

IIDlf 3: William Myers, M.D. of Herndon bought Lot 2 from these same heirs of Laura for \$1250 on 10 June 1925 (N9/421).

A: marker and northeast corner of lot deeded to Harold Hanes,

B: northwest corner of Hanes and in center of County road

(BA: with north line of Hanes N 77° 24' W 649 feet),

C: --(CB: with center of road N 22° 45' E 93 feet),

D: marker (DC: S 77° 24' E 630 feet),

A: beginning (AD: at right angle, S 12° 36' W 90.8 feet)

1.309 acres

IIDlf 4: Laura's heirs (except her husband who must have died) sold lot 3 (1.272 acres) to Lottie M. Meyer of Herndon on 8 November 1929 (P10/343).

- a: begin at iron marker in center of Madison St. (extended) and northeast corner of lot 2,
- b: center of county road and northwest corner of lot 2  
(ba: with lot 2 N 77° 24' W 630 feet),
- c: center of road (cb: with center of road N 22° 45' E 93 feet),
- d: center of Madison St. (dc: with new division line parallel to south line thereof S 77° 24' E and passing over iron marker at distance of 15 feet from center of road and with same line extended an additional 597 feet--total of 612 feet),
- a: beginning (ad: with center of Madison St. S 12° 36' W 90.8 feet)

1.272 acres

IID2: The history of Ancel/Isabella St. John's parcel of land is complicated and not easily understood because the St. John's land became subdivided into many, reasonably small parcels--much of downtown Herndon was their land.

The majority of the St. John's land was sold to Lyman D. Ballou "now of Herndon" for \$7312.50 on 20 April 1869 (J4/434).

- a: begin at the center of the road leading northerly from the County road towards Jenkins Mill though the land formerly called "Calyer Farm" to a point where the original south line of "Calyer Farm" crosses the said road,
- b: stake and stones at Van Deusen's south line (ba: north along center of road 91 chains 96 links),
- c: gum tree in Folly Lick (cb: N 61° W 3 chains, 20 links),
- d: large chestnut oak, corner to Orrison Bready and this track (dc: up [Folly] "Lick or Creek" with several courses and meanders),
- e: northeast line of Alexandria, Loudoun and Hampshire railroad (ed: with Bready, S 5° E 36 chains, 68 links),
- f: --(fe: along railroad southeast 7 chains, 64 links),
- a: beginning (af: S 82° E 27 chains, 45 links),

195 acres\*

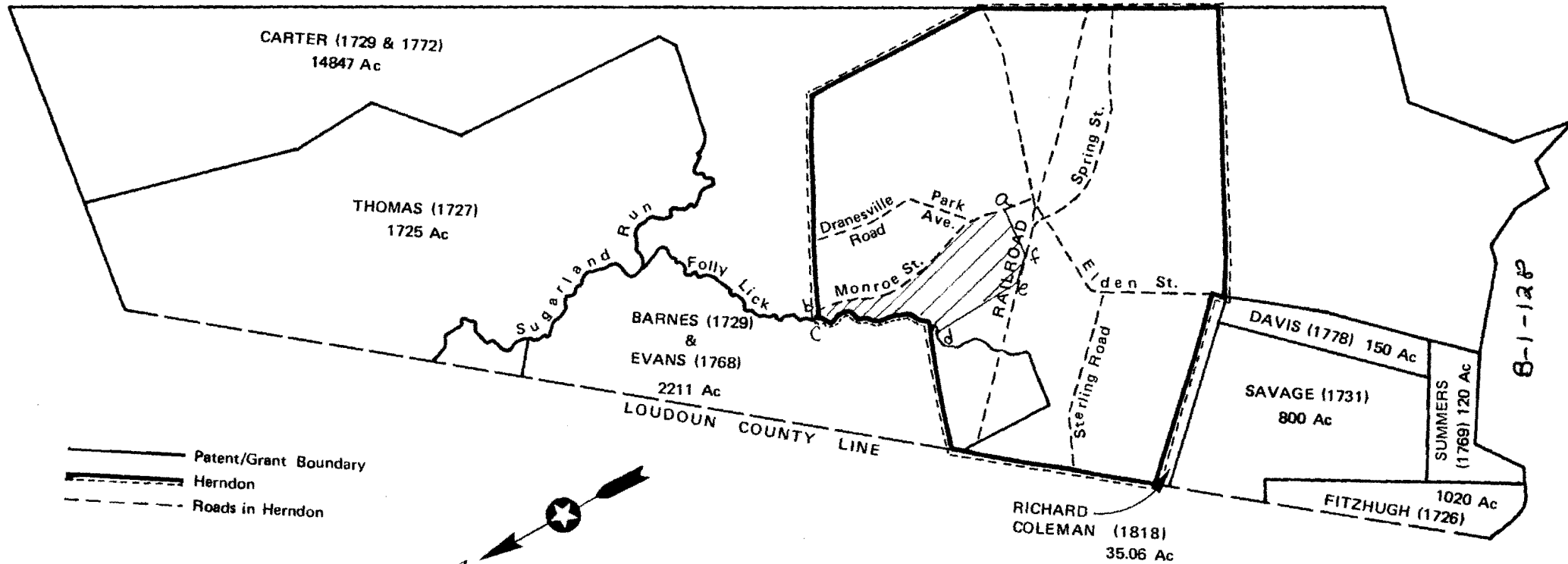
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\*This is an error in the deed--see the reasoning in IID2g for the reason. The "correct" acreage is 165 acres.

Figure: \_\_\_\_\_

DEED BOOK/PAGE: J4/434

DATE: 20 APRIL 1869 FROM: ANCEL/ISABELLA ST. JOHN TO: LYMAN BALLOU ACREAGE: 195 acres



Adapted from Mitchell, "Beginning at White Oak . . ."

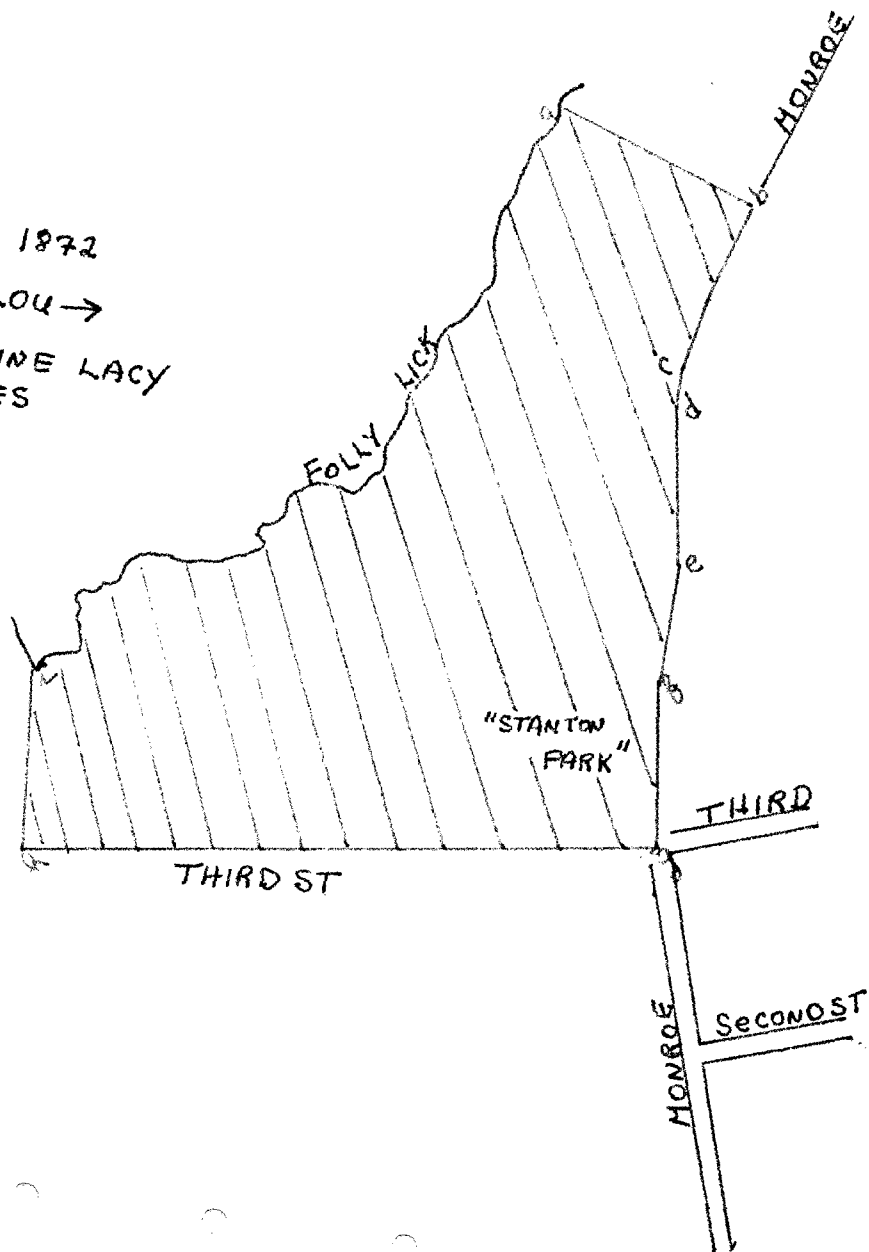
Lyman D./Hannah Ballou placed a lien on this land on 20 April 1869 (J4/461) in order to secure a \$3250 debt dated 27 March 1869; \$250 was due in 2 years and the remaining \$3000 was due in 4 equal annual payments on each of the next March 27ths. Benjamin H. Bready, as trustee, was able to release this lien in part on 30 January 1872 (Y4/135) and in part on 23 May 1874 (R4/228).

IID2a: Caroline N. Lacy of Dranesville Township bought 50 acres from Lyman D. Ballou for \$1500 on 1 February 1872 (Q4/177). The land was described as being "near Herndon Station."

- a: begin at a hickory tree on the bank of Folly Lick Creek with two hickory trees and one oak tree as pointers,
- b: stake in old road leading to Jenkins Mill (ba: S 74° E 32 rods),
- c: --(cb: S 11° W 29 rods),
- d: --(dc: south 8 rods),
- e: --(ed: S 9° E 22 rods),
- f: --(fe: S 2° W 18 rods),
- g: corner of Edwin D. Farnham (fg: S 8° E 26 rods),
- h: I. Bready's land and a fence (hg: S 81 1/2° W 102 rods),
- i: chestnut oak, corner to Bready (ih: N 5° W with Bready 29 rods),
- a: beginning (down the Creek [Folly Lick] with meanders),  
50 acres.

The deed contains the clause that if the old road is "discontinued or closed up," Ballou reserves access to the right-of-way along the old line of the road for access to a wood lot "or for other purposes;" Ballou agrees to guarantee the same right to Lacy. Since Ballou had not yet repaid his debt of J4/461 Lacy would not have had clear title to the land unless, as was done on 30 January 1872 (Y4/135) Benjamin Bready released Ballou's lien on the 50 acres Caroline bought.

Q4/177  
1 FEBRUARY 1872  
LYMAN BALLOU →  
CAROLINE LACY  
50 ACRES



N  
1" = 500'

8-1-131

George W./Caroline N. Lacy of "Dranesville Township, Fairfax County" placed a lien of their own on this 50 acres; they wasted no time but accepted this lien on 1 February 1872 (04/200 in order to "protect" a debt of \$1200 (at 6% interest) owed Lyman Ballou; Isaiah Bready was the trustee for this little transaction. The Lacy's sold their 50 acres in 3 separate sales; since this lien had not been totally repaid before any of the sales, the lien had to be released in 3 separate deeds - W4/478 (25 September 1878), Y4/137 (20 October 1879) and Y4/370 (7 December 1878).



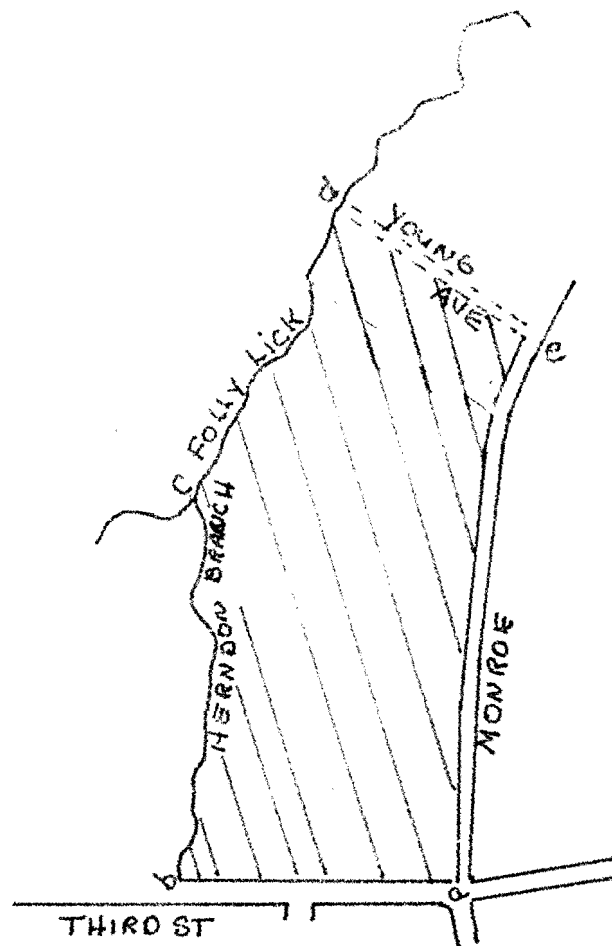
IID2a1: Caroline N./George W. Lacy of Herndon sold 25 acres to J.M. McNeill of Washington, D.C. for \$2000 on 14 September 1878 (W4/480).

- a: begin at "A", a point in the center of a road,
- b: "B", a stake in the center of "Herndon Brook" (ba: S 82° W (corrected) 45 poles),
- c: Folly Lick (cb: down the brook North 38 poles, N 17° W 15 poles, N 4 1/2° W 6 poles),
- d: "C", a large rock in the center of Folly Lick, opposite of a white oak (dc: down Folly Lick, N 22 1/2° E 2.5 poles, N 46 1/2° W 2 poles, N 21° E 6 poles, N 5° E 2 poles, N 27° E 2 poles, N 30° E 2 poles, N 68° E 2 poles, N 66° E 2 poles, N 16° E 5 poles, N 66° E 2 poles, N 2° W 5 poles, N 50° W 2 poles, N 31° E 2 poles, N 8° E 8 poles),
- e: "D", stake in a road (ed: across the tract S 67° E 39 poles),
- a: beginning (ae: with the road S 16 1/2° W 12 poles, S 3° W 48 poles, S 7° W 28 poles),

25 acres.

The Lacys reserve the right-of-way to "pass and repass" at their pleasure from their lot west of "the Brook" across the southern part of the property to the old road from Herndon to Jenkins Mill; the right-of-way is not to exceed 15 feet. The sale to McNeill was completed when Isaiah Bready released this land from the Lacy lien of 1 February 1872 on 25 September 1878 (W4/478).

W4/480  
14 September 1878  
CAROLINE/George Lacy →  
J.M. McNeill  
25 acres



N  
1"=500'

B-1-134

Liens seemed to be in vogue (as if they are not so now); J.M./Frances L. McNeill placed a lien on their 25 acres on 1 October 1878 (X4/116) as security for the \$1800 (at 6% interest) debt they owed Caroline Lacy and agreed to repay on installments of \$50 per month. F.D. Stephenson, of Herndon, was appointed trustee and released the lien on 19 November 1894 (S5/93).

This lien paid off, another was in order. On 19 November 1894 (S5/95) Frank A. McNeill (J.M.'s son) and Frances L. McNeill (his widow) placed a lien on this 25 acres in order to secure a \$500 debt owed the Mercantile Railway Building and Loan Association of Alexandria. Thomas Moss, John Wilkins and Thomas Jameson were trustees. The lien was released on 23 December 1895 (V5/375).

Liens must be addicting--on 2 January 1896 (V5/376) Frances L. and Frank A. McNeill placed still another lien on their land, this time to secure a debt of \$824 due George W. Bell in one year. Floyd W. Middleton, as trustee, released the lien on 27 July 1904 (Q6/139)--a very long year! There was some "defect" in the lien documentation for the lien was refiled in V5/453 with the comment that it was done "to correct a defect."

This is getting repetitive--on 27 July 1904 (Q6/131) Frances L. McNeill (widow) and Frank A./Beulah McNeill placed another lien on the 25 acres. Walter T. Oliver of Fairfax County was trustee and was supposed to insure that the \$1000 owed by the McNeill's to Philip W. Lawrence of North Bingham, Pennsylvania was repaid within 3 years (at 6% interest). Things worked out well and the lien was released on 19 June 1908 (Z6/517).

Tiring (finally) of this routine, Frank A.\*/Beulah McNeill sold the "same land, less one acre [kept by McNeill?] sold to J.M. McNeill by Caroline Lacy" to Alfred Stanton on 15 May 1908 (Z6/346).

- a: begin in the middle of Folly Lick Run, corner to a one acre lot,
  - b: Monroe St., 15 feet from west boundary thereof (ba: S 63° E [passing through a stake at 11 feet and another at 614.7 feet] 627.9 feet),
  - c: --(cb: with Monroe, parallel to and 15 feet from west boundary S 20° 03' W 193.1 feet),
  - d: --(dc: S 1° 03' E 664.3 feet),
  - e: middle of 40 foot street (ed: S 6° 10' E 540.8 feet),
  - f: middle of small stream (fe: with middle of street, S 83° 44' W 753.1 feet),
  - a: beginning (af: down middle of stream and down middle of Folly Lick N 2° 03' E 627 feet, N 16° 19' W 398.5 feet, N 20° 10' E 385.2 feet, N 77° 32' E 66.6 feet, N 27° 43' E 137 feet, N 16° 39' W 87.4 feet, N 12° 06' E 172.3 feet),
- 24 acres.

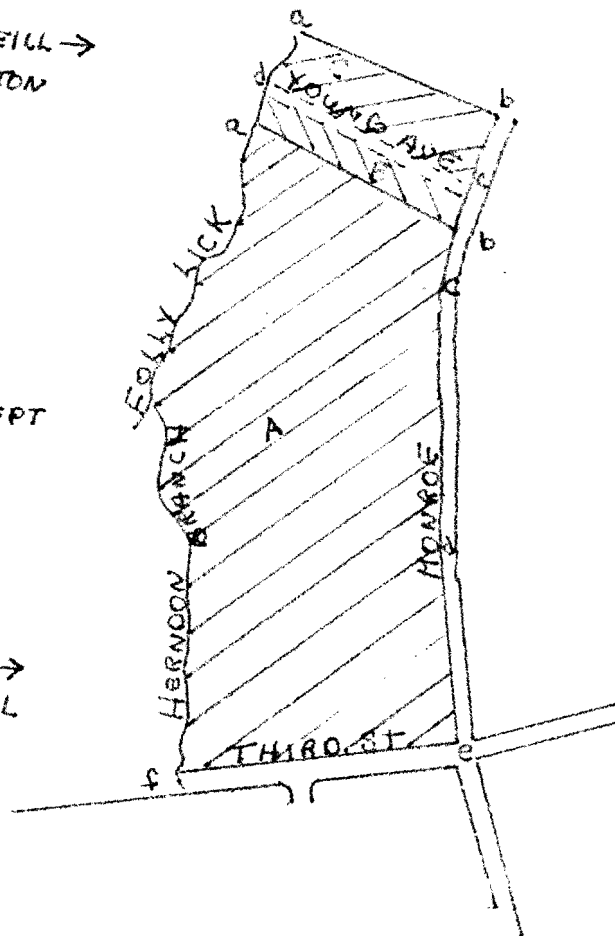
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\*The "sole surviving heir of J. M. McNeill."

A: Z6/346  
 15 MAY 1908  
 FRANK/BEULAH MCNEILL →  
 ALFRED STANTON  
 24 ACRES

B: —  
 1 ACRE MCNEILL KEPT

C: X4/431  
 7 DECEMBER 1878  
 CAROLINE/GEORGE LACY →  
 J. M. MCNEILL  
 2.75 ACRES



1" = 500'

0-1-137

IID2a2: On 7 December 1878 (X4/431) J. M. McNeill of Herndon bought 2.75 acres for \$68 from Caroline N./George W. Lacy, also of Herndon.

- a: begin at a hickory tree on the bank of Folly Lick Creek, with 2 hickories and an oak tree as pointers, being the northwest corner of original [Ballou to Lacy] tract of which this is a part,
- b: stake in old road leading to Jenkins Mill (ba: S 74° E 22 rods)
- c: stake, the northeast corner of former tract sold by Lacy to McNeill on 1 October 1878 (cb: south along center of road 14 rods, 15 links)
- d: stone in the center of Folly Lick Creek, an oak standing on the east bank (dc: west or westerly 39 rods),
- a: beginning (ad: down the center of Folly Lick 10 rods, 15 links)

2 acres 120 rods = 2.75 acres

Again, since Lacy's lien was not completely repaid, Isaiah Bready had to issue a release specifically for this land; he did so on 7 December 1878 (Y4/370).

On 12 March 1889 (H5/597) Frances L. McNeill [widow] and F.A. McNeill [son] of Herndon sold this land to Julia Church, wife of Charles D. Church, for \$100.

Julia and Charles D., of Washington, kept the land for 6 years before placing a lien on their 2.75 acres on 14 January 1895 (S5/393) in order to

pacify the uneasiness of the Baltimore Building and Loan Association; the Association was worried about its \$200 loan to the Churches, Merton C. Church of Falls Church, as trustee, released the lien on 11 June 1902 (K6/89).

The Churches sold their land to Thomas Dade for \$250 on 6 June 1902 (K6/91).

IID2a3: After selling these 27 3/4 acres to the McNeills, the Lacys repaid the remaining debt on their 04/200 lien and received a final release (Y4/137); they decided to take on another lien on their remaining 22 1/4 acres. This lien, with Lyman Ballou as trustee, was to secure a \$600 debt Ancel St. John owed and repayable, with 6% interest, in 6 annual \$100 payments. The Lacys did the paperwork on 3 November 1879 (Y4/109) and received a release on 3 March 1891 (K5/274).

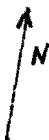
On 20 November 1880 (Z4/390) the Lacys placed another lien on their acreage to insure a debt of \$250 (at 8% interest) they owed Ancel St. John; Lyman D. Ballou, as trustee, also released this lien on 3 March 1891 (K5/274).

Mary C. Bolton of Washington, D.C. bought these 22 1/4 acres from Caroline N./George H. Lacy of Washington for \$2000 on 23 February 1891 (K5/275).

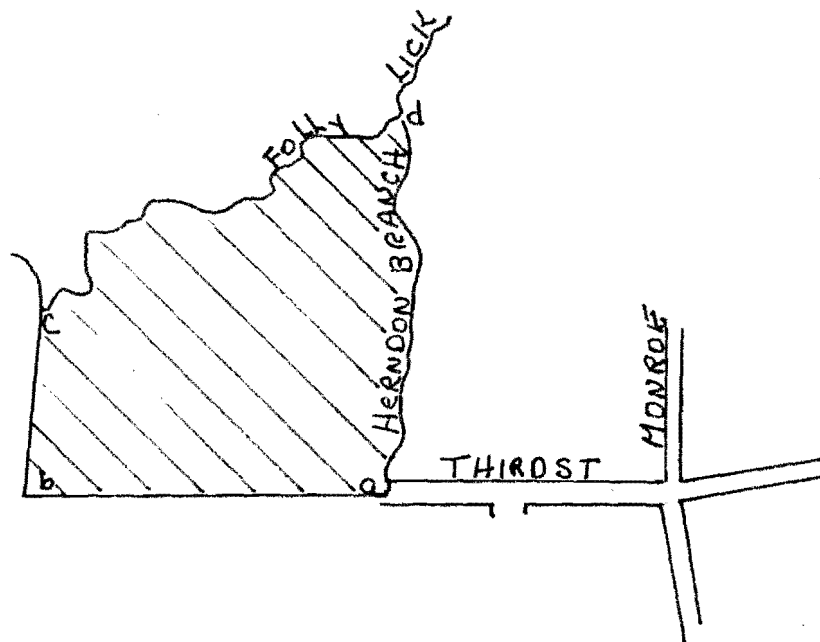
- a: begin in the center of Herndon Brook,
- b: Isaiah Bready's line (ba: S 81 1/2° W 57 rods),
- c: chestnut oak, corner to Bready (cb: N 5° W 29 rods)
- d: intersection of Folly Lick with Herndon Brook (cd: down Folly Lick)
- a: beginning (ad: up brook S 38 1/2[?], S 17° E 15 poles, S 41 1/2° E 6 poles),

22 1/4 acres.





K5/275  
23 FEBRUARY 1891  
CAROLINE/GEORGE LACY →  
MARY C. BOLTON  
22 1/4 acre



B-1-141

On 23 February 1891 (K5/220) Mary C./Alfred H. Bolton placed a lien on their land with Isaiah Bready as the trustee. The lien had two purposes-- to secure \$1069.17 due Isabella St. John (\$300 due 1 January 1892, \$400 due 1 July 1892 and \$369.17 due 1 January 1893) and to secure \$630.83 due Caroline N. Lacy (\$130.83 due on 1 January 1893 and \$500 due on 1 July 1893). The St. John lien took precedence over the Lacy lien.

The Bolton's defaulted on their lien; the land, after the appropriate advertisements were made, was auctioned on 23 March 1893 to Edward St. John for \$1300. Isaiah Bready transferred title to St. John on 17 April 1893 (05/322) after Edward had paid the purchase price. This transaction, presumably, also released the lien since the provisions of all liens requires the sale price to be used to repay the debt; whether \$1300 was sufficient to pay the costs of the auction, recording fees and still pay off the remaining debt is not known, but rather presumed.

The land apparently was not all that special, for Edward/Lillie R. St. John sold the 22 1/4 acres on the same day they bought it (24 March 1893) to Julia A. Schooly, wife of William T. Schooly for \$1300 (05/324).

To make things complete, the Schooly's placed a lien on this land on 24 April 1893 (K6/674) in order to protect Edward St. John from the possible catastrophic loss of the \$600 the Schoolys owed. They agreed to repay the debt in 2 equal installments (in 1 and 2 years); Isaiah Bready continued as everybody's trustee. He released the lien on 16 April 1895 (K6/676). For some unknown (to me) reason the lien was recorded, with the same date, etc., again in K6/674.

Julia A./William T. Schooly\* of Herndon sold this 22 1/4 acres to Sarah A. Wells, widow, of Herndon for \$1900 on 20 December 1902 (L6/256).

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\*The "women's movement" might not have been obvious in 1900 but notice that the deeds are careful to put the individual purchaser of the land--man or woman--first in all subsequent deeds involving the land, whether for a lien or a sale. Capitalism has some leveling effect even with sexism!

IID2b: Lyman D./Hannah Ballou of Herndon sold 25 acres of land to Edwin D. Farnham of Herndon for \$1000 on 12 May 1874 (R4/75).

a: begin at the center of the road leading from Herndon north to Jenkins Mill and at the southeast corner of Caroline Lacy's land,

b: stake (ba: along center of road S  $17^{\circ}$  E 38 rods),

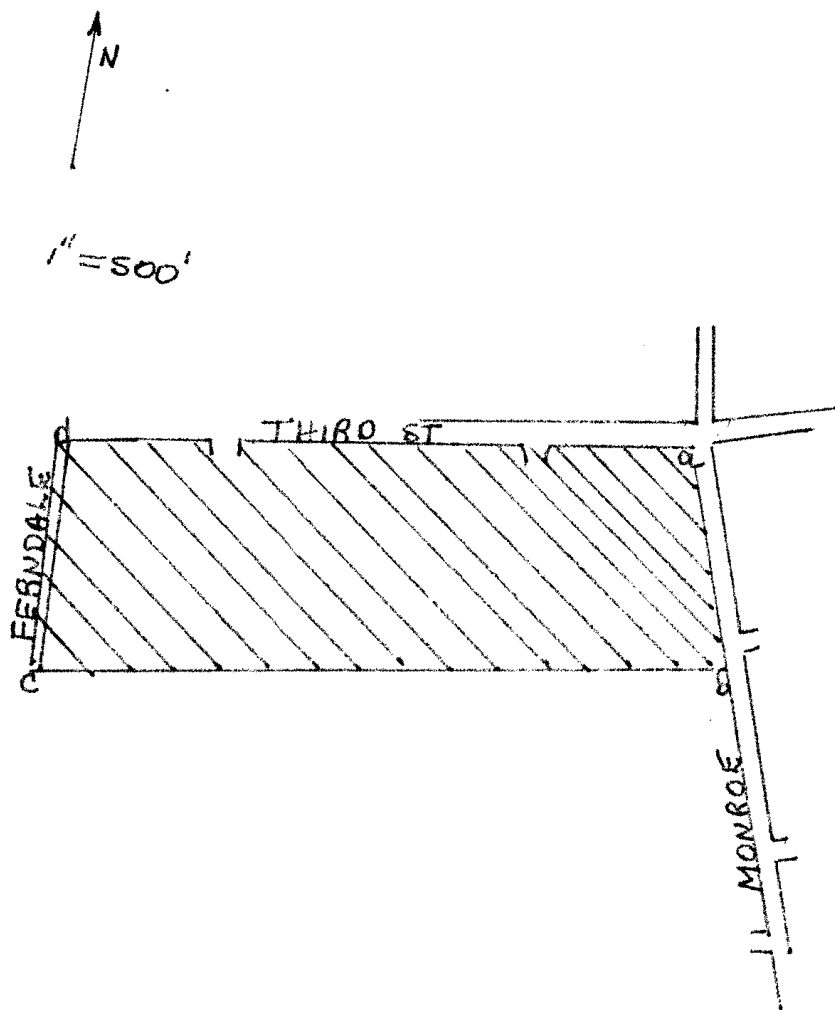
c: Bready (cb: S  $81\frac{1}{2}^{\circ}$  W 111.8 rods),

d: Lacy (dc: N  $3\frac{1}{2}^{\circ}$  W 37  $\frac{1}{2}$  rods),

a: beginning (ad: with Lacy N  $81\frac{1}{2}^{\circ}$  E 102 rods),

25 acres.

SK-1-145



R4/75  
12 MAY 1874  
LYMAN/ HANNAH BALLOU →  
EDWIN FARNHAM  
25 ACRES

The Ballous reserved for themselves and for Lacy the right-of-way on the east front of the lot.

Being quick responders, Edwin D./Ellen M. Farnham placed a lien on this land as soon as they could--12 May 1874 (R4/73). The lien secured a \$600 debt owed Ancel St. John and was due in one year with 8% interest and Lyman D. Ballou was appointed as trustee. The lien was released on 22 October 1889 (I5/218)--a whopping long year!

On 15 June 1878 (X4/357) "Edwin Farnham and \_\_\_\_\_, his wife of Washington, D.C." sold this 25 acres to Hattie B. Nordstrom of Herndon for "\$\_\_\_\_\_". Farnham liked the idea of selling the land so much that he did it again; in G5/14 (also dated 15 June 1878) Edwin Farnham of Washington, D.C. (with no wife even mentioned) sold the land to Nordstrom "again", this time for \$1500--why the deed needed to be repeated is not clear (was Mrs. Farnham dead and the mention of her in the first deed incorrect?).

To even make things more exciting, Hattie B. Nordstrom (still of Herndon) placed a lien on her land on 15 May 1878 (X4/360)--1 month before she owned it!\* This lien was to protect a \$750 debt due Edwin O. Farnham in equal installments in 3, 9, 12 . . . 48 months. Edwin Farnham as trustee released the lien on 9 November 1889 (I5/217).

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\*These funny juxtapositions of dates is, of course, only a reflection of the peculiarities of recording deeds, not the real sequence (or often even the dates) of actual sales or placing of liens.

IID2b1: On 15 October 1889 (I5/216) Hattie B. Nordstrom sold 24 acres to Lena D. Forbes, wife of Robert Forbes for \$2000. The land was described as being the same land as Farnham sold Nordstrom in X4/358 and G5/14 except for 1 acre sold Mahoney (I5/458) and was the "land embraced by road called Echo St." on the north side of the 25 acres.

Lena D. Forbes of Herndon sold the land to Edwin W. DeLeon of New York City for \$2250 on 23 February 1897 (Z5/678).

DeLeon immediately (8 November 1897) sold the land to Catherine E. Lloyd for \$2000 (5Z/680) - he must have been in a hurry to "lose" \$250!

Catherine, then a widow, and living in Washington, D.C., owed DeLeon \$478.67 payable in 24 notes: 23 at \$20 each and due each month starting 18 December 1897, it was not clear from the deed when the final \$18.67 was due. Ferdinand Stephenson was selected as a trustee for this 13 November 1897 (Z5/685) lien which was guaranteed (and written documents are guarantees, unlike a person's "word of honor") to secure this debt. The lien was released 10 August 1899 (D6/270).

Catherine E. Lloyd, still of Washington and still a widow, sold this land to James Cockerille of Fairfax County for \$1000 (some people sure like to lose money--DeLeon lost \$250 in 1 day while Lloyd lost \$1000 in 8 years) on 5 May 1905 (R6/552).

IID2b2: On 21 June 1888 (I5/468) Hattie B. Nordstrom of Herndon sold 1 acre of land to Minnie Lee (wife of Bonaparte W.) Mahoney for \$60.

a: begin at a marked post in a fence,  
b: --(ba: S 7 1/2° E 12 rods 9 feet),  
c: stake with pine tree for witness 7 links from stake (cb:  
S 82 1/2° W 12 rods 9 feet),  
d: "the street" (dc: N 7 1/2° W 12 rods 9 feet),  
a: beginning (ad: along road N 82 1/2° E 12 rods 9 feet),  
1 acre.\*

Minnie Lee/B. W. Mahoney of Wiehle sold the 1 acre to Courtney A. Hutchinson for \$190 on 23 January 1891 (5Z/236).

Courtney Hutchinson died, leaving the land to her son Andrew G. Andrew G./Lucy G. Hutchinson placed a lien on 4 parcels of land, including this 1 acre, on 30 June 1902 (K6/246) in order to secure a debt to William R. Ward, the Court appointed receiver in the suit of Otterback et al vs Bohrer (no reason for the suit or the Hutchinson's involvement is mentioned in the deed). C. Vernon Ford, trustee, released the lien on 30 October 1906 (V6/259) and 1 August 1919 (M8/262).

The Hutchinson's sold the land to Silas E. Gillette for \$200 on 30 January 1917 (D8/15).

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\*Without more definite information, I cannot precisely locate this land within Farnham's 25 acres. More research probably (I hope) will resolve my ignorance.



IID2c: On 1 July 1878 (W4/219) Lyman D./Hannah Ballou sold 20 acres to Ferdinand D. Stephenson of Washington, D.C. for \$1000.

a: begin at the center of old road from the village of Herndon to Jenkins Mill and the southeast corner of a lot sold to Farnham,

b: --(ba: S 17 1/2° E on center of road 28 rods),

c: I. Bready (cb: S 82° W 119 rods),

d: Farnham (dc: with Bready N 3° W 27.75 rods),

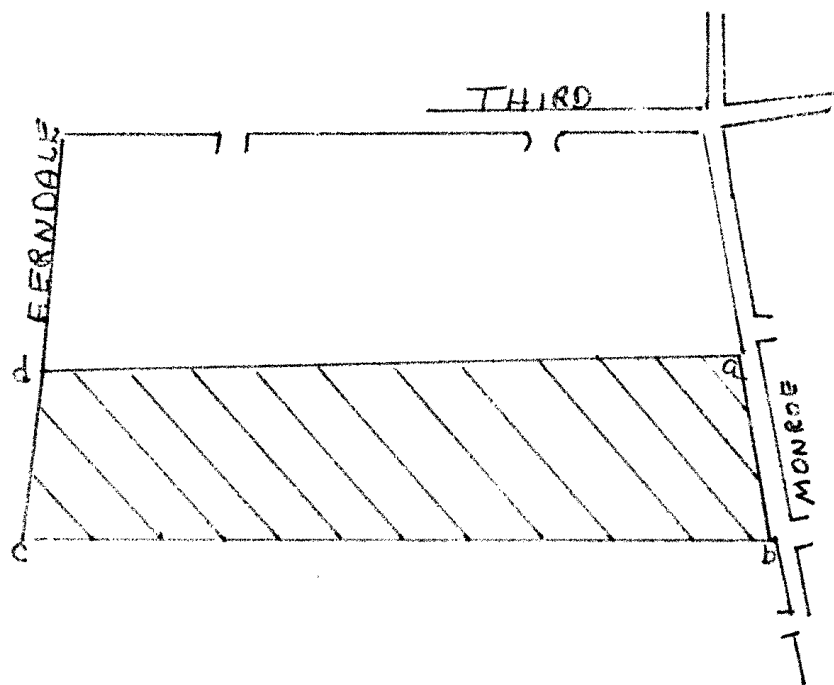
a: beginning (ad: with Farnham N 82° E 111.5 rods),

20 acres.

The Ballous reserved to the Ballous, Farnhams, and Lacys the "right to pass and repass at pleasure on said road running in front of the lot hereby conveyed."

Ferdinand D./Mattie J. Stephenson placed a lien on their newly purchased land also on 1 July 1878 (W4/311) with the intent of securing a \$800 debt - \$100 was due 6 September 1878 and every 3 months thereafter. Ancel St. John, the trustee, released the lien on 7 June 1880 (Z4/317).

N  
1" = 500



W4/219  
1 JULY 1878  
LYMAN/HANNAH Ballou →  
FERDINAND STEPHENSON  
200 ACRES

B-1-150

On 8 December 1903\* (06/383) Ferdinand D./Mattie J. Stephenson went for another lien, this time with C. C. Gaver as trustee; the lien was the law's answer to provide absolute assurance to Emma I. Zacharias that the Stephensons would surely repay the \$2400 they owed Emma. Ferdinand and Mattie offered these 20 acres (plus lots 1, 2, 9, and 10 of block 7 of the Van Vleck subdivision and 2 parcels totalling 18 acres which are not in Herndon) as collateral. Gaver released the lien on 13 December 1906 (X6/136).

Ferdinand died but Mattie wanted to maintain the family's tradition-- she asked Carolyn H. Eccles and Claude G. Stephenson to be trustees for a lien [26 December 1907 (Y6/529)] directed towards protecting Carolyn against the possible loss of the \$1000 debt (due within 1 year) and Claude against the loss of another \$1000 debt (due within 2 years); both debts were to be repaid with 6% interest and were released on 14 January 1909 (K7/466).

