 which refers to Horace Payne selling George Bell 65 acres from Payne's 100 1/4 acre purchase of Eaton and Wallace. (See IIB2 for the specific quotation).

IIB: On 1 April 1880 (Z4/53) Horace and Louise Payne of Washington, D.C., sold 30.44 acres to David L. Pitcher of Herndon for \$1219:

- a: begin at buried stone in center of County Road, on north side of Washington and Ohio railroad,
- b: stone, corner to a 5 acre lot occupied by "colored man Frank Weaver" (ba: N 44 3/4° W, 84 poles),
- c: stake on Philip W. Carper's (or Mrs. Hammond's) line (cb: with Weaver, N 22° E 43 poles),
- d: stake, corner to Orrison (dc: with Hammond N 82 1/2° E 9 poles),
- e: center of County Road, corner to Payne in Orrison's line (ed: with Orrison S 70 1/4° E 65 poles 10 links),
- a: with County Road to beginning (ae: S 16° W 79 1/2 poles)

30 acres, 70 poles = 30.44 acres

Notice that this 30.44 acres protrudes into Loudoun County and that the boundary with Weaver's 5 acres lies entirely within Loudoun.



74/53
 HORACE/LOUISA PAYNE →
 DAVID PITCHER
 1 APRIL 1880
 30.44 ACRES

1" = 500'

A-45

Not wanting to be outclassed by George Bell, Payne tried for his own style of notoriety: on 13 June 1882 (B5/339) David L./Louisa Pitcher of Washington, D.C., sold the land they bought in 24/53 back to Horace/Louisa Payne of Washington, D.C., but this time for \$850, not the \$1219 they originally bought it for! Apparently (with a smile) land values fell 30% in 2 years - of course they did!

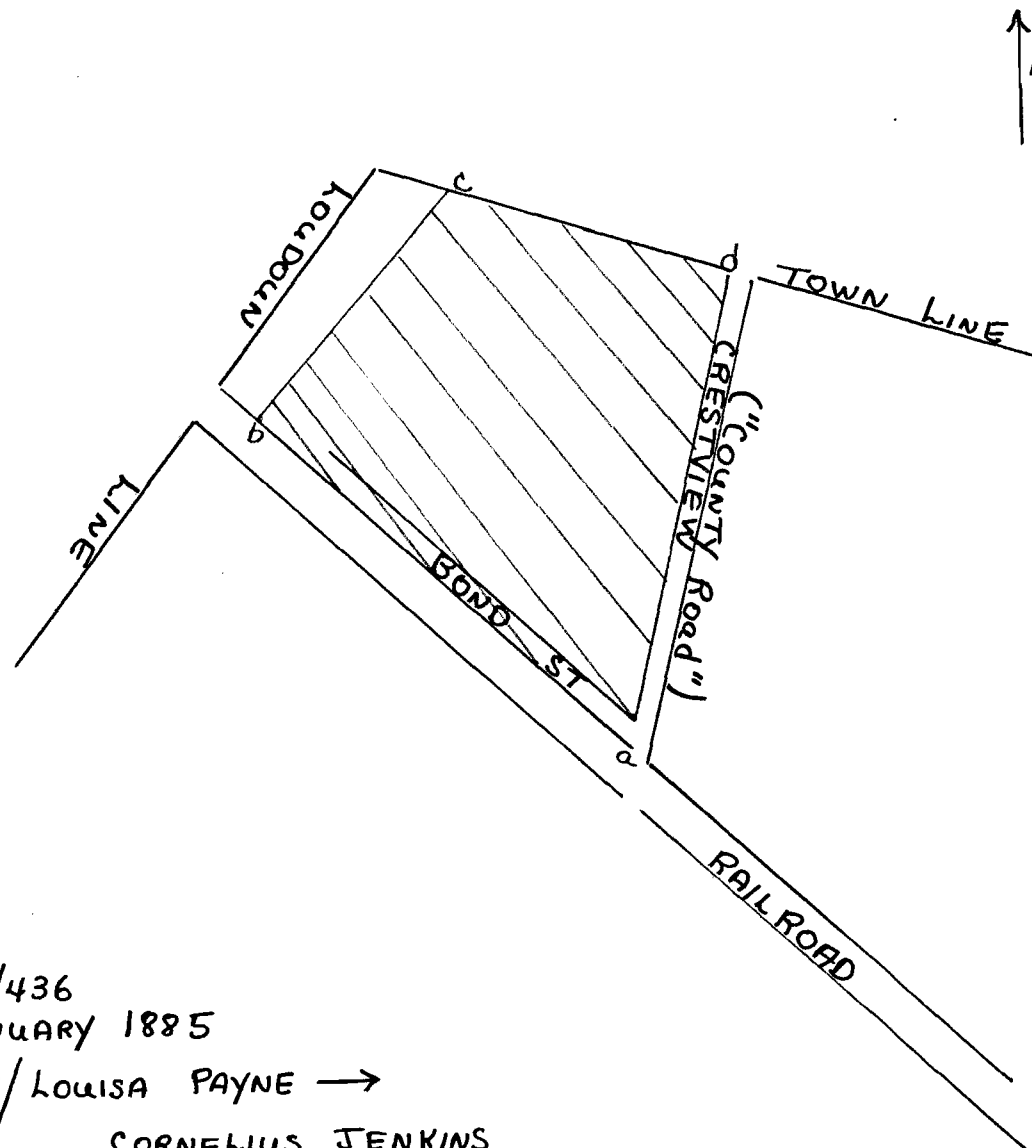
IIB1: The Paynes decided not to keep the land for too long--it might look bad! On 6 January 1885 (K5/436) Horace and Louisa, still of Washington, sold 25 acres 76 poles of this land to Cornelius Jenkins of Fairfax County for \$1000.

- a: begin in the center of the County Road at the intersection of the Washington, Ohio, and Western Railroad,
- b: land of Frank Weaver (ba: along railroad, N 45° W 79 poles 15 links),
- c: Orrison's land (cb: N 36° E 30 poles)*,
- d: County road (dc: with Orrison S 78° E 47 poles 15 links),
- a: beginning (ad: along road S 13° W 78 poles),

25 acres 76 poles = 25.48 acres.

* The deed uses 50 poles; in order for "c" to lie on Orrison's corner and in order for this land not to protrude into adjacent land not owned by Payne, one must use 30 poles. Therefore, contrary to all logic and good taste, a sober, reasonable dabbler into history must think the humble thought that a Clerk of the Circuit Court of Fairfax County made an error - horror!

This parcel is quite neat - it occupies all of the land bounded by the Loudoun County line, the railroad, the County Road [Crestview Drive] and the Town boundary. Notice the slightly odd feature that in Z4/53, the 30+ acres supposedly adjoined the land of Weaver and that this common boundary clearly lay in Loudoun; now a subset of the 30 acres also is claimed to adjoin Weaver, but this time Weaver's boundary lies on the County line - Weaver obviously has a creeping (mobile) boundary. As discussed later, the line creeps even more!



K5/436
 6 JANUARY 1885
 HORACE/LOUISA PAYNE →
 CORNELIUS JENKINS
 25.48 ACRES

1" = 500'

A-48

The "good old days" weren't always so good; in fact, maybe life was just as difficult then for people as it is now for us more "sophisticated" folks of 1981. In January of 1894 C. S. Smith, administrator for the estate of J. W. Smith, sued Cornelius and A. J. Jenkins in Fairfax Circuit Court. The "object of the suit . . . to collect \$500 with interest from 27 April 1892 and [Court] costs and to attach and subject real estate of Cornelius Jenkins conveyed to him by Paine . . . " in order to guarantee repayment of the debt. Since no other deed referring to any consequences of this suit has been located, it will be assumed that Jenkinses found some way to repay the money.

Jenkins' problem did not cease after the Smith Court suit; on 27 July 1895 (T5/631) Cornelius/Olivia Jenkins accepted a lien on their 25.48 acres in order to provide Mrs. Louisa T. Davis with some reputable security for the \$800 they owed her; they promised to repay the debt within one year; Charles P. Janney served as trustee. The debt was repaid on 6 November 1899 with part of the sale price of D6/537 and, consequently, the lien was also released by this deed.

On 6 November 1899 (D6/537) Cornelius/Olivia Adalaïd Jenkins and Charles P. Janney, trustee (see lien of T5/631) sold these 25.48 acres to Perez B. Buell of Herndon for \$1100.

P.B. Buell liked Charles P. Janney of Leesburg so much that he asked him to be trustee for a lien that he and his wife, Ellen M. Buell, placed on their land on 6 November 1899 (D6/539) in order to secure a \$1000 loan they had promised to repay to H. Clay Harding of Ashburn, Loudoun County, Virginia, within 2 years. This lien was released on 17 June 1910 (Y7/125).

On 1 July 1908 (Z6/695) P.B./Ellen M. Buell placed another lien on this land plus 3 other adjacent parcels in order to pacify the concerns of E.B.

White of Leesburg that there was some hope of receiving the \$2700 (with 6% interest for spice) the Buells owed him and which they promised to repay within the one year. Walter T. Oliver, trustee, released the lien on 24 October 1919 (P8/387); at the time of this release E.B. White had already transferred ownership of 2 bonds* (\$1000 and \$500) to Mary L. White and two others (\$900 and \$300) to Margaret B. White; consequently these 2 women joined in the release.

Perez died and according to his will of 5 January 1912 (Q8/91) left this 25 acres to his wife, Ellen.

* The \$2700 debt was composed of 4 separate bonds.

IIB2: The Payne to Jenkins to Buell transactions seem reasonable and relatively simple to comprehend; a "minor" confusion, of course, exists . . . if not, life would be so dull. Identifying the precise land owned by Frank Weaver adds this spark of interest to Payne's land. If the reader (are there any out there?) recalls, Z4/53 refers to a 5 acre parcel of land owned by Weaver and whose boundary with Pitcher's 30.44 acres lay in Loudoun. Weaver next appears, in Payne's sale to Jenkins (K5/436) when Weaver's boundary appears to have moved to the Loudoun - Fairfax County line. All of this is explainable, if not entirely reasonable - Payne sold Weaver 5 acres, he then sold Pitcher some land adjacent to these 5 acres; after Pitcher sold the land back to Payne, the Payne's next sold some more land to Weaver before selling 25 acres to Jenkins. Since all of Weaver's land lies in Loudoun County, no records exist in Fairfax County and therefore the poor, overwrought writer need not fret about not finding Payne to Weaver deeds in Fairfax.

This is all wonderful except for the odd ball deed P6/372. In this friendly deed, dated 22 July 1903, Louise Payne (widow of Horace Payne) and Ira W. Payne (executor of Horace) and his wife Nellie Payne join Hattie P./George F. Meetzler [daughter of Horace?] and Emma P./William H. Hungerford [another daughter?] in selling 10 acres of land to the heirs of Frank Weaver (Eli, Nancy, Irene, Berta, Susie, Martha, and Chester Weaver "sometimes written Wver"--Frank's wife was dead).

