

**1830 WHS DEED (text)**

***Original deed to the property underlying the Woodward High School***

Wm. Woodward  
Deed to  
Lewis & Cogswell

Rec. 18<sup>th</sup> Dec. 1830  
Recorded Book No.

35 Page 445

Griffin Yeatman

Recorder of Hamilton Cty  
Ohio

X  
paid

(Property Conveyance)  
This Indenture, made this sixteenth day of December, in the year of our Lord eighteen hundred and thirty, between William Woodward and Abigail Woodward of the one part, and Samuel Lewis and Osmond Cogswell of the other part, witnesseth that the said William Woodward, as well for and in consideration of the better educating of the rising generation, as also for and in consideration of the sum of ten dollars to him in hand, well and truly paid at and before the ensealing and delivery of these presents by the said Osmond Cogswell and Samuel Lewis, hath given, granted, aliened, enfeoffed, released, confirmed and conveyed, and by these presents doth give, grant, alien, release, enfeoff, convey and confirm unto the said Samuel Lewis and Osmond Cogswell, their successors and assigns forever, all the following described land and real estate lying and being in the city of Cincinnati in the county of Hamilton, and

(Property Description)  
*commencing* on Woodward Street, the north side as now laid out, one hundred and five foot east of Sycamore Street; *thence north* on a line parallel with Sycamore Street, and on the east line of a ten foot ally two hundred and fifteen foot to a sixty foot street to be laid out from Sycamore to Broadway; *thence* on the south line of said street *east* two hundred and twenty foot to a ten foot ally; *thence south* parallel with Sycamore Street on the last named ally two hundred and fifteen foot to Woodward Street; *thence west* to the place of beginning, being in the whole two hundred and fifteen foot from north to south and two hundred and twenty foot from east to west, bounded on the south by Woodward Street, on the north by a sixty foot street, and on the east and west by ten foot alleys,

*[An error in this description as to boundary lines made some considerable trouble, but was finally adjusted by the joint action of all parties concerned. Board Minutes, page 43.]*

and all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, issues and profits thereof, and all the estate, right, title, interest, property claims and demand whatsoever of him, the said William Woodward, in, to and over the said premises and every part and parcel thereof, to have and to hold the premises herein before described as meant or intended so to be to the only proper use, benefit and behoof of the said Samuel Lewis and Osmond Cogswell, their heirs and assigns and successors, as hereinafter directed, forever:

*(Creation of Woodward High School)*

Provided always, that the lands and tenements herein before described are to be appropriated to the purposes of education, and a high school shall be established and the buildings for the same erected on said premises as soon as in the opinion of the trustees thereof it shall be thought convenient and proper, in which school shall be taught all of the branches that are usually taught in high schools, and all other branches that shall be directed by the trustees thereof. The school so to be founded to be called "The Woodward high school of Cincinnati," and the said Lewis and Cogswell are to make immediate application and procure, if possible, an act of the legislature transferring to the trustees of the said High school hereinafter named all the property and funds, real, personal and mixed, that now belong to the Woodward Free Grammar School, for the erection of suitable buildings for said high school and the maintenance thereof, and for educating in the said high school the same description of children as are provided for in the deed executed by the said Woodward on the twenty fourth day of November, eighteen hundred and twenty six.

*(Two 7-year Trustees)*

The said high school, with the premises herein before described, and all the property, real and personal, belonging thereto, and every part and parcel thereof, to be managed by and under the exclusive control of five trustees, two of whom, viz., Samuel Lewis and Osmond Cogswell, are hereby empowered to hold their offices during their lives and nominate their successors severally by deed or will duly executed, and their successors are to continue to nominate their successors in the same way forever. And, if it should so happen, by reason of death, resignation or any other cause, that either of the places of the said two trustees should at any time become vacant, such vacancy or vacancies to be filled by appointments so made by the court of common pleas of said county every seven years, so that the trustees so appointed should hold their place seven years and until his or their successors should be duly appointed.

*(Three 3-year Trustees)*

The other three trustees to be judicious men, citizens of the city of Cincinnati, to be appointed by the city counsel of the said city, to hold their offices after such appointment three years and until successors shall be duly appointed; that is, there shall be three persons selected to fill said places and named in the act of incorporation, viz.: Lewis Howell to continue in office three years from the first week in May next, Oliver Lovell to remain in office two years from the same time and J. P. Foot to remain in office one year from the same time; and at the expiration of their terms as aforesaid, the city counsel aforesaid shall supply their places by appointment, so that there shall be one appointment each year for the succeeding three years, and so on forever – and the five trustees aforesaid and their successors to have full power make such rules for the governance of said institution from time to time as to them shall appear best.

*(4 Scholarships)*

It is a part of this conveyance and a condition annexed that said Lewis and Cogswell shall have the privilege of educating each two scholars, making in the whole four scholars in said high school continually free and clear of all expense as the only pay they have or ever will receive for their efforts to make the donations aforesaid available, and their successors shall be entitled to the same privilege forever so long as they remain trustees thereof.

In testimony whereof, the said William Woodward, with Abigail Woodward, his wife, who hereby relinquishes dower in said premises, have hereunto set their hands and seals this seventeenth day of December, eighteen hundred and thirty.

In presence of us

/s/ William Woodward

/s/ Henry Lewis

her

/s/ John Burgogne

/s/ Abigail X Woodward  
mark

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The State of Ohio  
Hamilton County

Before John Borgogne, a Justice of the Peace within and for said county, personally came William Woodward and Abigail Woodward, the within named grantors to the within deed of conveyance, and severally acknowledged the signing and sealing there to be their act and deed for the use and purpose therein expressed, and the said Abigail Woodward, said wife of the said William Woodward, being by me examined separate and a part from her said husband, and the contents of this deed being made known to her, declared that she signed and sealed the same without any fear or coercion of her said husband.

In testimony whereof, I have hereunto set my hand and seal, this 17<sup>th</sup>  
December, A.D. 1830.

/s/ John Borgogne  
Justice of the Peace