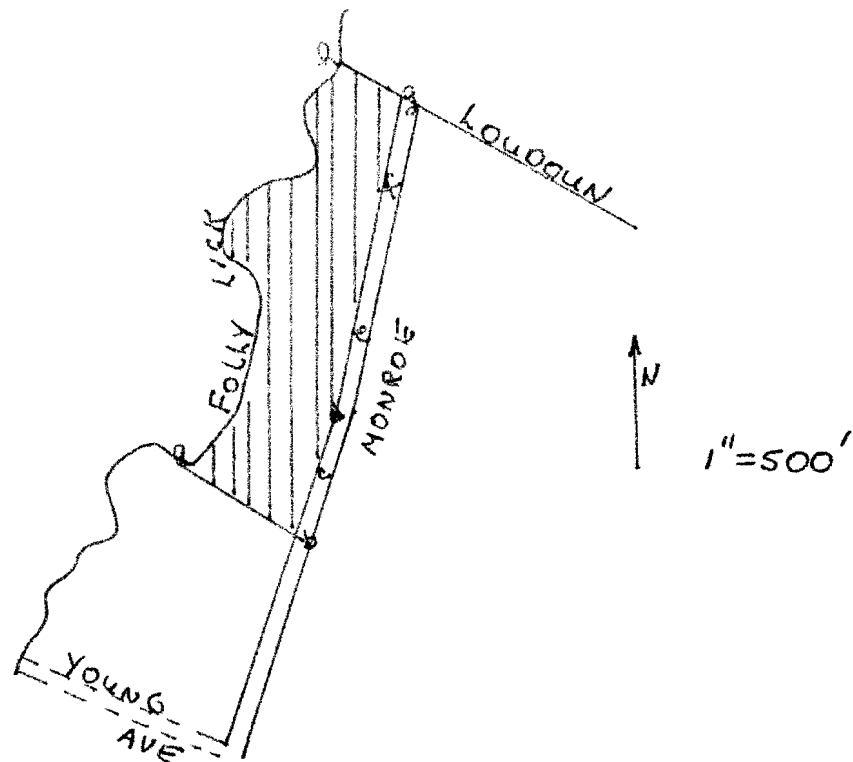
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\*The deed states "1913" but it clearly must be 1903 since the release is in 1906.

IID2d: Elisha Dyer of Fairfax County bought 7.29 acres from Lyman D./Hannah H. Ballou for \$145.75 on 1 May 1881 (D5/150). The money was payable in three installments: \$50 on 1 January 1882, \$50 on 1 January 1883 and \$45.75 on 1 January 1884, all with interest (at an unspecified rate) of course.

- a: begin in the center of Folly Lick Run, about 1 pole west of a large white oak which is marked,
- b: center of [Jenkins] Mill Road (ba: S 64° E 23 poles, 7 links),
- c: --(cb: with road N 15 1/4° E 10 poles),
- d: --(dc: N 22 3/4° E 10 poles),
- e: --(ed: N 6 1/2° E 14 poles),
- f: --(fe: N 10° E 24 poles),
- g: pole in line of Van Deusen, corner also to Mrs. Van Vleck (gf: N 19 1/2° E 12 1/2 poles)
- h: center of Folly Lick (hg: with Van Deusen, N 61° W 12.8 poles)
- a: large white oak one pole east of beginning (ah: up Folly Lick, S 36 3/4° W 8 3/4 poles, S 2 3/4° W 11 poles, S 76 3/4° W 8 3/4 poles, S 41 1/2° W, 7 poles, S 3 1/2° W 6 poles, S 80° E 4 poles, S 38 1/2° W 10 3/4 poles, S 8° W 7 3/4 poles, S 67° W 6 3/4 poles, S 12 1/2° W 5 poles 10 links, S 47 1/2° W 8 poles, S 53° W 4 poles)  
7 acres 1 rood 6 perches = 7.29 acres

SD/150  
1 MAY 1881  
LYMAN/HANNAH BALLOU →  
ELISHA DYER  
7.29 ACRE



B-153

IID2d1: Elisha/Mildred Dyer of Herndon sold 1.49 acres to Minnie A. Dade of Herndon for \$80 on 20 October 1892 (S5/38). This land was called the south end of the lot Ballou sold Dyer.

- a: begin in the center of Folly Lick, 1 rod west of a marked, large white oak,
- b: west side of Old Mill Road (ba: S 64°, in line of Dade's land, 22 rods, 4 links),
- c: stake near the Branch (cb: with west side of road and parallel with Van Vleck's line, leaving a strip 12 feet wide for a road N 20 E 11 rods, 19 links),
- d: center of Folly Lick (dc: [-]62° W 16.25 rods),
- a: beginning (ad: up Folly Lick S 48° W 13 rods),

1.49 acres

Minnie died and left this land to her sole heir, Thomas Dade; according to an affidavit filed with 932/464 (1 December 1951) she died about 1915.

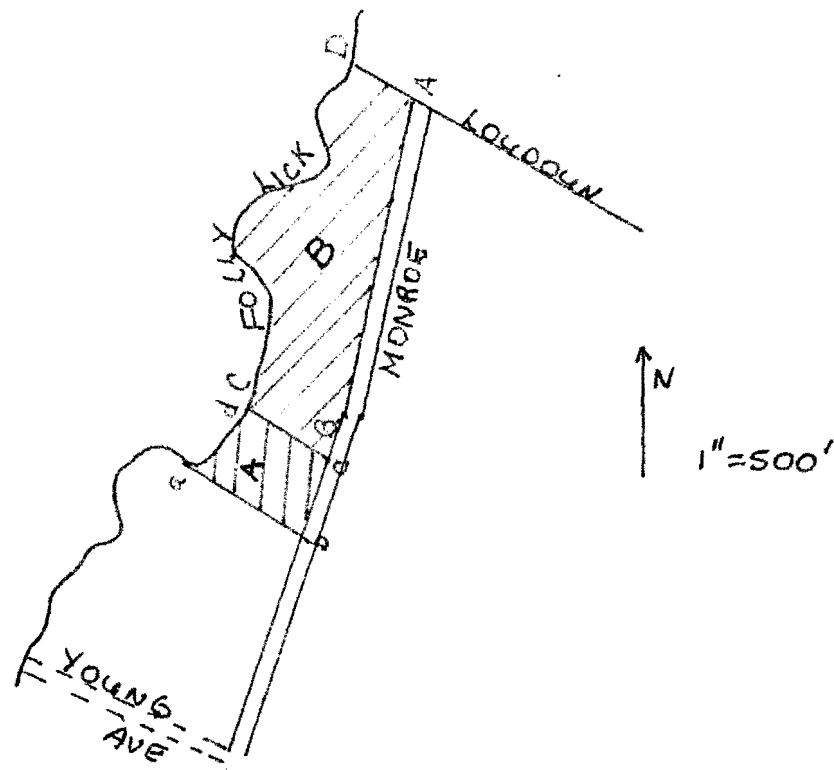
Thomas died 28 December 1950 and left the land to his wife Marsha Hackett Dade (WB 38/309), who died 2 May 1951 and left the land to her sole heir, Howard Osborne Hackett.

A: 55/38

20 OCTOBER 1892  
ELISHA/MILORED DYER →  
MINNIE DADE  
1.49 ACRES

B: H6/362

1 FEBRUARY 1898  
ELISHA/MILORED DYER →  
EDITH CUMMINS  
6 ACRES



B-155

IID2d2: Not until 1 February 1898 (H6/362) did the Dyers sell the remaining 6 acres; they sold the land to Edith S. Cummins for \$300.

- A: begin at a stake in the middle of an old road, corner to George Dade and Elisha Dyer on a line of Van Deusen,
- B: "B", a stone (BA: S 13° 13' W 970.5 feet),
- C: center of Folly Lick (CB: west with Mildred Dade and Elisha Dyer),
- D: corner of Van Deusen and E. Dyer (DC: with Folly Lick),
- A: beginning (AD: east with Van Deusen 12.8 poles),

6 acres.

Edith S./Charles F. Cummins of Herndon sold these six acres to Harrison J. Morton for \$300 on 13 June 1902 (W6/286).



IID2e: On 26 November 1892 (S5/39) Hannah/Frank M.\* Ballou sold 2.25 acres to Minnie Dade, (wife of Thomas R. Dade) for \$900.

- a: begin at a planted stone in Old Jenkins Mill Road,  
corner to Brown,
- b: white oak, on Folly Lick (ba: with Brown N 64° W 30  
poles),
- c: corner to E. Dyer, a point 1 pole west of large white  
oak (cb: down Folly Lick 18 poles),
- d: "said Mill" (dc: with Dyer S 64° E 23 poles 7 links),
- a: beginning (ad: with road S 15 1/4° W 11.16 poles,  
2.25 acres.

Minnie died and left this land to her sole heir, Thomas Dade; according to an affidavit filed with 932/464 (1 December 1951) she died about 1915.

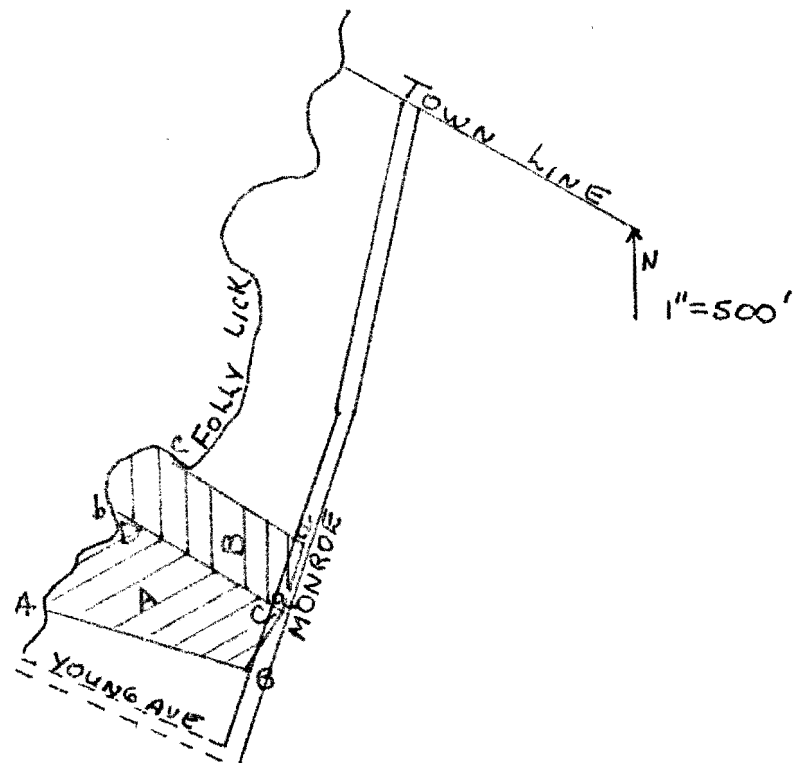
Thomas died 28 December 1950 and left the land to his wife, Marsha Hackett Dade (WB 38/309), who died 2 May 1951 and left the land to her sole heir, Howard Osborne Hackett.

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\*Lyman's son.

A: 05/59  
22 FEBRUARY 1893  
HANNAH & FRANK BALLOU →  
HARRY BROWN  
2.25 ACRES

B: 55/39  
26 NOVEMBER 1892  
HANNAH & FRANK BALLOU →  
MINNIE OADE  
2.25 ACRES



B-158

IID2e: Hannah Ballou and Frank M. Ballou sold 2.25 acres to Harry H. Brown for \$90 on 22 February 1893 (05/59).

- A: begin at a marked white oak, corner to Mrs. McNeill on Folly Lick,
- B: Jenkins Mill road (BA: with McNeill S 74° E 32 poles),
- C: --(CB: N 28 1/2° E 11.5 poles on the road),
- D: Folly Lick (DC: N 64° W 30 poles),
- A: beginning (AD: with Folly Lick),

2.25 acres.

Harry H. Brown "of Fairfax County" sold his acreage to Benjamin T. Higgs, also of the County, for \$125 on 17 October 1895 (V5/1).

Benjamin Higgs died sometime around 1917; his heirs are listed in D8/543 (17 May 1917). He had not sold the land before his death.

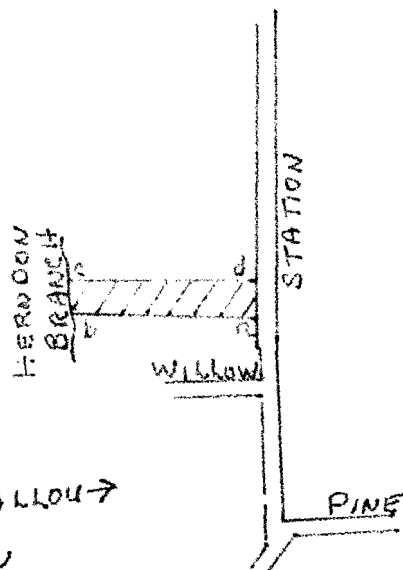
IID2f: R. Henry Dutton of Herndon paid \$260 on 16 August 1897  
(6A/152) to Hannah Ballou and Frank M./Eva Ballou for 1 acre of land.

- a: begin in the center of Station Street, a corner to H.C.  
Wiley,
- b: the Branch (ba: with Wiley N 79 3/4° W 30.5 rods),
- c: --(cb: down the Branch 5 1/4 rods),
- d: center of Station St. (dc: S 79 3/4 E 30 1/2 rods),
- a: beginning (ad: with Station St. 5 1/4 rods),  
1 acre.

R. Henry/Sallie L. Dutton placed a lien on this 1 acre on 31 December 1897 (A5/153) in order to secure a \$500 debt owed the Mercantile Railway Building and Loan Association; Thomas Moss, Jno. Wilkins, and Thomas Fannon served as trustees. The lien was released on 11 April 1903 (M6/236).

The Duttons took another lien on 9 April 1903 (M6/238) to protect a \$500 debt owed George Bell (at 6% interest). Walter T. Oliver was trustee and released the lien on 26 April 1916 (marginal note of M6/238).

6A/152  
16 AUGUST 1897  
HANNAH & FRANK/EVA BALLOU →  
R. HENRY DUTTON  
10 ACRE



B-161

IID2g: On 19 April 1899 (C6/475) Hannah Ballou, widow, and Frank M./Eva Ballou placed a lien on "195 acres . . . except the 147 acres sold off before this date" - i.e. 48 acres. The metes and bounds given are those for the 195 acres not specifically for the 48 acres.\* W. F. Middleton and Brook Middleton are the trustees and are responsible for overseeing the repayment of the \$500 debt, at 6% interest, due Rachel A. Little.

Even before this lien was repaid, the Ballous incurred another \$350 debt to Rachel A. Little, consequently that added a second lien on their land (described as 195 acres excepting the 147 acres sold off and the lots owned by McMillan, Simonds, Middleton and Dutton sold off to this date) on 25 November 1903 (O6/386) with the same trustees. The interest of this lien was also 6%.

The Middletons released both liens on 23 February 1906 (T6/279).

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\*The amount of land St. John sold Ballou is incorrectly stated in several deeds; the "correct" total must be 165 acres:

- o The St. Johns had only 199.4 acres after their subdivision with the Thompsons (see footnote in IID) and since they sold about 30 acres directly to others (see IID3-IID27), there simply were not 195 acres available;

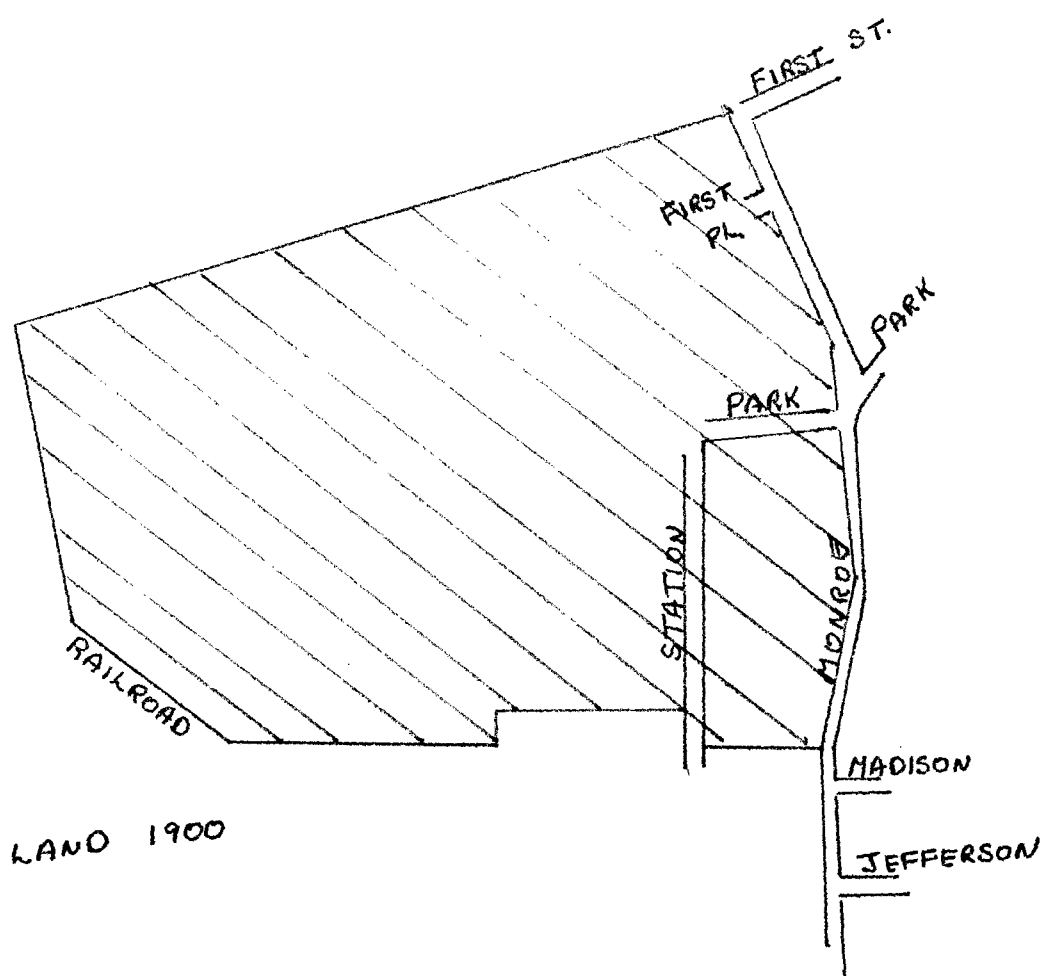
- o the Ballous sold 107 acres before 1900 H (see IID2a-f);

- o a little geometry indicates that the land Ballou still owned in 1900 was about 58 acres (see figure);

- o since all recorded sales by Ballou before 1900 are included in IID2a-f and since the figures indicate all remaining land after the sales, the total original purchase must have been about 165 acres;

- o since the estimate of 58 acres is merely a layman's estimate but is reasonably close (that is, within 5 acres or so) I assumed that the 9 digit in 195 was in error and should have been a 6, and that this error was simply transposed deed to deed.

BALLOU LAND 1900



N  
1" = 500'

B-1620

IID3: Ancel/Isabella St. John of Herndon sold 20,000 square feet (.46 acres) of land to Joseph B. North, trustee for Mary E. Leonhardt (wife of Jacob) and for Mary N. North (wife of Joseph), for \$125 on 25 March 1875 (S4/187).

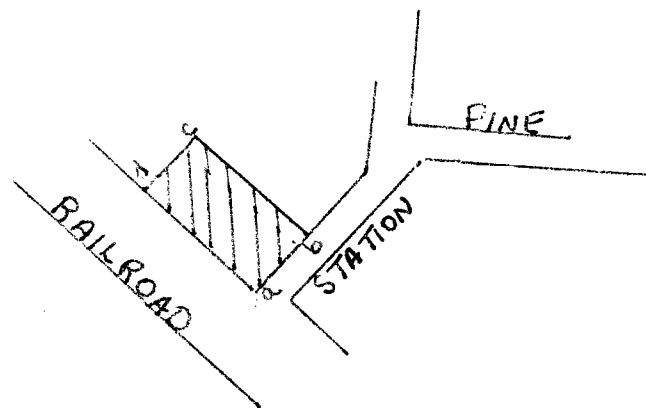
- a: begin at a point on the northeast line of the Washington and Ohio railroad, opposite the depot and at the intersection of the northeast line of Station Street,
- b: at right angles to the railroad and along the northwest line of Station Street 100 feet,
- c: at right angles and west, and parallel to the railroad, 200 feet to a corner,
- d: at right angles, southwest and parallel to Station Street, 100 feet to northeast line of the railroad,
- a: at right angles, southeast along railroad 200 feet to the beginning,

20,000 square feet = 0.46 acres.





1" = 250'



S4/187  
25 MARCH 1875  
ANCEL/ISABELLA ST JOHN →  
JOSEPH B. NORTH, trustee  
20,000 sq feet

B-164

In one of those transactions for which I wonder just what was the (unwritten) motivation, "Joseph B. North, trustee, Joseph B. North in his own right, and Mary M. North, his wife" sold this one village lot to Mary E. Leonhardt and Joseph B. North, trustee, "for \$5" on 11 November 1879 (Z4/251). It is too cynical, of course, to assume that Joseph and Mary obtained a divorce, became legally separated, or had some other troubles which motivated Joseph to attempt to exclude his wife from his financial dealings--with names like Mary and Joseph, how could this be?

IID3a: Mary E. Leonhardt ("in her own right") of Herndon and Joseph B. North of Medicine Lodge, Kansas (trustee) sold part of their village lot to Hattie B. Nordstrom of Herndon for \$650 on 2 April 1890 (I5/561).

a: begin at the northeast line of the Washington and Ohio railroad where it intersects the northwest line of Station Street,

b: northeast on the northwest side of Station 50 feet,

c: at right angles to Station and parallel with the railroad 200 feet,

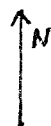
d: at right angles and parallel with Station St., 50 feet to the northeast line of the railroad,

a: southwest with the railroad 200 feet to the beginning.

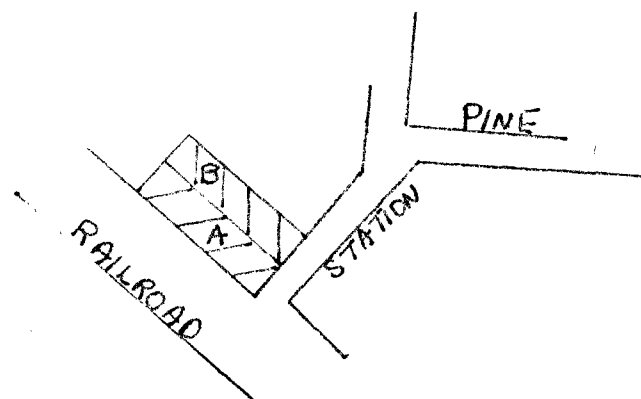
10,000 square feet = 0.23 acres.

Hattie married Benjamin H. Bready sometime between 1890 and 1893 but was a widow on 1 June 1894 (Q5/584) when she placed a lien on this land in order to appease the American Home Building and Loan Association of Richmond, Virginia. She owed \$500 and agreed to repay \$8.50 each month, starting 1 June 1894, until the debt was repaid. Dr. I.J. Hawkes and C.R. Bitzer, trustees, released the lien on 11 April 1900 (H6/9).

Not satisfied with just one attempt at a lien, and looking for imaginative techniques, Hattie placed another lien on this land on 2 June 1902 (K6/56); Isaiah Bready (her brother-in-law), acted as trustee. The interesting part of this lien was that the \$600 loan was due (without any interest) "one day after decease of said maker of note [Hattie]." A



1" = 250'



A: IS/561  
2 APRIL 1890  
MARY LEONHARDT &  
JOSEPH NORTH →  
HATTIE NORDSTROM  
10,000 sq feet

B: IS/507  
17 SEPTEMBER 1890  
MARY LEONHARDT &  
JOSEPH NORTH →  
H. B. NORDSTROM  
10,000 sq feet

B-166a

marginal note on K6/56 attests to the release of this lien on 31 March 1913.

Apparently Hattie did not take advantage of this "due after death" clause--she sold the land to William W. Taylor of Herndon for \$1500 on 1 May 1905 (6S/323). Wonder how the provisions of the lien applied to Taylor? S6/323 seems to read as if Taylor did not accept responsibility for the lien; did he actually take over the lien or did Hattie really retain the lien, thereby not providing Taylor with clear title to the land? Maybe Bready would not extend such "generous" terms to any other person besides Hattie; if so, where is the deed releasing Taylor from worry about the lien? Normally people do not buy land without insisting upon a clear title.

IID3b: On 17 September 1890 (J5/507) M.E. Leonhardt of Herndon and J.B. North, trustee, of Medicine Lodge, Barker County, Kansas, sold the northerly half of their village lot to H.B. Nordstrom of Herndon for \$900.

A: begin at the southeast corner of H. B. Nordstrom and 50 feet from the north line of the Washington and Ohio railroad on Station Street,

B: north with Station Street 50 feet to A. J. Downing,

C: west with Downing 200 feet to its intersection with J. W. Taylor,

D: south with Taylor 50 feet to Nordstrom,

A: east with Nordstrom and parallel to the north line of Washington and Ohio railroad 200 feet to the beginning, 10,000 square feet = 0.23 acres.

On 24 June 1893 (05/609) Hattie B. Nordstrom/B. H. Bready placed a lien on this land with C. R. Bitzer as trustee. The lien was to secure a debt of \$800 owed Mary E. Leonhardt; the Bready's agreed to repay \$100 per year, at 6% interest. The first four notes were repaid before Mary died; the other four were transferred to Milton Hanna (and after his death to his sole heir, Laura Hanna). George A. Gordon, "late sheriff and administrator" of C. R. Bitzer's estate released the lien on 20 November 1906 (Y6/129).

Hattie must have liked her arrangement with Isaiah Bready for she organized a partial repetition of her earlier lien with Isaiah on 11 October 1905 (6S/387). George R. Bready became trustee for a lien

securing a \$1000 loan owed Isaiah; the agreement was that Hattie was to repay \$400 in 3 years at 6% interest and that the remaining \$600 was due one day after Hattie's death. The land was referred to as "Herndon House." The lien was partially released on 18 March 1913 (Q7/4); no other release has been found in the index of deeds.

On 1 October 1877 (V4/337) a strange thing happened--Ancel/Isabella St. John of Plainsfield, New Jersey, sold several parcels of land to Thomas P. St. John of Ithaca, Tompkins County, New York for \$2000. That is not strange, but the fact that Thomas P./Mary A. St. John sold the land back to Ancel on 9 October 1877 (V4/241) for \$2000 is strange! Why?

Parcel 1

Bounded as follows:

- a: begin at the junction of the northeast line of the Washington and Ohio Railroad, with the northwest line of Station St.,
  - b: northeast and northerly to the south line of L. D. Ballou,
  - c: west along Ballou's south line to the northeast line of the railroad,
  - a: southeast along the railroad to the beginning,
- 10 acres 38 poles = 10.24 acres.

Except a parcel of land sold to J. B. North (IID3). Note that this land was the same sold to J. W. Taylor by Ancel St. John on 15 August 1878 except for the Sweet Home Lodge and Wiley property--see IID6.



Parcel 2

Bounded as follows:

- on the west 557 feet on Station St.,
- on the south 322.3 feet on Pine,
- on the east 548 feet on Monroe,
- on the north 323 feet on Ballou's south line

except for the parcel sold to the Congregationalist Church in 1871 (IID12).

Parcel 3

Bounded as follows:

- a: begin at the northeast corner of Mahoney's lot fronting  
Spring St. ,
- b: north along Spring St to the southwest line of the  
railroad,
- c: northwest to Isaiah Bready's east line
- d: south along Bready to South line of Vine St.,
- e: at right angles, along south line of Vine 373 feet,
- f: south at right angles 208 8/12 feet to center of block,
- a: east 686 feet to the beginning

except for

- 1/2 acre sold Johnson (IID14),
- 1/2 acre sold Sperling (IID16),
- 1/2 acre given for a school lot (IID11).

Parcel 4

Bounded as follows:

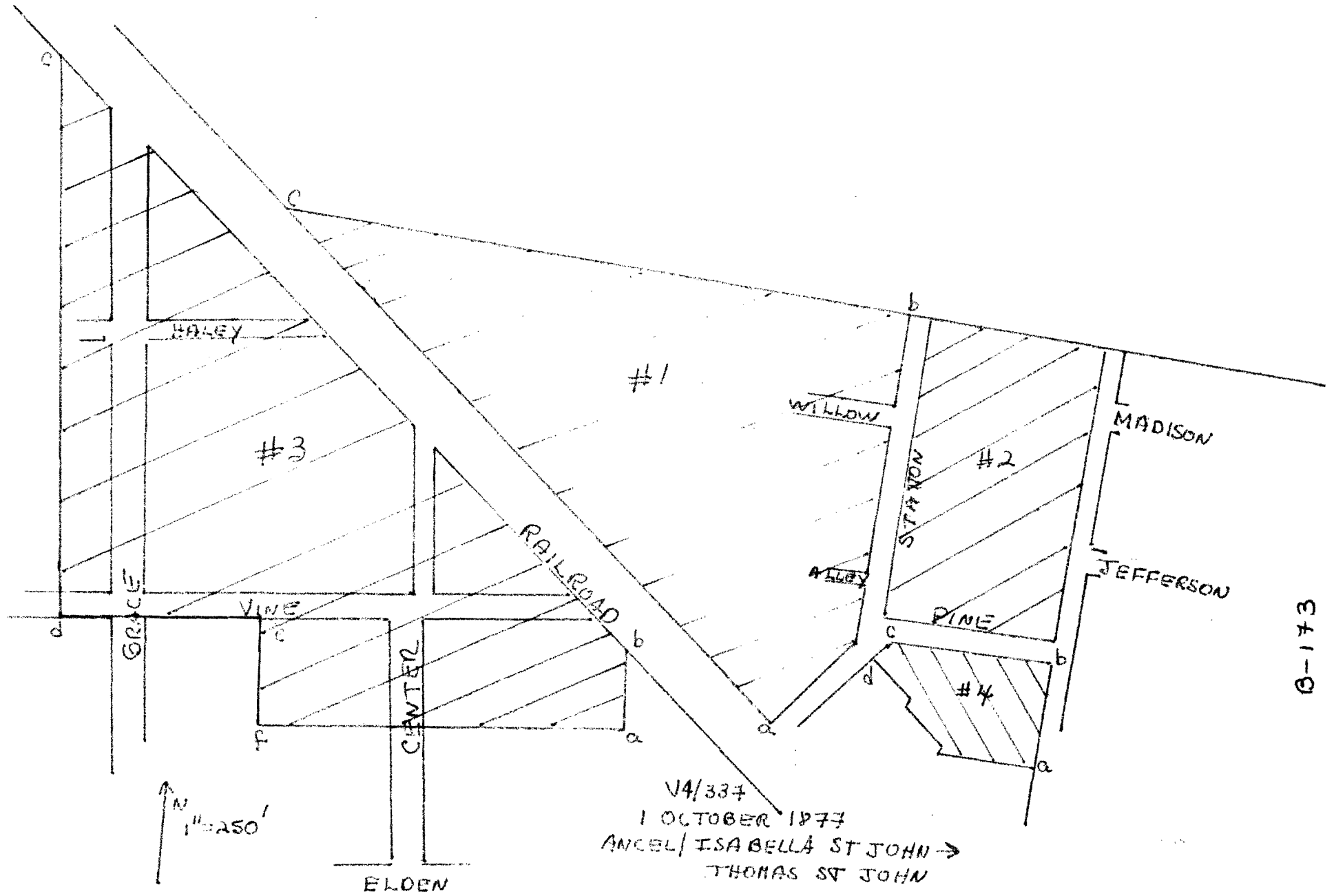
- a: begin on the west side of Monroe Street, at the northeast corner of lot sold S. Killiam,
- b: north along the west side of Monroe "160 \_\_\_\_" to the corner of Pine,
- c: west along Pine, leaving the said street 45 feet wide, 322 3/12 feet to a point in line with Station St. on the right and left both northerly and southerly,
- d: at obtuse angles southwest along the southeast line of Station to the corner of L. Hindle,
- a: on the rear of Hindle, William Moore, H. Bicksler and S. Killam's lots to the beginning,

1 acre 13 poles.

Parcel 5

Bounded as follows:

A small piece of land, between the County road on the south and the railroad lot on the north, being about 14 feet from the railroad and extending west to Spring St. about 6 feet wide on that end.

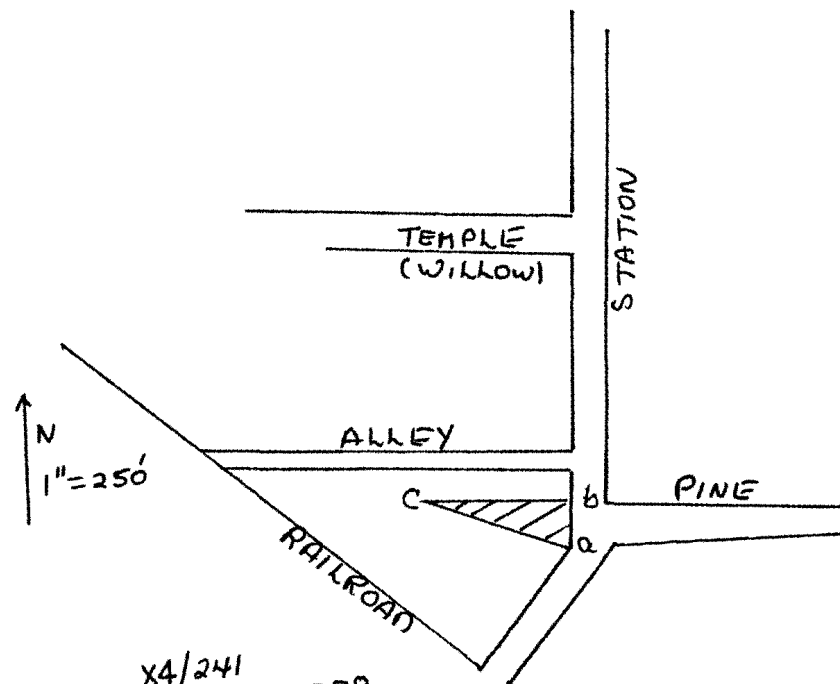


IID4: On 5 December 1878 (X4/241) Ancel/Isabella St. John ("now of Herndon") sold "1 village lot" to Thomas Van Deusen, Howard W. Blanchard and Benjamin H. Bready, trustees of the Sweet Home Lodge No. 12, Independent Order of Good Temples of Herndon, for \$50.

- a: begin at obtuse angle on the west side of Station St.,  
opposite Pine Street,
- b: north along west line of Station 70 feet,
- c: west and at right angles to Station, 200 feet,
- a: southeast in tract line to beginning,

1 village lot.

H.W. Blanchard, on behalf of the Sweet Home Lodge, petitioned the Courts to permit the sale of the land (the deed does not specify why a petition was necessary); in November 1885 the Court approved the sale and appointed Blanchard a special commissioner with the order to carry out the sale. He sold the land in 2 pieces.



X4/241  
 5 DECEMBER 1878  
 ANCEL/ISA BELLA ST JOHN →  
 SWEET HONE LODGE NO. 12  
 6427 sq feet

B-175

IID4a: Three thousand three hundred twenty seven square feet were sold to W. D. Sweetzer for \$113, the Court approved the sale in its June 1887 term and Blanchard signed the deed of sale on 13 June 1887 (G5/172); the size of the lot was given as 3327 square feet (0.08 acres). Although no specific metes and bounds are given, they are given in a lien that Sweetzer placed on the land (see below):

- a: begin at the west side of Station Street at a corner of J. W. Taylor,
  - b: with Station St. S 7 1/2° W 45 feet,
  - c: N 82 1/2° W 58 feet,
  - d: N 66° W 17 feet,
  - e: N 7 1/2° E 40 feet to Taylor,
  - a: with Taylor S 82 1/2° E 75 feet to the beginning,
- 3327 square feet.

William D./Elizabeth G. Sweetzer of Herndon placed a lien on their land on 23 June 1887 (G5/236) with Ernest S. Howard as trustee. The lien was intended to make H. W. Blanchard feel more secure in this world knowing that his valuable \$300 debt due from Sweetzer within 3 years would never be lost with a wonderful deed all written in nice language and recorded in the official deed books of the County. Howard released the lien on 30 March 1894 (Q5/326).

Immediately after repaying this lien, the Sweetzers accepted another; this one, dated 18 April 1894 (Q5/386) was intended to secure a \$500 debt that was to be repaid in \$8 per month installments beginning 1 April 1894

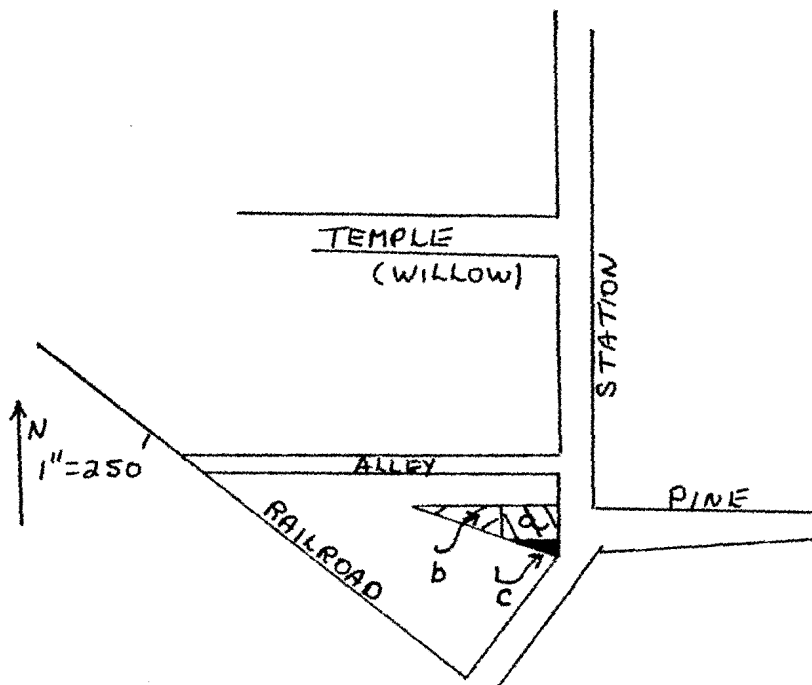
with an additional nicety of 6% interest. The money was owed the Washington National Bank and Loan Association; Josiah C. Stoddard and Addison G. DuBois of Washington served as trustees and released the lien on 8 January 1903 (L6/410).

See IID4b1 for the next exciting occurrence in the long, enthralling, and moving history of this 3327 square feet of prime Herndon real estate.

a: G5/172  
 13 JUNE 1887  
 SWEET HOME LODGE →  
 W.O. SWEETZER  
 3327 sq feet

b+c: G5/81  
 13 JUNE 1887  
 SWEET HOME LODGE →  
 ALONZO DOWNING  
 3700 sq feet

c: N5/294  
 24 DECEMBER 1891  
 ALONZO DOWNING →  
 WILLIAM SWEETZER  
 700 sq feet





IID4b: H.W. Blanchard sold the remaining 3700 square feet of the Sweet Home Lodge's lot to Alonzo J. Downing for \$147.68, the Court also approved the sale in its June 1887 term, and the deed was also recorded on 13 June 1887 (G5/81).

- a: begin on the west side of Station Street, at an obtuse angle in Station,
  - b: N 7 1/2° E 25 feet to Sweetzer,
  - c: N 82 1/2° W 58 feet,
  - d: N 66° W 17 feet,
  - e: N 7 1/2° E 40 feet to Taylor,
  - f: N 82 1/2° W 125 feet with Taylor,
  - a: S 64° E 210 feet to beginning,
- 3700 square feet.

IID4b1: Alonzo J. Downing of Herndon (whose wife, Sarah, had died about 1 month earlier) sold part of this land to William D. Sweetzer on 24 December 1891 (N5/294).