This land is described as:

- a: begin at the north side of the Washington, Ohio, and Western Railroad
at the County line,
- b: --(ba: N 82 1/2° E 49 rods),
- c: land sold to Cornelius Jenkins by Payne (cb: [S] 85° E 22 rods),
- d: railroad right of way (dc: S 26 1/2° W 50 rods),
- a: beginning (ad: along railroad N 43° W 51 1/3 poles).

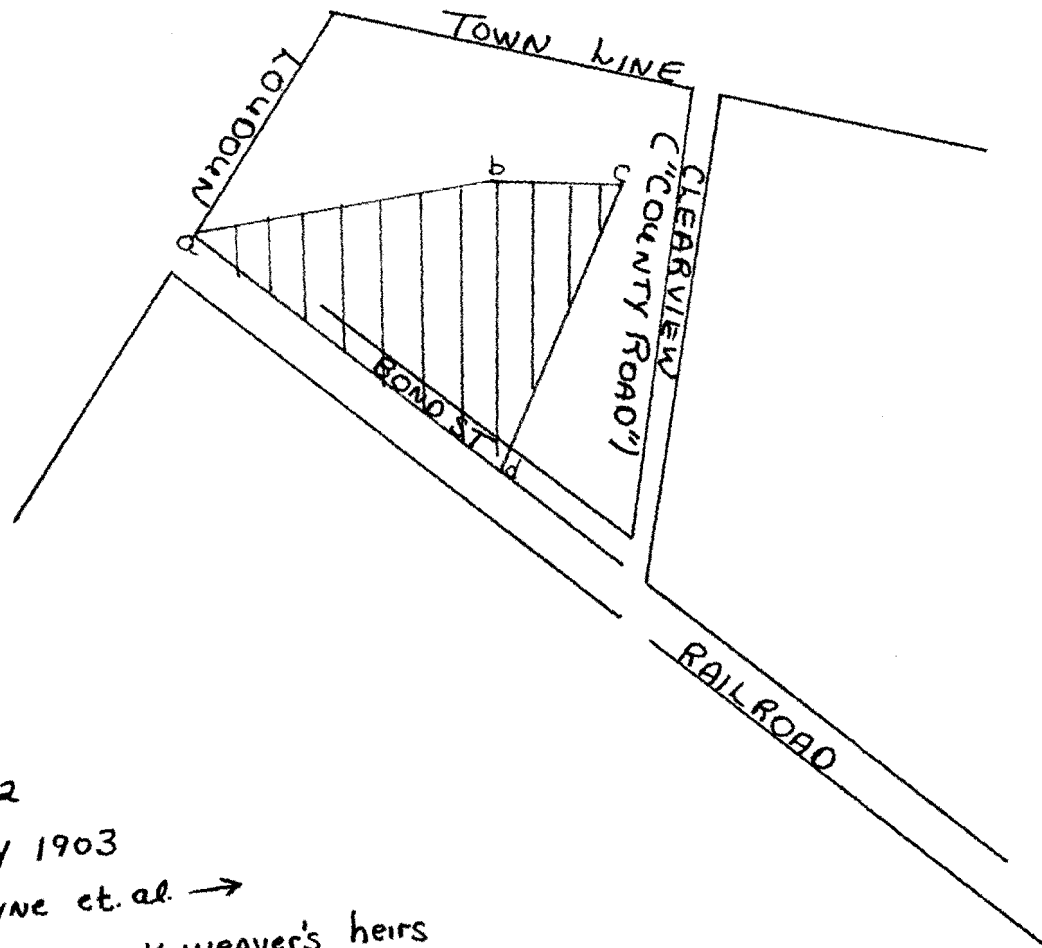
10 acres, more or less.

This is still sort of reasonable, but the story has more excitement:
According to P6/372, these 10 acres have the interesting history that:
"whereas years ago Frank Weaver bought above land [see the figure above] of
Horace Paine and since the death of Frank Weaver, Clayton Barrister . . .
uncle of [children of Weaver] . . . has paid cost of land . . . \$260 . . .
this land [is] all of what remained of [the] 100 1/4 acres Paine bought of
Parley Eaton and wife and Samuel Wallace and wife aside from 65 acres to
George Bell and 25 acres 76 poles to Cornelius Jenkins."

In brief, we seem to have nothing here at all - Weaver buys land from
Payne before the sale to Pitcher, he buys some more after Pitcher returns the
land to Payne and the land is described as the 10 acres of Payne not sold to
Bell or Jenkins. Since Bell's 65 acres plus Jenkins 25.48 acres plus Weaver's
10 acres add to 100.48 acres and Payne had 100 1/4 acres everything is fine.
Except . . . except a short study of P6/372 and K5/436 shows that Jenkins and
Weaver's lands overlap! Now the interest is slightly higher. Maybe the
creeping boundary of Weaver crept too far. Then one wonders why Louise

Payne et al needed to write a deed for 10 acres to the heirs of Weaver (P6/372) if Weaver really had clear title to the 10 acres. Possibly confusion had arisen as to the Weaver/Jenkins exact line and someone realized that it was better to reissue a deed for all 10 acres than attempt to sort out the separate sales between Payne and Weaver; possibly, even, deeds between Payne and Weaver never existed but rather Payne had simply "given" the land to Weaver (a search of Loudoun deeds might resolve this).

One scenario (with no basis in fact, of course) is that Payne sold 5 acres in Loudoun to Weaver in 1880, he then sold another 5 acres to Weaver between 1882-85 (after Pitcher sold the 30 acres back to Payne and before he sold 25 acres to Jenkins) and finally sold the remaining 25 acres (of the 30 acres) to Jenkins in 1885. Payne, recalling that he had sold this second 5 acres to Weaver, described the Jenkins land as being 25 acres; however, the surveyors were confused (made an error? there never was a survey?) and gave the metes and bounds for a parcel larger than Payne intended to sell and containing part of Weaver's land.



A-54

P6/372
 22 JULY 1903
 Louise Payne et. al. →
 FRANK weaver's heirs
 10 acres

1"=500'

I might be confused, but Weaver was not; he believed that he had bought 10 acres, and precisely those 10 acres described in the above figure. On 1 January 1885 (E5/130) Weaver placed a lien on these precise 10 acres; in fact the lien states that the purpose of the lien is to secure a \$300 debt owed Horace Payne which is the balance due in the sale of the land Payne to Weaver. Weaver agreed to repay \$60 each year and accepted A. Maria Coleman as trustee. This lien was released partially on 22 July 1903 (P6/372) and completely by a Court order in August 1903 (marginal note of E5/130). Notice that the deed of trust suggests a selling price in excess of \$300 versus the \$260 total price mentioned in P6/372 and that the Court had to order a lease of the lien--a clear indication of confusion, trouble, or misunderstanding. Courts rarely become involved in clear things - or do they?

One final encouraging note about these 80.44 acres - as even the half asleep reader has noticed that the graphics illustrating Payne's sales make absolutely no sense - for instance Z4/53 contains lands outside of Herndon (line cde) and land that Payne did not even own; also Z4/53 does not close upon itself: it starts on the west side of the County road and ends on the east side. In addition to this minor nuisance P6/372 is simply weird! Why, if Weaver owned land in Loudoun is all of a sudden his entire 10 acres in Fairfax and what an odd shape; it takes the heart out of Jenkins land.

I, by no means understand all of this, but I proposed (for the sake of lengthening this report) an hypothesis. Before explaining this fabulous hypothesis, a few observations are in order: (a) returning to Orrison's sale to Burgess, one recalls that the railroad was about 206 poles $(ab+bc+cd)^*$ from

* Also see Chapter K; in W3/60 Orrison sells 3300 feet (200 poles) of land to the railroad.

Folly Lick to the edge of Orrison's land in Loudoun. The distance from Folly Lick to the County Road (Crestview Drive) is about 75.7 poles; assuming that K5/436 (Payne to Jenkins) is correct, means that from the west edge of Jenkins to the end of the railroad that lies in Orrison's land is 50.7 poles (206-75.7 - 79.6). P6/372 (Payne to Weaver) claims to be along 51.3 poles of railroad right of way. Thus Folly Lick to Crestview plus K5/436 plus P6/372 equals the entire length of the railroad right of way (an error of 0.6 poles = 10 feet is absolutely ignorable given the level of assumptions being strewn about).

(b) K5/436 is not explicit as to whether its boundaries lie along the center of the railroad right of way or on the north edge; neither is P6/372. I will assume that both lie along the center.

(c) In P6/372 it is explicitly stated that Weaver obtained 10 acres from Payne and that Jenkins' 65 acres was separate.

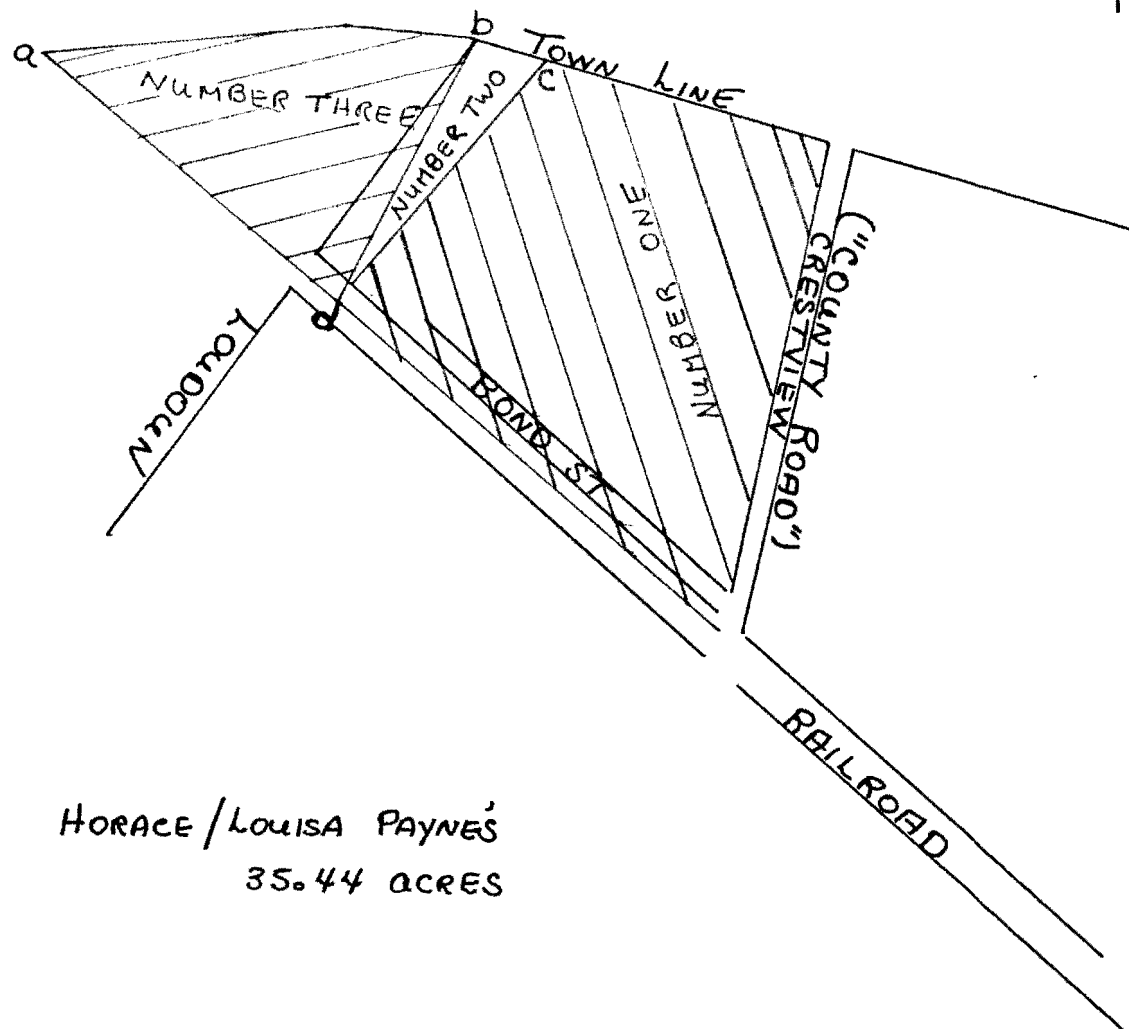
Hypothesis:

- K5/436's metes and bounds are correct.
- P6/372's metes and bounds are correct except for (a) the beginning point. This should read, "begin in the center of the Washington, Ohio and Western Railroad." This beginning point actually lies in Loudoun County and is the western most point of the land Orrison sold to the railroad ("a" in the figure). If "a" does not lie along the center of the railroad, point "b" will lie north of Herndon and in land Payne never owned (for what it is worth, if "a" lies on the north side of the railroad, point "b" is almost coincident with point "d" of the Z4/53 figure).

(b) there is a missing segment; from "b" Weaver's land should go to

"c" and then "d" as opposed to "b" to "d" as in K5/436.

All of this means simply that lot number one belonged to Jenkins while two and three were Weaver's.



HORACE/LOUISA PAYNE'S
35.44 ACRES

1" = 500'

A-58

Obviously precisely what occurred is nebulous (at least to me) but it becomes a mute point since on 29 december 1904 (Q6/689) C. Vernon Ford, Commissioner of sale in the suit of Bannister vs Weaver, etc., sold the entire 10 acres to P. B. Buell, who then owned all of the Jenkins and Weaver lands regardless of any "disputed" boundary lines. Buell paid \$690 for the land at a public auction.

On 1 July 1908 (Z6/695) P.B./Ellen M. Buell placed another lien on this land plus 3 other adjacent parcels in order to pacify the concerns of E.B. White of Leesburg that there was some hope of receiving the \$2700 (with 6% interest for spice) the Buells owed him and which they promised to repay within the one year. Walter T. Oliver, trustee, released the lien on all but our 10 acres on on 24 October 1919 (P8/387); at the time of this release E.B. White had already transferred ownership of 2 bonds* (\$1000 and \$500) to Mary L. White and two others (\$900 and \$300) to Margaret B. White; consequently these 2 women joined in the release.

On 17 June 1910 (G7/46) the Buells obtained a partial release of Z6/695 and sold these 10 acres (plus 20 other acres) to Alexander H. Caldwell of Washington, D.C. for \$2500.

Before leaving all of this exciting information, there is (at least) one further question: Payne had 100 1/4 acres; he sold 65 acres to Buell, 25 to Jenkins and 10 to Weaver, all of which equals 100 . . . well except for the "fact" that Weaver overlaps Jenkins and therefore the total cannot be 100. Fortunately, there is a cowards way out of this dilemma; P6/372 claims that Buell + Jenkins + Weaver = Payne. Therefore, we have all of the sales and if

* The \$2700 debt was composed of 4 separate bonds.

the arithmetic does not add up, we can simply use a slight of hand and manipulate both sides of the equation until they do.

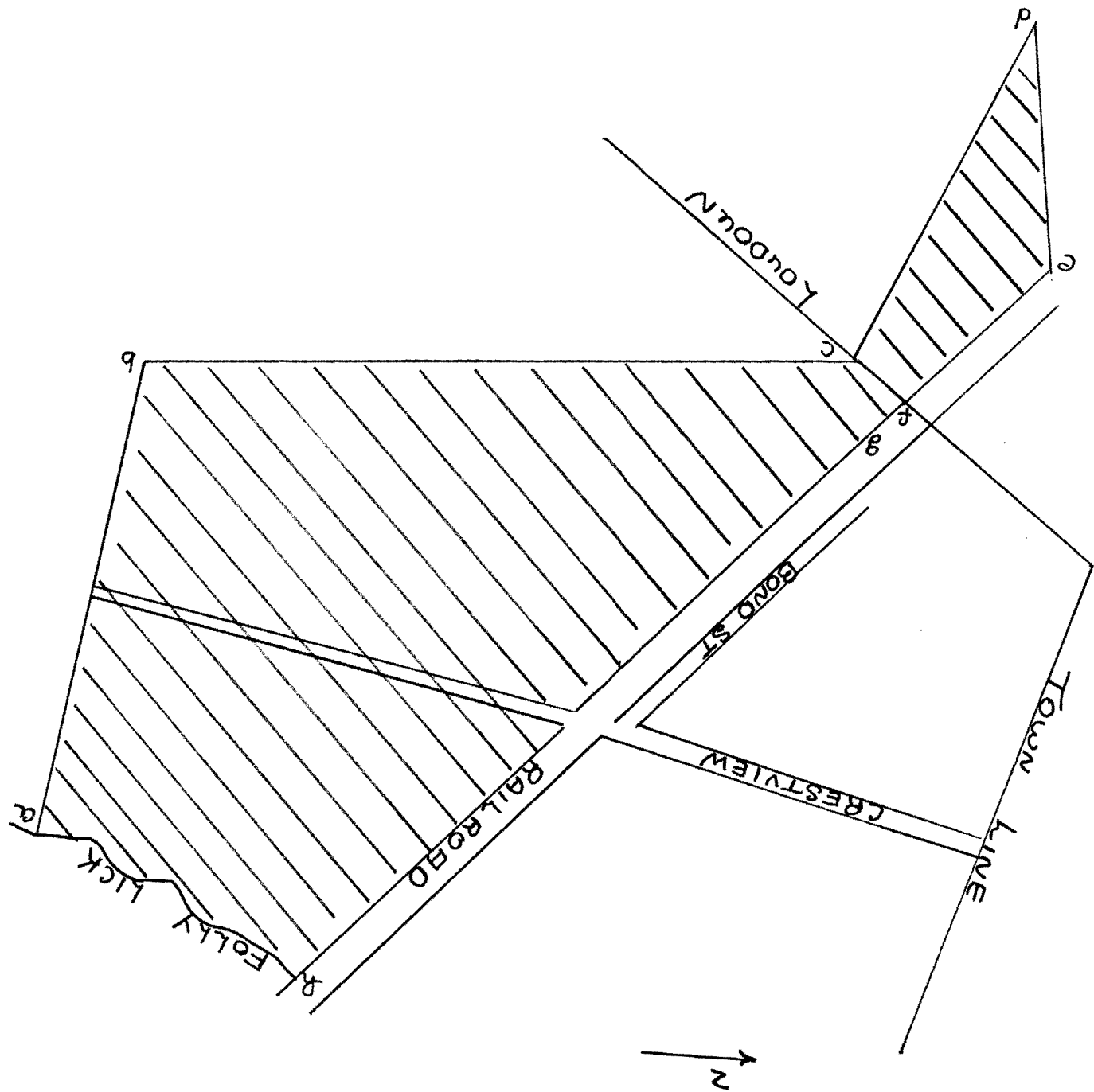
III: Returning to the more mundane, on 1 December 1865 Joseph/Jane E. Orrison sold 87.25 acres to George J. Bond for \$1745 (F4/225).

- a: begin at a planted stone at west edge of Folly Lick,
- b: a large white oak, corner to Brady (ba: N 81 1/4° W 93.76 poles),
- c: a pile of stones near white oak, black oak and red oak now marked as pointers (cb: N 2.5° W 144 poles),
- d: a pile of stones near black oaks, white oak and hickory marked as pointers (dc: N 64 3/4° W 78 poles),
- e: a stake on the south side of A,L&H Railroad (ed: N 82 1/4° E 52.24 poles),
- f: a stake (fe: S 40 3/4° E 49.6 poles),
- g: a stake (gf: S 47 1/4° E 20 poles),
- h: a stake in Folly Lick (hg: S 44 3/4° E 141 poles),
- a: beginning (ah: with Run)*

87 1/4 acres.

* The metes and bounds of this parcel are slightly different from the corresponding lines in C3/285; this probably was caused from the new survey mentioned in K3/303. The lines are so nearly identical though, that the discrepancies will be ignored.

A-62



F4/225
1 DECEMBER 1865
JOSEPH/TANE ORISON →
GEORGE BOND
87.25 acres

On 1 December 1865 (F4/228) George J. Bond of Allegheny City, Pennsylvania, placed a lien on the 87 1/4 acres he had purchased from Joseph Orrison in order to provide collateral for the \$1245 plus interest that he owed Joseph Orrison; John W. Orrison was the trustee. The money was due as follows:

Note #1 on 1 April 1866,
#2 on 4 December 1866,
#3 on 4 December 1867,
#4 on 4 December 1868.

The lien was released on 11 January 1870 (K4/477).

On 31 March 1869 (J4/406) George J. Bond of Washington, D.C., sold the 87 1/4 acres to Horace Payne for \$1200. (Payne seems to know how to buy land for less than the seller paid for it).

