Maryland Historical Trust

Maryland Inventory of Historic Properties Form

1. Name of Property

Historic 141-143 Compromise St.

2. Location

street and number 141-143 Compromise St. not for publication

city, town Annapolis vicinity

3. Owner of Property

(give names and mailing addresses of all owners)

name Annapolis Summer Garden Theater

street and number 143 Compromise St.

city, town Annapolis state MD zip code 21401

4. Location of Legal Description

courthouse, registry of deeds, etc. Anne Arundel Courthouse

5. Primary Location of Additional Data

x Contributing Resource in National Register District

x Contributing Resource in Local Historic District

Determined Eligible for the National Register/Maryland Register

Determined Ineligible for the National Register/Maryland Register

Recorded by HABS/HAER

Historic Structure Report or Research Report at MHT

Other: __________________________

6. Classification

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Prepare both a one paragraph summary and a comprehensive description of the resource and its various elements as it exists today.

The brick and frame building that now houses the Summer Garden Theater is the only link to Annapolis’s life as a commercial seaport remaining on Compromise Street. Once the site of a colonial warehouse storing goods for a thriving transatlantic market, by the first third of the nineteenth century, the brick portion of the present building and the yard around it supported the commerce of the time by merchants and mariners, owners of sail and steam vessels, and dealers in lumber and coal. The last of those lumber and coal dealers added the frame portion of the present building around the turn of the twentieth century. For much of the twentieth century, the building housed a blacksmith shop whose owners adjusted to the city’s change from horses to automobiles. Now a popular performing arts venue, the building’s use continues to reflect the city’s economic basis and its transition from commerce and industry to culture and tourism.

Located in the Annapolis City Harbor area, the building at 141-143 Compromise Street consists of two distinct vernacular structures, a two bay early nineteenth century brick building to the south, with a two bay wood frame addition to the north constructed at the end of that century, adjacent to the foot of Main Street. The building has a painted standing seam metal roof. First used as a warehouse and lumberyard, and evolving in form over the years, these joined buildings were adapted for use as an open air community theatre in the late 1960s. A representation of the brick building (141) can be seen facing the harbor in Edward Sachse’s print of 1858, Bird’s Eye View of the City of Annapolis.

The existing two and one-half story, 20’ X 32’, brick building (141) was built c1830 as a waterfront warehouse, perhaps replacing an earlier eighteenth century building. It is of brick bearing wall construction with wood frame floor and roof structure. The brick is laid in common bond (headers every 6th course), and has been painted.

The east façade (street) consists of a 2 bay arrangement, with two double hung windows (six over six) serving the second story, and a wide (four foot) six panel door with an adjacent double hung window(six over six). The door has a stone sill and a wooden header. There is a large lintel spanning above the door and window, indicating that there may have been a larger opening at one time. The widows and shutters are replacements, and are set with a wood sill and wooden headers. The wall is capped with a nice, simple corbelled two brick cornice below the painted metal roof.

The south elevation is a full two and one-half story brick elevation with punched openings. There are doors on the ground and second floors, and a double hung window in the attic gable; these openings are aligned vertically, but are offset to the street from the ridge of the roof. There is a contemporary metal door at the west end of the second floor, providing emergency egress from the building. Earlier brick S plates are located at the level of the second and attic floors, evidence of earlier structural rehabilitation. There are painted wooden rake boards, with the painted metal roof forming a drip edge. The roof is pitched at a ten in twelve slope.

The rear elevation (west) of the brick portion of the building shows many signs of earlier repairs and structural modifications, but there is no evidence of any openings in the façade.

The 14’ X 32”, two and one half story wood frame addition to the north (143) was constructed in the last decade of the nineteenth century, replacing an earlier two story frame dwelling. It was modified during the renovation of the property.
The east façade is arranged in two bays, each floor having a door and a window opening. This wall is clad is painted german novelty siding running to a box cornice at the roof. The first floor door is recessed with a transom above a six-panel door and is constructed directly against the brick wall of the earlier building. Adjacent to this door is a large display window with painted trim more formal and detailed than expected for a vernacular working building. The second floor contains a slightly recessed access door, again constructed directly against the brick wall of 141. The second floor window is a large eight over eight double hung window (a replacement) with narrow painted trim, and a thin wood sill.

The north façade, reconstructed in the 1960s and 2010, is two and one half stories and is clad in painted wood board and batten siding. There are six double hung windows (two per story) aligned vertically in two bays; the windows are trimmed with flat painted boards with thin sills and a flat apron. There is a break between the siding boards above the head of the second floor windows. The roof is edged with painted flat board trim and turned over drip edge from the painted metal roof.

The rear (west) face of 143 has been heavily modified over the years and has no evidence of any earlier architecture. Currently, there is a wooden sliding door giving access from the building to the back stage of the performance area protected by a shed roof.