- a: begin on the west side of Station Street at the southeast corner of Sweetzer's land, a point 45 feet south from the corner of Taylor's land,
- b: west on line of Sweetzer 58 feet to planted stone in angle of division line between Sweetzer and Downing,
- c: at an acute angle east from the angle and planted stone to the west side of Station Street in a line with the planted stone near the street placed on the north line of stoned ditch or drain on land of Downing about "\_\_\_\_\_" feet south from beginning,
- a: north along west line of Station "\_\_\_\_\_" feet to beginning,

"7000" square feet\*

William Sweetzer now owned this "700" square foot lot plus the 3327 square feet of IID4a; he "devised his real estate" to his wife, Elizabeth G., by his will dated 15 February 1912 (Will Book 5 page 7); she, in her will of 17 April 1906 (Will Book 5, page 7) directed that her executors, Howard W. Blanchard and John W. Averill, sell "the house and lot where I

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\*Clearly a smaller piece of the whole cannot be larger than the whole --probably the deed meant 700, not 7000; I will assume that 700 is correct.

now live." They sold the land to Frank W. Huddleson of Herndon on 23 November 1912 (07/246). This deed reports the combined land of IID4a and IID4b1 as being 3850 square feet. (This is indirect "evidence" that the land Downing sold Sweetzer was closer to 700 than 7000 square feet.)

IID4b2: Alonzo sold the remaining part of his property (plus other land) to Sarah E. Garrett (wife of William M. Garrett) of Herndon on 8 June 1894 (R5/166). Please see IID6b for details and the later history of the land.

IID5: Harvey C. Wiley of Herndon bought 0.5 acres from Ancel/Isabella St. John (Ancel was said to be of Herndon, Isabella of Plainsfield, N.J.) for \$60 on 6 December 1881 (B5/85).

- a: begin in south line of Lyman Ballou, in the west side of Station Street,
- b: south along Station 108 feet 9 inches,
- c: west at right angles and parallel with Ballou's south line 200 feet,
- d: north at right angles and parallel with Station Street 108'9" to Ballou's south line,
- a: east along Ballou's south line 200 feet to beginning,  
0.5 acres.

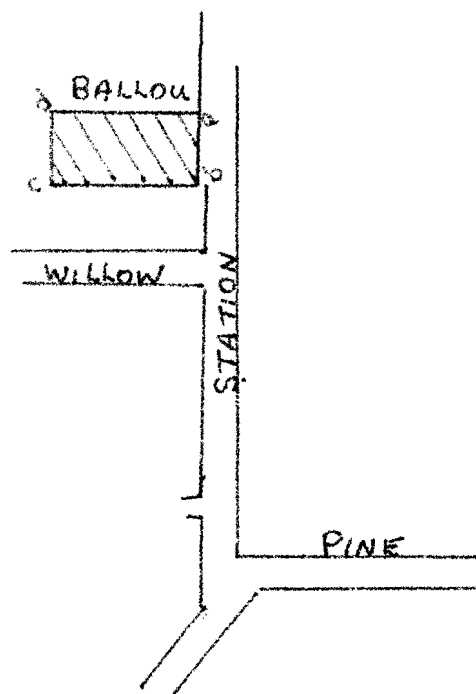
Not ones to waste time, Harvey C./Eliza J. Wiley of Herndon placed a lien on this half acre on 6 December 1881 (5B/86) in order to protect Howard W. Blanchard's loan of \$110 to the Wileys. William D. Sweetzer, as trustee, agreed to oversee the repayment schedule (\$25 due 3 April, 3 August and 3 December 1882 and \$35 due 3 April 1883, all with 6% interest); he released the lien on 4 October 1886 (Q5/367).

Having finished one lien, why not a second? Harvey C./Harriet A. Wiley (a new wife?) placed a lien on their land on 27 June 1894 (Q5/674) with the usual duo of Josiah C. Stoddard and Addison G. DuBois of Washington acting as trustees for the Washington Building and Loan Association. The debt of \$600 (plus 6% interest) was repaid and the lien released on 2 March 1906 (V6/435).

Henry H. Garrett of Loudoun County bought the 1/2 acre from the Wileys  
on 12 January 1910 (E7/446) for \$1500.



1" = 250'



B5/95  
6 DECEMBER 1881  
ANCEL/ISABELLA ST JOHN →  
HARVEY WILEY  
0.5 ACRES

B-185

IID6: James W. Taylor bought 8.13 acres of land from the St. Johns on 15 August 1878 (W4/342) for \$740. The land was actually described as being 9 1/4 acres except for

- 1 lot of 100 feet frontage on Station by 200 feet deep along the railroad sold to J.B. North (IID3),
- 1/2 acre sold to Harvey E. Wiley (IID5),
- 1 lot on contract to Sweet Home Lodge No. 12 (IID4)--the specific metes and bounds of X4/241 are given in the deed.

a: begin in the northeast line of the Washington and Ohio railroad at its junction with the northwest line of Station St., being at the southeast corner of a lot conveyed to J. B. North, trustee [IID3],

b: along the northeast line of the railroad northwest to the south line of Ballou's farm,

c: S 82° E along Ballou's south line to the west line of Station Street,

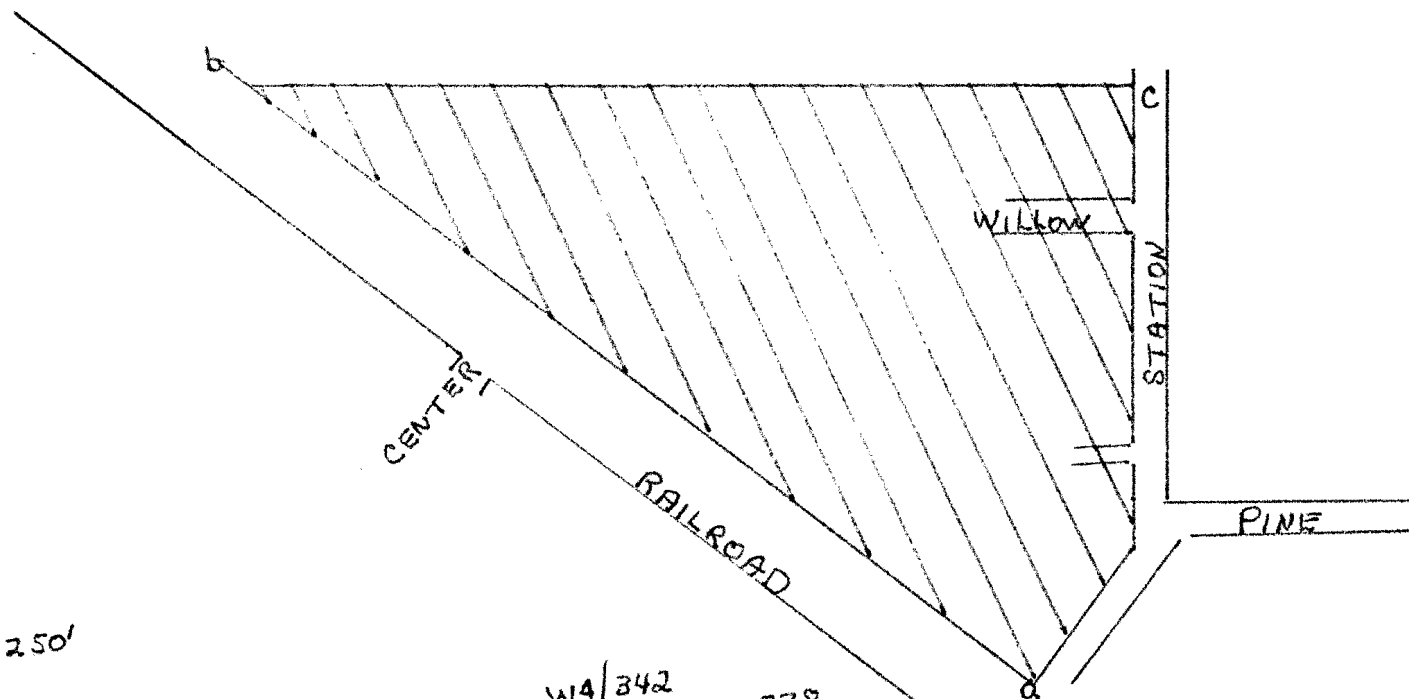
a: south and southwest along the west line of Station to the beginning,

9.25 acres (except for lots mentioned above).

James W./Amelia Taylor placed a lien on this land on 15 August 1878 (W4/344) with Lyman Ballou as the trustee. The lien was the result of a desire to secure a \$700 debt owed Ancel St. John and was due in 5 equal annual installments (all with 6% interest) beginning 1 September 1879. The lien was released in 3 parts: 22 March 1888 (G5/560), 13 March 1896 (W5/107), 28 December 1885 (G5/80)/26 May 1894 (Q5/533).



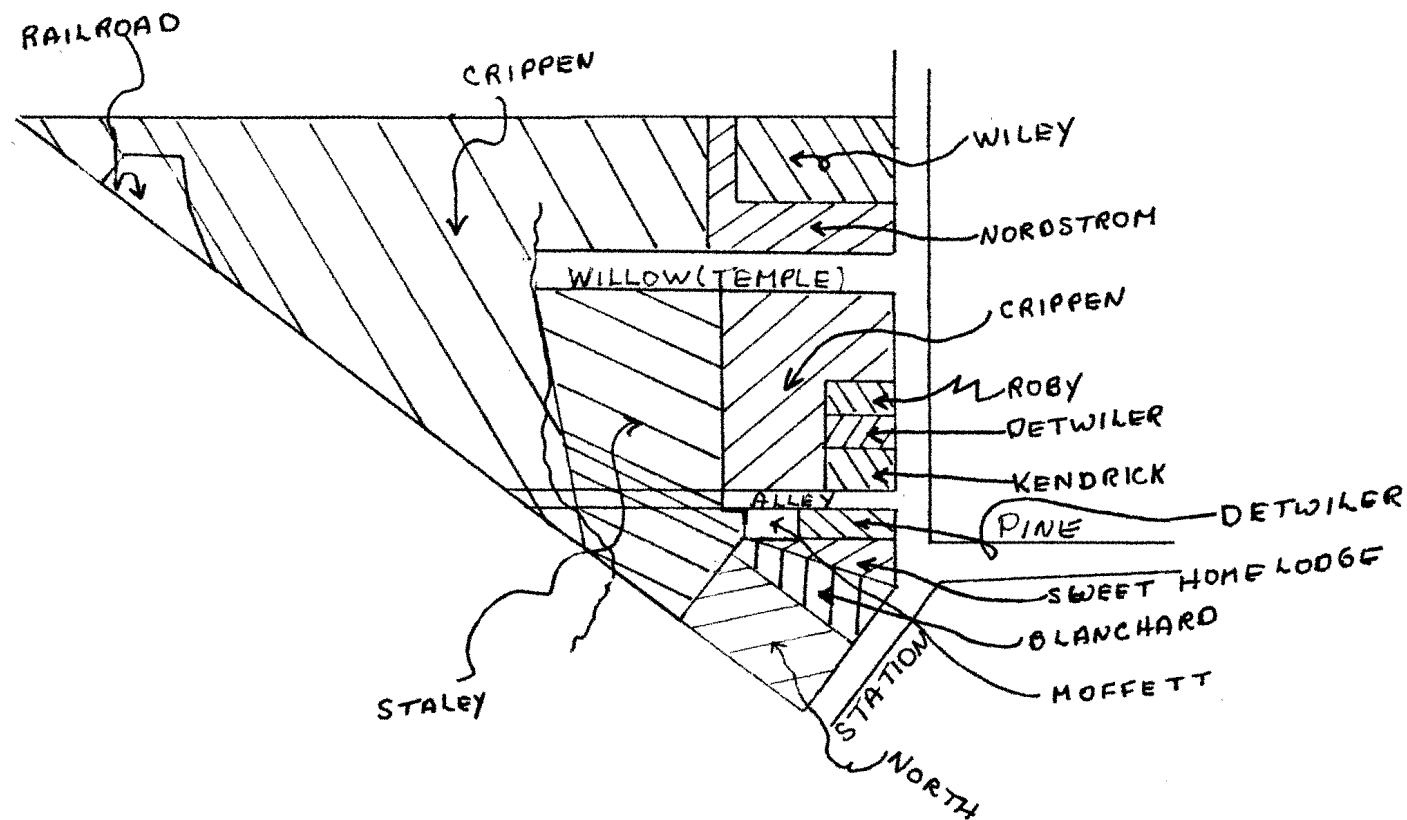
N  
1" = 250'



W4/342  
15 AUGUST 1878  
ANCEL/ISABELLA ST JOHN →  
J.W. TAYLOR  
8.13 acres

781-0

N  
1" = 250'



8-1-88

IID6a: James W./Almira M. Taylor sold part of this land (no specific acreage is given) to Hattie B. Nordstrom for \$300 on 8 March 1888 (G5/561). Lyman Ballou and Isabella St. John, executrix of Ancel, released this land from Taylor's W4/344 lien on 22 March 1888 (G5/560) after Taylor had paid \$290 (why not the additional \$10?)

- a: begin at the southeast corner of Wiley's lot,
- b: south along Station Street 79 feet to the north line of Temple Street [which has never really existed as a street],
- c: west along the north line of Temple Street 235 feet,
- d: north, at right angles with Temple to Ballou's line,
- e: east along Ballou to northwest corner of H. C. Wiley,
- f: south along west line of Wiley to southwest corner of Wiley,
- a: east along south side of Wiley to beginning.

21,655 square feet\*

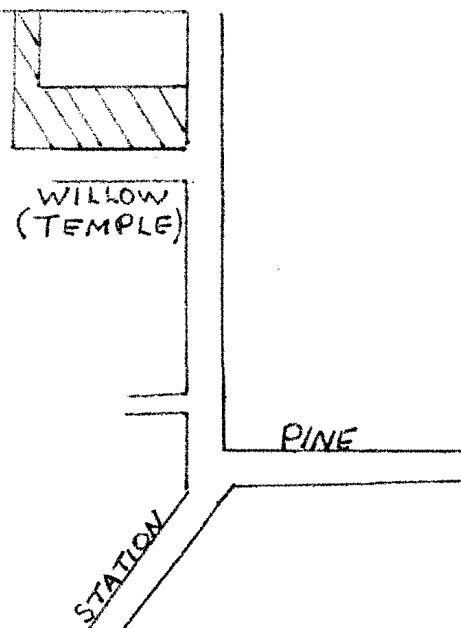
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\*The size of this lot is not given in G5/560--it is deduced from the subsequent sales of the land by Miss Nordstrom.



1"=250'

65/561  
8 MARCH 1888  
JAMES/ALMIRA TAYLOR →  
HATTIE NORSTROM  
16,195 sq. feet



B-190

IID6a1: On 16 January 1895 (5S/375) Hattie B. N. Bready, widow, sold 6320 square feet of land to W. F. Middleton for \$125.

- a: begin at the southeast corner of Wiley,
- b: south along Station Street 79 feet to the north line of Temple,
- c: west along the north line of Temple 80 feet,
- d: north and parallel to Station 79 feet to the south line of Wiley,
- a: east with Wiley 80 feet to the beginning,

6320 square feet.

Bready and Middleton also agreed that the well that was being bored and "which is supposed to be in west line of lot shall be for use of" them both.

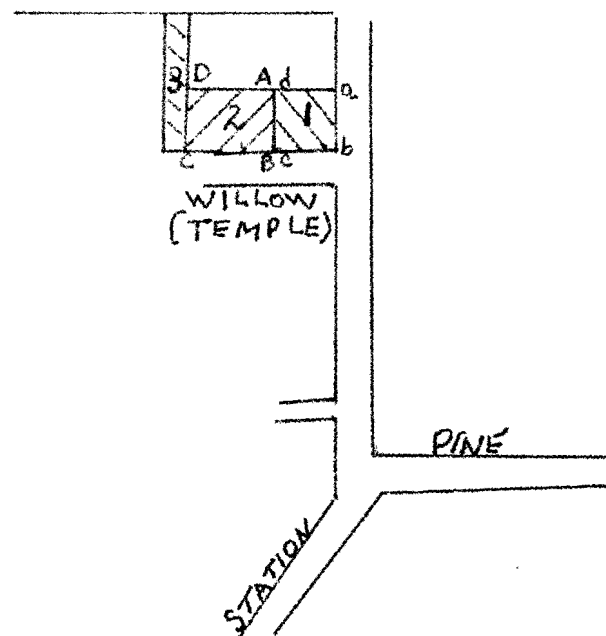
W. Floyd Middleton (bachelor) of Herndon sold this land (as well as another parcel) to Charles E. Kendrick for \$1500 on 25 February 1901 (6G/362).

N  
1"=250'

1: 55/375  
16 JANUARY 1895  
HATTIE BREADY →  
W.F. HIDDLETON  
6320 sq feet

2: X5/459  
17 NOVEMBER 1896  
HATTIE BREADY →  
ARCHIE SHIRLEY  
9875 sq. feet

3. B7/626  
1 FEBRUARY 1909  
HILDA BREADY →  
A. T. SHIRLEY  
5460 sq feet



B-192

IID6a2: Mrs. Hattie B. Nordstrom Bready of Herndon sold part of this land to Archie T. Shirley of Herndon for \$700 on 17 November 1896 (X5/459).

A: begin at the northwest corner of W. F. Middleton,  
B: south 79 feet to the north line of Temple Street,  
C: west along the north line of Temple 125 feet,  
D: north, at right angles, with Temple to H. C. Wiley,  
A: east, with Wiley to the beginning,

9875 square feet

Archie T./Martha Shirley of Herndon placed a lien on their land on 17 November 1896 (X5/478) in order to secure a debt of \$675 they owed Hattie B. Bready. Ernest L. Roby, as trustee, was to watch the Shirleys repay the money in 66 monthly installments of \$10 each and one final \$15 payment starting 17 December 1896. The lien was released on 9 March 1906 (T6/270); Shirley still owned the land in 1906.

IID6a3: Hattie died and, presumably, left the remaining land of G5/561 to her daughter,\* Hilda B. Bready, of Herndon. Hilda then sold the remainder of G5/561 to A. T. Shirley of Herndon for \$65 on 1 February 1909 (B7/626).

- a: begin at the southeast corner of Shirley,
- b: west along the north line of Temple, 30 feet to Detwiler,
- c: north, at right angles to Temple, to Ballou,
- d: with Ballou to the northwest corner of Wiley,
- e: south, with Wiley, to the southwest corner of Wiley,
- a: "with Wiley to Temple to beginning,"

5460 square feet.

---

\*Hattie does not have a will recorded in Fairfax County; B7/626 does not state how Hilda obtained the land. Since there is no Hattie to Hilda deed, I arbitrarily assumed that Hilda was Hattie's daughter.



IID6b: On 15 November 1879 (Y4/162) James W./Amelia M. Taylor sold land to Mrs. Susan Blanchard of Herndon for \$115.

- a: begin in the west line of Station Street at an obtuse angle with Station and at the southeast corner of the lot conveyed by Ancel St. John to Sweet House Lodge,
  - b: southwest along Station Street 96 feet to the lot sold J. B. North, trustee,
  - c: at right angles, northwest along J. B. North 200 feet,
  - d: at right angles and on a line parallel with Station 32 feet to the rear of Good Templar Lot,
  - a: along south line of Good Templar to the beginning,
- 17,715 square feet\*

On 28 December 1883 (G5/80) Isabella St. John (Ancel's widow and executrix) sold the same land (which, of course, she did not own) to Howard W. Blanchard of Herndon for \$100. Clearly, somebody did not keep complete records and after Ancel died Isabella must have thought that she still owned this land.

Before this "minor" error was noticed, our story goes merrily on: On 28 April 1884 (D5/649) Howard W./Susan K. Blanchard sold the same parcel of land "Ancel St. John\*\* conveyed to Susan Blanchard" for \$150 to Alonzo Downing.

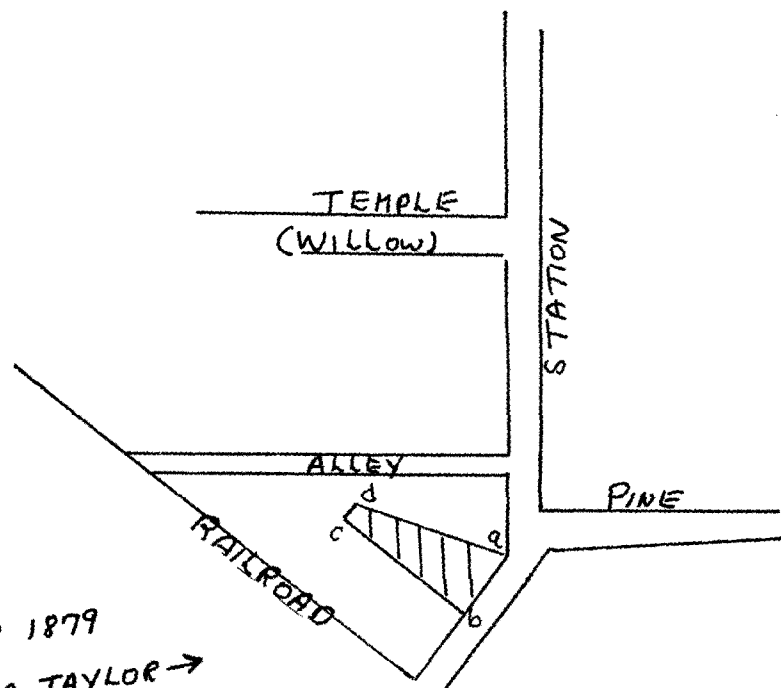
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\*No size is given in the deed; the area is deduced from the later deeds.

\*\*Ancel being dead, his wife was actually meant--or maybe the deed was referring to "the spirit of Ancel."

N  
1"=250'

Y4/162  
15 NOVEMBER 1879  
JAMES/AMELIA TAYLOR →  
SUSAN BLANCHARD  
17,715 sq feet



B-196

On 20 June 1890 (J5/164) Alonzo/Sarah Downing placed a lien on their residence in order to secure a \$500 debt due (with the minor addition of a 6% dividend) Benjamin Middleton of Fairfax County in 2 years. Conrad R. Bitzer, trustee, released the lien on 16 July 1894 (R5/164).

The land was described as:

- a: begin at the northwest side of Station Street at the obtuse angle 96 feet from "premises occupied by Jacob Leonhardt,"
- b: south to Leonhardt,
- c: at right angles with Station Street, running northwest to Taylor, 200 feet,
- d: at right angles, northerly, 32 feet,
- e: easterly 125 feet with Taylor to Sweetzer,
- f: south 40 feet with Sweetzer,
- g: east 75 feet to Station Street,
- a: south along Station 25 feet to the beginning,

Apparently someone finally noticed that something was not precisely correct (oh for title insurance!): On 26 May 1894 (Q5/533) a new deed was recorded. According to this new deed (designed to correct many sins):

- Ancel St. John sold land to James Taylor on 15 August 1878 (W4/342),
- James Taylor placed a lien on this land on 15 August 1878 with L. Ballou as trustee,

- James Taylor sold a parcel of land to Susan K. Blanchard on 15 November 1879 (Y4/162),
- Isabella St. John, executrix of Ancel, executed a "quit-claim and release of said parcel" to Blanchard on 28 December 1883 (G5/80) [i.e., she released the Taylor's lien so Blanchard owned the land completely],
- L. D. Ballou, as trustee, "failed to unite with her in such conveyance,"
- L. D. Ballou died and Hannah Ballou qualified as administratrix,
- Susan Blanchard sold the land to Alonzo J. Downing on 28 April 1884 (D5/649) "but the acknowledgment of the deed [the statement St. John sold the land to Blanchard?] was defectively taken and certified";

Therefore, this deed (Q5/533) fixes all of these problems--Hannah Ballou releases the lien, the defect of D5/649 is corrected and A. J. Downing is given complete and clear title to the land by Susan K./H. Blanchard and Mrs. Hanna H. Ballou.

After all of this, Downing (possibly all of this occurred because Downing wanted to sell the land, found that he did not have clear title to the land and consequently could not sell it; therefore he organized people so he could get the clear ownership) immediately sold the same land (sort of--see below) to Sarah E. Garrett, wife of William M. Garrett, of Herndon for \$500, this occurred on 8 June 1894 (R5/166). The land is described as:

- a: beginning on the westerly line of Station Street  
opposite a planted stone, just north of the obtuse angle  
on Station Street, a corner to William D. Sweetzer,
- b: southwesterly along Station Street about 100 feet to H.  
B. Nordstrom, now Bready,
- c: at right angles northwesterly with Nordstrom 200 feet to  
J. W. Taylor,
- d: northeasterly "about parallel with Station" 32 feet to  
northerly line at the rear and a point of a lot sold by  
St. John to Sweet Home Lodge,
- e: easterly along northerly line of Sweet Home Lodge about  
125 feet to Sweetzer,
- f: at right angles in a direct line southerly about 40 feet  
along Sweetzer "to and past the centre of a well dug in  
the division line between . . . Downing and Sweetzer"  
to a planted stone, the southerly side of the well,
- a: easterly or southeasterly in direct line along northerly  
side of stoned drain in Downing's land to the beginning,

1/2 acre\*

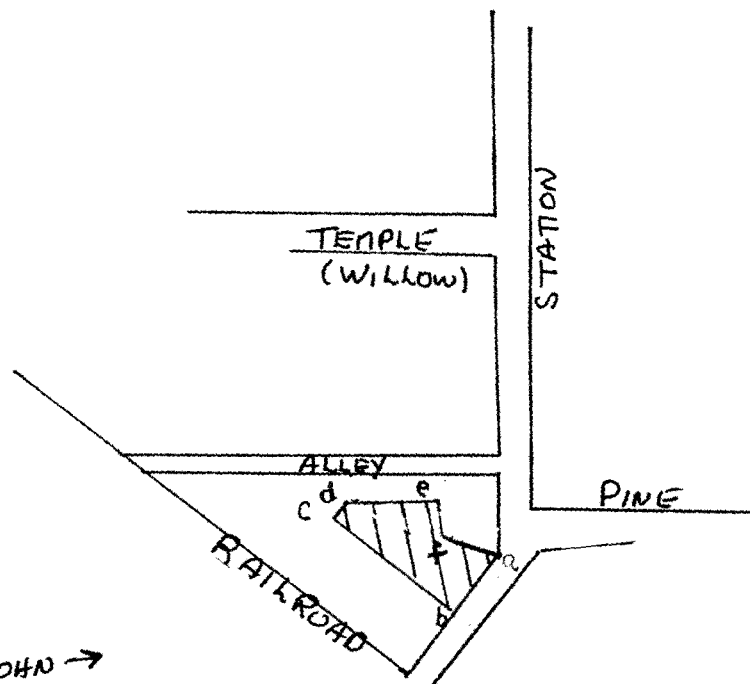
The "sort of" comes from the fact that this 1/2 acre is all of D5/649 plus the land sold Downing by H. W. Blanchard, commissioner (G5/81-IID4b) with the exception of a triangular piece (of about 700 square feet) sold by Downing to Sweetzer (IID4b1) on 24 December 1891.

---

The deed says that this land is about 0.5 acre; later sales (IID6b1 and b2) show that the land is actually 17,715 square feet (0.38 acres).

N  
1" = 250'

R5/166  
8 JUNE 1894  
ALONZO/ ISABELLA ST JOHN →  
SARAH GARRETT  
~ 0.5 ACRES  
(17,715 sq feet).



Q-200

Sarah E./William M. Garrett sold all of this land (with all of its "exceptions" and confusing history) to A. M. Haines for \$1800 (maybe confusion causes the price to rise) on 15 September 1899 (D6/341). The sale was subject to a deed of trust of \$800 due in 2 1/2 years for which Haines assumed the responsibility.

IID6b1: A. M./Annie M. Haines sold 10,000 square feet of land to Charles S. Cooper for \$3500 on 10 February 1909 (B7/437).

- A: begin at a planted stone on the south side of a well which is also the southwest corner of Sweetzer,
- B: S 60° 30' E 85.4 feet to the west line of Station Street,
- C: with Station S 46° 12' W 64.9 feet,
- D: N 43° 30' W 197 feet to a point in the south line of J. Moffett and a planted stone,
- E: S 79° 30' E 117 feet to the northwest corner of Sweetzer,
- A: S 11° 30' W 40 feet passing over the center of the well dug in the division line between this lot and Sweetzer to the beginning,

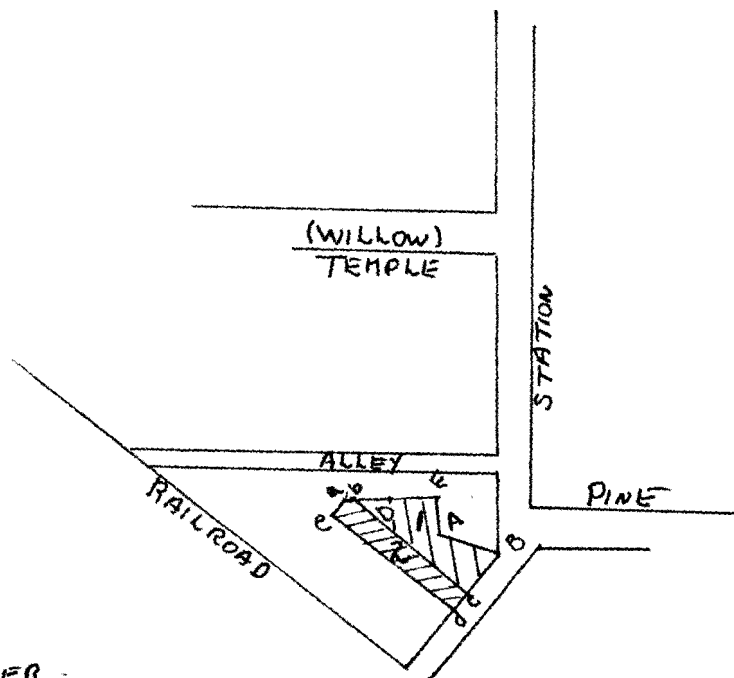
10,000 square feet.



N  
1" = 250'

1: B7/437  
10 FEBRUARY 1909  
A.M./ANNIE HAINES →  
CHARLES COOPER  
10,000 sq feet

2: B7/620  
10 FEBRUARY 1909  
A.M./ANNIE HAINES →  
FRANK HUDDLESON  
7715 sq feet



B-203

IID6b2: The Haines sold another parcel also on 10 February 1909  
(B7/620); this one went to Frank Huddleson for \$1500.

- a: begin at a planted stone in the south line of  
J. Moffett,
- b: S 79° 30' E 6 feet to corner of the land Haines sold to  
Cooper,
- c: S 43° 30' E 197 feet along Cooper to Station Street,
- d: S 46° 12' W 38.4 feet to the northeast corner of Mrs.  
H. B. Bready,
- e: N 43° 30' W 203.3 feet to land formerly of J. W. Taylor,
- a: N 44° 15' E, with Taylor 36 feet to the beginning,  
7715 square feet.

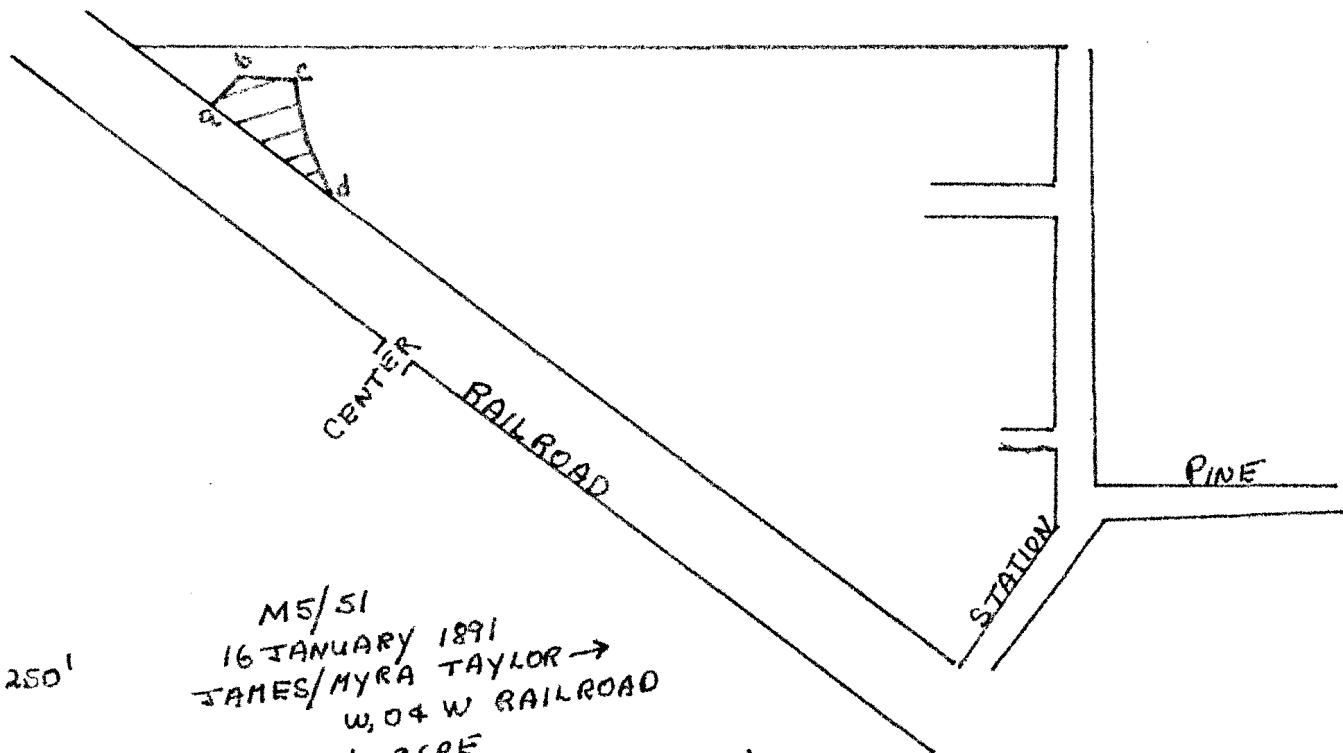
IID6c: On 16 January 1891 (M5/51) James W./Myra Taylor sold 1/4 acre of land to the Washington, Ohio, and Western railroad; no amount of money was mentioned in the deed.

- a: begin at a point on the northern right of way line of the railroad, 2792 feet west of mile post 23 and 130 feet eastwardly from the corner of Mrs. Hannah Ballou, J. W. Taylor, and the right of way line, 56 feet from and at right angles to center line of railroad,
- b: northwardly at right angles to the right of way, 45 feet to a point at right angles to, and 40 feet from. the line dividing Ballou and J. W. Taylor,
- c: parallel to dividing line, northeasterly 79 feet to a point 30 feet from, and parallel to the center line of a "Y" [a railway configuration] as now located,
- d: southeasterly 30 feet from, and parallel to said center line of the "Y" 186.5 feet to the intersection with the northern right of way of the railroad,
- a: westwardly along northern right of way 223 feet to the beginning.

0.25 acres.

N  
↑  
1"=250'

M5/51  
16 JANUARY 1891  
JAMES/MYRA TAYLOR →  
W. 04 W RAILROAD  
1/4 ACRE  
(USED METES & BOUNDS OF P6/620)



B-206

IID6d: Edwin L./Elvira L. Detwiler bought 5,000 square feet of land from the Taylors on 25 March 1893 (05/282) for \$225.

- a: begin at the northeast corner of the lot of Mrs. W. D. Sweetzer and known as the "Good Templar" lot,
  - b: north along Station Street's west line 40 feet,
  - c: west, at right angles with Station, 125 feet,
  - d: south and parallel with Station, 40 feet to Mrs. A. J. Downing,
  - a: east along Downing and Sweetzer 125 feet to the beginning,
- 5,000 square feet.

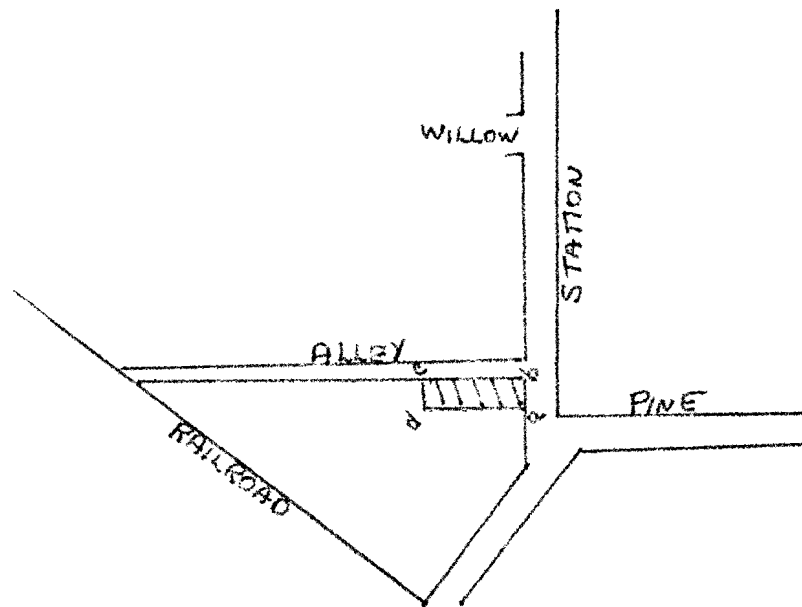
Edwin L./Elvira L. placed a lien on this land on 1 March 1893 (05/284) in order to secure a debt of \$1000 they owed Mrs. Sarah A. Little. Brook Middleton was appointed trustee to insure that the Detwiler's repaid the money (with 6% interest) within 3 years; he released the loan on 9 April 1901 (G6/603).

The Detwilers sold one half interest in this land to W. Floyd Middleton for \$50 on 29 September 1893 (P5/306).

Edwin L./Elvira L. Detwiler and W. F./Bertha C. Middleton, all of Herndon, sold this 5000 square feet to Frank W. Huddleson of Herndon for \$2500 on 1 December 1908 (B7/228 and A7/697).

Huddleson sold the land to W. M. McNair and T. E. Reed on 17 February 1915 (X7/146).

W. M./Lucy D. McNair and the heirs of Thomas E. Reid (Lillie L., Marjorie B., Ralph B., T. Edgar) sold the land to the National Bank of Herndon "for \$10" on 5 February 1918 (H8/347).



N  
1"=250'

05/282  
25 MARCH 1893  
JAMES/ALMIRA TAYLOR →  
Edwin Detwiler  
5000 sq. feet

0-2080

IID6e: James W./Almira M. Taylor sold about 2 acres of land to Thomas J. Staley of Washington for \$2000 on 28 July 1894 (S5/267). According to the deed a stream flouring mill was on this land.