IIIA: On 1 April 1871 (M4/315) Horace/Louisa Paine sold 58.9 of the 87 1/2 acres to George W. Bell of the province of Quebec for \$1767: (not a bad profit!):

- a: begin at a planted stone on south side of W&O Railroad and 50 feet from center of railroad,
- b: center of County road, Br[e]ady's line (ba: along County road, S 13° W 98 2/3 rods),
- c: large white oak stump, corner to Br[e]ady (cb: W 10° N 47 rods)*,
- d: a stake and stones (dc: N 1 1/2° W 146 rods),
- e: a pile of stones (ed: N 64° W 79 rods)*
- f: a stake and stones in south side of W&O Railroad and 50' therefrom (ef: N 83° E 52 1/4 rods),
- g: on railroad (gf: S 40 3/4° E 40 rods),
- a: beginning (ag: S 44 3/4° E 96 rods),

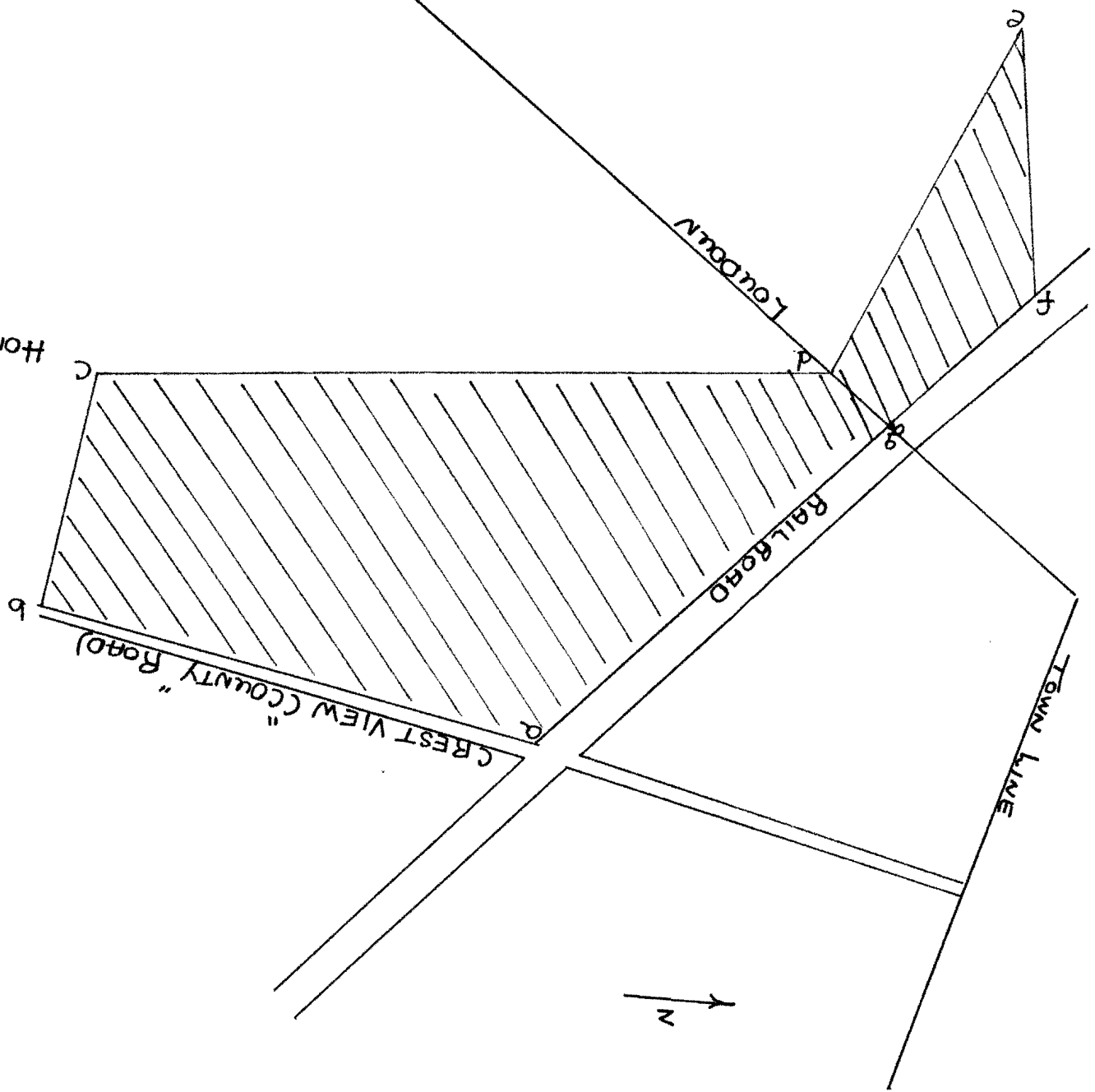
58 144/160 acres = 58.9 acres.

* Literally means 10° North of due West.

* Deed says W 64° N--to fit the tract as the deed says it should, the deed must really have meant N 64° W.

M4/315
 1 APRIL 1871
 HORACE / LOUISA PAYNE →
 George Bell
 58.9 acres

1" = 500'



IIIA1: On 1 February 1879 (Z4/277) George W./Cynthia Bell sold 11.88 acres to Sarah M.A. Houghton for \$593.75.

- a: begin at a stone boundary with broken glass under it and 3 feet
4 inches from the northeast corner of George Bell's stone gate post,
- b: --(ba: N 80° W 12 rods),
- c: --(cb: N 68° W 62 rods),
- d: --(dc: N 2° W 46 1/4 rods),
- e: stone set at County road (ed: S 46° E 91 3/4 rods),
- a: beginning (ae: 3 rods),

11 acres 140 rods = 11.88 acres.

These metes and bounds are incorrect - the parcel's boundaries simply do not close upon themselves. Obviously it is not absolutely clear what the Bell's intended. If one believes that the length of the common boundary with the railroad (91.75 rods) as well as the area (11.88 acres) are correct (that is, are what they were meant to be), then one is driven to believe that the parcel shown in the next figure is what the Bells intended to sell: the area is 11.88 acres and the length of the railroad - parcel boundary is 91 rods. This hypothesis requires the following corrections:

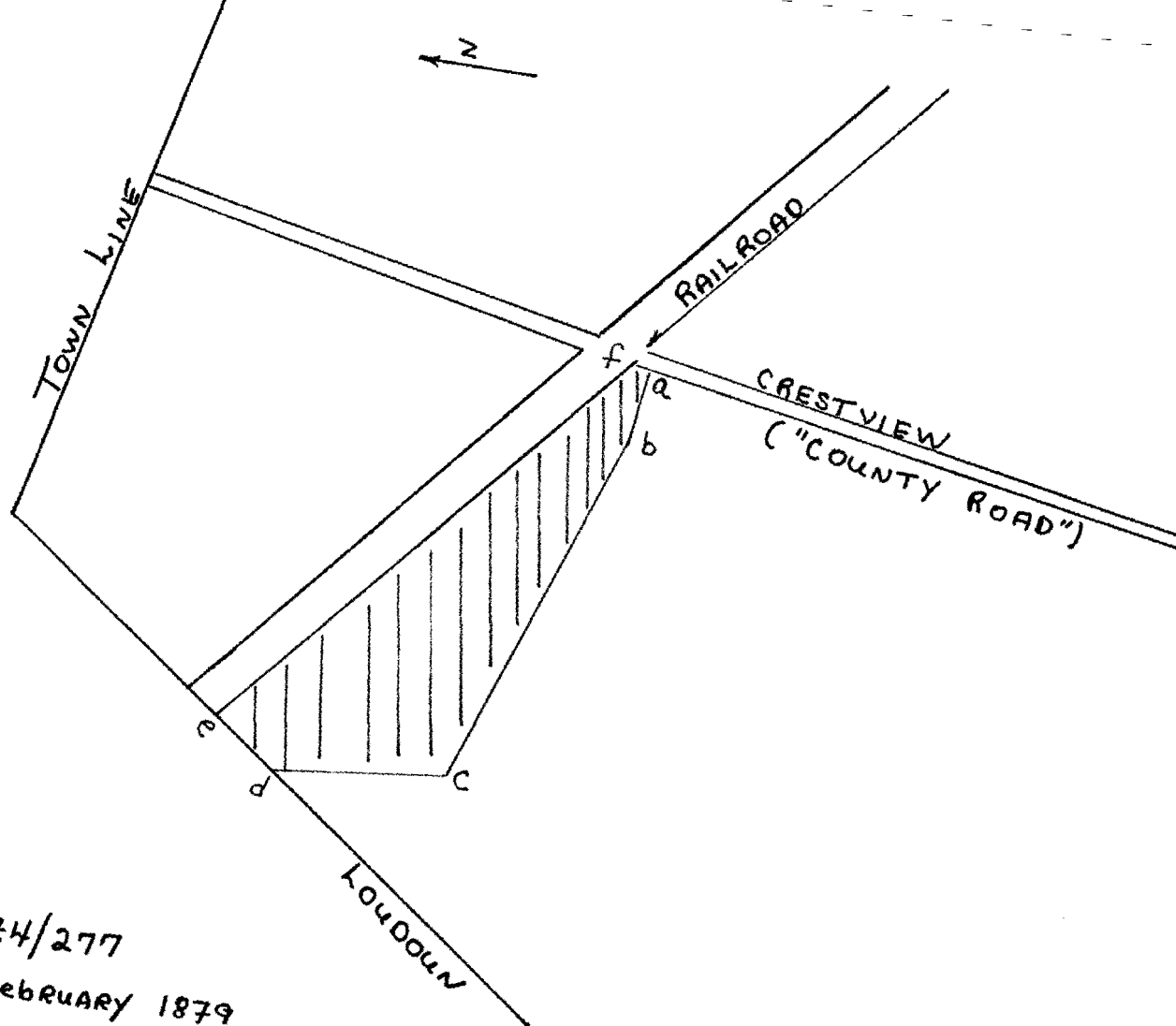
- d: --- (de: N 2° W 29.7 rods)
- e: south side of railroad (ed: N 47° E 12.73 rods)
- f: intersection of County Road with the railroad
(fe: with the railroad S 46° E 91 rods),
- a: beginning (af: 3 rods)

11.88 acres

There are at least two other alternative hypothesis:

Bell meant to extend segment "cd" to the railroad. This would require cd to be about 46 poles, would require the railroad - parcel line to be about 103 poles and the area to be about 12.36 acres. For these reasons this hypothesis is discarded. (Notice that the length of "cd" as given in Z4/277 stops between the Loudoun Line and the railroad).

Bell meant to sell only 11.184 acres to Houghton.
The comparison of the two "viable" hypotheses will be discussed later -
suspense is wonderful!



24/277
 1 FEBRUARY 1879
 George/CYNTHIA BELL →
 SARAH HOUGHTON
 11.88 ACRES

1"=500'

A-68

George Bell must have liked his hedge (or more probably liked his privacy and wanted a healthy buffer between his property and the surrounding land) for he included the following in the deed: "The hedge fence dividing the said Geo. W. Bell's from the purchaser's property shall be by the said Geo. W. Bell kept clipped and cultivated until the last payment is made on the property and one half of the cost of working and clipping said hedge shall be paid by said purchaser when she pays principal or interest on the bonds (not to exceed \$5 per year) and when last payment is made on 25 September 1880 [see below for Sarah's lien], then the hedge shall be equally divided and said Geo. W. Bell to keep charge the east half next to the County road . . . Sarah Houghton . . . shall keep in good order and condition the west half next to McLeon's Land. . . ." 'And I thought I wrote long sentences!)