Roof pitches do not quite align between the two buildings due to the different construction periods and subsequent periods of re-roofing, and the current replacement roof reproduces the slightly awkward joint between the two that existed earlier.

At one time, the entire lot from side lot line to side lot line, and from the street to an early nineteenth century brick retaining wall along the rear property line, was enclosed in a 1 to 2 story frame lumber shed. This construction replaced various smaller frame shed on the rear of the buildings. The last incarnation of the shed was demolished in 1967, when renovation of the property was completed for the adaptive reuse of the property as the Annapolis Summer Garden Theatre.

Currently, this rear portion of the lot is used as an open-air theatre, constructed in 1968 with a stage, seating area and support spaces. It is enclosed on the south with a high wood painted board wall that supports a balcony for lighting and a control booth for theatre technicians. The rear (west) is enclosed by the brick retaining wall, fourteen feet high on the theatre side, while the north side is enclosed by a concrete block wall running from the brick wall to the corner of the building. The east side of the theatre enclosure is of painted wood boards and contains access doors to the theatre, an exit catwalk from the second floor of the building, and a access stairway to grade.

The building was rehabilitated in 2010 to repair damage caused by flooding during hurricane Isabel. This work included repointing of the masonry, repainting (a test was completed to ascertain if earlier paint could be removed – the test was not successful), replacement of earlier non historic windows, repairs to wood siding and trim, the installation of shutters (evidence remained of shutter installation), and a new painted, standing seam metal roof.
The interior of the buildings has been modified and renovated many times as the function of the property changed from use as waterfront warehouse, through lumber and paint storage, and as a welding shop, before its current life as an open air theatre. The first floor plan of the original masonry structure (141), and the first and second floor plans of the later addition (143) have been changed in plan and construction (the replacement of the earlier floor with a concrete slab), the second floor of 141 is one large room, most likely indicating its use as a warehouse.

While most earlier plan and construction details have been changed, the roof framing remains in its original state, visible in the attic, with opposed rafter pairs with no ridge beam, with earlier spaced wood sheathing remaining in place.
The brick and frame building that now houses the Summer Garden Theater is the only link to Annapolis’s life as a commercial seaport remaining on Compromise Street. Once the site of a colonial warehouse storing goods for a thriving transatlantic market, by the first third of the nineteenth century, the brick portion of the present building and the yard around it supported the commerce of the time by merchants and mariners, owners of sail and steam vessels, and dealers in lumber and coal. The last of those lumber and coal dealers added the frame portion of the present building around the turn of the twentieth century. For much of the twentieth century, the building housed a blacksmith shop whose owners adjusted to the city’s change from horses to automobiles. Now a popular performing arts venue, the building’s use continues to reflect the city’s economic basis and its transition from commerce and industry to culture and tourism.

On this site in the eighteenth century stood a 32 foot by 20 foot brick warehouse built about 1748 by merchant Nicholas Maccubbin, son-in-law of Dr. Charles Carroll, on an 800-square-foot parcel that Carroll gave Maccubbin as part of the marriage portion of his daughter, Mary Clare Carroll Maccubbin.¹ Nicholas included his 20-year-old son, John Henry Maccubbin, on an 1774 advertisement for the sale of imported goods, no doubt stored in his warehouse, and when Nicholas died a decade later, he devised that warehouse to John Henry.²

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¹ Provincial Court Land Records, Liber EI 8, folio 476.
² Maryland Gazette 9 June 1774; Will of Nicholas Maccubbin, MHS, MS 219, Box 7, Carroll-Maccubbin Papers abstracted in NEH Lot Histories, Parcel 35, Section 1.
John Henry Maccubbin improved his small warehouse lot with the addition of about 3,500 square feet behind it, a gift from his older brother Nicholas Maccubbin Carroll, who had inherited the land from their uncle, Charles Carroll, Barrister, and as instructed, had adopted his uncle’s last name. The enlarged warehouse lot remains almost unchanged in size to the present day as 141 Compromise Street.\(^3\)

The warehouse descended to John Henry Maccubbin’s son and grandson, both carrying the same given name, the latter of whom sold it to Adam and John Miller, in 1826. For some years prior to May 1836, the Millers operated a store next to their new lot in the brick building at the foot of Church Street (now 77 Main Street), which had once been the store of George Barber.\(^4\) The 1834 Claude Map of the city, placed Adam Miller’s house at the southwest corner of Market and Duke of Gloucester Streets and “his store” at the bottom of Church Street, across from the head of City Dock. He and his brother may have bought the Maccubbin lot next door to Barber’s store for additional space. From the wording of the 1826 deed, it is almost certain that the old Maccubbin warehouse was gone at that time, and it is a safe assumption that Adam and John Miller built the present structure.\(^5\)