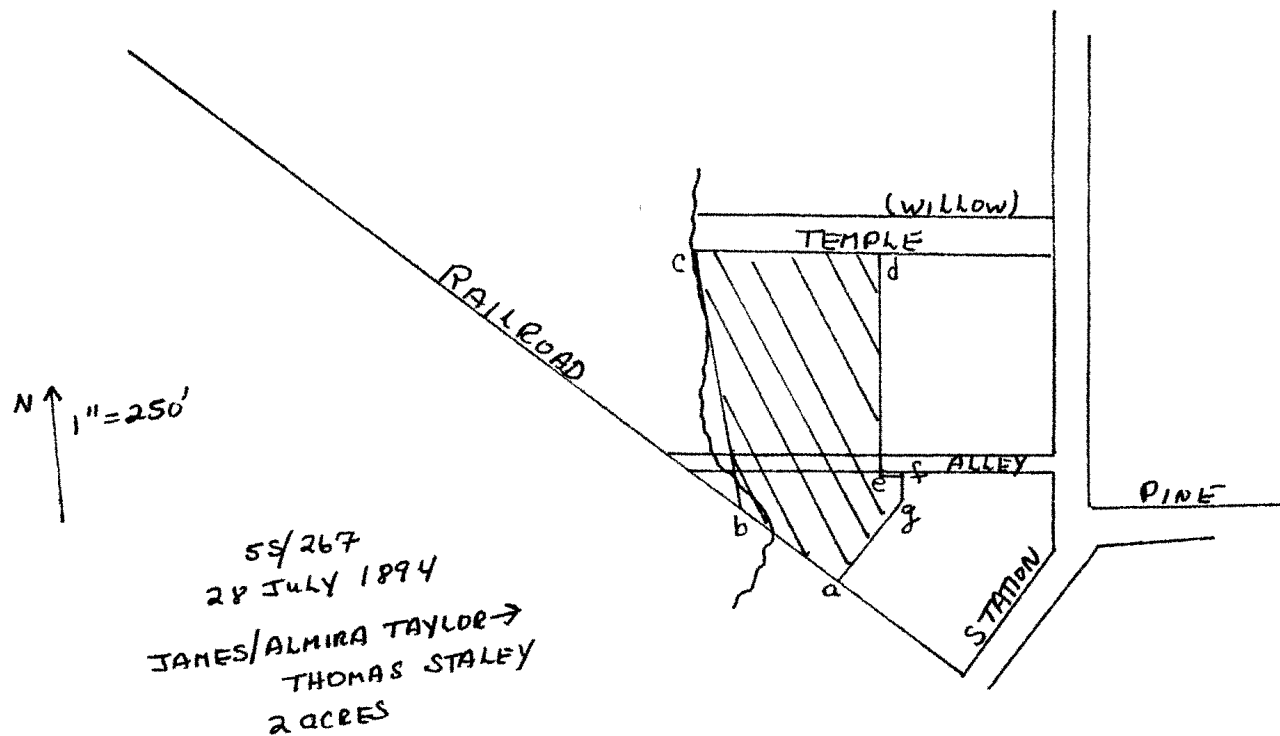
- a: begin at a corner of Bready's lot on the railroad line,
- b: N  $44^{\circ}$  W with the railroad, 13 rods 2  $\frac{1}{2}$  links to a stake,
- c: N  $5^{\circ}$  E 19 rods less 3 links along the center of a stream to a point opposite a large rock in the bank of the stream,
- d: S  $80\frac{3}{4}^{\circ}$  E 14 rods, 18 links to a stake,
- e: S  $8\frac{1}{2}^{\circ}$  W 17  $\frac{1}{5}$  rods to a stone,
- f: S  $81\frac{1}{2}^{\circ}$  E 31.5 feet,
- g: S  $8\frac{1}{2}^{\circ}$  W 40 feet,
- a: S  $45^{\circ}$  W 134.5 feet to the beginning,

2 acres.

On the same day as the sale (28 July 1894) Thomas/Georgette T. Staley placed a lien (R5/216) on this land in order to secure a \$1200 debt (\$600 due in 1 and 2 years with 6% interest) that they owed James Taylor. P. B. Buell and E. J. Gresham, as trustees, released the lien on 3 December 1898 (E6/8).

The Staleys sold the "Herndon Mill" lot to Benjamin C. Garrett for \$2500 on 7 January 1895 (S5/305); Staley retained responsibility for the lien.





B-210

Not wishing to be left out of the general "fun" of life, Garrett (unmarried) placed a lien on the land on 1 May 1895 (T5/502). This lien, perfectly written, of course, was intended to protect the Corbett Mill and Machine Company against any conceivable loss of the \$1777 debt Garrett owed them. Edward Corbett and R. H. Troth agreed to act as trustees and to ensure Garrett repaid \$888.50 in 6 and 12 months along with 6% interest. He apparently did so (or at least convinced the right people that he did) for the lien was released on 5 September 1898 (E6/71). When the lien was released, R. Walton Moore had been named as the substituted trustee and Shutters, Wells and Co. had become the holder of the debt instead of Corbett Mill.

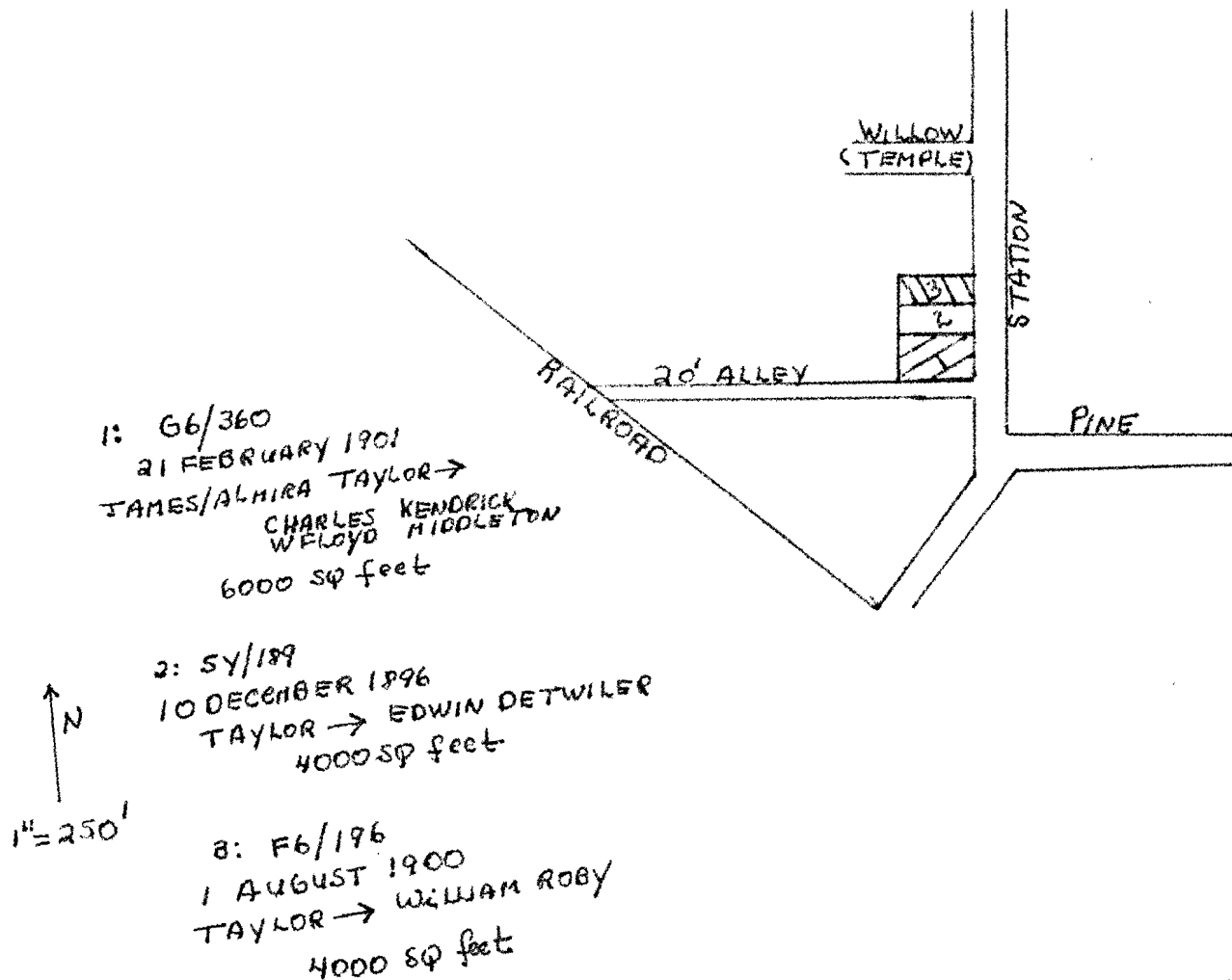
Garrett apparently liked this idea of liens so well that he decided to try again--even before the first lien had been repaid. On 15 July 1895 (T5/605) Garrett asked Granville Garrett of Herndon and John Garrett of Washington, D.C., to act as trustees for a lien designed to secure a \$500 debt (due in 6 months with 6% interest) owed Aaron S. Caywood. Garrett liened this 2 acres plus lot 1 of the Eldenwood Fruit Farm (Chapter C). The lien was released on 30 December 1899 (E6/9).

Tiring of this little excursion into liendom, Benjamin (now married to Nellie A.) sold the 2 acres to Edwin L. Detwiler on 1 September 1902 (K6/406) for \$500.

IID6f: On 10 December 1896 (5Y/189) the Taylors sold 4000 square feet of land to Edwin L. Detwiler of Herndon for "\$150 (or its equivalent)." The land, known as the "Taylor land" was described as:

- a: begin at a point on Station Street 80 feet 3 inches from the northeast corner of Middleton and Detwiler stone house, occupied at present by that firm,
  - b: north along Station 40 feet,
  - c: west, at right angles 100 feet,
  - d: south, at right angles 40 feet,
  - a: east, at right angles 100 feet to the beginning,
- 4000 square feet.

Edwin L./Elvira L. Detwiler of Herndon sold this land to Henry A. Crippen of Herndon for \$1150 on 24 March 1908 (Z6/492). The description is the same as above except ". . . Detwiler and Middleton, on which now stands the stone house occupied by F. W. Huddleston. . . ."



B-213

IID6g: The Taylors, still of Washington, D.C., sold about 4000 square feet of land to William J. Roby of Herndon for \$130 on 1 August 1900 (F6/196).

a: begin at the northeast corner of the lot sold to E. L. Detwiler by Taylor,

b: north along Station Street 40 feet,

c: west 100 feet and right angles to Station,

d: south 40 feet,

a: east 100 feet along Detwiler to the beginning,

4000 square feet.

William J./Mary E. Roby placed a lien on this land on 1 November 1900 (F6/380) in order to secure a \$100 debt (at 6% interest) owed Ben Middleton and due in 3 years. W. F. Middleton, trustee, released the lien on 30 November 1902 (marginal note of F6/380).

The Robys sold the land to Ernest L. Roby for \$220 on 3 January 1903 (L6/667).

E. L./Edith Roby then sold the same land for the same price (\$200) to Henry A. Crippen on 18 February 1907 (W6/204).



IID6h: On 21 February 1901 (G6/360) the Taylors, of Washington, D.C., sold about 6000 square feet to Charles E. Kendrick and W. Floyd Middleton for \$250.

- a: begin on the west line of Station Street, and 20 feet north of the north line of Detwiler's and Middleton's lot,
  - b: west with the line of Station 60 feet,
  - c: west at right angles with Station, 100 feet,
  - d: south and parallel to Station 60 feet,
  - a: east 100 feet to beginning,
- 6000 square feet.

One month later (23 May 1901, H6/199) Middleton (a bachelor) sold his interest in the land to Kendrick for \$800--what a profit!

Charles O./Matilda A. Kendrick of Herndon sold a one-quarter interest in this land to Roscoe S. Crippen for \$100 on 21 October 1903 (6N/632). The land "was improved with a livery stable, blacksmith, and wheelwright shops."





IID6i: On 17 May 1904 (P6/620) James W./Almira M. Taylor sold 2 parcels of land to Henry A. Crippen.

Lot 1

- a: begin at a stone, a corner to the saw mill lot and on the south side of a street,
- b: with the south side of the street S 81° 05' E 228.9 feet to west side of Station Street,
- c: with west side of Station S 70° 55' W 119.9 feet to fence post, corner to Roby,
- d: with Roby N 82° 05' W 100 feet, to corner of Roby,
- e: with another line of Roby and the same course continued with Detwiler and Kendrick S 70° 55' W 139.8 feet to stake on north side of a 20 foot alley,
- f: with north side of alley N 82° 05' W 128.9 feet to a point on the line of saw mill lot,
- a: with saw mill N 70° 55' E 263.7 feet to the beginning,

1.054 acres.

Lot 2

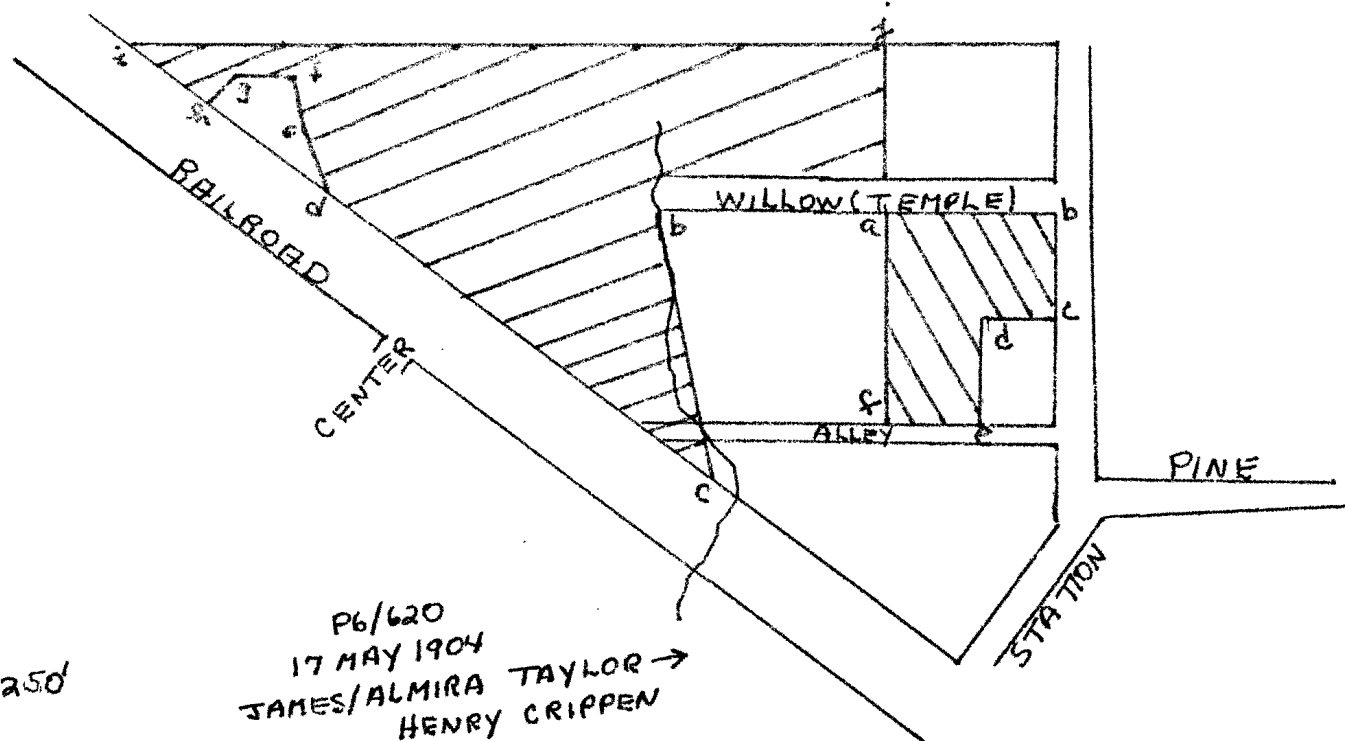
- a: begin at a stake bearing N 81° 05' W 4.8 feet from a stone, the northwest corner of lot 1 and the saw mill lot,
- b: with saw mill lot 81° 05' W (passing through a stone on the side of the Branch at 232.3 feet) 238.1 feet to the middle of the Branch,
- c: with the middle of the Branch S 4° 10' W 307 feet to stone, corner to saw mill lot, on the northeast boundary of the Southern Railway,
- d: with northeast boundary of railway N 44° 46' W 556.7 feet\* to corner of lot sold by Taylor to the railway and used by said company for a "Y",
- e: with that lot N 20° 41' W 94.6 feet,
- f: N 8° 46' W 90 feet,
- g: N 80° 51' W 79 feet,
- h: S 45° W 45 feet to northeast boundary of the right of way,
- i: with northeast boundary N 44° 46' W 130 feet to a stake, corner to Ballou,
- j: with Ballou S 80° 51' E 940.1 feet to stake, corner to Hattie Bready,
- a: with Bready S 7° 36' W 229.3 feet to beginning,

5.278 acres.

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\*This distance is incorrect. In order for the segment 'cd' to go from "the branch" to the "Y" (which is assumed fixed by IID6c) it must be about 600 feet. Notice that this plat is not drawn to scale so other maps (hopefully drawn correctly) have had to be used.

N  
↑  
1"=250'



P6/620  
17 MAY 1904  
JAMES/ALMIRA TAYLOR →  
HENRY CRIPPEN  
1.0540 ACRES  
5.2780 ACRES

8-220

Henry A./Luvenia V. Crippen immediately (17 May 1904) placed a lien on this land to secure a \$450 (at 6%) debt due the Taylors in 2 years (P6/487). Thomas E. Reed, trustee, released the lien on 30 May 1906 (U6/241).

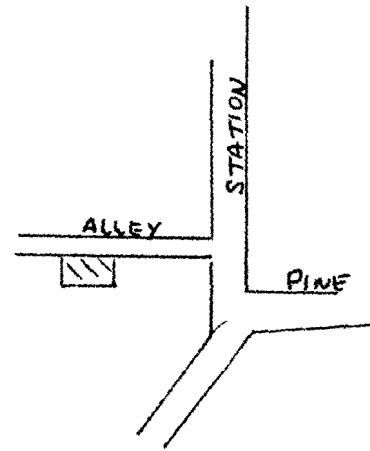
IID6j: James and Almira sold the last of their land to Joseph E. Moffett of Herndon for \$50 on 9 June 1906 (563/420).

- a: begin at the southeast corner of E. L. Detwiler and W. F. Middleton on the west side of Station Street,
  - b: north along Detwiler 40 feet,
  - c: west, at right angle, 75 feet to the mill yard,
  - d: south along the east line of the mill yard 40 feet to Haines and Sweetzer,
  - a: east, with Haines and Sweetzer 75 feet to the beginning,
- 3000 square feet.

Even though the deed of sale was notarized on 12 June 1906 it was not received in the Fairfax County Circuit Court clerk's office until 11:43 a.m., 17 July 1947! This accounts for the deed being in such an odd deed book--563, and also why the sale is not indexed in the 1866-1932 books but rather in the index covering 1947-1956.

N  
1" = 500'

563/420  
9 JUNE 1906  
JAMES/ALMIRA TAYLOR →  
JOSEPH MOFFETT  
3000 SQ FEET



B-223

IID7: Now having finished this long diversion into the Taylors' purchase, we can return to the exciting adventures of Ancel and Isabella. The St. Johns sold 2 parcels of land to Sarah A. W. Downing of Washington, D.C., for \$300 on 24 August 1868 (I4/441).

Lot 1

- a: begin on Elden St. at the southwest corner of the block\*  
at Grace and Elden,
  - b: north along the east side of Grace 417.4 feet to Vine,
  - c: east along Vine 208.7 feet to the center of the block,
  - d: south and parallel with Grace and Center Streets, 417.4  
feet to Elden,
  - a: west along Elden 208.7 feet to the beginning,
- 4 village lots or 2 acres.

Lot 2:

- a: begin on Spring Street 104 feet, 4 inches north of  
Elden,
- b: north along Spring 104 feet, 4 inches,
- c: west and parallel to Elden 208 feet 8 1/2 inches to  
center of block,

---

\*Throughout St. John's sales there is reference to a survey/map of village lots and blocks by John Donn. This map has not been found; I assume that block here refers to one of the blocks of the survey, not a town street.

d: south and parallel to Spring 104 feet 4 inches to lot  
sold earlier by St. John to William Van Waters,

a: east 208 feet 4 inches to the beginning,

0.5 acres.



I4/44

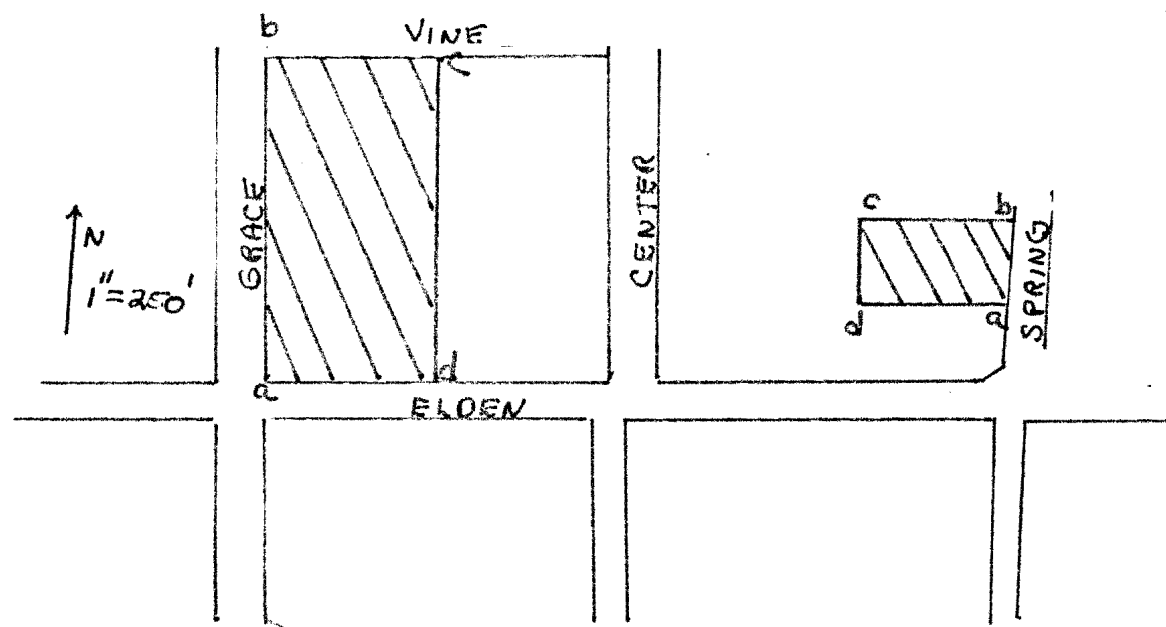
24 AUGUST 1868

ANCEL/ISABELLA ST JOHN →

SARAH DOWNING

20 ACRES

0.50 ACRES



B-225

IID7a: Sarah/Alonzo Downing sold the 0.5 acre parcel to Richard Mahoney of Herndon for \$115 on 8 September 1870 (N4/216).

Richard C./Annie D. Mahoney sold this land to D.C. Mahoney and C. N. Mahoney for \$1950 on 14 March 1907 (W6/253).

IID7b: The Downings sold the four\* village lots to Vinson G. Sears of Herndon for \$300 on 10 March 1870 (L4/180).

Vinson G./Julia A. Sears, now of Ontario, New York, sold the 4 lots to Anna Gordon Valk (S4/171) for \$1500 on 1 March 1875 (a real nice profit--500% in 5 years!).

The Valks (William W. and Anna Gordon\*\*) immediately placed a lien (S4/173) on these 2 acres (i.e., on 1 March 1875) in order to protect a debt of \$1085 due Vinson Sears; they agreed to pay \$50 each 60 days until the debt was repaid--the first installment was due 1 May 1875. If the Valks defaulted for 3 consecutive months, Stephen A. Killam, as trustee, would advertise the land for 4 consecutive weeks in a Fairfax County newspaper and then auction the land to the highest bidder.

This is precisely what happened--the Valks defaulted and Killam sold the land at an auction to Lyman D. Ballou for \$850; Killam transferred the ownership of the land to Ballou on 3 August 1878 (W4/346).

The Ballous (Lyman D. and Eva) then sold these 2 acres to William Urick of Herndon for \$1700 on 24 July 1886 (5F/309).

On 8 May 1915 (W7/529) Mary I. Faber of Washington, D.C., and the sole heir of William Urich sold this land to William Fender for \$3500.

William A./Myrtle D. Fender of Herndon sold the land for \$1000 to W. G./Grace A. Mills on 31 December 1918 (J8/333).

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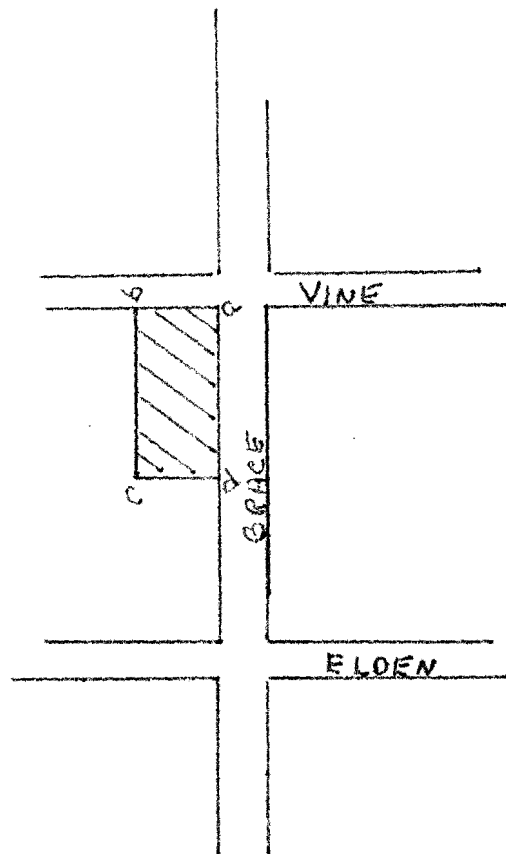
\*L4/180 states that there are 5 village lots; the evidence is overwhelming L4/180 simply made an error--the metes and bounds of L4/180 are identical to lots 1 of I4/441.

\*\*This is unusual--Anna bought the land and, in most instances, all subsequent deeds (of sale or trust) would refer to Anna and William since Anna was the principal owner. This is not the situation with this land--William definitely is mentioned first.

IID8: On 15 February 1869 (J4/405) Ancel/Isabella St. John sold a single village lot (0.5 acres) to Mrs. Sophia P. Johnson of Herndon for \$50.

- a: the lot lies north of the County Road (Elden) and west of the Alexandria, Loudoun and Hampshire railroad. It begins at the southwest corner of Grace and Vine 417 feet 4 inches north of Elden St,
  - b: west along Vine 104 feet 4 inches to Bready,
  - c: south along Bready 208 feet 8 inches,
  - d: east and parallel with Vine 104 feet 4 inches to Grace,
  - a: north along Grace 208 feet 8 inches to the beginning,
- 1 village lot or 0.5 acres.

N  
1"=250'



J4/405  
15 FEBRUARY 1869  
ANCEL/ISABELLA ST JOHN →  
SOPHIA JOHNSON  
0.5 ACRES

B-229

Mrs. Johnson,\* of Washington, sold the land to Conrad R. Bitzer of Herndon for \$100 on 1 November 1883 (C5/575).

Conrad and Sarah K. Bitzer waited awhile, but finally succumbed to the lien disease--on 29 March 1899 (C6/413), they used this 1/2 acre to secure a \$1000 debt due the Mercantile Railway Building and Loan Association of Alexandria, Virginia. John T. Wilkins, Thomas J. Fannon and Anthony W. Armstrong were the trustees.

The deeds were not clear (or, more likely, I did not understand them) as to exactly what occurred a year or so later. For some reason (Bitzer died and his estate defaulted?), the Armour Fertilizer Works instituted a suit against the estate of C. R. Bitzer. In October 1901, the Court decreed that this 0.5 acre should be sold and appointed C. Vernon Ford a special commissioner to do the selling. On 18 August 1902, at a public auction, the Mercantile Railway Building and Loan made the highest bid for the land--\$650. The Court approved the sale in October 1902 with the proviso that Mercantile pay \$75.18 (Court costs and the expenses of the sale) and that Mercantile was then entitled to retain the balance of the purchase price as a credit against the debt owed it by Bitzer (C6/413). C. Vernon Ford actually transferred title to Mercantile on 27 October 1902 (L6/8)--too bad the Bitzers could not have resisted the lien disease longer for look what it did to them as "revenge" for holding out 16 years!

Beware!

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\*The 1878 Hopkins map attributes this land to "Rev. Jno R. Johnson"--whether he was Sophia's husband or Hopkins got the two Johnsons confused is not known.

Mercantile probably did not really want to be a land owner in Herndon for it sold the 0.5 acre to D. W./E. B. Bicksler for \$900 on 14 July 1903 (R6/103).

David W./Ella B. Bicksler of Herndon sold the land (along with another 23,370 square feet) to Amos K./Hattie C. Hall of Herndon for \$1600 on 31 October 1907 (6Y/544).

The Halls sold these 2 parcels to Levi J. Groh of Herndon for \$3000 on 28 February 1912 (M7/153).

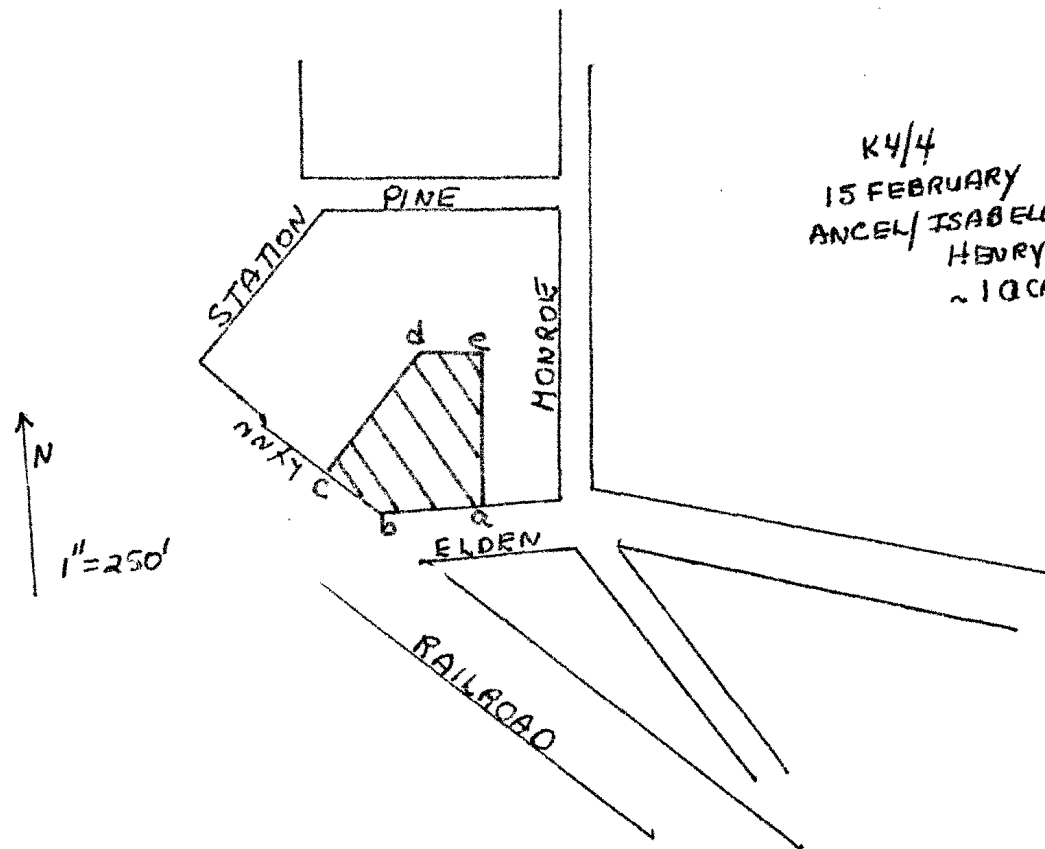
IID9: On 15 February 1869 (K4/4) the St. Johns sold 2 village lots to Henry Bicksler of Dranesville for \$180.

- a: begin on County road 100 feet from original southeast corner of the tract,
- b: west along line of County road 126 feet to its junction with northeast line of Alexandria, Loudoun and Hampshire railroad,
- c: N 46° W along railroad 100 feet,
- d: N 44° E at right angles to railroad 200 feet to stake,
- e: east by straight line "until it shall strike a point 200 feet north from County road and 100 feet west from original east line of track."
- a: south and parallel with original east line 200 feet to the beginning,

2 village lots.

Henry Bicksler died; for some (surely a "good and sound") reason the Courts became involved in the settlement of his estate (this little series of someone dying and the Courts becoming involved is all too common). R. W. Moore was appointed special commissioner in the case of J. F. Bicksler et al. vs W. H. Gunnel and wife and others; S. D. Farr made a survey of Bicksler's property on 2 July 1884; the Court ordered Moore to sell the land (in one deed George C. Dulen is also mentioned as being a commissioner, but he does not participate in any of the sales).





K4/4  
15 FEBRUARY 1869  
ANCEL/ISABELLA ST JOHN →  
HENRY BICKSLER  
~ 10 CRE

B-233

Lot 1: John H. Johnson became the owner of this land on 14 July 1884\* (D5/314) after paying \$850 and having the Court approve the sale in its June 1884 term; R. W. Moore was the person who legally "sold" the land to Johnson.

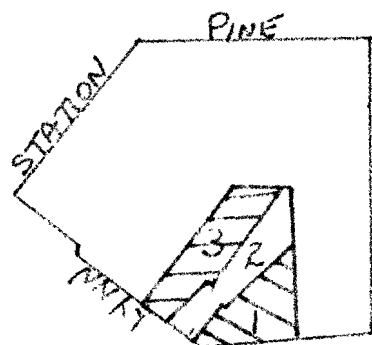
- a: begin at the corner of E. Dyer on the County road leading to Frying Pan Church,
- b: with the road S 86 1/4° W 126 feet to the Washington, Ohio and Wilmington railroad,
- c: with the railroad N 45 1/4° W 26 feet to an alley between lots 1 and 2,
- d: up the center of the alley N 45° E 64 feet,
- e: S 43 1/2° E 4 1/2 feet to a peg in the rear of the building on lot 1,
- f: with lot 2 N 54 1/2° E 129 feet to a stake in Dyer's land,
- a: with Dyer S 5° W 130 feet to the beginning.

Amongst the County records of this Court case is a description of several lots in Bicksler's estate; this might have been a report to the Court by a commissioner of the Bicksler estate. This lot, according to the report, "contain[ed] about - 1/2 acre with a good frame house (the best of

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\*At least no one can accuse Herndonites of discriminating even before it became against the law; as mentioned several times, the lawyers and Court clerks worked on 1 January in these olden days; not ones to work only on U.S. holidays, they obviously did not feel Bastille Day deserved a day of rest either.

N  
1" = 250'



1: DS/314  
14 JULY 1884  
R.W. MOORE (for the COURT) →  
JOHN JOHNSON  
0.5 ACRE

2: FS/615  
19 NOVEMBER 1886  
R.W. MOORE →  
MARY LEONHARDT  
0.25 ACRE

3: SD/313  
14 JULY 1884  
R.W. MOORE →  
JOHN HURST  
0.25 ACRE

24-2-80

the lot) with a No. 1 store room and shed room attached[.] a good location for business with 2 rooms down and 4 up stairs[;] used as a dwelling[,]  
also stable on the lot. The above is now used by Arthur Wrenn as store and dwelling."

John H./Jane E. Johnson kept the land for two years before selling it to Mary E. Leonhardt (wife of Jacob) and James Leonhardt, trustee (for whom?) for \$1100 on 13 August 1886 (5F/185).

For the conclusion of this saga, please turn to the history of lot 2.

Lot 2: Moore sold lot 2 to Mary E. Leonhardt of Fairfax County for \$300 at a private sale on 6 October 1886; the Court approved the sale in its November 1886 term and Moore transferred the title to the land on 19 November 1886 (5F/615).

- l: begin at a stake in the center of alley and a corner to Johnson (now Leonhardt),
- m: with Johnson N 45° E 64 feet to a peg,
- n: S 43 1/2° E 4.5 feet,
- o: N 54 1/2° E 129 feet to stake in line of Dyer and corner to Johnson,
- p: with Dyer N 50° E 70 feet to stake, corner to Dyer,
- q: with Dyer N 82° W 14 feet to stake, corner to J. H. Hurst,
- r: with Hurst S 43° W 173 feet to offset opposite on alley,
- s: N 42 1/2° W 3 feet to center of alley,
- t: S 54° W 64 feet to line of said road,
- l: with road S 45 1/2° E 27 feet to beginning.

The Court report states that the lot "Will contain about 1/4 acre with frame building in fair condition containing eight 8 rooms[;] has been used for a [?] house and now occupied by Mr. Lynn as a dwelling."

Thus in November 1886 Mary Leonhardt (jointly with James Leonhardt for lot 1) owned 2 lots of J. H. Bicksler's original purchase from Ancel St. John. Rather than separate these, the two lots will be treated as a single parcel:

- Mary E. Leonhardt (wife of Jacob) and James Leonhardt, trustee sold part of lot 1 (F5/185) to Elizabeth Leonhardt\* (unmarried) for \$100 on 18 June 1898 (B6/60):

- a: begin at the southern corner of E. Dyer on Washington Street,
- b: with Washington west 45 feet,
- c: north 200 feet to corner with Dyer's back lot and B. A. Mankin,
- d: with Dyer east 21 feet to corner with Dyer,
- a: with Dyer south 200 feet to the beginning.

Elizabeth still owned the land when she died. Her will, dated 8 February 1952 (WB44/120) left the land to her niece, Theodora North Filly (Mary M. Leonhardt's daughter).

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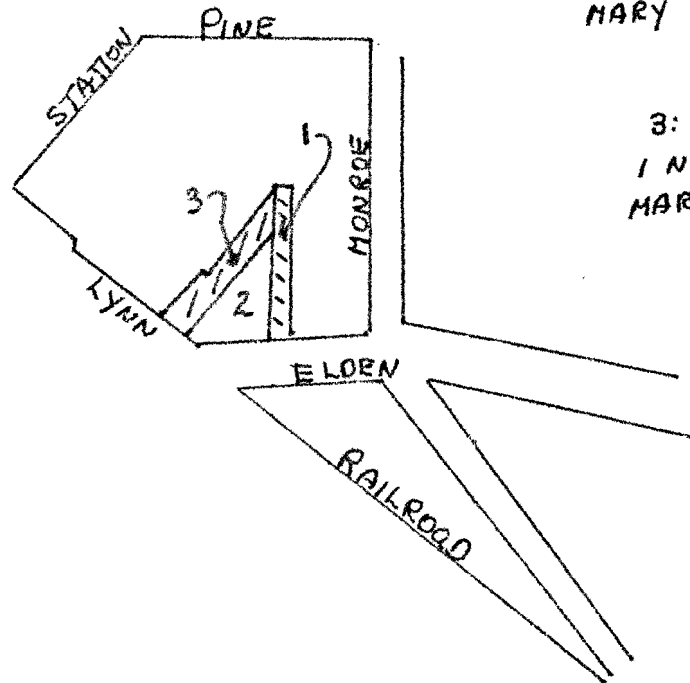
\*The deed uses M. Elizabeth but E7/202 which lists Mary E's heirs has no M. Elizabeth, only an Elizabeth; in addition, Mary North sells land to Elizabeth Leonhardt in 1929 (see below) adjoining this lot. This suggests that the "M" is incorrect and Elizabeth is correct. Possibly the "M" is the result of confusion between Mary E. and her daughter Elizabeth.