This was not all of Bell's conditions--he required Sarah Houghton to build (within 60 days) 12 rods (198 feet) of a straight rail fence using good lumber "commencing on the north side of the hedge from stone boundary near Bell's stone gate post [point a above] to fence now in Bell's land some 12 feet from large white oak near Bell's Spring House . . . and when the hedge is fit to turn pigs or cattle, then either party on their own half of said hedge line can remove the fence and dispose of it as they see fit . . . if she does not [build fence in 60 days]" Bell will build it but she "will pay for it."

With so many restrictions on the land Sarah had to do something to relieve the pressure--she did what all good Americans do, she placed a lien on the 11.88 acres on 1 February 1879 (X4/119) in order to secure the debt of \$171 she owed George Bell, thus ensuring social acceptance by her neighbors who all seemed to believe in the tradition (and therefore acceptability?) of liens. William Urich acted as trustee to ensure that Sarah paid \$135.50 plus

interest on 25 September 1879 and \$135.50 plus interest on 25 September 1880. This lien was released on 17 September 1880 (Z4/279).

Caught, (as most of us are at some time in our lives), in many difficulties, William S./Sarah M.A. Houghton of Washington placed another lien on this land the day after the release of the old lien. On 18 September 1880 (Z4/281) J.W. Carrington of Washington was appointed trustee to monitor the repayment of a \$550 debt owed by the Houghtons to Isabella Woods; they agreed to repay the money, at 6% interest, by 1 October 1881. On 6 July 1885 (E5/225) S. M./M. E. Woods of Washington relinquished "all claim we may have to . . . 11 acres 140 rods . . . lot of land sold by G. W. Bell to Sarah M.A. Houghton, February the first 1879. . . ." Since no other "release" of Z4/281 has been found, one might hypothesize that S. M. Woods was Isabella Woods son or brother and that she had "transferred the debt" to her son [brother] who then released Houghton from the lien in E5/225. It was not unusual for the person to whom a debt was owed to transfer the "ownership" of the debt to someone else and for this transfer not to be recorded in the deed books.

Sarah M.A./William Houghton of Washington sold this 11.88 acres to Isabella Woods for \$700 on 11 April 1882 (B5/199).

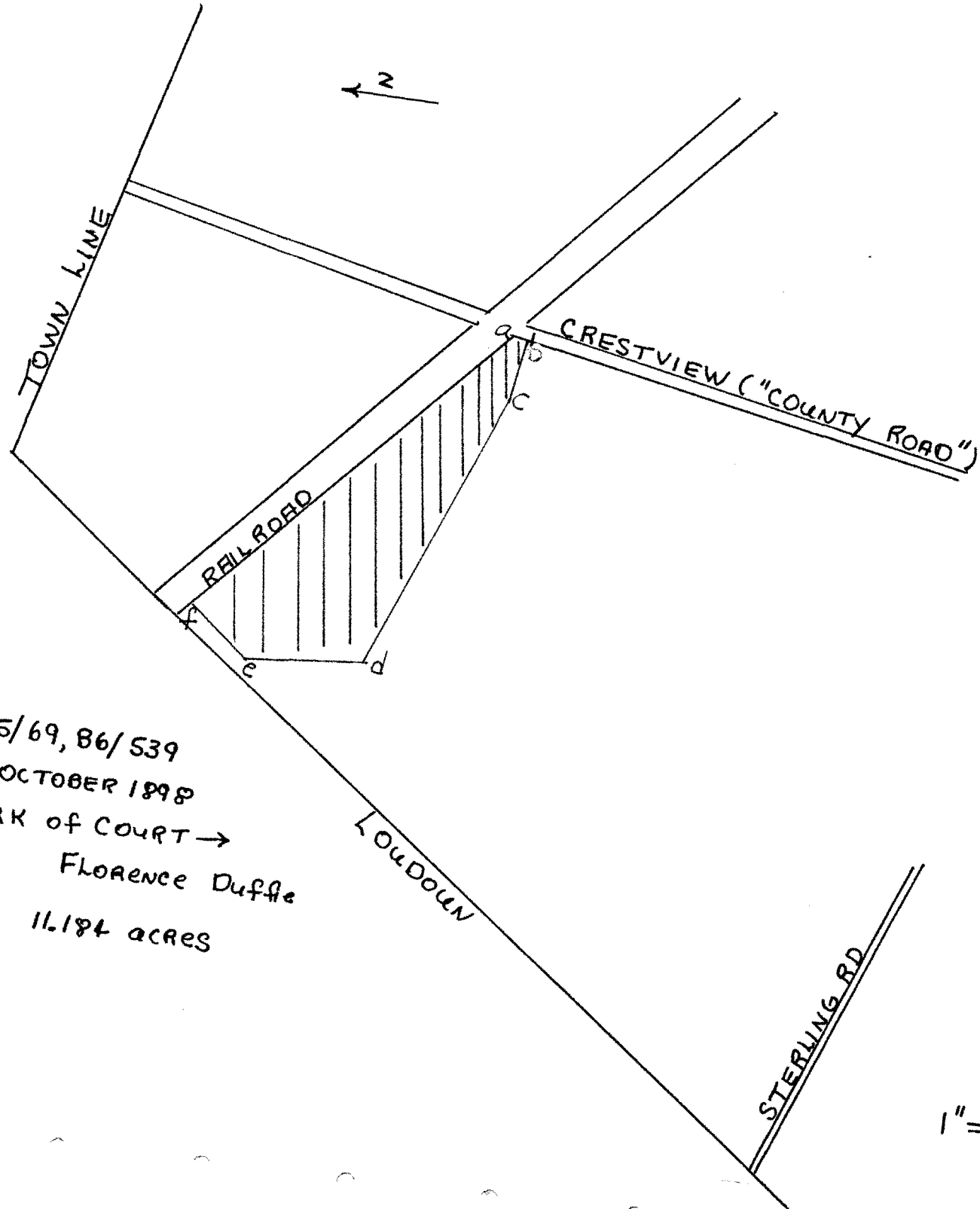
Isabella was having troubles of her own for her land was "sold for the delinquent taxes, etc., thereon for the year 1885, by the Treasurer of said [Fairfax] County, in the name of Isabella Woods, on the 15th of August 1887 and purchased by . . . J. D. Adams" (W5/69). Adams died and Josephine S. Adams "mother of and sole heir at law of my son" transferred the land to Florence P. Duffie for \$3.37 on 4 May 1895 [according to C6/58 this was "the amount of taxes, interest and costs due"--awfully inexpensive for 11.9 acres! Something other than what is included in the deeds must have occurred

since it makes no sense for someone to lose 11 acres for \$4--why, any bank would have accepted 11 acres as security for a \$4 loan, wouldn't have they? Is it possible that the deeds meant \$3.37 per acre?]. She authorized the Clerk of the County Court to legally execute a deed of title transfer after a survey of the land had been made, recorded and confirmed by the Court.

This survey was made by J. Owens Berry, County surveyor, on 12 September 1898 at a cost of \$6 which was charged to John S. Duffy [spelled Duffie in W5/69]. The description of this land is slightly different from the earlier metes and bounds:

- a: begin at "A," a stone on the southwest boundary of railroad and on the West side of the County road,
- b: "B," point 3.3 feet from northeast corner of stone gate point, a corner to Duffy (ba: S 29° 40' W 53 feet),
- c: "C," (cb: with Duffy, N 76° 10' W 199 feet),
- d: "D," a stone in the line of McClean [McLean] (dc: with Duffy West 1037.3 feet),
- e: "E," stone, corner to "the colored School" (ed: with McLean North 426 feet),
- f: "F," fence post on southwest boundary of railroad (fe: with School land N 47° 20' E 266.2 feet),
- a: beginning (af: with railroad S 42° 12 E 1418.5 feet),

11.184 acres.



WS/69, 86/539
17 OCTOBER 1898
CLERK of COURT →
Florence Duffie
11.184 acres

1" = 500'

A-72

On 17 October 1898 the survey was "received and filed, and no exceptions having been filed thereto and no person objecting to said report the same [report] is confirmed and ordered to be recorded . . . and it is ordered . . . upon the payment . . . of all the delinquent taxes now due . . . and all expenses connected with her said purchase that the clerk of this Court shall execute to her a deed for said land. . . . " (B6/539).

Florence paid all of the taxes and all of the expenses connected with the land (a total of \$53.42),* but did not get a deed to the land until 1898; this delay was explained by "the two years required by law having now elapsed, the said Florence S. Duffie deserves to have a Deed for the same" (C6/59).

Precisely what the laws were which required the two years delay or why the delay was deemed necessary is not known; the only potential clue for any of Duffie's relatives who wish to search this is that the deed legally transferring the title to this land to Florence (from F. W. Richardson, Clerk of the Circuit Court) on 15 December 1898 (C6/58) cites "the act of the Legislature of Virginia approved 19 March 1884, amended by act . . . 8 February 1886 and in compliance with the order of said Court . . . 17th day of October 1898. . . . "

On 18 April 1906 (T6/590) Florence S./John S. Duffie of Washington sold these 11.184 acres to P.B. Buell of Herndon for \$335 (\$50 due before 1 June 1906 and \$285 due before 1 January 1907 accruing 6% interest). This land was described as being near "Bell's Crossing (now called Herndon Heights)."

As the astute reader has noted, there are a few "minor" discrepancies in these land transactions:

* \$3.37 per acres plus \$15.74 in court costs?

in Z4/277 and B5/199 (April 1882) the land is described as containing 11 acres 140 rods (11.88 acres).

in W5/69 (May 1895) the land is described as containing 11.52 acres.

in B6/539 (September 1898) the land is described as containing 11.184 acres.

the metes and bounds of Z4/277 and B5/199 are different from those of B6/539 as is obvious from comparing the two figures.

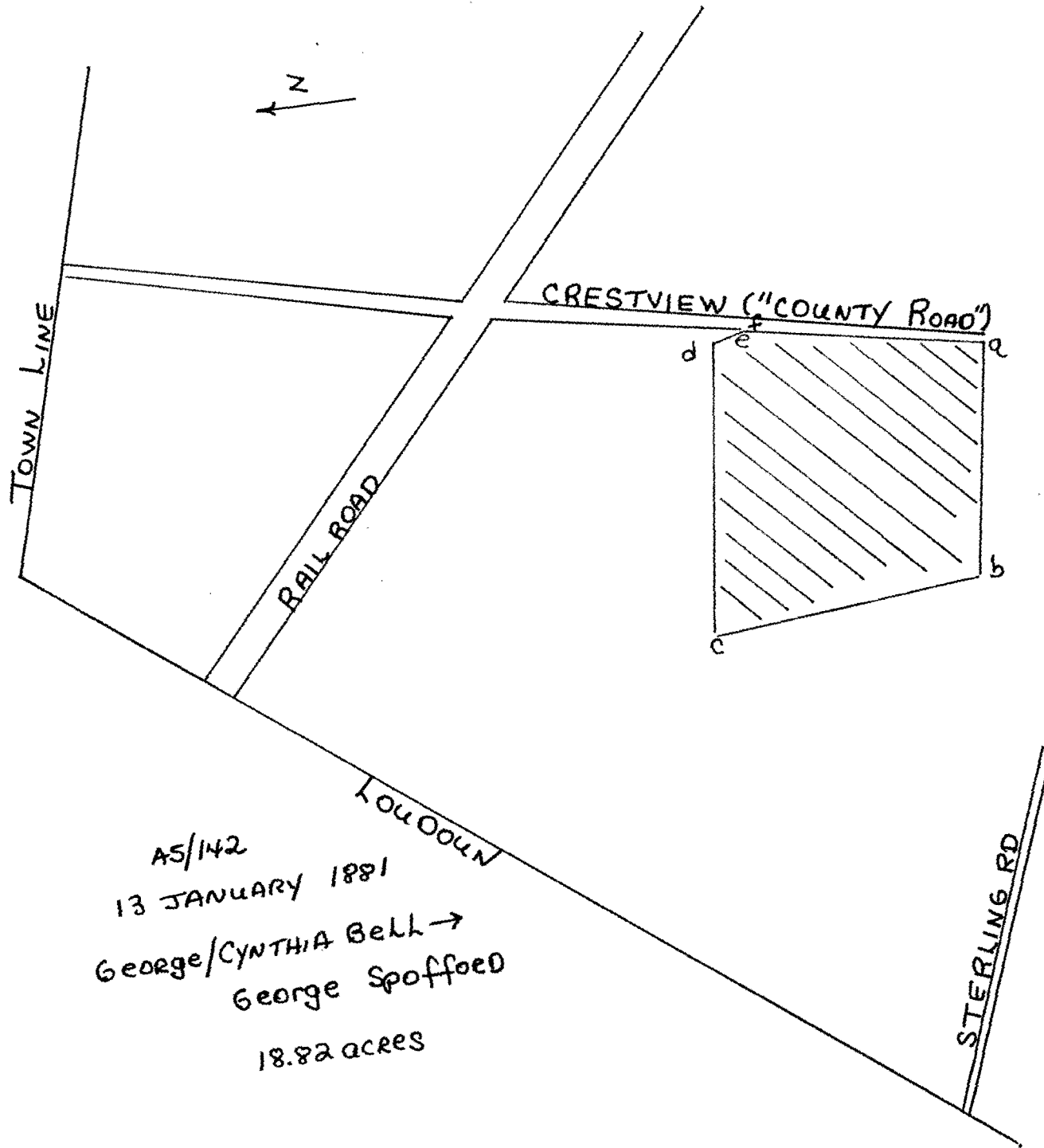
These discrepancies will be discussed near the end of section IIIA⁴ since other arguments relating to other parcels of land Bell sold are needed to develop an overall hypotheses (as stated earlier Bell really wanted to be remembered!)

IIIA2: On 13 January 1881 (A5/142), George W./Cynthia C. Bell sold "18 acres 131 rods more or less" to George C. Spofford for \$850 (\$500 cash and \$350 payable within one year).*

- a: begin in the center of the County road leading to Bready's line,
- b: large white oak hollow stump with 2 stones set in it and with broken glass under them, corner to Bready (ba: W 10° N 47 rods),
- c: stone boundary six feet from the south side of the hedge belonging to Bell (cb: N 1 1/2° W 55 1/2 rods),
- d: in easterly direction within six feet of said hedge till you come within 6 feet of south side of a large oak tree,
- e: in south easterly direction following the east side of hedge 84 feet to stone planted with glass under it on the west side of County road,
- f: east 15 feet to the center of road,
- a: beginning (af: S 13° W in center of road 51 1/3 rods),

18 acres 131 rods more or less = 18.82 acres.

* The logic used to draw this figure will be discussed later--since the metes and bounds are not clear, some deduction had to be used.



A5/142
13 JANUARY 1881
George/CYNTHIA Bell →
George Spofford
18.82 acres

A-76

1" = 500'

The deed also contained the condition that "the reserved land near the gate leading to George W. Bell's property [see IIIA1a] may be used for ingress and egress to the property described in this deed. . . . "

Also on 13 January 1881 (A5/14) George Spofford and wife accepted a lien on the land in order to secure a debt of \$300 which they promised to pay George Bell within 1 year. Isaiah Bready, trustee, released the lien on 27 October 1803 (D5/211).

George S./Mary E. Spofford sold their land to John W. Forsyth for \$2000 on 20 October 1883 (5E/582).

John W./Mary C. Forsyth then sold the land on 10 April 1886 (F5/347) to L. V. Cassaday for \$3000.

Land prices don't always go up--on 7 July 1887 (G5/105) Lewis V./Augusta M. Cassady sold this same land to Sarah A. Starr of Washington for a mere \$1100!

On 16 September 1907 (X6/473) Sarah A./Jacob W. Starr of Herndon accepted a lien on their 18 acres of land in order to secure a \$2500 bond payable to the Shenandoah Valley Loan and Trust Company in 5 years; E. D. Newman acted as trustee. The lien was released on 7 April 1923 (C9/172).

The Starrs of Herndon kept the land until 7 July 1920 (R8/192) when they sold it to George F. Harrison of Herndon under the following terms:

\$500 cash

assumption of the lien recorded in X6/473*

a \$1500 vendors lien to be released when (if) Harrison repaid three "[6%] interest bearing negotiable homestead waiving

* The deed actually wrote X6/417--clearly an error.

promissory notes" dated 7 July 1920; each note was for \$500 and each was payable to Jacob Starr at the National Bank of Fairfax; the notes were due 7 July 1921, 1922 and 1923.

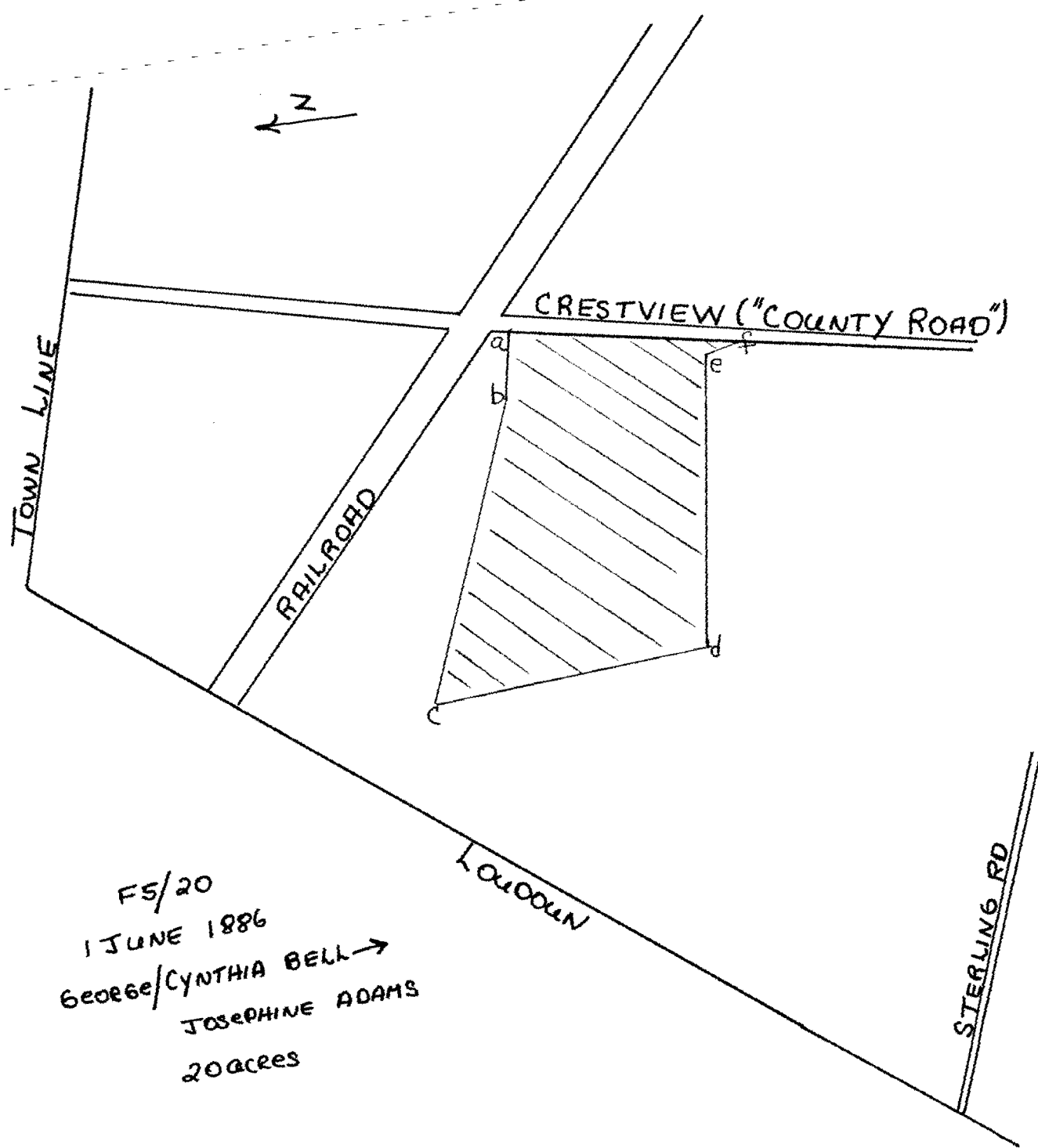
IIIA3: On 1 June 1886 (F5/20) George W./Cynthia C. Bell of Herndon sold 20 acres of land to Josephine S. Adams of Washington for \$3000.*

- a: begin at the center of the County road near a stone gate post,
- b: -- (ba: N 80° W 14 rods),
- c: stone planted outside of hedge (cb: N 68° W 62 rods),
- d: planted stone six feet south of Osage Orange hedge (dc: southeasterly direction along McLean's line 55 3/4 rods, 8 links),
- e: "easterly direction within six feet of [Osage Orange] hedge till you come within six feet of south side of a large oak tree, 58 1/4 rods,"
- f: stone planted with glass underneath it on west side of County road (fe: southeasterly direction following east side of said hedge 84 feet),
- a: Beginning (af: along County road 44 1/2 rods),

20 acres more or less.

If these metes and bounds seem familiar, you are correct. These poor, bedraggled 20 acres were part of the land George Bell sold S.M. Woods in 1883 and bought back in 1885 (See IIA1a for the exciting details).

* Since the metes and bounds are not too explicit, the reasoning used to draw the figure will be discussed later.



F5/20
1 JUNE 1886
GEORGE/CYNTHIA BELL →
JOSEPHINE ADAMS
20 acres

A-80

1" = 500'

The deed describes the land as "lying about 3/4 of a mile northwest of Haddon, Virginia, and in the county of Fairfax . . . part of J. Orrison to G. J. Bond, by said Bond to Horace Paine and by said Paine to Geo. W. Bell . . . "; clearly the 3/4 miles must refer to the distance from the center of town (depot) and not from the corporate line.