1: B6/60  
18 JUNE 1898  
MARY / JAMES LEONHART →  
ELIZABETH LEONHART

2: 7E/202  
1 OCTOBER 1909  
MARY LEONHART'S HEIRS →  
RUTH BISSETT

3: 7E/476  
1 NOVEMBER 1909  
MARY LEONHART'S HEIRS →  
MARY NORTH

N  
1" = 250'



B-237

- Mary E. Leonhardt died and left as heirs Mary M./J. B. North of Snow Hill, Maryland; James F./Mary E. Leonhardt of Philadelphia; Samuel C./Katherine Leonhardt of Oakville, California; Elizabeth Leonhardt (single) of Portsmouth, Virginia; Ada E./L. M. Rice of Seattle, Washington; Elbert Leonhardt (bachelor) of Seattle; William Leonhardt (single) of Seattle; and Merrill/Alma Leonhardt (son of John P. Leonhardt, deceased) of Georgetown, Washington, D.C. On 1 October 1909 (7E/202) these heirs sold a part of Mary's land to Ruth Bissett of Herndon for \$1200.

- a: begin in the north boundary of Washington Street with the land line (i.e. edge of right of way) of the railroad,
- b: with railroad N 42 1/4° W 27 feet to stake in a sidewalk, running parallel to railroad and 56 feet from its center,
- c: turning 89° 07' to the right N 45° E 181.3 feet to new stake, corner to this lot and 2 other lots of the same land,
- d: turning 229° 47' to the right S 14 1/2° W 149.8 feet passing "over the middle (about) of a well to the face of the line-of-fence now standing on the north boundary of Washington Street,"
- a: with fence S 89 1/2° W 71.6 feet,  
(no size given).

- On 1 November 1909 (E7/476) these same heirs sold the remainder of the land to Mary M. North (wife of Joseph B.) for \$250.

- a: begin at a stake in the land of the railroad and 56 feet from the middle of the track, "the second corner" of land sold to R. Bisset,
- b: with Bisset N 45° E 181.3 feet to stake,
- c: "thence turning N 15° E or about that course to a point described in . . . (recorded F5 page 615) as a corner of S. H. Hurst, in Dyer line,"
- d: with line of F5/615 S 43° W 173 feet to an offset opposite an alley,
- e: N 43 1/2° W 3 feet to center of alley,
- f: S 54° W 46 feet to line of railroad,
- a: with railroad 33 feet from Mankin's line to beginning,  
(no size given).

Mary M. North (widow) sold this land to Elizabeth Leonhardt (unmarried) of Herndon "for \$10" on 1 November 1929 (F11/429).



Lot 3: John H. Hurst bought this land for "\$325 cash;" the sale was approved by the Court during its June 1884 term and the transfer of ownership occurred on 14 July 1884 (5D/313).

- A: begin at a peg in the center of an alley, a corner to lot 2,
- B: with the center of the alley N 45° E 64 feet\* to an offset,
- C: S 43° E 3 feet,
- D: N 43° E 173 feet to a stake in the line of E. Dyer, also a corner to lot 2,
- E: with Dyer N 82° W 63 feet to stake, corner to G. A. Mankin,
- F: with Mankin S 45° W 200 feet to the W, O & W railroad,
- A: with the railroad S 45 1/4° E 50 5/6 feet to the beginning.

According to the same Court report, this lot contains "about 1/4 acre with frame house of six rooms 6 [sic] and 1 room used now as fancy store and occupied by Mrs. M. E. Wrenn[;] also stable on lot."

J. H./Ann V. Hurst sold this land to B. A. Mankin of Fairfax County for \$350 on 8 October 1891 (5L/444).

B. A./Fannie M. Mankin then sold the land to Elma T. Chamblin for \$100 on 19 August 1920 (R8/159).

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\*Should, of course, be N 54° E 64 feet (see lot 2).

IID10: Ancel/Isabella St. John sold 20,000 square feet of land to James W. Corey of Herndon for \$100 on 9 July 1869 (K4/256).

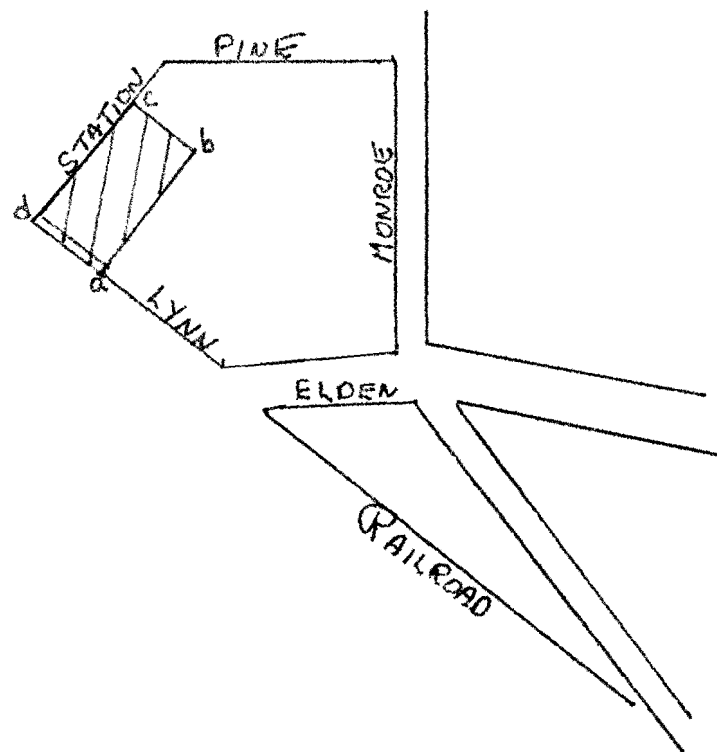
- a: begin on the northeast line of Alexandria, Loudoun and Hampshire railroad at a point 200 feet from the junction of the railroad with the north line of the County Road,
- b: northwest along the railroad 100 feet to a 40 foot street [Station Street],
- c: northeast along the street at right angles to the railroad 200 feet,
- d: southeast and parallel with the railroad 100 feet,
- a: southwest 200 feet to the beginning,

20,000 square feet.

On 15 July 1869 (K4/253) James W. Corey "sold" something to Curtis Burton (for \$1) in trust "to and for the purposes to suffer and permit Charlotte E. Corey and George W. Corey of Herndon . . . to have, hold, use, occupy, possess and enjoy the said premises . . . and the rents, issues and profit of the same, to take, receive and apply to their own sole and separate use and behalf forever." This deed, probably written using a thesaurus, apparently did not sell the ownership of the land or building, only the profits of the business; this is inferred since Corey and his wife Charlotte sold the land 2 years later (if James did not own the land why did he join in signing the deed in 1871) and if George [his son?] owned part of it he should have signed his name in this deed of sale--he did not).

↑ N  
1"=250'

K4/256  
9 JULY 1869  
ANCEL/ISABELLA ST JOHN →  
JAMES COREY  
20000 sq feet



B-242

The Coreys (James Weed and Charlotte Elizabeth) knew a pretty good deal when they saw one--they sold the same land to Lawrence Hindle (or was it that Hindle did not recognize a bad deal) on 15 February 1871 (N4/324) for \$632.50--two years and 532% profit! (possibly Corey constructed a building to increase the value so much).

Maybe, just maybe, the Coreys were not so bright (or were they too bright?): Lawrence Hindle drove all the way to the Courthouse just to sue Corey. Hindle must have had some reasonably convincing arguments, for the Court decreed in November 1882 that after Hindle had paid \$316.25 (plus interest from 15 February 1871) to Corey's attorney, H. W. Thomas, the 20,000 square feet would belong completely to him. Hindle paid the money and on 28 April 1883 (5C/203) R.W. Moore, special commissioner of the Court, transferred the title of the land to Hindle. Since the deed mentions both K4/253 (Corey's lien on the land) and N4/324 (Corey's original sale of the land to Hindle), and since Hindle was ordered to pay interest from 15 February 1871 (the date of N4/324), possibly what occurred was that Corey's lien was never released; Hindle, therefore, never had clear title to the land, Hindle sued Corey to get clear title, the Court ordered Hindle to pay off the lien and the "excess" money (\$316.25) to Corey; the Court then, in effect, released the lien by giving Hindle absolute title to the land. Whatever prompted the sequence of events, on 28 April 1883 the land belonged completely to Hindle.

IID10a: Sometime around 1871 Lawrence Hindle and Ancel/Isabella St. John made some form of deal--possibly St. John had agreed long ago to donate some of the land he had sold Corey to the Town and to compensate Hindle for this little oversight in the deeds, St. John agreed to give Hindle an offsetting piece of land. The land St. John sold Corey was flush with the other property lines along the railroad right of way (now Lynn Street); on 1 April 1871 (B5/280) Ancel/Isabella St. John, now of Lambertville, Hunterdon County, New Jersey, agreed to give Lawrence Hindle 2000 square feet of land "in consideration of 30 foot in width to be given by Hindle for a public tract along the railroad and in front of lot so conveyed." This swap of land must be the origin of the reason that the Herndon Hotel (which used to be where High's Dairy Store is now) "juttet out" onto Lynn Street--it did not jut, the other stores recessed.

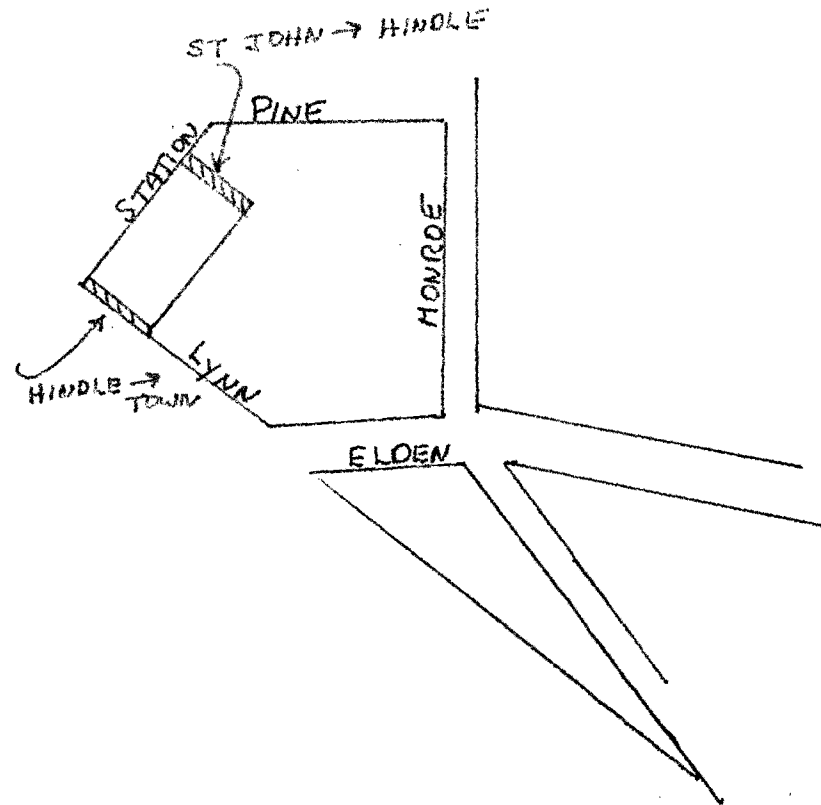
- a: begin at northeast corner of village lot on Station Street formerly sold by St. John to James W. Corey (now Lawrence Hindle),
- b: along southeast line of Station Street 20 feet,
- c: southwest and parallel with Station Street, 20 feet,
- a: northwest along line of lot sold Corey 100 feet to beginning,

2000 square feet.



1"=250'

BS/280  
1 APRIL 1871  
ST. JOHN-HINDLE-  
TOWN  
EXCHANGE



B-245

IID10b: On 1 December 1894 (U5/243) Mrs. Ann J. Hindle\* (Lawrence's widow and heir--see B6/677) sold 6000 square feet of land to Mrs. Annie Reed for \$300.

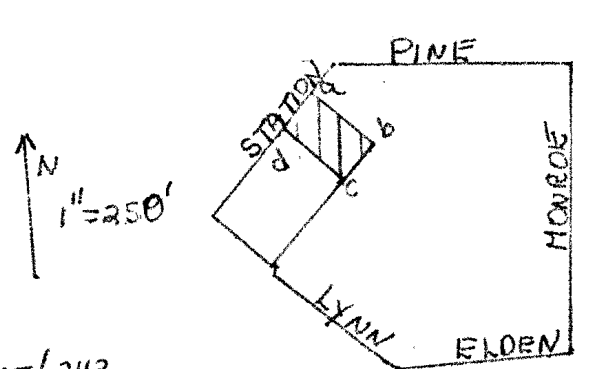
- a: begin on Station Street, a corner to Mrs E. V. Oliver  
(now Thompson),
- b: with Oliver 100 feet to B. A. Mankin,
- c: with Mankin 60 feet,
- d: west and parallel with first line to Station Street,
- a: with Station 60 feet to the beginning,

6000 square feet

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\*Hindle probably died in the summer of 1886, for his will is dated 13 July 1886 (WBE2/296) and the inventory of his estate is made in November 1886 (WBE2/333). In his will, according to the inventory of his possessions (WBE2/333) his house and lot were worth \$800, while the adjoining house and lot were worth \$400. Another house and lot adjoining the adjoining lot were also appraised at \$400 and was said to be occupied by R. Williams on 15 November 1886. Hindle left his house and lot to his wife, Ann J. The land is referred to as being the land he bought from James Weed Corey and is the "land now occupied as a store and dwelling together with a yard and garden adjoining the property of B. A. Mankin."

U5/243  
1 DECEMBER 1894  
ANN HINOLE → ANNIE REED  
6000 SQ FEET



B-247



As a slight diversion, the following vignette is offered: E. W. Presgrave and A. G. Hutchinson "purchased of W. J. Roby of Herndon, Virginia, the stock of goods kept by him in the Hindle store in Herndon, Virginia" (D5/245). In order to complete this little transaction Presgrave and Hutchinson borrowed \$2000 from J. T. Presgrave on 1 April 1884; they apparently promised to repay the debt by 1 May 1884 (yes, one month!) with interest. In order to convince the cynical world that they were honorable men and would never default on their legitimate debts, Presgrave and Hutchinson placed a lien on this merchandise on 18 April 1884 (a lien for 12 days?); Romulus Bradshaw was appointed trustee. The provisions of the trust are intriguing:

- Bradshaw would permit Presgrave and Hutchinson "as his agents and under his supervision and control and with the consent in writing of said J. T. Presgrave [to] carry on the business of merchandise with authority to replenish the said stock of goods whenever it shall be necessary."
- To ensure that no one diverts any of this stock to nefarious purposes (i.e., anything other than repaying the debt), monthly reports and accounts shall be submitted to Bradshaw listing all merchandise that was sold from the stock they purchased of Roby or of the replenishment stock as well as all purchases of new merchandise.
- If these monthly accounts are not made, default will be declared and the merchandise auctioned by Bradshaw.

One of the obviously interesting questions is why make a lien for 12 days and if the lien is only for 12 days why demand monthly accounts? Probably the answer is that the \$2000 was due in 1885 or 1886 and the deed simply made an error.

Apparently Roby was using (renting) part of Hindle's store as his own place of business. It is not absolutely clear that Hindle's store was the building Corey sold Hindle, but is assumed so since I do not know where else Hindle might have had a store.

The lien was released on 31 January 1887 (5F/328).

Annie/Charles H. Reed sold this land to Robert Schneider for \$400 on 18 April 1904 (P6/385). For the further adventures of this land see IID10c.

IID10c: Ann J. Hindle sold the remaining 14,000 square feet (officially referred to as 20,000 square feet less the land sold Annie Reed in V5/243) to Robert Schneider for \$3000 on 11 November 1898 (B6/677). The deed states that the sale involved the land with "all buildings" on the land.

Robert/Lollie M. Schneider (now owning all 20,000 square feet\*--see IID10a) placed a lien on this land on 1 January 1909 (B7/213) in order to secure an \$8000 debt owed the Peoples National Bank of Leesburg. Schneider, with W. H. Martin as trustee, agreed to repay \$4000 on 1 July 1909 and \$4000 on 1 October 1909, both with interest. The lien was released, in part, on 12 March 1913 (P7/300).

An interesting addendum to the exciting history of this property is that it contained the Town's post office beginning on 2 August 1909. Robert/Lottie M. Schneider made an agreement with Frank H. Hitchcock, Postmaster General of the United States to house the post office in "all that certain room fifteen feet (15') by forty five feet (45') inside measurement, (less an offset for a rear hall way), on the first floor of the two story and basement frame (wooden) premises, known as Schneider's Building situated on the Northeast side of the right of way of the Bluemont Division of the Southern Railway, opposite the RR Depot (with additional entrances in the rear, and an additional windows on the N.W. side) in Herndon, Fairfax County, Virginia," (D7/327).

The terms of the lease (D7/327) are interesting, and are excerpted below.

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\*The land was officially described as being 2 parcels--the land of B6/677 [20,000 square feet less the 6000 square feet of U5/243] plus the land of U5/243.

"Said room fitted and supplied by . . . [Schneider] with a complete equipment of boxes, fixtures and furniture, together with satisfactory heat and light, heating and lighting fixtures, the requisite water closets, urinals, water, a fire-proof safe with burglar-proof chest etc., (City and Rural delivery furniture not included) and having all of the ways of ingress and egress with all of the rights and privileges thereunto belonging, for the use of the United States, as and for a post office at Herndon, Virginia aforesaid, for, during and until the full end and term of Ten (10) years then next ensuing, from and after the first day of January, A.D., nineteen hundred and nine, or to such part of said Term as the office shall be entitled to an allowance for rent, provided Congress shall make the necessary appropriation from year to year, or authorize the payment of such rental . . . at the annual rate of Two Hundred and eighty dollars (\$280.00) in quarter yearly payments, . . . on the first day of January, April, July and October, . . . .

"[Schneider agrees] to pay all taxes and assessments of every nature, including water rates, . . . and at their own cost and charge to have this lease duly recorded . . . within the time required by any law to render it effective as notice; . . .

[Schneider agrees to] properly protect said office by iron bars, locks, and other adequate means, from entry by force from the outside thereof, and will at all times keep said premises, including the boxes, fixtures (including heating and lighting fixtures), furniture, safe, etc. in good repair and condition, to

the satisfaction of . . . [the U.S. Government] and furnish and supply, at their own expense, without increase of rental, additional boxes, fixtures (including heating and lighting fixtures), and furniture, as the increasing wants of the community may reasonably call for the same, in the opinion of the Postmaster General, and keep such additional boxes, fixtures (including heating and lighting fixtures), and furniture, in like good repair . . . [if Schneider does not maintain the furnishings in good repair] the said premises shall be deemed unfit for use as a post office, and no rent shall be due or payable hereunder until the same shall be put in a satisfactory condition for such use, or this lease may be canceled at the option of the Postmaster General; . . . .

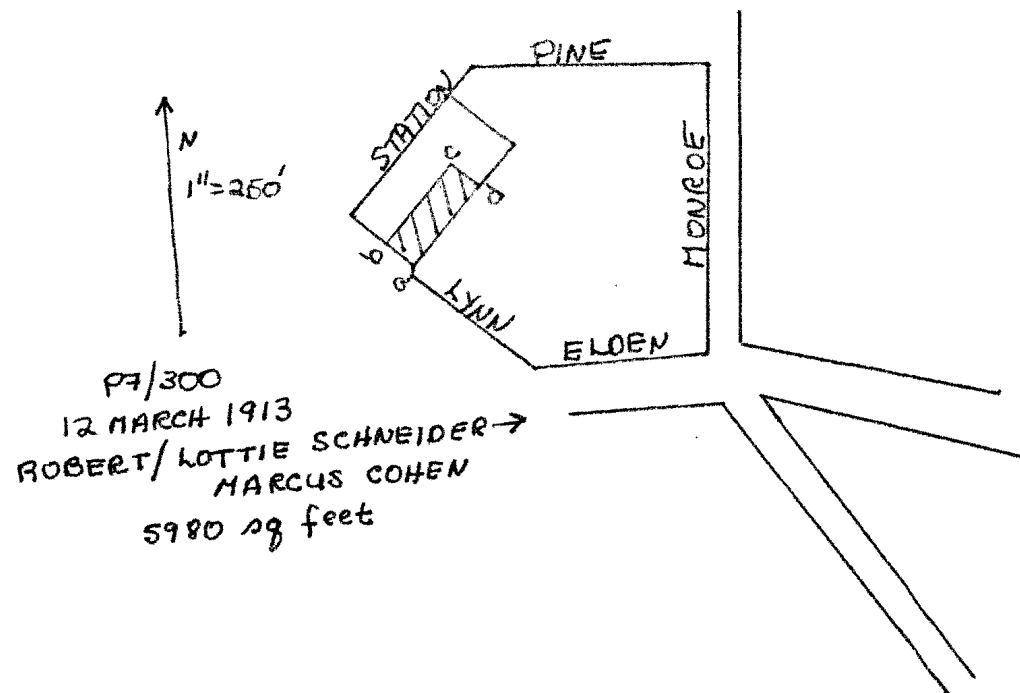
"And it is mutually understood and agreed that whenever said building or any part thereof shall be destroyed by fire or other casualty, or shall, in the Judgment of the Postmaster General, become unfit for use as a post office, this lease may be terminated at the option of the Postmaster General by one day's notice in writing . . . declaring such termination, and no rent shall be payable or claimable after such destruction or termination, or during the period of such unfitness for use, nor until the same be put in a satisfactory condition, . . . ; and it is further agreed that this lease shall cease and terminate whenever the post office for the use of which this lease is made can be moved into a Government building; and that this lease may be terminated whenever, in the discretion of the Postmaster

General the interest of the Postal Service require it, upon giving, at any time, three months' notice. . . . [The U.S. Government agrees] at the expiration of said term of Ten years, peaceably and quietly yield up and surrender the possession of said premises to the said party of the first part, their heirs, executors, administrators or assigns. It is further stipulated and agreed that no member of or delegate to Congress shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon."

IID10d: The building which housed the post office probably was the present Nachman Clothing Store and not the recently (1981) burned building at the corner of Lynn and Station. This inference (aside from direct confirmation by the Nachman family) is drawn from P7/300 (12 March 1913) in which Robert/Lottie M. Schneider sold 5980 square feet of land plus a building to Marcus Cohen for \$5000. The land, according to a 8 March 1913 survey by Alfred Stanton is:

- a: begin at a pipe in front of property and 76 feet from the middle of the railroad track,
- b: southeast, parallel to railroad, 46 feet to Schneiders "southeast line (under the eve of the Hotel porch),"
- c: at right angle and running northeast with Schneider 130 feet to another corner "(inside the present Hotel lot)" marked by stake 2 feet southeast of a pipe,
- d: at right angle, northwest 46 feet to corner "in a shed,"
- a: at right angle going southwest and running between two buildings 130 feet to the beginning.

5980 square feet.



B-2255



In addition to the land, Cohen bought the entire building and the common use of a 10 foot driveway running along the northwest line of Cohen's land and extending back from Lynn Street to a point opposite the northeast corner of building (the road lay on Schneider's land). The lease with the postal service plus "all of the furniture and furnishings, fixtures and equipment" placed in the post office spaces was also transferred to Cohen. Finally, W. H. Martin released this 5980 square feet from the lien of B7/213, so Cohen held complete title to the land.

On 12 March 1913 (P7/303) Marcus/Celia Cohen placed a lien on their land and building in order to secure a \$4000 debt owed Marion E. Simonds. The money was to be repaid within 3 years at 6% interest. Ernest L. Robey and Thomas R. Keith, trustees, released the lien on 11 September 1916 (marginal note of P7/303).

On 4 March 1925 (L9/322) Marcus/Celia Cohen placed another lien on their land; this lien was to secure a debt of \$6000 owed Solomon Nachman. Julius Nachman, as trustee, released the lien on 26 April 1929 (G10/6).

Marcus and Celia sold the land and building to Julius L./Anna Nachman for "\$10 and other valuable considerations" on 26 April 1928 (G10/8). As with Schneider's sale to Cohen, Nachman took over the post office lease and all of the furnishings in the post office spaces. In addition, the Cohens transferred to the Nachmans "all of their right, title, and interest in and to a certain deposit made by Marcus Cohen of Two hundred dollars (\$200) to the Herndon Water Company."

The lease with the Government must have been renewed for a second 10 years while the Cohens still owned the building for not until the 20th anniversary of the lease, 1929, did the Nachmans enter into a lease with

the post office. On 18 February 1929 (L10/123) Julius L./Anna Nachman agreed to the following (excerpted) lease with Harry S. New, Postmaster General:

[The Nachmans and the Government agree to a lease for] All that certain room, . . . 14' 8" x 32' 3" with an extension . . . 18' 5" x 29', inside measurement, on the first floor of the two story and basement, frame premises, known as "The Post Office Building", situated on the North side of Railroad Square, 200 feet from the W. & O. D. Railway Station, with the use of an alley 12 feet wide on the side and another 30 feet wide in the rear, and it is hereby agreed and understood that the alleys will be kept open for the receipt and dispatch of Mails during the term of this lease but that Vehicles either motor or horse drawn are not to go into these alleys. It is understood that the alleys may be used in effecting ingress and egress from and to the Post Office room by the rear entrance, . . . .

"3. [Lease begins] December 1, 1928, and end[s] . . . November 30, 1938; . . . .

"4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by any one other than the Government, such sublessee and the agents and servants of the Government, or of such sublessee.

"5. -----

"6. [The Nachmans] shall furnish . . . A good fireproof safe with burglar resisting chest in accordance with specifications, and all boxes, fixtures and furniture requisite to make the said room or rooms in every way satisfactory for use as a post office. The Lessor [Nachmans] shall keep the said safe, boxes, fixtures and furniture in good repair and proper condition, to the satisfaction of the Post Office Department, The Lessor [Nachmans] shall pay all taxes and water rates, and shall have this lease duly recorded, and shall protect all windows and doors in the workroom by iron bars or wire grating according to requirements. The Lessor [Nachmans] shall furnish satisfactory heating and lighting fixtures; satisfactory heat, water, plumbing and necessary toilet facilities. The Lessor [Nachmans] shall keep the said heating and lighting fixtures and plumbing in good repair and condition during the term of this lease.

"7. The Lessor [Nachmans] shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition . . . except in case of damage arising, from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building.

"8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures,

or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor [Nachmans] shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor [Nachmans] requires such restoration, the Lessor [Nachmans] shall give written notice thereof to the Government ninety days before the termination of the lease.

"9. The Government shall pay . . . rent . . . [at] Nine Hundred Dollars (\$900.00) per annum. Payment shall be made . . . On the first day of January, April, July, and October, . . . or at the end of each month, as the Lessor [Nachmans] may desire.

"10. Whenever any building or part of a building under lease becomes unfit for use as a post office, no rent shall be paid until the same shall be put, in a satisfactory condition by the owner thereof for occupation as a post office, or the lease may be cancelled, at the option of the Postmaster General.

"(a) This lease may be terminated upon ninety days' notice in writing to the Lessor [Nachmans] whenever the Post Office Department shall decide to move the office into a Government-owned building which shall have been provided for it.

"(b) This lease may be terminated upon ninety days' notice in writing to the Lessor [Nachmans] whenever, in the judgment of the Department, the growth of the service at that office renders additional room necessary and the Lessor is unable or unwilling to furnish suitable and sufficient additional space at an additional rental satisfactory to the Department.

"11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company. Paragraph 5 was eliminated before signing."

Notice that even in 1929 the world was not totally enlightened: Julius and Anna appeared before a notary public [H. B. Mitchell] on 18 February 1929 and "acknowledged that they signed, sealed and delivered the [lease] as their free and voluntary act for the uses and purposes therein set forth." In addition, just as in the old days: "And on the same day also voluntarily appeared before me Anna Nachman, wife of the said Julius L. Nachman, to me well known as the person signing said lease, and in the absence of her husband, said wife declared that she has of her own free

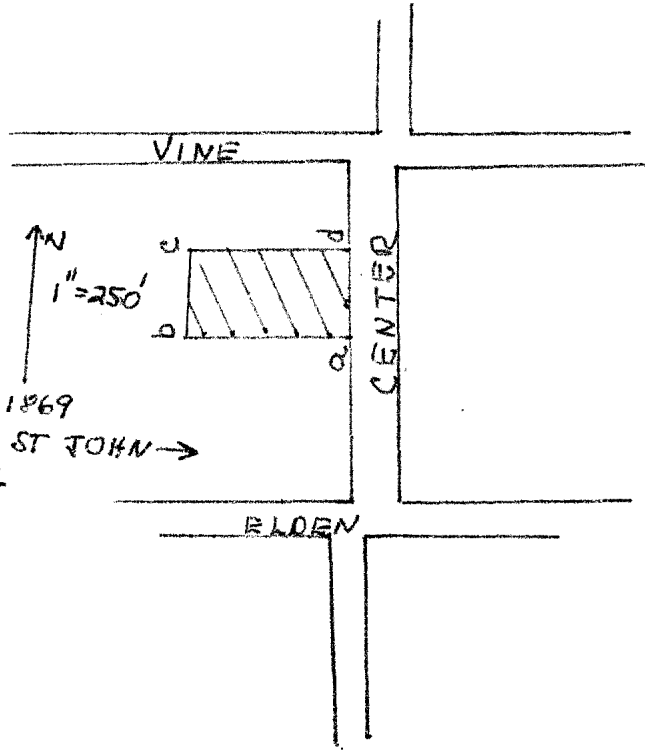
will signed and sealed the foregoing lease for the purposes therein contained and set forth including the release of Homestead and dower therein, of which she had full knowledge, without compulsion or undue influence of her said husband." Women are still not quite equal!

IID11: On 30 December 1869 (L4/515) Ancel/Isabella St. John gave the Town of Herndon 0.5 acres of land for a school house.

- a: begin at a point 208 feet 8 1/2 inches north of the center of Elden Street and along the west side of Center Street,
- b: west and parallel with Elden 208 feet 8 1/2 inches,
- c: north and parallel with Center and Grace 104 feet 4 inches,
- d: east and parallel with Elden and Vine 208 feet 8 1/2 inches, to Center Street,
- a: south along Center Street 104 feet 4 inches to the beginning.

21,775 34/144 square feet.

LY/SIS  
30 DECEMBER 1869  
ANCEL/ISABELLA ST JOHN →  
TOWN OF  
HERNOON  
0.5 ACRES



B-262



The deed is rather interesting\* in that it was not signed until 30 December 1869 even though the School was built in August 1868\*\* and because the trustees noted in the deed of sale (W. A. Van Dusen, Benjamin Caywood, Benjamin W. Clark, John P. Raub and B. Harris Bready) do not correspond to the Trustees appointed, according to the School Association minutes, for 1869.\*\* Since the Trustees for 1870 are not listed in these minutes,\*\* possibly the signers of the deed on behalf of the School Board were appointed early and were actually the trustees for 1870.

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\*No one with any knowledge of Herndon's history and who ever wants to obtain a copy of this little foray into Herndon's early doings would disagree with this--especially since the school lot and school building are now the home of the illustrious author.

\*\*The original minute book of the Town's School Board still exists; the information in this book makes a quite convincing argument for the original (back) part of the school being erected in August 1868.

\*\*\*The minutes list the following trustees:

1868:  
Ancel St. John, appointed President of the Association  
(2 December 1868)

1869:  
A. St. John  
Curtis Burton  
C. Gilbert

1871:  
William A. Van Dusen  
David Farnham  
Lawrence Hindle

1872:  
William A. Van Dusen  
G.L. Howard  
Lawrence Hindle

1875:  
W.B. Averil  
W.A. Van Dusen  
I. Bready

The deed (L4/515) signed 30 December 1869 between Ancel and Isabella St. John was rather explicit in its purpose:

- the land was ". . . for the maintenance, support and perpetuity of a Public School for the diffusion of knowledge among the children of men, . . ."
- the land was donated by the St. Johns since it was given ". . . for and in consideration of the love and affection, . . ."
- Herndon displayed a clear intention of making its school public and non-denominational: "In trust nevertheless upon the trusts and to and for the interests, uses and purposes hereinafter limited, described and declared, that is to say to hold in trust forever the above described premises to and for the use of a Public School for the diffusion of knowledge among the progeny of men regardless of any particular religious faith."
- the deed even provided for the management of the school: ". . . call [a] meeting of the contributors to the building . . . at least once in each and every year for the purpose of electing by ballot one or more Trustees who shall have the general supervision over said school and school building."

As with everything that is important or of interest, there are always unresolved questions to provide a little stimulus to do a little more research:

- on 17 January 1870, (i.e., after the deed was signed) the School Association minutes reflect the holding of a meeting ". . . for the purpose of examining and deciding a new deed for the school lot as the old one was not satisfactory. The new deed was read and on motion it it [sic] was agreed that the secretary be directed to send it to Mr. St. John and have it executed." What was "not satisfactory," what became of this action and why complain about the deed within a month after it is signed?\*
- in the School Association minute book a draft of a deed between the School Association and the St. Johns was found; the deed was merely stored inside the back cover and was not part of the minutes and differs from the executed deed in several ways:
  - the sizes of the lot to be given the school is different: 20,905 114/144 square feet in the undated deed and 21,775 34/144 square feet in the signed deed,
  - the unsigned deed is missing the phrases: "And the said parties of the second part and their successors in office shall call a meeting of the contributors to the building of the school house, their heirs or representatives at least once in each and every year for the purpose of electing by ballot one or more Trustees who shall have the general supervision over said school

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\*No second deed has been found in the County deed books.

and school building. In witness whereof the said parties of the first part have hereunto set their hands and seals this day and year first above written."

- Is it possible that this unsigned deed is the one found "not satisfactory" or is it simply an early draft?,

For whatever the reasons were, Herndon and Fairfax County agreed that the school would become part of the Dranesville District school system. This occurred sometime before October 1875 since on 7 October 1875, the School Association "... agreed to transfer their their [sic] interest in in [sic] the school lot to the district trustee." Apparently in order to do this the Courts had to condemn the land\* for in April of 1876 the County Court "... ordered that the proceedings heretofore taken in this cause be set aside and that Wm. H. Bates, Robert C. Neuman, John B. Coleman, John W. Orrison and Benjamin Higgs . . . go upon the piece of land . . . and ascertain what will be a just compensation for said land and for the damages to the residue of land beyond the peculiar benefit to be derived in respect to such residue . . . shall meet [to determine compensation] . . . 6th of May 1876." (U4/396).

This group met on 6 May 1876 and made their recommendation to the Court and the Court accepted them (U4/394) during its June 1876 session. The major recommendation was "... that for said part and for the residue

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\*The Courts seem to have to intervene in the sale of Church land and school lands---possibly the nature of these organizations and their colloquial/public nature require an impartial observer to agree that the interests of the public/congregation are not being injured by the sale.

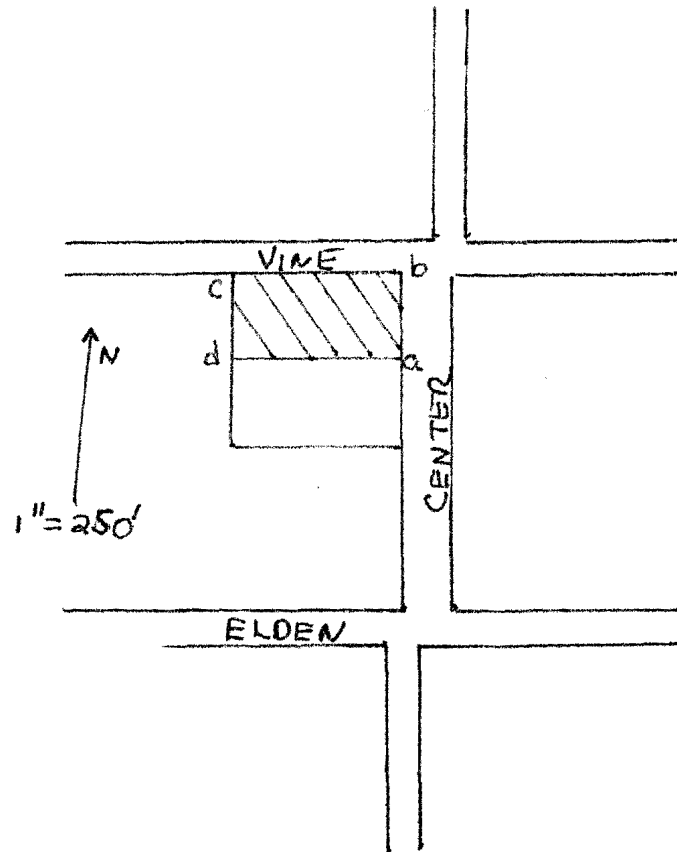
of the tract beyond the peculiar benefits to be derived in respect to such residue for the work to be constructed, \$1.00 will be a just compensation" (U4/396). The Court ordered the dollar to be given to the school for its use.

The school property was enlarged on 18 May 1904, (P6/500) when Edward St. John (executor of Isabella St. John's estate) sold to the school trustees (E. L. Detweiler, E. L. Garrett and G. A. Barnister) an half acre lot adjoining the school lot for \$75.00.

- a: begin at the northeast corner of the school lot,
- b: northerly to Vine Street 104 feet 4 inches,
- c: westerly along Vine Street 208 feet 8 inches,
- d: southerly along Urich 104 feet 4 inches to the corner of the school,
- a: easterly along the north line of the school 208 feet 8 inches to be beginning.

0.5 acres more or less.

For more details concerning the school, its construction as well as its use as a residence after 1912, see "Sara and Don's House" by Donald LeVine.

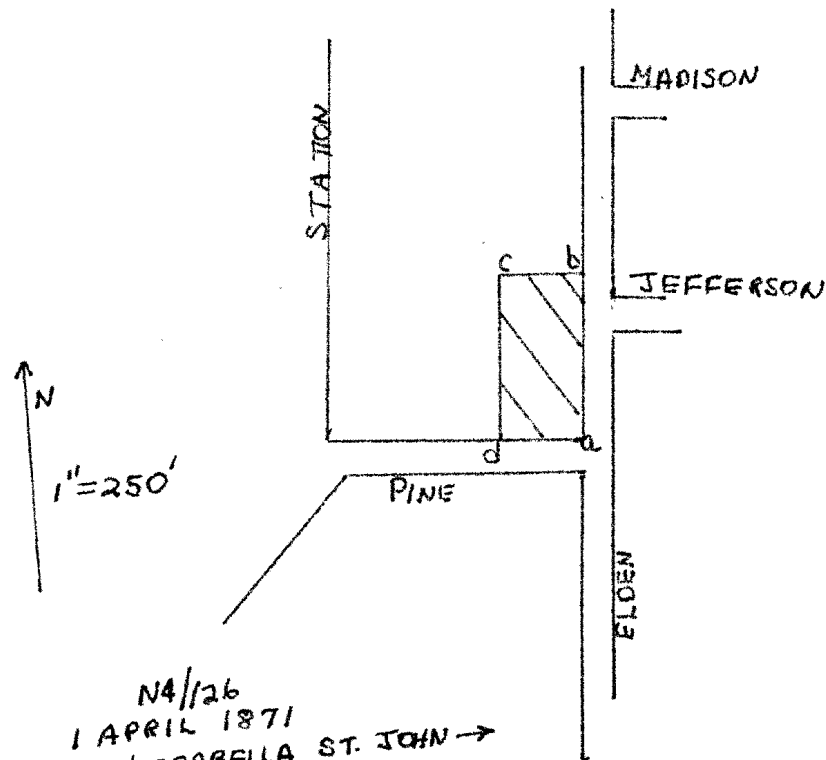


P6/506  
 18 MAY 1904  
 EDWARD ST. JOHN →  
 SCHOOL BOARD  
 0.5 ACRES

B-267a

IID12: On 1 April 1871 (N4/126) Ancel/Isabella St. John, of Lambertville, Hunterdon County, New Jersey, sold 0.5 acres of land for \$100 to W. D. Sweetzer, E. B. Blanchard, and E. D. Farnham, trustees of the Congregationalist Church of Herndon.

- a: begin on the west line of the public road running north to Jenkins Mill and Dranesville from the old County Road at Herndon and a point about 410 feet north of the County Road and at the northeast point on Pine Street where it intersects the public road,
  - b: along public road, north 200 feet,
  - c: west, and parallel with Pine, 108 1/2 feet,
  - d: south and parallel to public road 200 feet to Pine,
  - a: east along north line of Pine 108 1/2 feet to beginning,
- 0.5 acres.



N4/126  
1 APRIL 1871  
ANCEL/ISABELLA ST. JOHN →  
CONGREGATIONALIST  
CHURCH  
0.5 ACRE

B-269



Apparently Congregationalists are greater worriers than the average greedy capitalist. The Congregational Church Building Society of New York lent the Herndon Church \$1000 "to erect or possess a house of worship"; in order to protect this loan a lien was agreed upon on 18 September 1917 (F8/214 and F8/216). The provisions of this lien are intriguing; the church agreed to:

- repay \$100 each year on 1 October with 6% interest,
- use the money only "to erect or possess a house of worship,"
- continue to be an Evangelical Congregational Church,
- maintain public worship with no lapse greater than 1 year,
- make an annual contribution (in addition to the \$100) to the Building Society,
- "perform all acts necessary to preserve its corporate existence unimproved,"
- accept no other lien, mortgage or any encumbrance on the land,
- pay all taxes,
- keep insurance with a company approved by the Building Society and deliver the policy to the Society (i.e., make the Society the beneficiary of the policy).

The Society agreed that as long as the Church followed these provisions, the land shall remain in their possession "as if these [provisions] . . . had not been executed; but if any one of the above is violated, the lien is in default and the entire remaining balance of the debt is payable immediately; if this is not done, the Society will auction the land, the Church and/or the possessions within the Church (for example,

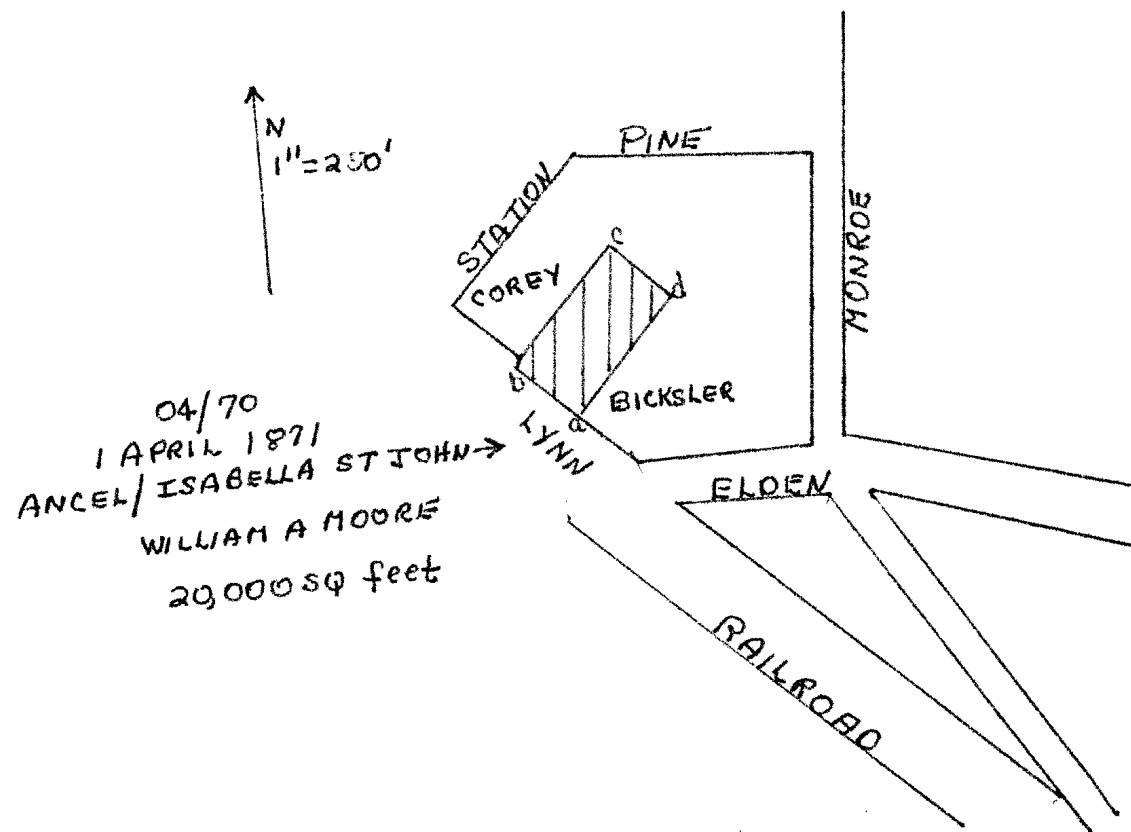
"all fixtures and appurtenances, musical instruments, seats and such other personal property as may be installed in or used in connection with the buildings . . ."). The lien was released in 664/256 (12 November 1948).

On 25 June 1949 (736/24) W. S. Blanchard, George R. Bready, and L. L. Burger, trustees of the Church, sold the land to J. M. Hughes, F. W. Robinson, and R. P. Muller, trustees of the Herndon Presbyterian [sic] Church of Herndon; the sale was "pursuant to" an 11 June 1949 Court order allowing the Congregational Church to sell the land.

IID13: The St. Johns must have loved 1 April 1871 for they did an awful lot of selling on that date--they sold 20,000 square feet to William A. Moore of Alexandria for \$150 (04/70).

- a: begin on north line of Washington and Ohio railroad  
(formerly Alexandria, Loudoun and Hampshire Railroad) at  
a point 100 feet from the railroad's junction with the  
north line of the County Road,
- b: northwest along the railroad 100 feet,
- c: northeast at right angles to the railroad 200 feet,
- d: southeast and parallel to the railroad 100 feet to a  
corner of Bicksler's lot (land sold by St. John to  
Bicksler),
- a: southeast along Bicksler 200 feet to the beginning,  
20,000 square feet.

The Moores (William A. and Carrie A.) of Alexandria sold these 20,000 square feet to Benjamin A. Mankin of Herndon for \$150 on 18 August 1879 (Y4/163).



B-273

Mankin entered business; possibly he had some financial difficulties or he just did not like being a merchant, for on 5 January 1904 (P6/303) he and his wife, Fannie D. L. Mankin, sold "all stocks in trade, fixtures and paraphernalia of trade (excepting shelving, counter and tables) now in and upon and used by the said Benj. A. Mankin in the general merchandise business, conducted by him at store and premises . . ." for \$4500 to Albert T. Walker of Washington, D.C. The deeds provide a glimpse of something interesting occurring but do not add any further information, so it is not clear what happened to Mankin, why this sale to Walker occurred, or just what was going on in Herndon in Mankin's store in 1904.

Sallie L. Holtzshaw of Herndon purchased the lot and buildings for \$4800 on 20 March 1909 (M7/32). The metes and bounds were expressed slightly differently in this deed:

- a: begin on the north side of the railroad, 56 feet from the center of the railroad and at a right angle to the railroad; also at the southwest corner to the lot reserved by B. A. Mankin,
- b: N 42° 50' W 100 feet,
- c: N 46° 45' E 197.6 feet,
- d: S 42° 50' E 100 feet,
- a: S 46° 45' W 197.6 feet to the beginning,

19,760 square feet.

IID14: The St. Johns must have liked to move around, for on 5 February 1872 (N4/84), they were now "of the City of Plainsfield, Union County, New Jersey," but wherever they were, they liked selling land. For \$65 they sold the Reverend J. Ranson Johnson, of Herndon, 0.5 acres of land.

- a: begin at northwest corner of Vine and Grace,
- b: north along the west line of Grace 208 feet 8 1/2 inches,
- c: west, at right angles to Grace, 104 feet 4 inches to Bready's line,
- d: south along Bready 208 feet 8 1/2 inches to north line of Vine,
- a: east along north line of Vine 104 feet 4 inches to the beginning,

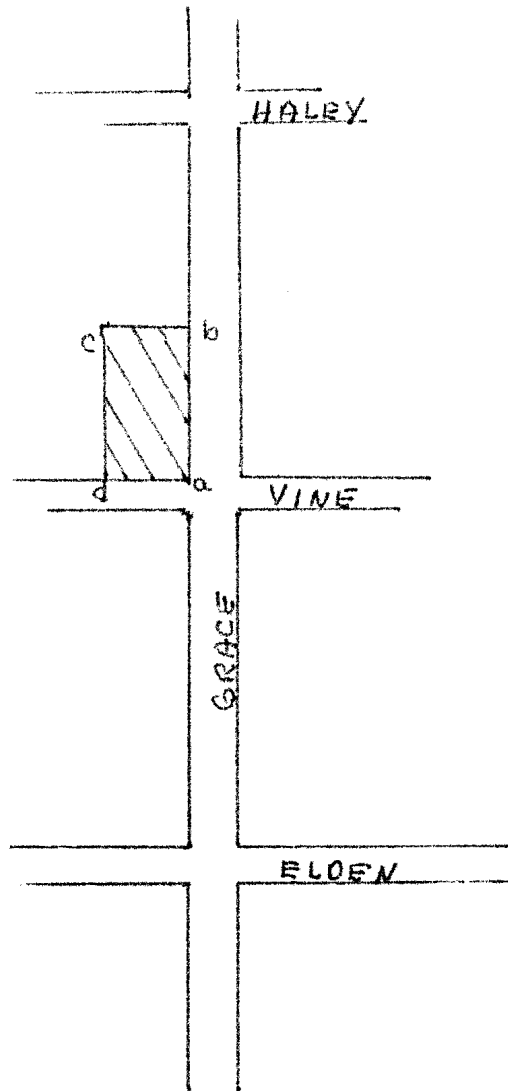
0.5 acre.

J. Ransom/Sophia P. Johnson sold this 1/2 acre to the Episcopal Congregational Church known as St. Timothy's for \$1 on 1 October 1877 (Z4/169).

Stephen Killam, L. D. Ballou, John T. Day, and L. Hindle, as trustees for St Timothy's, sold the land to L.D. Ballou on 7 April 1881 (Z7/387) for \$300.

On 1 March 1916 (Z7/388) Hannah Ballou, widow, and Frank M./Eva S. Ballou (the only heirs of L. D. Ballou) sold this 1/2 acre to Matilda E. Becker of Boston, Mass. for \$700.

N  
1" = 250'



N4/84  
5 FEBRUARY 1872  
ANCEL/ISABELLA ST JOHN →  
J. RANSON JOHNSON  
0.5 ACRE

B-276

IID15: Stephen Killam of Herndon bought 20,000 square feet of land from the St. Johns for \$135 on 5 January 1874 (S4/253).

- a: begin on the County Road at the southeast corner of the farm lately owned by Ansel St. John ("Calyer Farm") and a corner to Nicholas Farr's heirs,
- b: N 5 1/4° E along new County Road leading to Jenkins Mill 200 feet from the north line of said old County Road,
- c: west and parallel to old County Road, 100 feet to land St. John sold Bicksler,
- d: south and parallel to original east line of farm 200 feet to old County Road,
- a: east along north line of old County Road 100 feet to beginning,

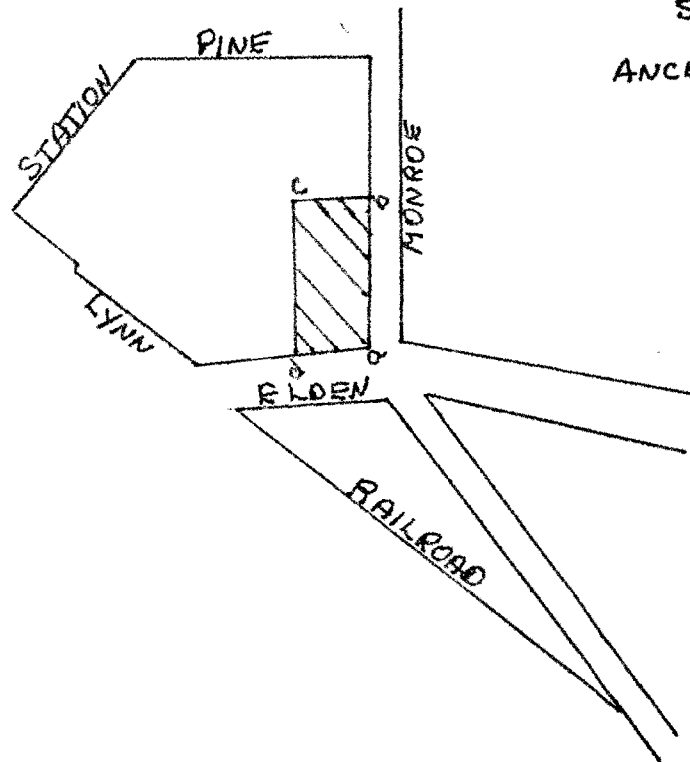
20,000 square feet.

Stephen/Jemmina Killam of Herndon sold this land to Elisha Dyer of Fairfax County for \$150 on 18 April 1876 (U4/6).

Elisha Dyer placed a lien on this land on 17 February 1890 (I5/411) in order to secure a debt of \$325 due Benjamin Middleton in 3 years; W. J. Roby of Herndon, as trustee, released the lien on 10 July 1893 (P5/257).



N  
1"=250'



S4/253  
5 JANUARY 1874  
ANCEL/ISABELLA ST JOHN→  
STEPHEN KILLAM  
20,000 SQ feet

8-278

On 25 November 1907 (W6/162) Elisha Dyer of Herndon sold this land to his wife Mildred for \$600. The purpose of the sale was to "satisfy a claim that the said Mildred H. Dyer lone [loaned] me and was the proceed of her shair [share] that she reseaved [received] from her Father's estate." Presumably this means that Mildred lent Elisha money from her inheritance to buy the land and to repay her, Elisha exchanges the land for \$600, the difference of the lands value and the money Mildred used from her inheritance. The metes and bounds are slightly different than the earlier deeds--the segment along Monroe is given as S 7 1/2° W 184 feet, not 200 feet. Probably a resurvey (or a realignment of Monroe Street) accounted for this difference; using 184 feet provides an area of 19,250 square feet. Mildred died without a will, leaving Edith S. Cummins (wife of Charles F.), Lottie M. [Robert] Schneider, and Herman [Kathryn] Dyer as heirs. These couples sold the land to Ruth O. Williams (also an heir) on 21 September 1923 (E9/462).

Ruth O./Smith John Williams sold this land (along with other parcels) to R. C. Printz on 28 January 1946 (476/520).

The Printzes sold the lands to Robert C. Lowe on 10 July 1946 (498/184).

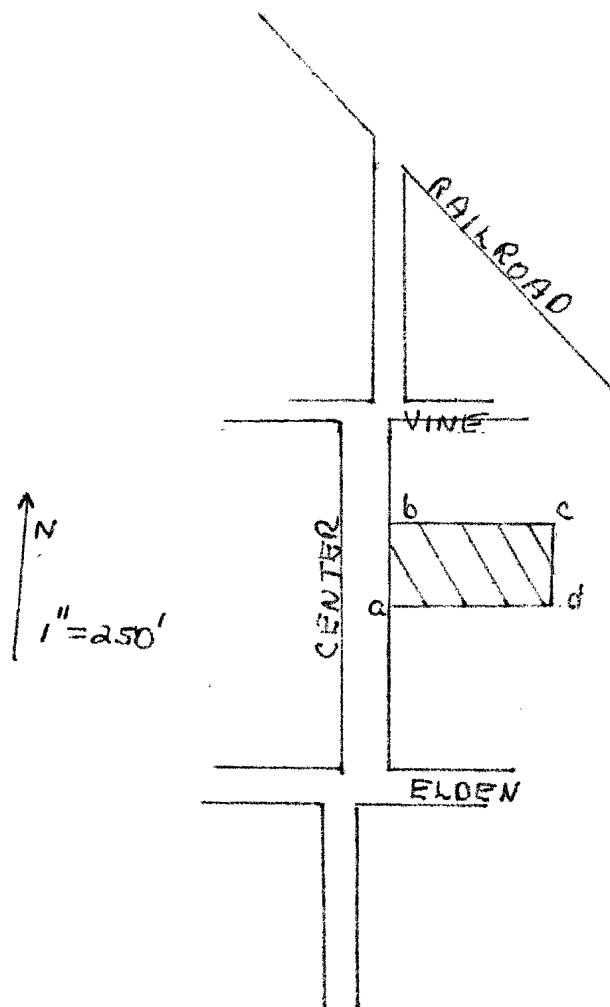
IID16: On 24 July 1875 (S4/424), Ancel/Isabella (now supposedly "of Herndon" sold 1/2 acre to Mrs. Mary Sperling of Herndon for \$75.

- a: begin at a point on the east side of Center Street 417.3 feet\* north of "old County Road or Elden St" as now called,
- b: north along east side of Center Street 104.3 feet,
- c: east, at right angles to Center, 208 feet 8 inches,
- d: south and at right angles 104 feet 4 inches to corner of C. W. Kitchen,
- a: west and at right angles along Kitchen's north line 208 feet 8 inches to the beginning,

0.5 acre.

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\*In error--must be 208.6 feet! If the initial point were not 208.6 feet from Elden the property line could not meet C. Kitchen's land by going 104 feet south. In addition the dimensions of this land did not change through all of its history up until 1981 and in 1981 the beginning point is 208.4 feet north of Elden. (Since 416 = twice 208, possibly someone read a surveyor's scale incorrectly before recording the deed).



S4/424  
 24 JULY 1875  
 ANCEL/ISABELLA ST. JOHN →  
 MARY SPERLING  
 0.5 ACRES

B-281

Mary placed a lien on this 1/2 acre on 23 June 1877 (V4/495) in order to satisfy the powers that be that she would surely never allow C. W. Kitchen to lose the precious \$50 that she owed him; a house was on the land in 1877. William I. Roby, trustee, released the lien on 20 March 1886 (E5/573).

Mary Sperling of Herndon sold the land to Mary M. North of Philadelphia for \$400 on 13 August 1884 (D5/390).

Mary must have really liked the land (and house) for she kept them both until 18 September 1929 (F11/428) when she sold the land to Theodora North Filly of Coral Point, Florida, for \$1200.

Given the times, Theodora was reasonably frugal--she did not succumb to the lien syndrome until 5 June 1935 (U11/357) when she used this 1/2 acre to satisfy the Citizens National Bank of Herndon that she would not vaporize and would actually repay the loan of \$1000 she owed within 3 years at 6% interest. George B. Roby, trustee, released the lien on 19 May 1938 (marginal note of U11/357).

Once she got lienitis . . . Theodore accepted another lien on 10 May 1938 (Z12/270) again to satisfy the Citizens National Bank of Herndon. This time the loan was for \$1500 (at 6%) and was to be repaid \$25 per month starting 10 August 1938. Clearly, the Citizens Bank was merely a pale country reflection of the "big city" financial institutions--instead of using two 2 trustees for its liens, it insisted upon only one--George B. Roby, in this case. The lien was released on 30 November 1938 (marginal note of Z12/270).

Theodora North Filly, widow, sold this 1/2 acre plus her 1/2 interest in an adjacent parcel of land to R.B. Horn "for \$10" on 12 November 1938 (F13/490).

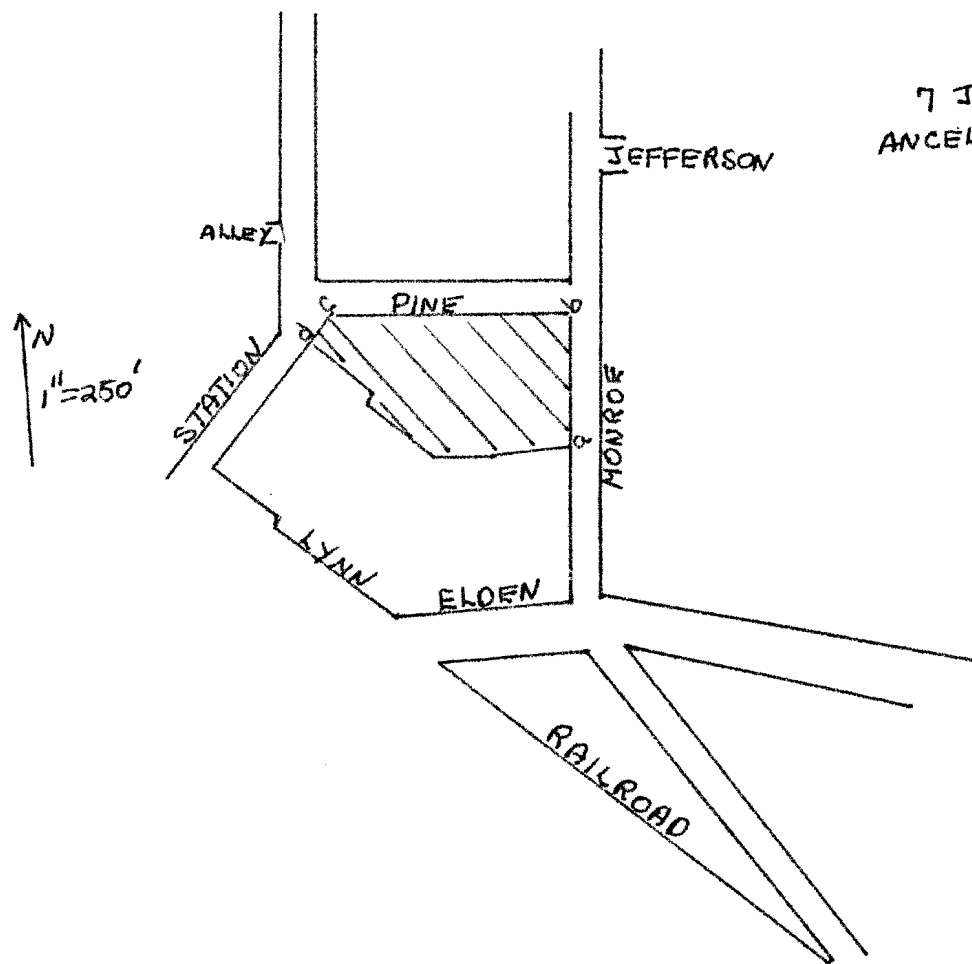
IID17: On 7 January 1879 (A5/8) Ancel/Isabella St. John of Herndon sold 1 acre 13 poles (1.08 acres) to Elisha Dyer of Herndon for \$216.

- a: begin at west side of Monroe St, at the northeast corner of a lot sold by St. John to Killam [IID15] and now owned by Dyer,
- b: north along west side of Monroe 116 feet\* to corner of Pine St,
- c: west at right angles along south line of Pine Street (leaving Pine Street 45 feet wide) 332.5 feet to point in line with Station Street on right and left and southwest,
- d: at right angles, southwest along southeast line of Station to corner of L. Hindle,
- a: thence along lots sold by St. John to L. Hindle [the deed really means James Corey--IID10], Wm. A. Moore [IID13], Henry Bicksler [IID9], and S. Killam (now Dyer) [IID15] to the beginning,

1 acre 13 poles = 1.08 acres

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\*This length must also be an error. According to County tax maps, in order to stretch from Killam to Pine the length along Monroe must be 175 feet. The surveyors (or someone bright) must have recognized this error for the sum of the lengths along Monroe of later deeds (IID17b and g) totals 173 feet. The difference of 2 feet, given my accuracy in drawing, is non-existent--I concede 173 feet vs. 175 feet.



AS/8  
7 JANUARY 1879  
ANCEL/ ISABELLA ST JOHN →  
ELISHA DYER  
1.08 ACRES

B-284

IID17a: Elisha/Mildred Dyer of Fairfax County sold part of this land to Floyd Middleton, also of Fairfax County, for \$90 on 18 April 1883 (5C/204).

- a: begin at a stake on the south side of Pine St and 209 feet from the northeast corner of Dyer's lot,
  - b: along Pine St N  $81^{\circ}$  W 88 feet to Station St,
  - c: with Station S  $46^{\circ}$  W 44 feet to Hindle,
  - d: with Hindle S  $45^{\circ}$  E 100 feet,
  - a: N  $28 \frac{1}{2}^{\circ}$  E 102 feet to the beginning,
- 25  $\frac{1}{6}$  [square] rods = 6852 square feet.\*

This land was described as being the "lower corner of a lot purchased by said Dyer of Ancel St. John. . . ."

W. Floyd Middleton of Washington, D.C. sold this land to Elizabeth V. Oliver of Herndon for \$800 on 31 August 1889 (I5/136). The land is described as being adjacent to "Mrs. L. Hindle, Mrs. Martin [Charles?] Johnson and others"; a two story house was on the property.

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\*5C/204 claims that the size of the land is 25  $\frac{1}{6}$  square rods; later sales of the land (see IID17a1, a2) are inconsistent with this-- they insist that this land is actually 8376 square feet. See later for details and the (flimsy) reasons the author accepts the 8376 figure as being correct.



A: 5F/432  
1 NOVEMBER 1886  
ELISHA/MILORED DYER →  
ALONZO DOWNING  
15,625 sq feet

B: 5F/434  
9 DECEMBER 1886  
ELISHA/MILORED DYER →  
E. L. DETWILER  
4125 sq feet

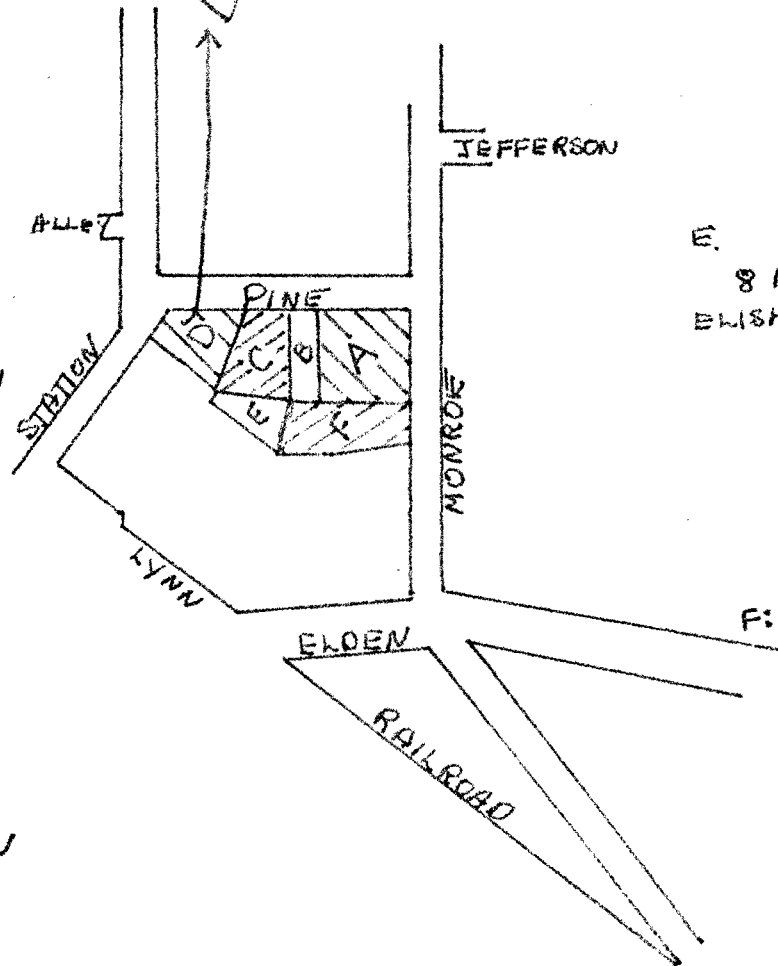
C: W6/157  
25 FEBRUARY 1907  
ELISHA/MILORED DYER →  
ROSCOE CRIPPEN  
7945 sq feet

SV/185  
1 NOVEMBER 1895  
ELIZABETH OLIVER →  
JAMES BOWIE  
4186 sq feet

D: 5C/204  
19 APRIL 1883  
ELISHA/MILORED DYER →  
FLOYD MIDDLETON  
6852 sq feet

E: F8/316  
8 MARCH 1917  
ELISHA/MILORED DYER →  
RUTH WILLIAMS  
3505 sq feet

F:  
15 SEPTEMBER 1917  
ELISHA/MILORED DYER →  
RUTH WILLIAMS  
~7870 sq feet



IID17a1: Mrs. Elizabeth V. Oliver of Herndon sold part of her land to James W. Bowie for \$75 on 1 November 1895 (5V/185).

- a: begin in the center of Pine St 10 feet from Mrs. Charles Johnson,
- b: parallel to and 10 feet from Mrs. Johnson S 27° W 75 feet,
- c: N 44 1/2° W 97 feet to the center of Station,
- d: with Station 10 feet to the center of Pine,
- a: with Pine 100 feet to the beginning,

4186 square feet.

James Bowie placed a lien on this land on 11 November 1895 (V5/235) in order to assure Ben Middleton that he would not lose the \$250 he lent Bowie. C. R. Bitzer, trustee, released the lien on 5 July 1900 (E6/787).

Bowie took out a second lien on his "store and lot" at "Pine and Station St" on 30 July 1896 (G6/647) in order to secure a debt of \$500 due Martha E. Bowie in 5 years. John F. Oliver was trustee, but no release has been found for this lien.

Not to be daunted, James W. Bowie took out another lien on 5 July 1900 (E6/788) with W.F. Middleton as trustee. The lien for which no release has been found, was organized to secure a debt of \$500 owed Ben Middleton.



James Bowie died and the courts got involved again--in its October 1902 term the Circuit Court of Fairfax County decreed in the suit of Sarah J. Davis vs Ben Middleton, et al. that Walter T. Oliver and R. E. Thornton, as commissioners, should sell at private or public sale the land of V5/185. The terms of the sale were to be 1/3 cash, 1/3 due in 6 months and a third in 12 months. The land was auctioned at the County courthouse on 19 January 1903 and Ben Middleton of Herndon paid \$675 for the land. In February 1903 the Court approved the sale and ordered Thornton to transfer ownership to Middleton. He did so on 19 February 1903 (N6/465).

Ben/Hannah R. Middleton of Herndon then sold this land to James Cockerille and W.F. Middleton, both of Herndon for \$750 on 30 March 1906 (T6/405).

James Cockerille (bachelor) and W. F./Bertha C. Middleton of Herndon placed a lien on these 4186 square feet on 31 January 1908 (6Y/412) in order to secure Annie M. Spaulding for a debt of \$800 due in 3 years with 6% interest. E. L. Detwiler, as trustee, released the lien on 8 March 1909 (B7/589).

Cockerille and the Middletons sold the land to Ruth Bissett but before this sale was recorded she sold the land for \$1575 to Lydia M. Kendrick. This little operation was recorded on 26 February 1909 (B7/590).

Lydia M./George M. Kendrick placed a lien on this (and other parcels of) land on 3 March 1909 (B6/591). This lien was supposed to secure a \$1000 debt due William F. Lynn in 2 years and a debt of \$1500 due Anthony Dibrell also due in 2 years.

Just to increase interest the Kendricks took out another lien on 6 January 1910 (E7/442) to secure a \$1000 debt due Loudoun National Bank of Leesburg in 6 months. Edwin E. Garnett was trustee for both liens.

The Kendricks defaulted; the land was advertised in the Herndon Observer for 30 days and auctioned at 1400 (2 p.m.) on 10 June 1911 in front of the Herndon Post Office; the terms of the sale were 1/3 cash, 1/3 due in 1 year and 1/3 due in 2 years. The Loudoun National Bank of Leesburg bought the land but, before a deed was recorded, sold the land to J. J. Darlington for \$3950. All of this was legalized on 29 September 1911 (K7/313).

Darlington died and appointed the National Savings and Trust Company as his trustee in his will dated 14 June 1939 (Will Book 9/353). National sold these 4186 square feet to Roland C./Elva R. Morris for \$2000 on 14 June 1939 (N13/106).

The Morrises then sold this land to Garnett Brooks/Mary Alice Kidwell on 14 July 1975 (4233/295).

IID17a2: Elizabeth V. Oliver, widow, of Herndon placed a lien on the remainder of her purchase from W. F. Middleton on 5 April 1900 (E6/399). This lien, released on 30 November 1902 (marginal note of E6/399) was intended to secure a \$100 debt (due in 3 years with 6% interest) owed Ben Middleton; W. Floyd Middleton acted as trustee.

Elizabeth sold the land to Floyd M. Thompson for \$850 on 16 March 1903 (M6/96).

Floyd died and left this parcel of land to his wife, Linnie, via his will dated 11 June 1908 and probated on 17 August 1931.

Linnie G. Thompson sold this land to Blanche A. Lages on 7 September 1938 (D13/333). This deed claims that the land is 4186 square feet even though this is inconsistent with the amount of land Elisha Dyer sold Floyd Middleton in 1883-- $25 \frac{1}{6}$  (square) rods = 6852 square feet. If Oliver sold 4186 square feet to Bowie on 1 November 1895 there should only be 2666 square feet, not 4186 remaining to sell Lages. Since later deeds seem to insist that 4186 is correct, I will assume that  $25 \frac{1}{6}$  rods was really meant to be  $30 \frac{3}{4}$  rods.

Blanche A./Francis P. (her husband) Lages sold this land to R. C./Elva Morris on 14 November 1938 (G13/168)

The Morrises then sold this to Garnett Brooks/Mary Alice Kidwell on 14 July 1975 (4233/295).

IID17b: On 11 November 1886 (5F/432) the Dyers (now "of Herndon") sold 15,625 square feet of land to Alonzo J. Downing of Herndon for \$310. This land was described as being part of the land St. John sold Dyer and the place "where Dyer now lives."

- a: begin at Pine and Monroe,
- b: along Monroe S 7° W 125 feet to stake,
- c: N 82° W 125 feet,
- d: N 7° E 125 feet to Pine,
- a: S 82° E 125 feet to beginning,

15,625 square feet.

Alonzo J./Sarah A. Downing sold this land to Benjamin D. Detwiler of Herndon for \$310 on 28 February 1888 (G5/492).

Benjamin D./Roberta L. of Herndon sold the land five years later on 23 October 1893 (P5/395) to Edwin L. Detwiler of Herndon for \$325.

B-293



Edwin L. Detwiler died 14 December 1912; in his will (Will Book 6 page 17) he directed his trustees, B. B. Detwiler, C. M. Lawrence, and Imogen M. Detwiler (his widow) to sell certain of his lands. On 31 May 1916 (A8/351) these trustees sold 13,750 square feet of land to V. L. Wheeler for \$1800.

- a: begin at Pine and Monroe,
- b: south along the west side of Monroe 125 feet to a stake and stones,
- c: at right angles, west, 110 feet to stake and stones,
- d: at right angles, north, 125 feet to the south side of Pine St,
- a: east, with the south side of Pine, 110 feet to the beginning,

13,750 square feet.\*

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\*This is a little confusing--obviously 110 feet is not 125 feet and yet IID17c claims that their land abuts Downing as does IID17f so there appears to be no open space between the different parcels of IID17. This is verified by tracing the history of the land back from the present owners; all of the land is accounted for, assuming Wheeler bought all of Detwiler's land. One is forced to conclude that the 125 feet may have been in error or was really to the center of Monroe Street and not to its western side. For lack of any more information, I will assume that the parcels a-f completely fill Dyers' land and the discrepancies like this one were errors in surveying, etc.



IID17c: The Dyers next sold 4,125 square feet of land to E. L. Detwiler of Herndon for \$100 on 9 December 1886 (5F/434).

- a: begin on the south side of Pine Street, 125 feet from Pine and Monroe at the West corner of Downings land (IID17b),
  - b: with Downing 125 feet to a stake,
  - c: west 33 feet to E. Dyers lot occupied by C. E. Johnson,
  - d: north on line to Pine, 125 feet,
  - a: with Pine, east 33 feet to the beginning,
- 4125 square feet.

Detwiler placed a lien on this land on 11 June 1887 (G5/309) in order to secure Benjamin Middleton a debt of \$500 which he promised to pay (with 6% interest) at the rate of \$100 per year starting in 2 years. W. Floyd Middleton, trustee, released the lien on 11 January 1897 (5Y/269).



On 12 April 1893 (05/321) E. L. Detwiler placed a lien on "11,125 square feet" in order to secure a debt of \$600 (due in 5 years with 6% interest) owed Benjamin Middleton; C. R. Bitzer, as trustee, released the lien on 7 June 1899 (K6/460). The interesting aspect of this lien is its dimensions:

- a: begin at the northeast corner of Mrs. Elisha Dyer, now Mrs. Charles Johnson, and Pine Street,
- b: with Dyer 125 feet to Dyer,
- c: east with Dyer 89 feet to B. B. Detwiler,
- d: north with Detwiler 125 feet to Pine,
- a: west with Pine 89 feet to the beginning,

11,125 square feet.

Charles Johnson "occupied" (but never owned, since no deed of sale has been found nor any obvious break in ownership which would allow such an ownership) the lot labelled "C" in the figure. Benjamin Detwiler owned lot "A" from 1888 until 23 October 1893 when he sold it to E. L. Detwiler. The only land this lien could be referring to is lot "B," since it is owned by Detwiler, adjoins Johnson and B. B. Detwiler; however, it is only 33 feet wide! Until further research produces information contradicting this hypothesis, I will assume that 05/321 meant 33, not 89 feet and 4125, not 11,125 square feet. This whole verbiage is slightly irrelevant since the lien was released.



Edwin L. Detwiler died and in his will dated 14 December 1912 (Will Book 6/17) left 1/3 interest in all of his real estate to his wife, Imogen, for her life and 2/3 interest to his three trustees, Imogen S Detwiler, C. M. Lawrence (brother-in-law), and B. B. Detwiler (brother), but with certain conditions. One of these conditions was that as each of his children becomes twenty one, they would receive their (equal) share of the estate. The transfer of ownership to a child could be delayed until his/her thirtieth birthday if the three trustees believed that extracting a piece of the property for this one son/daughter would "materially decrease the value of my estate on account of such necessary division." According to U9/257, Imogen "in her own right [as widow] and as excentrix [sic] and Trustee" was the complainant in a law suit in which B. B. Detwiler and others were the defendents. The exact purpose of the suit is not clear from U9/257 and no effort has been made to study the Court records, but U9/257 suggests to a totally amateur reader that the purpose of the suit was to completely settle Detwiler's estate by dividing his estate among his children (who, in 1926) were all over 21 years of age, as well as to pay any outstanding debts. On 9 July 1926 (U9/257) these trustees, as part of this Court case, sold all of Detwiler's land that had not yet been sold "wherever the same may be located" to Ruth D. Choate, E. Lawrence Detwiler, Charles Philip Detwiler, Alvin C. Detwiler, and William S. Detwiler, [presumably Edwin's children], subject, of course, to the "life estate" of Imogen (i.e., her 1/3 ownership).

Imogen died; E. Lawrence died and left his land to his wife Naomi (Will Book 21/155, 25 August 1943); Charles Philip died and his wife, Marian H., sold all of her right to the lands of Edwin L. Detwiler to Naomi

and Ruth Choate on 19 May 1930 (S10/294); Ruth died 31 March 1965 (her husband Conrad B. was already dead) and left (Will Book 94/506) her land to Alvin C., William S., Marian and Naomi. After all of this, Naomi C. Detwiler, Alvin C. Detwiler (unmarried), and Marian H. Detwiler (widow) sold this same 4125 square feet to the Herndon Realty and Insurance Agency, Inc., on 10 January 1967 (2858/697).