Josephine S./Samuel V. Adams "now about to reside on the property" accepted a lien on their land on 1 June 1886 (F5/22) with Jonathan H. Gray and L. Lewellen Johnson as trustees. The purpose of the lien was to secure a \$1425 debt owed George Bell; Josephine agreed to repay \$100 each 3 months for 42 months and then \$25 on the 43rd. The lien was released on 7 July 1892 (M5/503).

Josephine S. Adams sold the land, now called "Pilgrim's Rest" to Jacob S. Allen of Washington for \$3150 on 13 December 1890 (J5/564).

Allen (unmarried according to the deed) placed a lien on his newly acquired land in order to protect Josephine Allen from the possible loss of the \$1950 he still owed her. The lien, dated 13 December 1890 (J5/571), appointed C. R. Bitzer as trustee and consisted of 20 separate notes: numbers 1-16 were for \$60 each and due in 3, 6, 9 . . . 48 months, starting from 1 January 1891; notes 17, 18 and 19 were for \$250 plus 6% interest and were due in 5, 6 and 7 years; note 20 was for \$240 plus 6% interest and was due in 8 years. The lien was released 4 May 1895 (T5/132).

Jacob married Joanna and then "sold" her Pilgrim's Rest for "\$5" on 12 January 1891 (K5/53).

Joanna S./Jacob S. Allen, of Fairfax County, then sold the 20 acres to William A. Dyer for "\$10" [obviously not the total price] on 23 June 1892 (M5/495).

Dyer and his wife, Annie V., of Herndon, then passed the land on to John S. Duffie of Washington for "\$10" on 25 September 1893 (T5/114).

Just to change the tempo of action, John S./Florence S. Duffie decided to place a lien (as opposed merely to selling the land) on Pilgrim's Rest on 5 February 1897 (Y5/358). The lien was organized to secure a \$500 debt due the Baltimore Building and Loan Association; Merton E. Church of Falls Church acted as trustee. The lien was released on 24 March 1902 (J6/304).

Having been tempted by the concept of a lien and having "won" the first time, the Duffies decided to try it again; on 20 March 1902 (J6/249) they accepted another lien, this time with R. Walton Moore as trustee. The Duffies owed T.A.T. Schuermann \$500 and promised to repay him (plus an extra 6% as interest) within 2 years. They repaid the money much sooner and obtained a release on 25 September 1902 (marginal note of J5/249).

Why not a third time? On 18 September 1902 (K6/523) John S./Florence S. Duffie, still of Washington, accepted another lien on Pilgrim's Rest. Again, R. Walton Moore was appointed trustee and charged with the awesome responsibility of protecting the world from the disease of default; the Duffies were protecting W.C. Sullivan's loan to them of \$1100. The money was due within 3 years at 6% interest and was in the form of 2 notes--\$600 and \$500. Before this lien was released on 28 November 1908 (B7/105), Moore had assigned the trusteeship (and therefore the "ownership" of the land) to J. J. Darlington who was the person who officially released the lien.

Finally tiring of the lien game, John S./Florence S. Duffie, still of Washington (was it boring to stay in the same place for so long?), sold Pilgrim's Rest to P. B. Buell of Herndon for \$2265 on 28 April 1906 (T6/588). In addition to assuming responsibility for the lien of K6/532,

Buell paid \$15 in cash and agreed to pay \$287.50 each 3 months for the next year.

IIIA4: George W./Cynthia C. Bell of Herndon asked Robert Woodson of Herndon to pay \$75 for 1 acre of land on 30 March 1892 (U5/84). The land was described as being "at Oak Grove . . . within Herndon. . . . "

- a: begin at a planted stone with a glass lamp under it on the line of the Washington & Ohio railroad,
- b: stone (ba: along railroad S 40 3/4° E 5 poles),
- c: --(cb: S 49 1/4° W 15 1/2 poles),
- d: planted stone with glass under it and on line of Carper (dc: W 65° N 15 poles),*
- a: beginning (ad: along Carper N 83° E 17 poles),

1 acre.

* The deed says N 65° W but in order for the tract boundaries to close it must be W 65 N; in addition other lines of this parcel are identical to those of IIIA5, giving more credence to the hypothesis that W 65° N is correct.

IIIA5: George W./Cynthia C. Bell also sold Lewis James of Pittsburgh,
Pennsylvania 110 square rods of land for \$35 on 30 March 1892 (G6/105).

- a: begin at a planted stone with glass under it at southwest the corner
of Robert Woodson,
- b: stone with glass under it (ba: with Woodson S $40\frac{3}{4}^{\circ}$ E 15 poles),
- c: stone with glass under it at corner of Jerry Washington (cb: S
 $49\frac{1}{4}^{\circ}$ W $1\frac{3}{4}$ poles),
- d: stone with glass in line of Carper (dc: with Washington N 50° W 20
poles),
- a: beginning (ad: with Carper N 83° E 9 poles),

110 square rods = .688 acre.

After waiting 10 years James placed a lien on this .7 acres of land on 2 July 1902 (K6/159) in order to protect a debt of \$225 that he owed--\$25 (due in 6 months) to Moore and Keith and \$200 (due in 6 months) to Moses Nicholas; E. L. Roby and R. E. Thornton were appointed trustees. No release is recorded in the County's index of deeds, probably because no release was ever explicitly given (official governmental records, written by official governmental personnel are never in error, so no release indexed means no release!).

After James died the Circuit Court of Fairfax became involved in the disposition of his land under the guise of a law suit called "Fredda A. Butts v. Charles James." In September 1906 the Court, as part of the proceedings of this law suit, appointed Thomas R. Keith a commissioner of sale and ordered him to sell the 110 square rods of land plus certain furniture which James "died seized and possessed." Keith advertized a public auction using hand bills which were distributed "at least four weeks" before the 19 November 1906 (at noon) sale at the Courthouse steps. The land (and furniture) was sold to A. J. Shirley, J. F. Jackson and Silas Waller, trustees of the Autumnal Lodge No. 3571 of the Grand United Order of Odd Fellows for \$355. In November 1906 the Court blessed the sale and Keith signed a deed of sale on 4 June 1907 (X6/14) after the money had been paid. Probably in the Court records the release of James' lien is decreed in order that the Odd Fellows would have a clear title to the land; no search has been made to find it, only the surmise made.

Before we can say goodbye to George W. Bell and his thought-provoking transactions, four problems must be clarified (or at least commented on):

a. Without specific metes and bounds, how were the figures for 5A/142 and F5/20 determined?

b. Where exactly are the 1 acre and 110 square rod lots Bell sold Woodson and Lewis?

c. How can the discrepancies involving size and specific shape of the 11.88 acres of IIIA1 be resolved?

d. George Bell bought 58.9 acres from Horace Payne in 1871; yet we have discussed only 52.38 acres ($11.88 + 18.82 + 20.0 + 1.0 + .68$); where are the other 6.52 acres?

a: Comparing the metes and bounds of M4/315 (Bell's original purchase from Payne) with C5/439 (Bell's sale to Woods), 5A/142 (Bell's sale to Spofford), and Z4/277 (Bell's sale to Houghton) clearly indicates the following: (see the figure below):

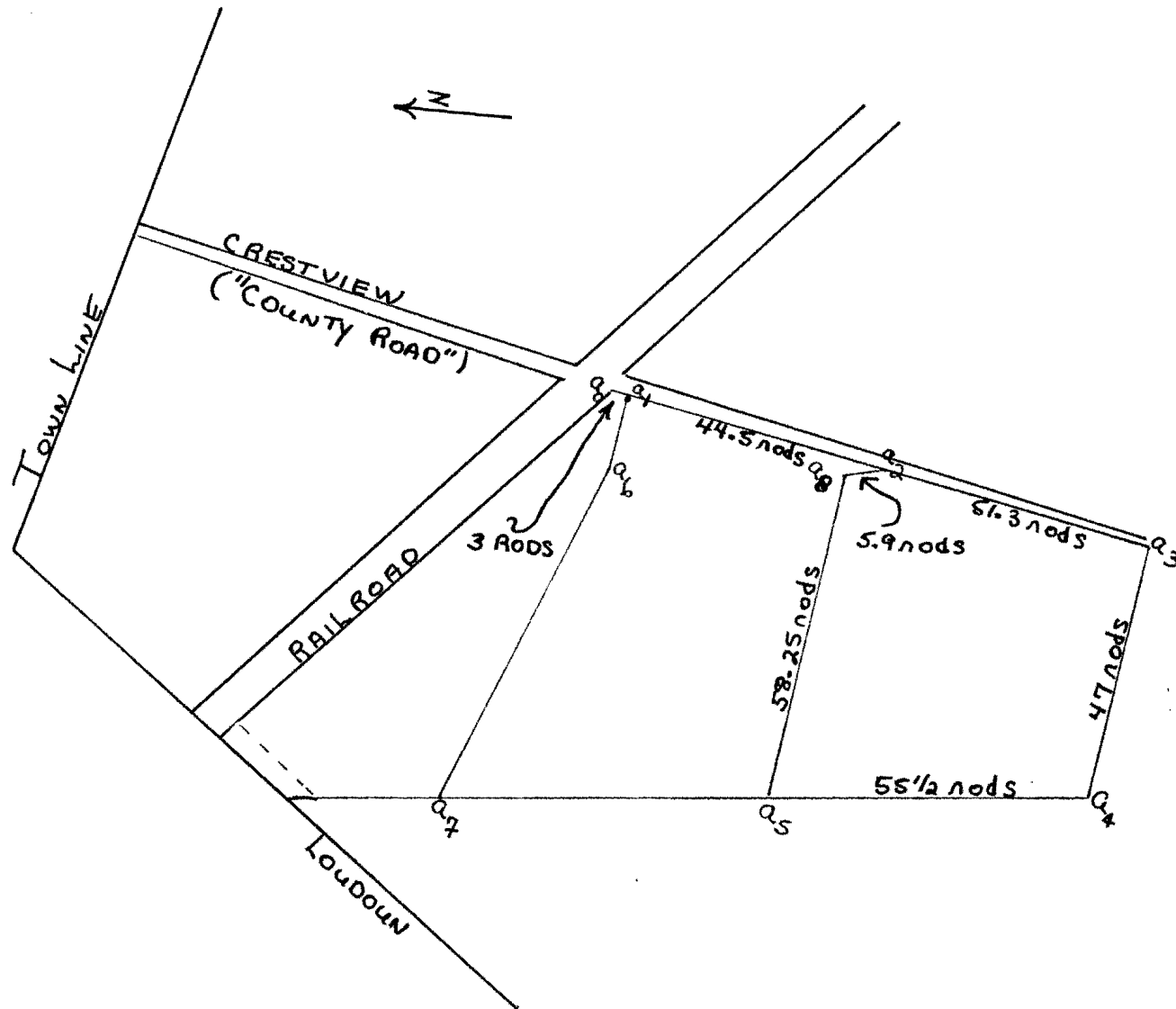
- the length of C5/439's boundary along the County road plus that of 5A/142 plus that of Z4/277 ($44.5 + 51.3 + 3.0 = 98.8$ poles) is equal to the total length of County road bordering M4/315 (98.7 poles); therefore the points a_1 and a_2 , are fixed;
- obviously a_3a_4 is segment "ba" of 5A/142 and "cb" of M4/315;
- also, clearly a_4a_5 is segment "cb" of 5A/142 and "dc" of M4/315;
- segments a_1a_6 and a_6a_7 correspond to identical lines in Z4/277 ("ba" and "cb") and C5/437 ("ba", "cb");
- according to C5/437, the boundary line extends $55 \frac{3}{4}$ rods from a_7 southeasterly until it reaches a stone, six feet south of an Osage

Orange hedge; since this is the identical description of point "c" of 5A/142 and since it is clear from the description that a_7a_5 and a_4a_5 lie on the same line, a_7a_5 represents segment "cd" of C5/437.

- C5/437 claims the boundary (common to it and 5A/142) goes easterly 58 1/2 rods and then 84 feet southeasterly to the County road; since we already know a_2 is where this 84 feet segment intersects the road, drawing an arc of 58 1/4 rods centered on a_5 and an arc of 84 feet (5.9 rods) centered on a_2 , locates a_8 at thieir intersection;
- line "dc" of Z4/277 clearly lies along the same line as $a_4a_5a_7$; $a_4a_5 + a_5a_7 + \text{"dc" of Z4/277} = 146 \frac{1}{2}$ poles, exactly the same as segment "dc" of M4/315.

b: This little geometrical exercise has accounted for three segments along the boundary of Bell's 58 acres: the County Road, "cb" and "dc." The segment along the railroad ("ag") is also easily accounted for: "ed" of Z4/277 plus "ba" of U5/84 equals 96.75 rods, the precise length of M4/315!

This thought (?) process tends to provide evidence for Woodson's one acre (U5/84) to be located adjacent to Houghton's land. Comparing the metes and bounds of Woodson's 1 acre to James' 0.688 acres clearly provides evidence of their adjoining situation (e.g., notice that they both adjoin Carper and that James abuts Woodson!)



1" = 500'

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c: Clearly the shape of the parcels described in B5/199 and B6/539 are different--B6/539 has one less segment in its boundary than does B5/199. No extensive research has been done (i.e., I have not figured this out yet!) so no real hypothesis can be made except an observation that possibly B6/539 is more nearly correct since it involves a specific survey and its dimension along the railroad are very consistent with the overall dimension of Z4/277. The difference in the area 11.88 v. 11.18 may reflect different surveys or simply a realization in B6/539 that B5/199 had an error and that the shape was not quite correct; thus the extra boundary was added. Note that 11.88 acres less .69 [110 sq. rods] = 11.19 acres which is very close to 11.18; possibly the discrepancy of these two deeds is precisely G6/105 - James' land. There is one "small" confusion which argues against this hypothesis but itself leads to another problem: the 11.18 parcel does not abut the Loudoun line (the --- line in the figure); however, tracing the ownership of the land adjacent to Loudoun back from its present owners (tax map reference 10-3-002-4) leads exclusively to the Buell land. This suggests that there is no gap between Buell's land and the Loudoun line. If one uses the metes and bounds of the 11.88 parcel, it completely fills the space and does abut Loudoun. Fine! This "proves" that the land was actually 11.88 acres. However, if this is correct, where is James' and Woodson's land? They almost must be in Loudoun; if so, why were the deeds in Fairfax unless the surveyors were not sure and recorded them in Fairfax until everyone was convinced of the precise location. This is a guess, more research should be done. Woodson and James are somewhere to be sure but where is not certain.

d: Finally, the discrepancy in the area described in this chapter (52.38 acres) and the size of Bell's original purchase (58.9 acres) is easily rationalized: as is obvious from the figure, part of the 58.9 acres lies in Loudoun County and there is no reason for the sales of this piece of land to be recorded in Fairfax; therefore Bell owned 6.52 acres in Loudoun; a search of Bell's sales in Loudoun would prove or disprove this.

IIIB: On 20 November 1876 (U4/297) Horace/Louisa Payne placed a lien on the part of their 87 1/2 acres that had not been sold to George Bell. This lien was intended to secure a debt of \$226.35 owed George W. Bell; Bell also served as the trustee. The lien was released on 10 April 1879 (Y4/125):

- a: begin at a point in the center of the County road on the south side of the Washington and Ohio railroad, 50 feet from the center of railroad,
- b: Bready's line (ba: S 13° W, along County road, 98 2/3 poles),
- c: Folly Lick (cb: S 10° E 46 poles),
- d: W&O railroad (dc: with meanders of Folly Lick),
- a: beginning (ad: with Washington and Ohio railroad),

[2]9 acres*

After repaying the lien, Horace and Louisa sold these 29 acres to Benjamin and Amanda [brother/sister] Bready of Herndon for \$200 on 18 May 1881 (A5/188).

Amanda agreed to "sell and quitclaim all of her right" to this land to Benjamin on 16 August 1890 (Q5/30) in exchange for \$300.

* The deed says 9 acres, which clearly is in error (see e.g., A5/188).

A slight genealogical diversion is necessary before the next step:

William Bready



- William R. Bready (of Philadelphia), married Henrietta.
- Benjamin H. Bready married Hattie.
- Amanda Bready.
- Isaiah Bready married Catherine and had a son, B. Harrison Bready, who later married Amelia A.
- Sarah E. Bready.
- Marcia L. Bready (died about 1870).

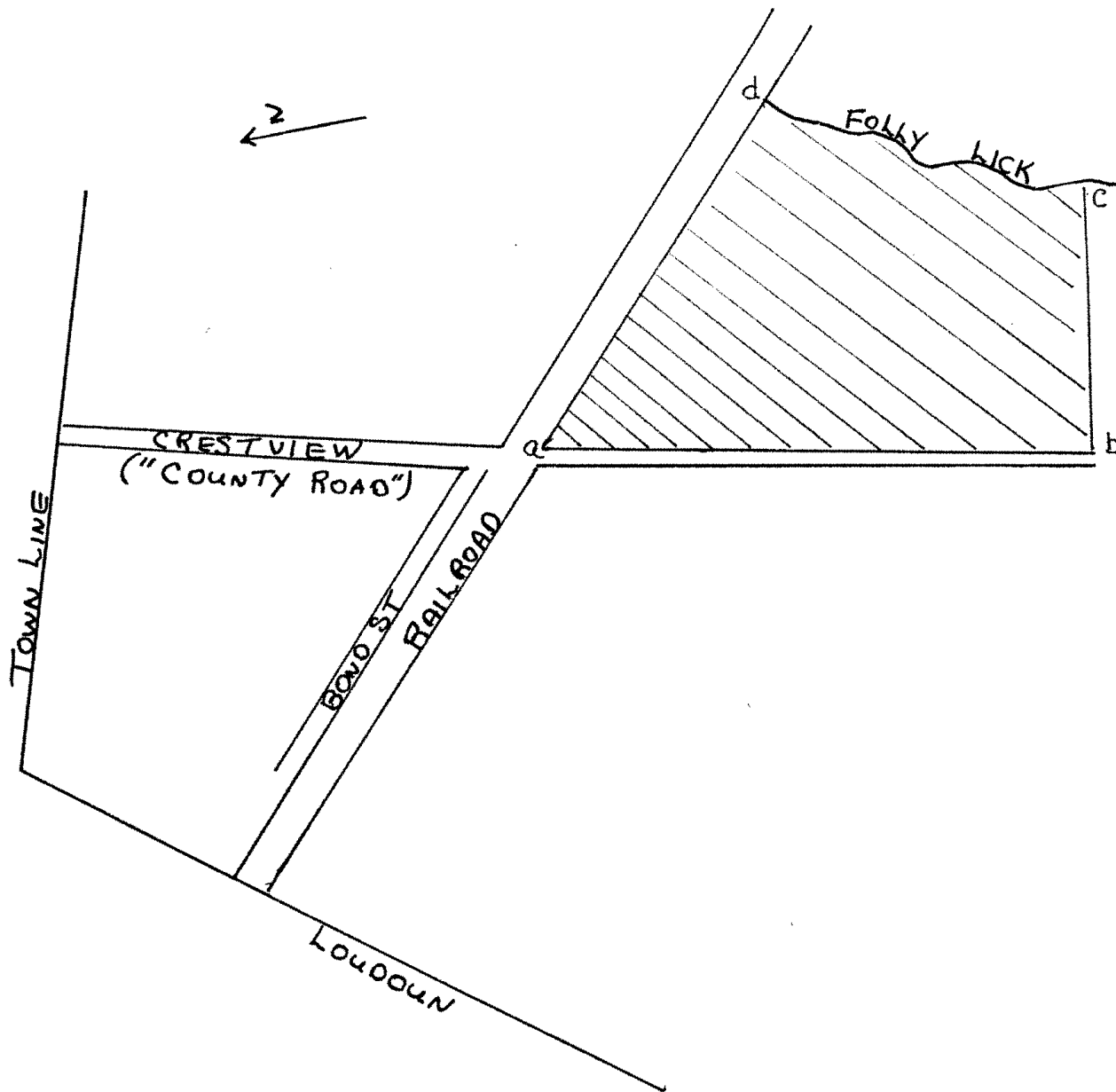
Returning to our 29 acres, Benjamin H. Bready* willed the land to his wife, Hattie, and his sister, Amanda, and brothers, William R. and Isaiah Bready (T5/184). Hattie, Isaiah and William R. sold their interest in the land to Amanda on 31 March 1894 (T5/184). Isaiah then "acquire[ed the land] from [his] sister, Amanda Bready" (Will Book I2/209) and willed it to his son, B. Harrison Bready (Will Book 5/190--21 April 1913) providing that B. Harrison paid \$3250 with 5% interest (commencing at the date of Isaiah's death) for the land.**

Benjamin Harrison Bready still owned the 29 acres on 14 September 1926 (V9/417) when he accepted a mortgage on the same parcels of land "devised to B. Harrison Bready by Isaiah Bready, by will made April 21, 1913 . . . Will

* Benjamin's will was not recorded in Fairfax County.

** Isaiah actually willed 116 acres--these 29 acres plus 88 acres described in Chapter B1, section 1A.

Book 5/190. . . . " The mortgage was released on 16 April 1934 (M11/359)--see Chapter B1, section IA for more details.



1"=500'

A5/188
 HORACE/LOUISE PAYNE →
 BENJAMIN & AMANDA
 BREADY
 18 MAY 1881
 29 ACRES

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