IID17d: Roscoe S. Crippen bought 7945 square feet of land for \$700 from the Dyers on 25 February 1907 (W6/157).

- a: begin at the northwest corner of lot on Pine St,
- b: S 27° 30' E 102 feet to McThompson and Schneider,
- c: S 63° E 90.4 feet to southwest corner of E.L. Detwiler,
- d: with Detwiler N 9° 30' E 125 feet to corner of Pine,
- a: with Pine to beginning,

7945 square feet.

Roscoe died 12 January 1953 leaving (Will Book 43/537) this land to Annie H. (widow), Mack S. Crippen (son) and Helen C. Hanes (daughter); Annie died 9 September 1964 and left her land (Will Book 91/306) to Mack and Helen.

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On 24 April 1968 (3147/41) Mack S./Myrtle W. Crippen and Helen C./ Stanley B. Hanes sold the same land as in W6/157 to Thom F. Hanes, William B. Hanes, and Robert M. Hanes as tenants in common. The land is referred to as being identical to W6/157 but the size is given as 7680 square feet and the metes and bounds given are clearly the result of a new survey:

- a: begin at a drill hole in the sidewalk on the south side of Pine, the hole being 88 feet S 84° 53' 53" E from a drill hole in the sidewalk at Pine and Station, the northeast corner of R. C. Morris,
  - b: with the south line of Pine S 84° 53' 50" E 48.62 feet to a pipe, the northeast corner of Herndon Realty,
  - c: west with Herndon Realty S 5° 24' 10" W 125 feet to a pipe in J. H. Launders,
  - d: with Launders N 66° 50' 22" W 89.28 feet to an iron marker, corner to Launders, Nachman and R. C. Morris,
  - a: with the east line of Morris N 25° 52' 30" E 104.1 feet,
- 7680 square feet.

IID17e: On 8 March 1917 (F8/316) the Dyers sold 3505 square feet to Ruth O. Williams of Charleston S.C. for \$200.

- a: begin at a planted stone, corner of lot formerly owned by Dr. E. L. Detwiler, deceased and southeast corner of R. S. Crippen,
  - b: N 63° 52' W 91 feet to post, corner to McThompson, R. S. Crippen and Robert Schneider,
  - c: S 42° 08' W 175 feet with Schneider to post, corner to Holtzclaw,
  - d: with Holtzclaw--Mankin line S 44° 30' E 117. 5 feet to post (a stone is to be set) in north line of E. Dyer,
  - a: N 11° 06' E 59 feet to beginning,
- 3505 square feet.

Ruth O./Smith John Williams sold this land (along with other parcels) to R. C. Printz on 28 January 1946 (476/520).

R. C./Mamie F. Printz then sold the lands to Robert C. Lowe on 10 July 1946 (498/184).



IID17f: On 15 September 1917 (F8/316) the Dyers sold land to Ruth O. Williams of Charleston, S.C. for \$500.

- a: begin at a planted stone at the corner of E. L. Detwiler, now deceased and said land now owned by Wheeler,
- b: thence 48 1/2 feet along Monroe to Mrs. Mildred H. Dyer,
- c: thence 100 feet to corner of Mary E. Leonhardt, now Elizabeth Leonhardt,
- d: 61 1/2 feet with Mary Leonhardt and others to lot of Ruth Williams on Mrs. B. A. Mankins' line to a stake set at R. Williams' corner,
- e: with Williams 59 feet to stone set in cement at E. L. Detwiler's line and R. O. Williams' line,
- a: 158 1/2 feet to the beginning,

7870\* square feet.

Ruth O./Smith John Williams sold this land (along with other parcels) to R. C. Printz on 28 January 1946 (476/520).

R. C./Mamie F. Printz then sold the lands to Robert C. Lowe on 10 July 1946 (498/184).

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\*Since no size was given in the deed, only an estimate can be made; this was done by assuming that tax map parcel 16-2-002-282 consists only of these two Williams purchases. Since this parcel's size is 11,375, IID17f becomes 7870 square feet.



IID18: On 27 March 1880 (A5/209) Ancel/Isabella St. John sold "one village lot" (1/2 acre) for \$125 to John F. Oliver of Guilford [Sterling] Loudoun County, Virginia.

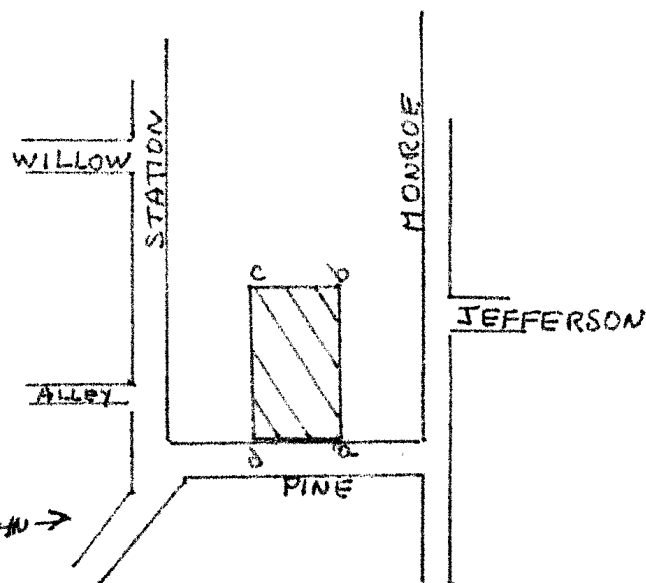
- a: begin on the north side of Pine Street at the southwest corner of a lot sold earlier by St. John to the Congregationalist Church,
- b: north, at right angles, along the west line of the church lot, 200 feet,
- c: west at right angles, 106 feet 6 inches,
- d: south, at right angles, along the east line of a lot contracted to George Lacy, 200 feet to the north line of Pine St,
- a: east along the north line of Pine 106 feet 5 inches to the beginning,

1/2 acre.



N  
1"=250'

AS/209  
27 MARCH 1980  
ANCEL/ISABELLA ST JOHN →  
JOHN OLIVER  
0.5 ACRES



Q1E-8

On 27 March 1880 (Z4/12) John F./Mary D. Oliver placed a lien on their village lot in order to secure a \$75 debt (at 6% interest) they owed Ancel St. John; Lyman D. Ballou was appointed trustee. The lien was released on 16 March 1883 (5C/378).

In what appears at first to be another one of those seemingly inexplicable transactions, Isabella St. John of Plainsfield, New Jersey, and the executrix of Ancel seemed to sell the same land once again to John F. Oliver, this time for \$75 on 16 March 1883 (5C/378). Although it is possible that Isabella, unknowingly, resold the land, it is unlikely that Oliver would have forgotten that he already owned the land and had even placed a lien on the property; more likely is that 5C/378 is an obscure release of the lien of Z4/12--the "sale" price is surely suggestive of this. In the deed, Isabella "release[s] and quit claim[s] . . . does grant, resolve, release and quit claim . . . [land to Oliver] and also all the estate right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity of [Isabella] . . . in or to the above . . . land." This can be construed as a release and since it makes the interpretation easier for the author, it will be so construed.

IID18a: On 19 March 1887 (5F/592) John F./Mary D. Oliver sold 4000 square feet to W. Floyd Middleton of Herndon for \$130.

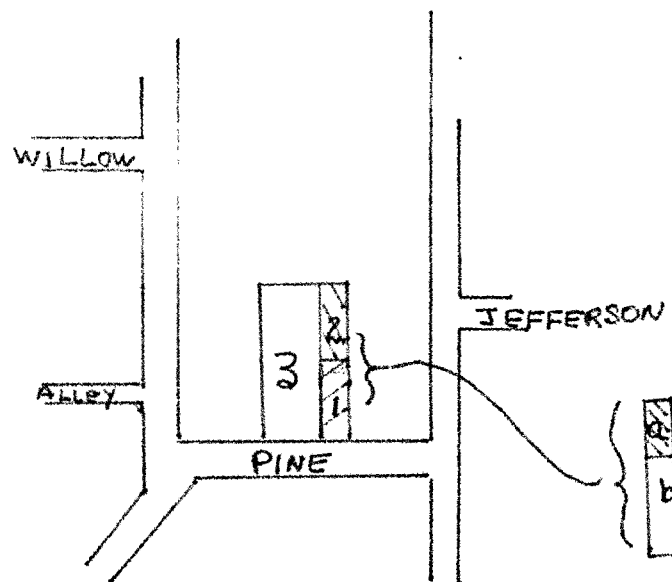
- a: begin at the southwest corner of the Congregationalist Church on Pine,
  - b: west along Pine 40 feet,
  - c: north and parallel to Pine 100 feet,
  - d: parallel to Pine 40 feet to Church lot,
  - a: with Church 100 feet to the beginning,
- 4000 square feet.

On 9 April 1889 (H5/573) W. Floyd Middleton of Herndon sold his 4000 square feet to Maggie T Caldwell of Washington, D.C. for \$775 (either a nice profit or an indication that Middleton built a structure on his property in 1888).

Caldwell immediately (9 April 1889, H5/589) placed a lien on this land in order to inform the world that she intended to repay W. Floyd Middleton the \$100 (at 6%) she owed him within one year. Aaron Caywood of Washington was appointed trustee and released the lien on 29 March 1890 (I5/486).

Maggie and her husband, R. Bruce Caldwell, must have realized that liens presented an interesting financial technique, since they tried again --on 29 June 1892 (N5/170) the Caldwells agreed that C. R. Bitzer should be appointed trustee with the duty to oversee their repayment of \$175 (with 6% interest) within one year to Benjamin Middleton (W. Floyd's brother?). All of the financial amenities were observed and Bitzer released the lien on 24 February 1893 (O5/97).

N  
1"=250'



B-313

1: 5F/592  
19 MARCH 1887  
JOHN/MARY OLIVER →  
W FLOYD MIDDLETON  
4000 SQ feet

2: 05/99  
6 MAY 1891  
JOHN/MARY OLIVER →  
MAGGIE CALOWELL  
4000 SQ feet

3: 6B/267  
5 SEPTEMBER 1898  
JOHN/MARGARET OLIVER →  
GEORGE LEWIS  
13,200 SQ feet

a: 64/601  
11 OCTOBER 1900  
C.F./EDITH CUMMINS →  
E.M. THOMPSON  
2600 SQ feet

b: 06/372  
1 DECEMBER 1903  
C.F./EDITH CUMMINS →  
ISA PICKETT  
5400 SQ feet

This was fun! On 25 February 1893 (05/101) the Caldwells re-liened the 4000 square feet of H5/573 in order to secure a \$500 debt (due in one year with 6% interest) owed James Roby. Bitzer once again was trustee and once again was able to watch an amicable repayment of the lien--he released it on 12 March 1894 (Q5/342).

Tiring a little of this technique but not enough not to try a slight variation of their own, the Caldwells made an agreement with C. F. Cummins of Washington on 28 November 1895 (X5/216):

If Cummins pays \$100 cash plus \$25 per month (plus 6% interest--cannot forget the interest!) until a total purchase price of \$1000 is paid, Caldwell would sell Cummins "the house and lot on Pine Street in Herndon . . . adjoining Oliver, Roby, the Congregationalist Church, being lot No. Block No. \_\_\_\_\_ in the records." Whether this is the 4000 square feet Caldwell bought from Oliver or the 4000 square feet of Middleton or both is ambiguous: the Congregationalist Church adjoins both lots, Roby adjoins the land of Oliver, Oliver adjoins both, while its being on Pine Street suggests the land of Middleton. Since Cummins bought 8000 square feet as a result of a lawsuit discussed below, it will be inferred that X5/216 is referring to both lots. The Caldwells would retain ownership of the land until 1/3 of the total price was paid and then transfer the title to Cummins while still retaining a lien to secure the remaining price. (What would people do without liens? Without a nice piece of paper, with a lot of nice sounding words, nothing is sacred nor protected against the terrible ogres of life.)

For whatever reasons, events did not proceed exactly as everyone desired (that is, the lawyers' words did not accurately predict the future); Cummins brought a suit against Caldwell and the Court ordered Cummins, in October 1899, to pay O. W. Hunt, receiver of the Court, the \$756.44 set forth in a report by Commissioner [C. Vernon] Ford. Cummins paid the money and the Court ordered that J. M. Lowe, as special

Commissioner, transfer title to Caldwell's 8000 square feet (IID18a and b) to Cummins; he did so on 24 October 1899 (D6/464).

C.F./Edith S. Cummins placed a lien on their land on 23 October 1899 (D6/465), with P. B. Buell as trustee, in order to protect the \$500 they owed Elisha Dyer. They agreed to repay 15 notes for \$33.33 each; having done this the lien was released on 1 January 1901 (G6/31).

IID18b: On 6 May 1891 (05/99) John F./Mary D. Oliver sold 4000 square feet of their land to Maggie F. Caldwell of Herndon for \$125.

- a: begin in the south line of W. J. Roby and at the  
northwest corner of the Congregationalist Church,
- b: south, along the Church's line to lot of Caldwell,
- c: at right angles, 40 feet with Caldwell,
- d: north and parallel to east line, 100 feet to W. J. Roby,
- a: with Roby 40 feet to the beginning,

4000 square feet.

See IID18a for the further adventures of this land and how it became the fiefdom of C. F. Cummins.

IID18a1/b1: On 11 October 1900 (6L/601) the Cummins sold 2600 square feet to F. M. Thompson for \$1300.

- a: begin on the west line of the Congregationalist Church  
135 feet north of the north line of Pine St,
- b: north along Congregationalist Church 65 feet,
- c: west and parallel to Pine St, 40 feet,
- d: south and parallel to the first line 65 feet,
- a: east 40 feet to the beginning,

2600 square feet.



IID18a2/b2: Isa D. Pickett bought the remaining 5400 square feet of these 8000 square feet on 1 December 1903 (06/372) for \$975.

- a: begin at the southwest corner of the Congregationalist Church on Pine St,
- b: with the Church 135 feet to a board fence in line of Thompson,
- c: with Thompson and parallel to Pine, 40 feet to Lewis,
- d: with Lewis and parallel to Church line 135 feet to Pine,
- a: with Pine 40 feet to the beginning,

5400 square feet.

IID18c: John F./Margaret L. Oliver sold the remainder of the land they purchased from St. John to George L. Lewis for \$1 plus land that Lewis owned at Frying Pan on 5 September 1898 (6B/267).

The Lewises (George L. and Agnes E.) immediately (5 September 1898, B6/271) placed a lien on this land with W. F. Middleton and H. F. Wiley as trustees. The lien was to protect Ben Middleton against any possible loss of the \$300 debt the Lewises owed and to guarantee repayment within 3 years with the standard gratuity of 6% interest. All went well since the lien was released on 1 May 1901 (marginal note of B6/271).

Trying again, the Lewises placed another lien on this land, this time to protect a \$400 debt owed George W. Bell and due within one year. This time the other Middleton (W. Floyd), acted as trustee and released the lien on 21 April 1903 (M6/303). There is an error in the deed--it refers to a lien being placed on the entire 1/2 acre St. John sold Oliver; this, of course, is not correct, since in 1901 C. F. Cummins owned 8000 square feet of this land (see IID18a,b); presumably this is/was only a minor oversight.

P. B. Buell bought the land for \$1600 on 31 December 1903 (P6/298).

IID19: George W. Lacy of Herndon bought "one town lot" (about 1/2 acre) from the St. Johns "of Herndon" for \$150 on 16 April 1880 (A5/85)

a: begin at the intersection of Station and Pine,  
b: north along the east line of Station St 200 feet,  
c: east and parallel with Pine, 106 feet 8 inches,  
d: south and parallel with Station, 200 feet to Pine,  
a: west along the north line of Pine 106 feet 8 inches to  
the beginning,

one town lot.

George/Caroline Lacy sold this land to William I. Roby for \$1400 on 1 January 1881 (A5/35). Presumably (there is absolutely no basis for this assertion) the 10 fold increase in cost of the land reflected the construction of a building by Lacy.

On 13 April 1886 (5E/601) there is an interesting admission by William Roby: "whereas various liens by deed of trust and judgments occurred against land [of A5/35] and whereas W. I. Roby paid liens with funds borrowed in part of Benjamin Middleton who has a trust [see below] and in part by money Mary E. Roby [his wife] got of her father with the understanding that the land would be conveyed to Mary," therefore William transfers title of the land to Mary.

figure for IID19 (A5/85)

The lien mentioned above was recorded on 14 April 1886 (5E/600) when the Robys used the land to secure a debt of \$800 due Benjamin Middleton; the Robys agreed to repay \$100 on 10 April 1887, 1888 . . . 1894. C. R. Bitzer was appointed trustee; he died and G. A. Gordon, "late sheriff of Fairfax County and administrator" of Bitzer, released the lien on 10 October 1905 (S6/300). By 1905 Benjamin Middleton had died, so M. H. Middleton, as his executor, joined in the release with Gordon.

The Robys took a second lien on the same land on 6 July 1889 (I5/38) to secure a debt of \$742.48 owed Morton E. Church, assignee of B. H. Mason and due (with 6% interest) in 3 years. C. R. Bitzer was trustee for this lien also but lived to release the lien himself on 15 September 1896 (X5/422).

IID19a: Mary E./William I. Roby\* sold part of this land to Ernest L. Roby of Herndon for \$300 on 2 October 1896 (5Y/347).

- a: begin at a point adjoining J. F. Oliver's land on Pine Street,
  - b: west 55 feet,
  - c: at right angles and parallel with Station Street, 141 feet,
  - d: east along the north side 55 feet,
  - a: south along J. F. Oliver, 141 feet to the beginning,
- 7755 square feet.

Ernest L./Edith M. Roby placed a lien on this land on 26 April 1897 (Y5/535) in order to secure a \$500 debt due in 3 years (at 6% interest) to Mrs. Annie Johnson. Elisha Dyer, trustee, released the lien on 26 April 1900 (E6/534); since Annie Johnson had died, Thomas O. Taylor, her administrator, joined in the release.

Ernest died still owning the land; his will, dated 6 October 1919, was probated on 30 September 1938 (WB 18/189). He left the land to his wife, Edith, who died in 1944 (her will was probated 8 April 1944, WB 23/440).

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\*Recall Wm. "sold" the land to Mary (E5/601), so her name precedes his in the deeds.

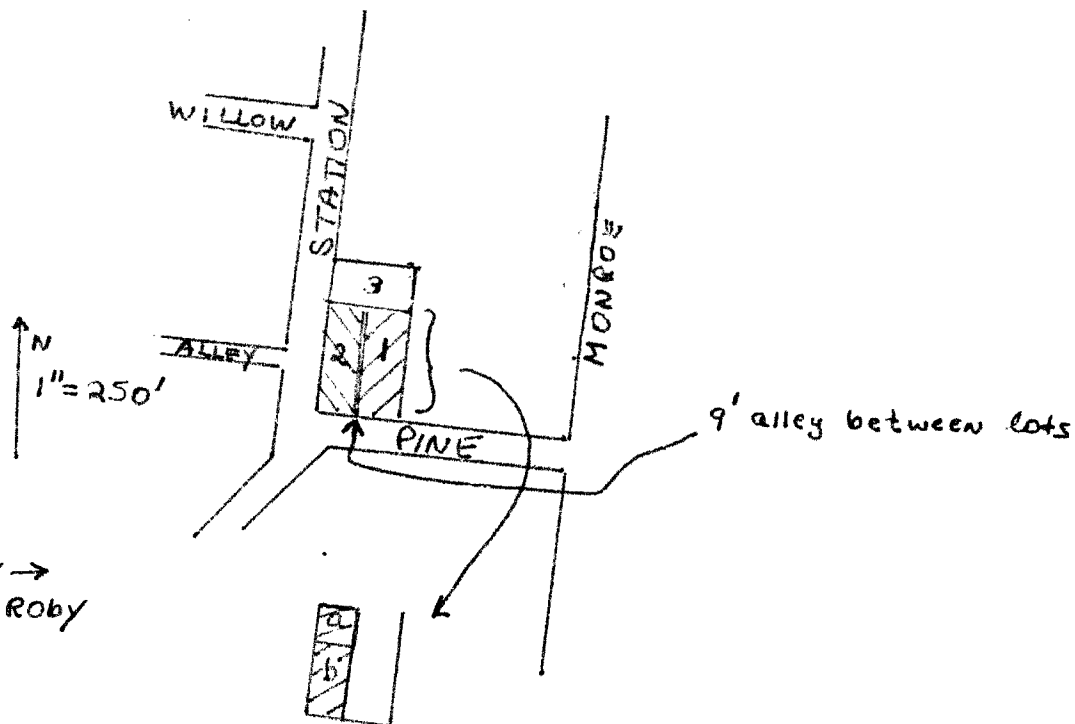
1: 54/347  
 2 OCTOBER 1896  
 MARY/WILLIAM ROBY →  
 ERNEST ROBY  
 7755 sq feet

2: 65/255  
 1 SEPTEMBER 1905  
 MARY/WILLIAM ROBY →  
 A. T. & C. M. WALKER  
 7290 sq feet

3: 08/223  
 16 MAY 1921  
 MARY ROBY'S HEIRS →  
 BELLE HOLDEN  
 6735 sq feet

Q: F8/29  
 18 JUNE 1917  
 A. T./ANNETTE WALKER →  
 FORTNIGHTLY CLUB  
 2250 sq feet

b: F9/537  
 4 OCTOBER 1923  
 BANKRUPTCY COURT →  
 GEORGE ROBY  
 5040 sq feet



IID19b: Mary E. Roby and her "husband, W. I. Roby" of Herndon sold another piece of this land to A. T. Walker and C. M. Walker for \$100 on 1 September 1905 (6S/255).

- a: begin at a point adjoining E. L. Roby on Pine (leaving an alley of 9 feet between the two lots),
  - b: west 51 feet 8 inches to Pine and Station Street,
  - c: at right angles and parallel with Station, 141 feet,
  - d: east and parallel with Pine 51 feet 8 inches to E. L. Roby,
  - a: south along E. L. Roby, 141 feet to beginning,
- 7290 square.

C. M./Annie Walker sold their interest in this 7290 square feet of land to A. T. Walker on 3 April 1914 (S7/562).

The Walkers resisted for a few months before starting on, for them, a torturous path of lien after lien after . . . . On 5 December 1914 (V7/229), A. T./Annette L. Walker placed a lien on their land in order to placate E. B. White that he would get his \$8000 (with 6% interest) repaid. The Walkers, asking W. H. Martin to be trustee, agreed to repay \$1000 each year for 4 years and then \$4000 after the fifth year. Everything went well and the lien was released on 1 July 1917 (E8/402).



IID19a1: As an interlude in their lien taking, the Walkers sold the Fortnightly Club of Herndon (the organizers of the Herndon Library) 2250 square feet of land for \$200 on 18 June 1917 (F8/29).

- a: begin at the southwest corner of the heirs of Mary Roby (191 feet south of a store at the northwest corner of W. F. Middleton),
- b: south, along the east line of the sidewalk on Station Street, 50 feet,
- c: at right angles, easterly 45 feet to an alley,
- d: at right angles and parallel to Station Street, 50 feet to the south line of the heirs of Mary Roby,
- a: west, with Roby's heirs, 45 feet to the beginning,

2250 square feet.

IID19a2: The land in this section is the 5040 square feet the Walkers retained after their sale to the Fortnightly Club. Returning to the process of liening, the Walkers of Herndon asked W. H. Martin on 17 September 1917 (F8/210) again to be the trustee of a lien to protect two debts: \$3000 (due in 3 years at 6% interest) owed Bruce McIntosh and \$1000 (due in 90 days) due Sarah C. Walker. The \$1000 debt was clearly identified as being subordinate to the other debt (that is, it took a lower priority if default occurred). Trying to satisfy two debts simultaneously seemed to represent the beginning of troubles for the Walkers; although the lien was released on 30 November 1925 (Q9/72) the Walkers had already declared bankruptcy and sold their land.

The next lien on this land (see IID21, lots 3 and 4 for several more liens taken out by the Walkers) occurred on 5 June 1921 (V8/430) when the Walkers asked W. H. Martin to be trustee to oversee the repayment of a \$1000 debt due in 4 months to the Peoples National Bank of Leesburg. This lien, also released on 30 November 1925 (Q9/72), was also satisfied after bankruptcy had occurred.

In their last effort the Walkers placed a lien on 26 October 1922 (Z8/458) on this land plus lot 4 and part of lot 3 of the Roby subdivision (see IID21) in order to secure a \$3500 debt due in 3 years at 6% interest. Possibly an indication of imminent trouble was the appointment of Asa E. Bradshaw and not W. H. Martin as trustee. No release for this lien has been found. An interesting note to this lien concerns the question of to whom the \$3500 was due: the only hint of this in the deed is the phrase "to the order of A. T. Walker and by him enclosed." In its context this seems to suggest that Walker owes himself the debt--an

unlikely occurrence. Possibly the deed is in error and it meant to state the money was owed C. M. Walker, possibly not . . . .

On 29 June 1923 (D9/522) William S. Snow, Referee in Bankruptcy of the District Court of the United States for the Eastern District of Virginia "declared and adjudged [Albert Tobias Walker] bankrupt . . . within the true intent and meaning of the Acts of Congress."

The Court appointed John W. Rust trustee in bankruptcy for A. T. Walker; Rust posted a \$5000 bond. Rust was ordered to sell Walker's land at 1000 on 8 September 1923 after advertising the public auction in the Fairfax Herald and the Herndon Observer. George B. Roby bought the land for \$6700: \$2479 in cash plus the assumption of the two trusts, F8/210 (\$3000) and V8/430 (\$1000), plus \$221 interest for this lien. Annette L. Walker, after agreeing to relinquish her dower rights, joined with Rust in transferring title to this land on 4 October 1923 (F9/537).

IID19c: Ernest L./Edith B. Roby, W. I./Ruth W. Roby, Annie R. Walker (widow), George B./Susie D. Roby, Jennie R. Dawson and W. H. Dawson, her husband" and Frank A./Octavia W. Roby sold 15,470 square feet of land to Belle J. Holden for \$1000 on 16 May 1921 (U8/223). This land was the residue of the land Mary E. Roby had received from James T. Roby (see IID21, lot 1, M5/604) and W. I. Roby (E5/601).

- a: begin at an iron marker on the east side of Station and the northwest corner of A. T. Walker,
  - b: with the east side of Station Street and parallel therewith 116 feet to an iron marker, the southwest corner of Mrs. Holden (formerly W. F. Middleton),
  - c: at right angles with Station, 161 feet to iron marker in west line of Thompson,
  - d: at right angles to last line and parallel with Station, 57 feet to iron marker in west line of Thompson,
  - e: at right angles with line, 54.3 feet to the northwest corner of Schneider (formerly J. F. Oliver),
  - f: at right angles and parallel to Station, 59 feet to iron marker in Schneider's west line,
  - a: at right angles and with north line of Dr. E.L. Roby and A. T. Walker, 106.6 feet to beginning,
- 15,470 square feet.

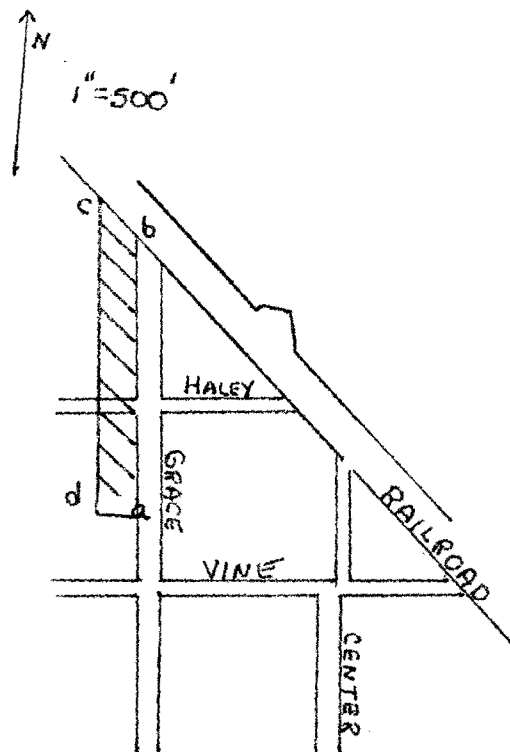
IID20: On 17 December 1881 (B5/36) Ancel/Isabella St. John of Plainsfield, Union County, New Jersey, sold 3 village lots to Mrs. Mary M. Castleman of Herndon for \$250.

- a: begin on the west line of Grace Street, a corner of the mission lot (i.e., the lot owned by the Episcopal Church) so called, now private property,
- b: along the west line of Grace, 653 feet to the southwest line of the Washington and Ohio railroad and corner to Isaiah Bready,
- c: [this leg was not included in the deed--see below],
- d: south along Bready's east line, 716 feet to the northwest corner of the mission lot,
- a: 104 feet 4 inches to the beginning,  
three village lots.

Mary M. Castleman died in January 1891, leaving this land to her children, Robert A., Mary E., Ida L., Lucy B. and Virginia C.

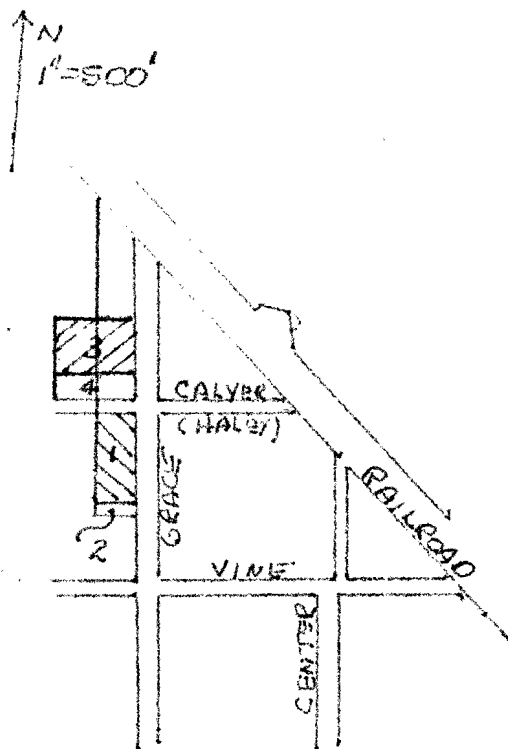
R. Allen/Fannie F. Castleman sold their interest in this land to Robert's four unmarried sisters for "love and affection" plus \$1 on 17 September 1898 (B6/415).

Mary, Ida, Lucy, and Virginia bought an half acre of land adjoining these 1.63 acres on 10 September 1868 (B6/314)--see IB3 for the details. (B-1-10)



B5/36  
 17 DECEMBER 1881  
 ANCEL/ISABELLA ST. JOHN →  
 MARY CASTLEMAN  
 3 VILLAGE LOTS  
 (~ 1.63 acres)

1cc-0



1: N 7/528  
 CASTLEMAN SISTERS →  
 W. RAYMOND AYRE  
 4 SEPTEMBER 1912  
 0.5 ACRES

2: 73/389  
 21 FEBRUARY 1916  
 CASTLEMAN SISTERS →  
 MATILDA DECKER  
 1147.67 SQ feet

4: E 12/527  
 7 JULY 1936  
 IDA + VIRGINIA CASTLEMAN →  
 EUGENE/IDA BICKSLER  
 15,789 SQ feet

3: L 11/148  
 1 DECEMBER 1983  
 IDA + VIRGINIA CASTLEMAN →  
 BERNICE SUMMERS  
 27,664 SQ feet

B-332

IID20a: On 4 September 1912 (N7/528) the four sisters sold one half acre to W. Raymond Ayre of New York City for \$500 cash.

- a: begin on Grace, 11 feet north of the northwest corner of the "mission lot" (now Ballou's),
- b: northerly with the west side of Grace 208.7 feet,
- c: west, at right angles, 104.53 feet to Bready,
- d: south, at right angles and with Bready, 208.7 feet,
- a: easterly, at right angles and with Bready, to the beginning,

0.5 acres.



IID20b: Matilda E. Decker of Boston, Massachusetts, paid \$30 on 21 February 1916 (7Z/389) for the 1147.67 square foot lot adjoining IID20a.

- a: begin on the west side of Grace, corner to W. Raymond Ayre,
- b: west with Ayre 104 feet 4 inches to Bready,
- c: with Bready and south 11 feet to the northwest corner of the land formerly of the Trustees of St. Timothy (now Ballou),
- d: east with Ballou 104 feet 4 inches to Grace,
- a: northerly with the west side of Grace 11 feet to the beginning,

1147.67 square feet.

IID20c: On 1 September 1925 (Q9/2) the Castleman sisters placed a lien on the center lot--the one with the house which was being used as a seminary. This lien secured a \$2500 debt owed the National Bank of Herndon; the sisters agreed to repay the debt (with 6% interest) within 3 years. E. Barbour Hutchinson, as trustee, did not release the lien for 14 years--1 September 1939 (Q13/36).

Lucy died in March 1926, leaving all of her interest in the land to her three sisters and one brother. Mary then died on 1 April 1932, leaving her land to her sisters and her brother and his children (R. A., Jr., Mary Lee, Roberta F., Frances F.) (Will Book 14/488). On 17 October 1933 (L11/146) Robert A. Castleman (widower) and his children sold their interest in the land to Ida and Virginia.

Then on 1 December 1933 (L11/148) Ida and Virginia sold the lot with the house (seminary) on it to Bernice D. Summers who accepted the responsibility for the lien of Q9/2.

- a: begin at an iron marker on Grace 74 feet north of Calyer, a corner of St. John to Mary Castleman,
  - b: northerly along Grace 133 feet to an iron marker,
  - c: due west and parallel with Calyer [now Haley Place] 208 feet to an iron marker in line of Bready,
  - d: south with Bready 133 feet to an iron marker,
  - a: east and parallel with Calyer 208 feet to the beginning,
- 27,664 square feet = 0.64 acres.

Bernice D. and her husband, Powell, placed another lien on the land on 1 December 1933 (L11/149) in order to secure a debt of \$837.50 they owed Ida and Virginia. E. Barbour Hutchinson acted as trustee to insure that the Summers repaid \$25 each month (at 6% interest) beginning 1 January 1934. Apparently they did, for the lien was released on 1 September 1939 (Q13/36).

IID20d: Ida and Virginia sold another lot (15,798 square feet) to Eugene P./Ida Fay Bicksler on 7 July 1936 (E12/527).

- a: begin at the northwest corner of Grace and Calyer Street,
  - b: with the west line of Grace N 0° 24' E 75.7 feet,
  - c: through the Castleman property, N 89° 46' W 208.7 feet to Bready,
  - d: S 0° 24' W 75.7 feet to north line of Calyer,
  - a: with Calyer, S 89° 46' E 208.7 feet to the beginning,
- 15,789 square feet.

The Bickslers then sold this lot to Elizabeth and Emma Ellmore on 20 November 1945 (473/22).

IID20e: Ida and Virginia sold the last of their land to Eugene P./Ida Fay Bicksler on 8 June 1937 (R12/30).

- a: begin at an iron marker on the west side of Grace at the northeast corner of Bernice Summers,
- b: with the west line of Grace N 00° 24' E 217 feet to a marker 44 feet from the center line of the Washington and Old Dominion Railroad,
- c: parallel with the railroad, N 42° 20' W 153 feet to Bready,
- d: S 00° 24' W 328 feet with Bready to Summers,
- a: with Summers S 89° 46' E 104.35 feet to the beginning,  
28,238 square feet.

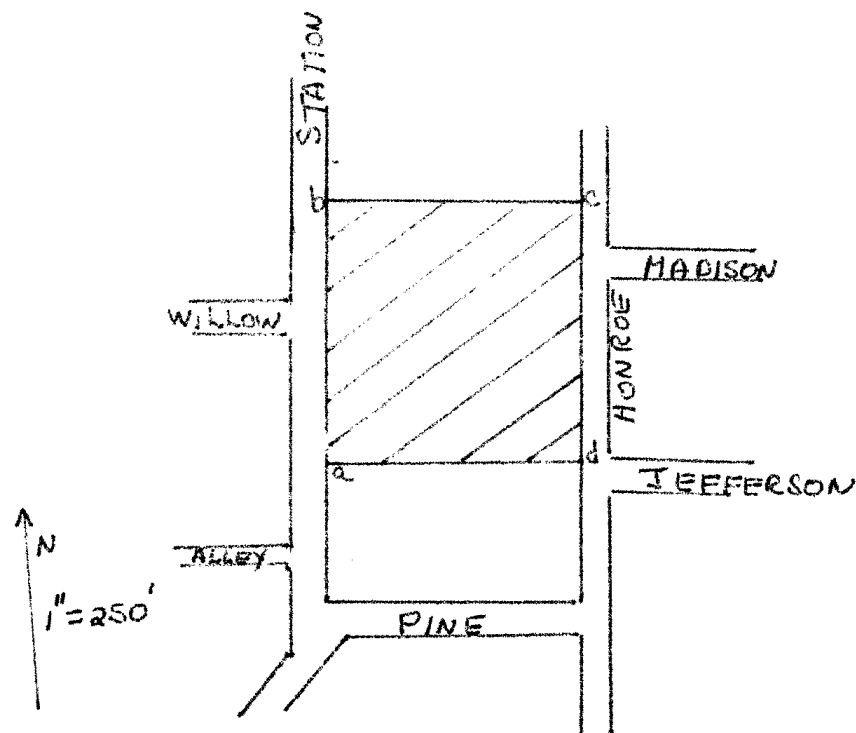
IID21: Isabella St. John of Plainsfield, Union County, New Jersey and executrix of Ancel St. John sold 2 5/8 acres to William I. Roby of Herndon for \$300 on 9 June 1882 (B5/315).

- a: begin on the east side of Station Street at the northwest corner of a lot sold earlier to George Lacy,
- b: north along the east side of Station 357 feet to the south line of Lyman Ballou's farm,
- c: with south line of Ballou 323 feet to Monroe,
- d: south along west side of Monroe 348 feet,
- a: west and parallel with Pine Street, 322 feet 3 inches to the beginning,

2 5/8 acres.

William I./Mary E. Roby immediately (9 June 1882) placed a lien on this land in order to insure Isabella St. John that the \$235 they owed her would be repaid, with 5% interest, in 3 equal annual installments. Lyman Ballou, as trustee, released the lien on 17 September 1885 (E5/296).

Simultaneously with repaying the debt, William and Mary sold the land to Ernest L. Roby of "Anacostia, District of Columbia" for \$500 on 2 September 1885 (E5/262).



BS/315  
 9 JUNE 1882  
 ANCEL/ISABELLA ST JOHN →  
 WILLIAM ROBY  
 2.63 acres

B-340

Nehemiah C./Emma C. Roby\* of Anacostia, District of Columbia sold this land to Nehemiah Roby and William F. McIntinff of Anacostia for \$600 on 2 February 1888 (5G/452).

Nehemiah/Octavia Roby\*\* and William F./Sallie C. McIntinff of "Anacostia, District of Columbia" sold these 2 5/8 acres to James Roby in three separate transactions:

- All four people sold "lot 1" (see below) to James T. Roby for \$169 on 29 March 1888 (G5/570).
- William H./Sarah E. McIntinff of Anacostia sold their half (1/2) interest in the remaining land (2 5/8 acres less lot 1) to James for \$400 on 9 October 1888 (H5/245). The deed actually describes the entire 2 5/8 acres but, obviously, must mean 2 5/8 acres less lot 1--simply an oversight since normally land cannot be sold twice (although Ancel and Isabella tried it--see above).

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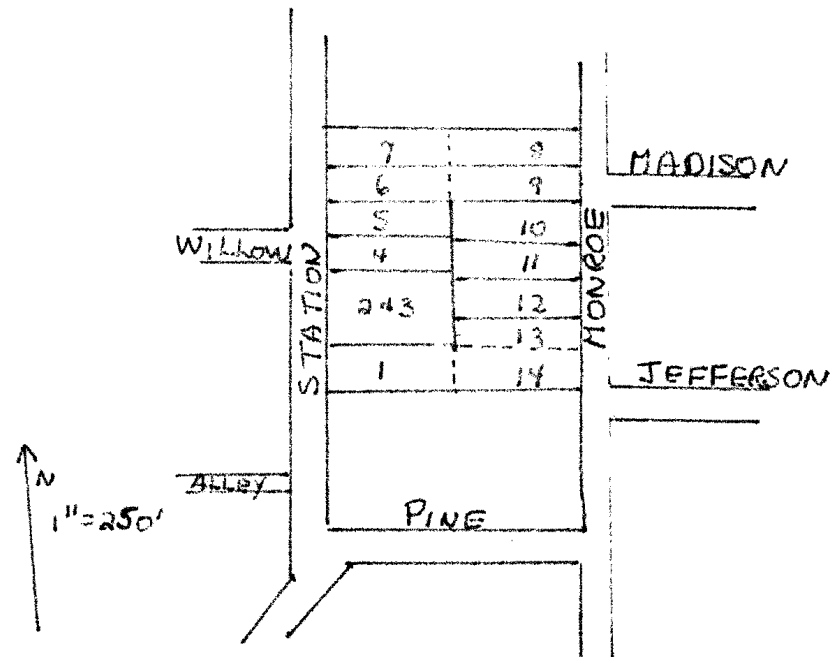
\*It is not clear exactly how Nehemiah and Emma became owners of the land. There is no deed between Ernest and Nehemiah nor is Ernest's will (if he had one) recorded in Fairfax County. Consequently, I can only conject that Nehemiah was Ernest's son and inherited the land but clearly cannot substantiate this.

\*\*This slight "discrepancy" adds a little interest to the land: according to 5G/452, Nehemiah was married to Emma C. Roby on 2 February 1888, while G5/570 claims his wife is Octavia on 29 March 1888. Either Nehemiah "works fast" or this is an error--one conjecture is that Emma was Nehemiah's sister and Octavia his wife; if this were true, Ernest might have left the land to Nehemiah and Emma and this would "resolve" the slightly peculiar transaction of 5G/452--why sell land from yourself (Nehemiah/Emma) to yourself (in the form of Nehemiah)? Since absolutely no facts are available, everyone can construct his own hypothesis.



- Nehemiah/Octavia Roby of Anacostia sold their half interest in all of the 2 5/8 acres (less lot 1) to James Roby for \$425 on 13 November 1893 (P5/430). The metes and bounds of the deed are explicitly those of the 2 5/8 acres excluding lot 1.

James T. Roby subdivided the land into the "Roby Subdivision" and sold the separate lots. A plat of this subdivision is recorded in 5Y/485 (19 April 1897); the dimensions of this plat will be used as the metes and bounds of the lots.



54/485  
 19 APRIL 1897  
 ROBY SUBDIVISION

CH-343



Lot 1 James/Priscilla\* Roby sold lot 1 to Mary E. Roby for \$162\*\* on 5 May 1892 (M5/604).\*\*\*

Mary then placed a lien on this land on 5 May 1892 (M5/605)\*\*\* to insure a debt of \$125; C. R. Bitzer, trustee, released the lien on 7 November 1898 (B6/622) and on 12 April 1897 (Y5/483).

Ernest L./Edith B. Roby, W. I./Ruth W. Roby, Annie R. Walker (widow), George B./Susie D. Roby, Jennie R. Dawson and "W. H. Dawson, her husband," and Frank A./Octavia W. Roby sold 15,470 square feet of land to Belle J. Holden for \$1000 on 16 May 1921 (U8/223). This land was the residue of the land Mary E. Roby had received from James T. Roby (lot 1, M5/604) and W. I. Roby (see IID19c, E5/601).

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\*In all subsequent deeds James' wife is called Anne V.--either Priscilla is an error or James remarried.

\*\*The words in the text of the deed say \$162 as the sale price but the numerals are \$100.62. Since M5/605 is a lien to secure \$125, the \$162 figure is probably correct--why secure a debt for more than the sale price?

\*\*\*According to 5Y/483 (12 April 1897) there appeared to be some confusion (controversy) about the precise boundary lines of lots 1, 2 and 3. Consequently a plat (5Y/585) was made and recorded and Middleton and Mary Roby agreed to accept these metes and bounds as definitive. The boundaries of all the lots are designated by this plat.

- a: begin at an iron marker on the east side of Station and the northwest corner of A. T. Walker,
- b: with the east side of Station Street and parallel therewith 116 feet to an iron marker, the southwest corner of Mrs. Holden (formerly W. F. Middleton),
- c: at right angles with Station 161 feet to iron marker in west line of Thompson,
- d: at right angles to last line and parallel with Station 57 feet to iron marker in west line of Thompson,
- e: at right angles with line 54.3 feet to the northwest corner of Schneider (formerly J. F. Oliver),
- f: at right angles and parallel to Station 59 feet to iron marker in Schneider's west line,
- a: at right angles and with north line of Dr. E. L. Roby and A. T. Walker 106.6 feet to beginning,

15,470 square feet.

Lot 2 James T./Annie V. Roby sold lots 2 and 3 to W. Floyd Middleton of Herndon "for \$10" on 4 May 1896 (5W/281).\*

Middleton and his wife, Bertha C., sold lot 2 plus the south half of lot 3 to Mrs. Belle J. Holden for \$3750 on 27 October 1919 (N8/403).

Lot 3 James T./Annie V. Roby sold lots 2 and 3 to W. Floyd Middleton of Herndon "for \$10" on 4 May 1896 (5W/281).

Middleton (still unmarried) sold lot 3 to George H. Townsend of Washington, D.C. "for \$10" on 8 May 1896 (5W/282).

Lot 3a Townsend, a bachelor, sold the southern half of lot 3 (161.4 feet x 25 feet) back to Middleton on 18 November 1896 (X5/465). Was this to repay a debt or did Middleton realize that there was gold on the land or what?

W. Floyd and Bertha C. then sold this land (as well as lot 2) to Mrs. Bella J. Holden for \$3750 on 27 October 1919 (N8/403).

Lot 3b Apparently 18 November was Townsend's day to divest himself of his land since on that day he also sold the northern half of his lot 3; this land went to Alvin N. Oliver "for \$10" (5Z/547).

Please see the brilliant discussion concerning lot 4 for the exciting conclusion of the fate of these 4035 square feet of lot 3b.

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\*According to 5Y/483 (12 April 1897) there appeared to be some confusion (controversy) about the precise boundary lines of lots 1, 2 and 3. Consequently a plat (5Y/585) was made and recorded and Middleton and Mary Roby agreed to accept these metes and bounds as definitive. The boundaries of all the lots are designated by this plat.

Lot 3b1 All of the annotating to lot 3b above refers to a 5 foot by 161.4 foot strip of land that Edwin L. Detwiler (who purchased the land from Oliver in 1901) did not sell to Irving Roby in 1904 (Q6/644).

- a: begin at a planted stone on the northeast corner of W. F. Middleton,
- b: west, with north line of Middleton 161 1/4 feet to a planted stone, the northwest corner of Middleton in the east line of Station Street,
- c: with the east line of Station 5 feet to the southwest corner of A. T. Walker,
- d: at right angles, with the south line of Walker 161 1/4 feet,
- a: at right angles 5 feet to the beginning.

806.25 square feet.

Detwiler kept this 806 1/4 square foot strip of lot 3b until his death on 14 December 1912. In his will (Will Book 6/17) Detwiler appointed B. B. Detwiler, C. M. Lawrence, and Imogen M. Detwiler as trustees of his estate; on 9 November 1917 (M8/270) this trio sold these 806 1/4 square feet to A. T. Walker, who already owned the rest of lot 3b, for \$25.

The fascinating history of this land is then recombined with that of lot 3b and continues through the Walker bankruptcy and (at least) to Carter's purchase of the land in 1923.

Lot 4 James T./Annie V. sold lot 4 to Alvin Oliver "for \$10" on 1 June 1897 (5Z/546).

On 14 October 1899 (D6/534) Alvin N. Oliver placed a lien on lots 3b and 4, utilizing Walker T. Oliver as trustee (incest? nepotism? coincidence?) This lien protected a \$500 debt (due in 5 years with 6% interest) that Oliver owed R. A. Baker; it was released on 10 October 1900 (G6/240).

Alvin, joined by his wife Fannie B., placed another lien on these two parcels on 7 February 1901 (6G/243) in order to pacify Sarah Peacock that her \$100 loan to the Olivers would not be ignored. Walter T. Oliver, as trustee, made sure that the other set of Olivers repaid the principal and the 6% interest before releasing the lien on 12 November 1901 (I6/288).

Once this lien was satisfied, the Olivers sold all of lots 3b and 4 to Edwin L. Detwiler for \$600 on 18 November 1901 (6I/290).

Edwin L./Elvira L. Detwiler sold this land (less five feet reserved for a walk on the south side) to Irving Roby of Herndon for \$800 on 1 January 1904 (6Q/644). This 5 foot strip was part of lot 3 and its history is discussed below.

After waiting a "decent" period, Irving and Edith Roby placed a lien on their land on 18 February 1904 (06/556) in order to secure a \$700 debt (repayable with 6% interest) they owed E. L./Elvira L. Detwiler. B. B. Detwiler, trustee, released the lien on 7 December 1904 (6Q/645); Edith Roby had died sometime before 7 December.

The next day (8 December 1904, Q6/646) Irving Roby, widower, of Fairfax County, sold lot 3b (less the 5 foot strip) and lot 4 to Mary H. Jarrett of the County for \$850.



Mary H./Levi D. Jarrett of Pasadena, California, sold lots 3b and 4 to Leith W. Thompson of Herndon for \$900 on 12 January 1906 (U6/61).

Leith W./Bessie L. Thompson placed a lien on lot 3b (less the 5 foot strip) and lot 4 on 22 January 1906 (U2/62) with W. F. Middleton and E. L. Detwiler as trustees. This lien, organized to secure a \$900 debt owed Joseph E. Moffett (\$100 due during each of the next nine years with 6% interest), was released on 27 October 1908 (A7/496).

The Thompsons sold lot 3b (less the five foot strip) and lot 4 to Frank W. Huddleson for \$300 (plus the assumption of the responsibility of U2/62) on 19 December 1907 (Y6/232).

Frank W./Nellie H. Huddleson of Herndon then sold this land to Linnie G. Thompson of Herndon for \$1130 on 19 February 1908 (Y6/669).

Linnie G. and her husband, F. M., of Herndon, sold the land to A. T. Walker of Herndon for \$1300 on 23 October 1908 (A7/497).

Albert T./Annette L. Walker of Herndon then engaged in a series of liens which eventually ended in (or is it were ended by) bankruptcy--see IID19b for a discussion of another series of liens which were interleaved with the ones described here. On 19 January 1914 (S7/44) the Walkers placed a lien on lot 4 plus the northern 20 feet of lot 3 (i.e. lot 3b less the five foot strip mentioned earlier) in order to guarantee a debt of \$1100 they owed C. T. Belt. W. F. Middleton, as trustee, agreed to watch the Walkers repay the loan in 2 years with 6% interest; they eventually did repay the debt and the lien was released on 12 May 1920 (Q8/43).

Immediately after this release, the Walkers (who had, in the mean time, bought this frisky five foot strip so repetitively mentioned above--see below for how they did this) took out another lien on all of lots 3b

and 4 (15 May 1920, Q8/44) with W. F. Middleton and R. N. Wrenn as trustees. The lien was to secure a \$2000 debt due in 3 years (with 6% interest) to Ben Middleton. The release came 15 years later on 8 July 1935 (marginal note of Q8/44).

Even though they were having difficulty repaying existing liens, the Walkers accepted another on 26 October 1922(Z8/458). This lien, for \$3500 (due in 3 years with 6% interest) encompassed lots 3b plus lot 4 plus the 5040 square feet of IID19a2. Asa Bradshaw was trustee; however no release has been found (was it released during the bankruptcy proceedings discussed below?).

On 29 June 1923 (D9/522) William S. Snow, Referee in Bankruptcy of the District Court of the United States for the Eastern District of Virginia "declared and adjudged [Albert Tobias Walker] bankrupt" . . . within the true intent and meaning of the acts of Congress."

The Court appointed John W. Rust trustee in bankruptcy for A. T. Walker; Rust posted a \$5000 bond. Rust was ordered to sell Walker's land at 1000 on 8 September 1923 after advertising the public auction in the Fairfax Herald and the Herndon Observer. George B. Roby was the highest bidder and agreed to pay \$2192 in cash and accept the responsibility for the debt of \$2000 legalized in Q8/44 plus the \$308 interest that was paid on the lien--a total of \$4500. As a note, the law apparently declares an individual, and not a family, bankrupt, for only Albert "went bankrupt" and not his wife, Annette; in fact, she had to agree to relinquish her dower rights to the land before it could be sold (F9/444). After all of this, John W. Rust and Annette L. Walker transferred ownership of lot 4 and lot 3b to Ernest L. Roby on 4 October 1923 (F9/444); the deed was actually

explicitly for lot 4 plus the 20 foot x 161.4 foot strip of lot 3 the Walker's bought in A7/497 plus the 5 foot x 161.4 foot strip of lot 3 Walker bought in M8/270; these two pieces of lot 3 constitute the entire area of lot 3b.

On 22 November 1923 (F9/446) E. L./Edith B. Roby sold lot 3b and lot 4 to Walter C. Carter for \$5000--\$500 in cash, the assumption of the \$2000 lien of Q8/44 and a lien of \$2500 to secure payment to the Robys.

Lot 5 James and Annie sold lot 5 to W. Floyd Middleton "for \$10" on 7 June 1897 (5Z/45).

Middleton sold this land (along with another parcel) to Charles E. Kendrick of Herndon for \$1500 on 25 February 1901 (6G/362).

Lot 6 Edwin L. Detwiler bought lots 6 and 9 from the Robys on 4 November 1899 (D6/525).

Edwin died on 14 December 1912 leaving a will (Will Book 6/17) authorizing B. B. Detwiler, C. M. Lawrence and Imogen M. Detwiler, as trustees, to sell the land he owned at his death. Imogen S. Detwiler brought a suit against C. M. Lawrence, et al.; presumably this is the same lawsuit discussed in IID17c.\* In its November 1918 term, the Circuit Court of Fairfax appointed Edwin E. Garrett, C. Vernon Ford and Thomas R. Keith commissioners to sell certain of the land at a private or public sale. Asa Bradshaw bought the land for \$2000 cash and accepted a lien securing the payment of the remaining \$3250. The Court approved the sale in November 1918 and ordered C. Vernon Ford to convey title to the land to Bradshaw; he did so on 26 January 1921 (T8/135).

The land consisted of

- lot 10 and the north half of lot 11,
- lot 12 and the south half of lot 11,
- lots 6 and 9.

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\*Is it possible that these lawsuits are not really adversarial suits, but merely a procedure that must be followed to fulfill the requirements of the law concerning a will leaving land, under trust, to several parties?

Lot 7 H.E. Hanes bought lots 7 and 8 for \$250 on 3 January 1896 (5V/456).

Henry E./Blanche A. Hanes placed a lien on these 2 lots on 8 February 1896 (5V/631) in order to secure a debt of \$800 owed the Baltimore Building and Loan Association; Columbus D. Choate, trustee, released the lien on 18 January 1897 (Y5/144).

The Haneses decided to try again--on 26 January 1897 (Y5/145) they asked W. Floyd Middleton and Howard Wiley to be trustees for a lien to protect George W. Bell from any undue risk associated with the \$900 debt owed him by the Haneses; they agreed to repay the money in 3 years with 8% interest. There is no release recorded in the index of deeds for this lien. This may be relevant to the lawsuit of "T. E. Reid [Reed] vs H. E. Hanes, George W. Bell and W. Floyd Middleton, Howard Wiley, trustee"; the purpose of this suit, according to C6/56 (14 December 1898) was to "attach and subject to the payment of a note due [Reed] by . . . Hanes (said note being for . . . \$27.00 with interest from September 1, 1898) certain real estate"; specifically lots 7 and 8. In this Court case, the Court ordered lots 7 and 8 to be sold and appointed R.C.L. Moncure as special commissioner to do the selling. George W. Bell bought the land for \$950, the Court confirmed the sale in October 1899 and Moncure officially transferred the land to Bell on 10 October 1899 (D6/411).

George W./Cynthia Bell of Herndon kept the land for three years before they sold it to Hattie B. Bready of Herndon "for \$10" on 2 June 1902 (K6/54).

Hattie immediately (2 June 1902--6K/44) placed a lien on the land in order to secure a debt of \$800 (27 notes, each valued at \$96.59 and one due

each quarter) she owed Bell. E. L. Detwiler, trustee, released the lien on 15 February 1909 (B7/433).

Lot 8 See lot 7

Lot 9 See lot 6

Lot 10 B. B. Detwiler bought lot 10 and the north half of lot 11 "for \$25" on 13 June 1896 (W5/414). The north half of lot 11 means precisely that--divide lot 11 in half with a line perpendicular to Monroe.

Benjamin B./Roberta L. of Fairfax County sold these two parcels to Edwin L. Detwiler of Herndon "for \$10" on 8 June 1897 (Z5/22).

See lot 6 for the details of the next sale to Asa Bradshaw.

Lot 11 The north half went with lot 10, the south half with lot 12.

Lot 12 James T./Annie V. sold Edwin L. Detwiler lot 12 plus the south half of lot 11 "for \$10" on 10 August 1897 (5Z/297).

See the discussion of lot 6 for the details of the next sale to Asa Bradshaw.

Lot 13 James T./Annie V. Roby sold lot 13 to Charles F. Cummins on 13 May 1901 (H6/363) for \$100.

Lot 14 James T. Roby of Navy, Fairfax County, sold Thomas H. Roby of Herndon lot 14 "for \$1" on 29 June 1894 (5Q/687). The metes and bounds of this lot are slightly different from what would be assumed using the above plat:

- a: begin at the west side of Monroe at the northeast corner of the land St. John sold to the Congregationalist Church,
- b: parallel with Pine Street along the north line of the Church, of R. B. Caldwell and of J. F. Oliver 161 feet to the northeast corner of Mary E. Roby,
- c: parallel with Station 52 feet to boundary stone,
- d: at right angles 161 feet to Monroe,
- a: along west side of Monroe 48 feet to the beginning.

If lots 13 and 14 are naively divided in half, lot 14 should be 49 feet wide at both ends, not 52 feet and 48 feet--either there is an error in the deed or the lots are not perfectly rectangular.

On 5 March 1896 (W5/45) Thomas H. and Annie E. asked Jackson H. Ralston and E. Quincy Smith of Washington to be trustees for a lien on lot 14 to protect the International Building and Loan Association of Washington; the Robys owed \$500. The lien was released 8 March 1902 (J6/343).

Thomas H./A. E. Roby of Washington contracted to sell a house and this lot to Charles F. Cummins of Herndon on 1 May 1900 (6H/364) for \$1000. The sale was subject to the deed of trust mentioned above which still had \$438.04 remaining to be paid off. Cummins agreed to pay Roby \$561.96 for the land--\$25 in cash and \$20 per month for 25 months and \$36.96 on the 26th month (all with 6% interest); the land was actually sold on 20 March 1902 (J6/270).

Charles F./Edith S. Cummins of Herndon then sold this land (plus two other parcels) to F.M. Thompson for \$1300 on 11 October 1902 (6L/60).



IID22: Isabella St. John, widow, sold 1 acre of land to St. Timothy's Protestant and Episcopal Church of Herndon for \$50 on 1 January 1884 (D5/97). Actually the sale was to the Church's trustees--L. D. Ballou, Stephen Killam, W. Roby, John Day and Lawrence Hindle.

- a: begin at a point on the northeast corner of Grace and Vine Streets,
- b: north along the east line of Grace 208 feet 8 inches,
- c: east at right angles and parallel with Vine 208 feet 8 inches,
- d: south at right angles and parallel with Grace 208 feet 8 inches to Vine,
- a: west at right angles along the north line of Vine 208 feet 8 inches to the beginning.

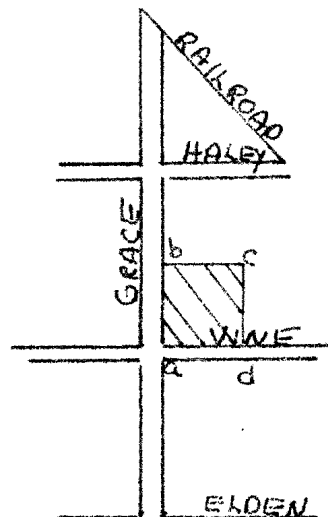
1 acre.

The sale was for land for the use of the Church "for purpose of having erected thereon a Rectory to be used by the Rector of said Church who may from time to time be in charge of the same."

On 1 August 1885 (H5/548) St. Timothy's acknowledged that S. Scallory Moore had advanced the Church \$800 to build a rectory. The church, as part of a lien, agreed to repay at least \$125 each year until the debt was repaid. R. Walter Moore acted as trustee while L. D. Ballou, Stephen Killam, W. J. Roby, Jno T. Day, M.D., and L. Hindle represented the Church by being its trustees. The lien was released on 29 September 1890 (J5/417).

The Church kept all of this land until 12 July 1941 (Z14/494) when they sold part of the land to Charles J./Sara D. Fisher; the remainder of the land was sold to Dr. Daniel L. Detwiler on 9 September 1952 (1011/39).

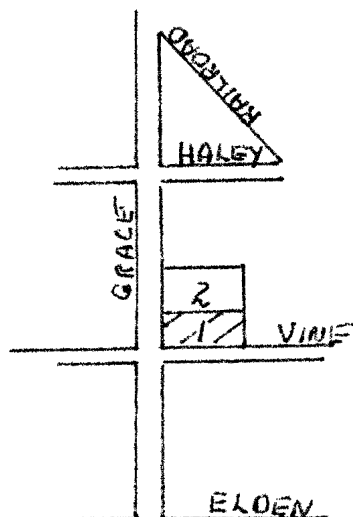
1"=500'  
N



DS/97  
1 JANUARY 1884  
ISABELLA ST JOHN →  
EPISCOPAL CHURCH  
1 ACRE

096-9

N  
1"=500'



1: 714/494  
12 JULY 1941  
EPISCOPAL CHURCH →  
CHARLES/SARA FISHER  
0430CRE

2: 1011/39  
9 SEPTEMBER 1952  
EPISCOPAL CHURCH →  
DANIEL DETWILER  
0570CRE

B-360a

IID23: Mary M. Castleman of Herndon bought 1.05 acres from Isabella St. John, now of North Plainfield Township, Somerset County, New Jersey, on 8 October 1884 (D5/633) for \$100.

- a: begin at the northeast corner of Grace and Calyer [Haley Place] Street,
- b: with Grace, 21 rods to the northwest line of the W, O & W railroad,
- c: along the railroad 26.4 rods to a stake, at corner of railroad and Calyer,
- d: along Calyer 16 rods to the beginning.

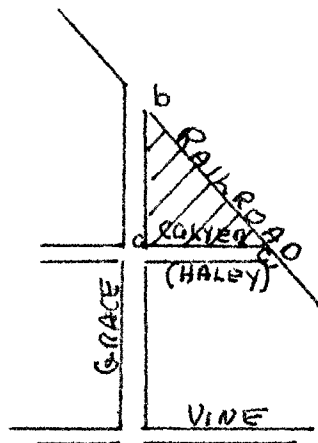
168 rods = 1.05 acres.

Mary died without a will, leaving this land to her son, R. Allen, and four daughters, Mary E., Ida Lee, Lucy B. and Virginia Carter, none of whom never married. R. Allen/Fannie F. Castleman sold their interest in this land to his four sisters for "love and affection" on 17 April 1891 (K5/427).

Ida, Virginia and Lucy then sold their interest in the land to Mary for \$75 on 13 September 1898 (B6/315).

Mary, single, sold the land to Edgar E. Gillette for \$300 on 17 July 1912 (N7/143). The deed contained the clause "that the shade trees now on it [the land] be not removed or land used for other purposes than residential within 1 year. . . ."

N  
1"=500'



D5/633  
8 OCTOBER 1884  
ISABELLA ST JOHN →  
MARY CASTLEMAN  
1.05 ACRES

B-362

IID24: Isaiah Bready of Herndon bought .97 acres of land from Isabella for \$120 on 16 April 1885 (5E/109).

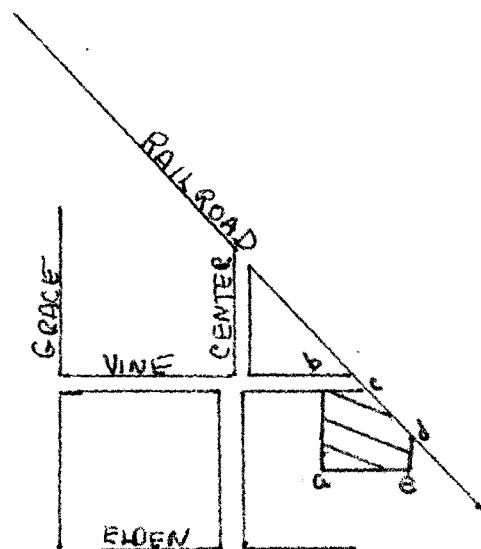
- a: begin at the corner of R.C. Mahoney and Mary Sperling,
- b: north and parallel with Centre Street 208 feet 8 inches to Vine,
- c: east along Vine 111 feet to west line of W, O & W railroad,
- d: southeast along railroad 231 feet to stake,
- e: south on west line of the Station lot 30 feet to stake,
- a: west 268 feet 8 inches to the beginning,

155 rods = 0.97 acres.

There clearly is some confusion here that I have not been astute enough to resolve--if leg 'd' is really 231 feet, it ends well past Spring Street and cannot connect to the beginning by going west 268 feet; also the 268 feet cannot be connected to the railroad line by 30 feet in any direction. Presumably (i.e., a guess) the land is the land outlined in Hopkins map bounded by Mahoney, Sperling, Vine Street, the railroad and Spring Street--this is an unsatisfactory assumption since the metes and bounds do not change in the later deeds but will be accepted as a hypothesis until someone has a brilliant thought.

N  
1"=500'

SE/109  
16 APRIL 1885  
ISABELLA ST JOHN →  
ISAIAH BREADY  
0.99 acres



B-364

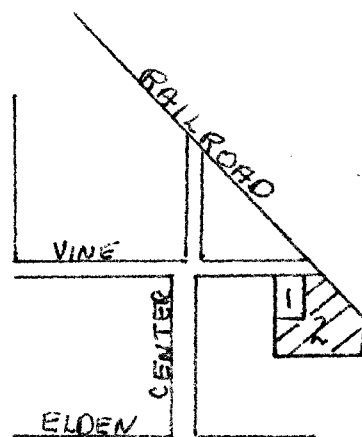


IID24a: Isaiah/Catherine Bready sold the Standard Oil Company of New Jersey 7800 square feet [0.18 acres] of land for \$150 on 2 March 1899 (C6/271).

- a: begin at the northeast corner of J. B. North's lot,  
being a point in the south line of Vine 104 feet 4  
inches from the east line of Center Street,
- b: easterly with south line of Vine 75 feet,
- c: south and parallel with Center Street 104 feet 4 inches,
- d: west and parallel with Vine 75 feet to a point in the  
east line of North,
- a: north with east line of J. B. North and parallel with  
Center Street 104 feet to the beginning.

7800 square feet = 0.18 acres.

N  
1"=500'



1: C6/271  
2 MARCH 1899  
ISAIAH/CATHERINE BREADY →  
STANDARD OIL COMPANY  
7800 sq feet

2: 64/38  
16 OCTOBER 1902  
ISAIAH/CATHERINE BREADY →  
HERNDON HILL COMPANY, INC

B-366

IID24b: Isaiah sold the remainder of this land to the Herndon Mill Company, Inc. "for \$1" on 16 October 1902 (6L/38).

- A: begin at corner of Mahoney, Garrett and Waters,
- B: north and parallel with Center Street 104 feet 8 inches to the southwest corner of the Standard Oil lot,
- C: easterly along the south line of Standard Oil 75 feet,
- D: northerly along eastern line of Standard Oil 104 feet to Vine,
- E: easterly along Vine 36 feet to the western line of the Southern Railroad Company,
- F: southeasterly along the railroad 231 feet to a point in its line,
- G: south on the west side of the west side of the railroad lot 33 feet,
- A: west 268 feet 8 inches to the beginning.

34,400 square feet = 0.79 acres.

IID25: Isabella sold W. Floyd Middleton of Herndon 1 village lot on 17 April 1885 (E5/88) for \$75.

- a: begin at the southeast corner of Centre and Vine,
- b: east on Vine 208 feet 8 inches to the west line of I. Bready,
- c: south with Bready 104 feet 4 inches to the north line of Sperling,
- d: west with Sperling 208 feet 8 inches to Centre St,
- a: north along centre 104 feet 4 inches to the beginning.

1 village lot = 1/2 acre.

Middleton sold the 1/2 acre to Joseph B. North of Philadelphia for \$85 on 20 February 1886 (5E/564).

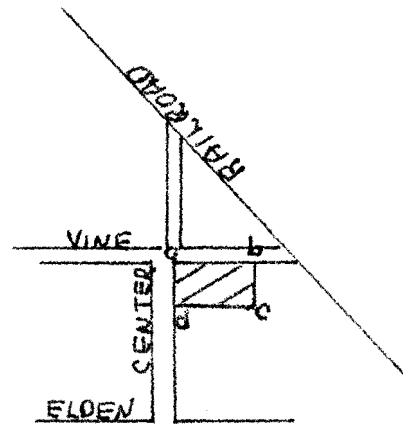
Joseph died in 1928 without a will and left Dr. J. B. North (dentist) of Washington, D.C., and Theodora North Filly as heirs to his land subject to the dower rights of his widow, Mary M. North. Mary died 7 January 1933.

Theodora sold her half interest\* in this half acre (along with the land of IID16) to R.B. Horn on 12 November 1938 (F13/490).

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\*I have not been able to find a deed in which J. B. North sells his half interest. Possibly he died and Theodora really owned it all. Further research needs someday to be done if anyone really cares to be correct.

N  
1"=500'



ES/88  
17 APRIL 1985  
ISABELLA ST JOHN →  
W. FLOYD MIDDLETON  
O. SOCKE

6-369

IID26: The jail! Just to add a little life to the Court records, Herndon's acquisition of property for its jail was not the usual purchase, but rather a condemnation of the land followed by an appeal.

On 20 November 1888 (H5/699) the following letter (I presume it was a letter) was sent to Isabella:

To Mrs. Isabella St. John,

Please take notice that on Monday, December 17, 1888, there will be application made to County Court of Fairfax County in behalf of the Town of Herndon, to appoint commissioners to ascertain a just compensation for a certain lot of land to you belonging, which is proposed to be taken by the Town for the purpose of a prison, and a pound and to make all necessary order for the administration thereof. The said lot is described as follows: begin at the intersection of Vine and Center Streets, thence running N 20° W 17 rods to the railroad, thence along the W, O & W railroad S 45° E 23 3/4 rods, thence S 88° W on Vine Street 16 rods to the beginning containing 3/4 of an acre and 16 square rods of land.

This notice is given and the said application is to be made by order of the Council of Herndon.

(Signed)

Elisha Dyer

Mayor, Herndon'

In addition to these words, H5/699 contains a paragraph, signed by George Williams, Sergeant of the Town of Herndon, stating that since Isabella did not reside in Virginia, the above notice was given to

I. Bready, tenant of Isabella, since "he being in possession [renting?] of said land."

On 10 October 1888 the Herndon Council had voted to condemn the St. John land.

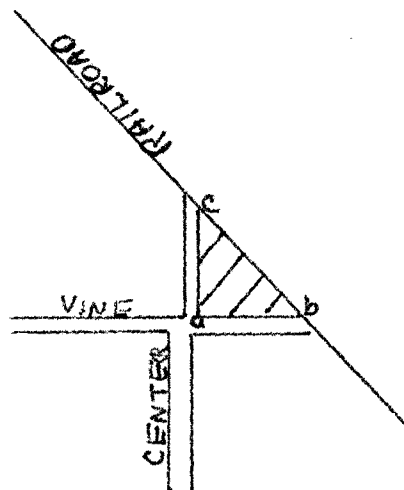
The Court appointed William Hanna, H. A. Stowell, L. D. Ballou, Robert C. Neuman and Robert S. Harrison commissioners in December 1888; any three of the commissioners could decide the correct compensation of the land.

On 7 February 1889 the County Clerk, F. Richardson, included a notice in the deed book that everyone agrees that due to inaccuracies in the report of the commission (what these inaccuracies are is not discussed) the report of 5 February 1889 is to be set aside and that Benjamin Middleton should replace L. D. Ballou as a commissioner and that the commission should meet on 27 February 1889 to decide compensation.

H. Stowell, Robert Harrison and Benjamin Middleton met on 27 February 1889 "on the land" and decided that \$61.00 was just compensation.

As all good attorneys should do, I. Bready, representing Isabella, appeared before the Court in March 1889 and convinced this esteemed and honorable body to raise the compensation to \$100--a 40% increase is worth going to Court. For clarity, the land for the prison, pictorially, was:

N  
1" = 500'



H 5/699  
MARCH 1289  
ISABELLA ST. JOHN →  
HERNDON  
3/4 O.C.R.E.

B-372



figure for the land for the prison

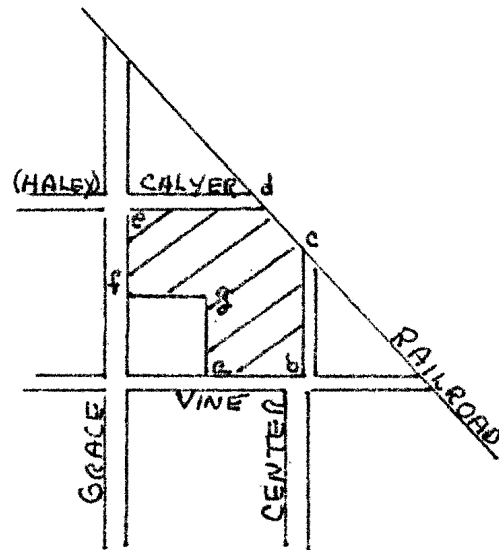
IID27: Edward St. John (executor of Isabella, who was executrix of Ancel) of Pittsburg, Pennsylvania, sold 3 acres to James P. Feltner of Herndon for \$500 on 18 May 1904 (P6/586).

- a: begin at the southeast corner of the Episcopal Church Rectory,
- b: east along Vine 208 feet 8 inches to Center Street,
- c: north along Center to the right of way of the Bluemont Branch of the Southern Railway,
- d: with west line of railroad to Calyer Street,
- e: west along Calyer to Grace,
- f: south along Grace 208 feet 8 inches to the northwest corner of Episcopal Church lot,
- g: east on north line of Rectory lot 208 feet 8 inches, to the northeast corner of the lot,
- a: south along the east line of the Rectory 208 feet 8 inches to the beginning,

3 acres.

James P./E. E. Feltner were able to withstand the popular pastime of placing liens on their land only until 2 March 1906 (T6/233) when they asked Benjamin Middleton and E. L. Detwiler to serve as trustees in a lien to secure a \$1500 debt owed Mary A. Van Deusen. The money, with 6% interest, was to be repaid in 2 years. The lien was released in 2 parts--13 June 1911 (J7/490) and 27 September 1915 (margin of T6/233).

N  
1" = 500'



P6/586  
18 MAY 1904  
EDWARD ST. JOHN →  
JAMES FELTNER  
30 ACRES

B-374

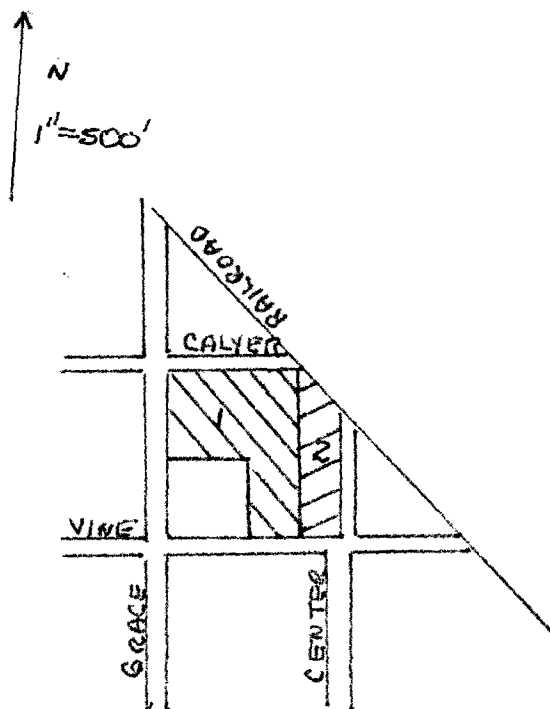
IID27a: Apparently the Feltners could not stand the pressure of conformity--the next day, 3 March 1906 (T6/252) they sold 2 acres of this land to W. F. Middleton of Herndon for \$1800, subject to the \$1500 trust.

- a: begin at the southeast corner of the Episcopal Church Rectory lot,
- b: east along Vine St 208  $\frac{2}{3}$  feet to Center Street,
- c: north along Center Street to the right of way of the Bluemont Branch of Southern Railway,
- d: with the western line of the railroad to Calyer Street,
- e: west along Calyer to Grace,
- f: south along Grace 208  $\frac{2}{3}$  feet to the northwest corner of the Rectory lot,
- g: east on the Rectory's north line 208 feet to its northeast corner,
- a: south along the east line 208  $\frac{2}{3}$  feet to the beginning,

3 acres,

less the 1 acre sold to the Herndon Cannery (IID27b).

W.F./Bertha C. Middleton of Herndon sold this land to C. M. Lawrence on 27 March 1906 (W6/592).



1: T6/252  
 3 MARCH 1906  
 JAMES/E.E. FELTNER →  
 W.F. MIDDLETON  
 2 ACRES

2: U6/377  
 14 MAY 1906  
 JAMES/E.E. FELTNER →  
 HERNDON CANNING COMPANY  
 1 ACRE

B-376

IID27b: On 14 May 1906 (U6/377) the Feltner's sold one acre (less the railroad right of way) to the Herndon Canning Company for \$400.

- a: begin at Vine and Center,
- b: with Vine 104  $\frac{1}{3}$  feet to stake,
- c: parallel with Center Street to Calyer Street, 417  $\frac{1}{3}$  feet to stake,
- d: with Calyer 24 feet to Southern Railroad right of way,
- e: with railroad to Center Street,
- a: with Center to Vine and the beginning,

1 acre.