Adam and John Miller were among those who petitioned the city council for a “highway” parallel to the waterfront in 1836. It took a year for the council to order the commissioners to investigate the lines of Church Street and establish where the new street would lie, but in September 1837, presumably following the advice of the commissioners, the council passed a bylaw to open Compromise Street from the line of Church Street and with the “east end of the brick warehouse of Messrs. Adam and John Miller” to the water and back to Church Street, thus taking in waterfront land between the new street and the shoreline to Chestnut (now Newman) Street. The council appointed a committee of three to determine the damages appropriate to owners whose property would be affected by the new street. John Miller, then mayor, removed himself from the deliberations because he was an interested party. The committee decided that the Millers would receive a loss and gain

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\(^3\) Anne Arundel County Land Records, Liber NH 2, folio 574; Edward C. Papenfuse, et al., A Biographical Dictionary of the Maryland Legislature, 1635–1789 (1979), I: 201; all Sanborn maps for this address, especially 1885, and current photos.

\(^4\) Anne Arundel County Register of Wills, Libers JG 1, folio 313 and JG 2, folio 250; Anne Arundel County Land Records, Liber WSG 12, 32; Chancery Record 151, 258, abstract in NEH Lot Histories, Parcel 35, Sect. II A, D, III A; ANnapolis Mayor, Aldermen, and Councilmen (Proceedings) 1831–1840 [M 47–19], p. 225; It is interesting that John Henry Maccubbin, son of Nicholas, who died in 1792, named in his will a son John Henry Gray, who would inherit only if he took the last name Maccubbin. Since the John Henry Maccubbin, who died in 1803 passed the land on to his own son John Henry, who made the sale to the Millers, it seems that he did make the name change. Unlike the act of Assembly that changed his granduncle’s name to Nicholas Maccubbin Carroll, there does not seem to be a act of Assembly to make John Henry Gray a Maccubbin, possibly because he was acknowledged one by his father.

\(^5\) Claude Map (Jane Wilson McWilliams, Annapolis, City on the Severn (2011), p. 143). See also the rationale for for the building at 141 Compromise Street in these files.
“about equal,” and they were not compensated. The topographical map prepared by US Coast and Geodetic Survey engineers in 1844 shows Compromise Street as a dotted line. The council ordered the street officially opened on July 1845, by which time obstructions were to have been removed.

By 1843, the Millers were seriously in debt. Both men mortgaged or sold personal property in 1843, and most of their real property was sold later that year at a sheriff’s sale that resulted from a judgement in the county court. Perhaps contributing to their financial troubles were construction costs of the new brick warehouse. When the property James and John Sands bought the property in 1845, they paid $700, considerably more the $200 the Millers had paid less than 20 years earlier.

The Sands brothers used the warehouse to support their mercantile and maritime interests. James described himself as “merchant” in 1860, and both termed themselves “sailor” in 1870. They owned the large schooner Isabella, which they used to haul lumber down the Bay, and a steam tug, Merchant, worth $2000 in 1867. The men contributed to city life: John Sands was one of the incorporators of the Annapolis Savings Institution in 1850 and supplied lumber for new butchers blocks in the 1858 Market House. James held a federal post as Collector of Customs in the Annapolis District for a several terms in the 1850s and invested in the new Annapolis Telegraph Co. in 1861.

In 1860, their warehouse on Compromise St was valued at $650, but the Sands brothers sold it three years later for $950. It may have been James and John Sands who added the lumber shed so attractive to subsequent owners. What effect the war, then raging, had on the purchase price is not known, but the purchaser, Solomon Phillips, was a successful grocer, wood and coal dealer, and landlord, with a great deal of property in town, including his dwelling on Market Space assessed at $2500 in 1860. He also owned schooners in the lumber

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7 USCGG topographical map, 1844 (McWilliams, Annapolis, City on the Severn, p. 149); ANNAPOULS MAYOR AND ALDERMEN (Proceedings) 1843–1850 [M 49-1], p. 233

8; AOMOL 817 AA Co. Ci, Chattel Records 1838-1845, pp. 242, 260; Anne Arundel County Land Records, Libers WSG 27, folio 142 and JHN 1, folio 116. According to a close analysis of the metes and bounds in the 1787, 1826, and 1845 deeds, the Maccubbin warehouse would have extended about ten feet into the bed of the new street.

9 Robert McIntire, Annapolis, Maryland, Families, 2:485; 1860 Federal Census, AA, Annapolis, p. 2; 1870 Federal Census, AA, Annapolis District, pp. 715, 716; Sun 21 Feb. 1863; Baltimore Sun 30 July 1867; McWilliams, Annapolis, City on the Severn, pp. 112, 163; Laws of Maryland, 1849, Chap. 371; Baltimore Sun 28 March 1853; NY Times 11 April 1857, 11 March 1858; Anne Arundel County Land Records, Liber IB 2, folio 316.
trade, oyster dredgers, a steam ferry, and a coal yard where coal was received and stored. The warehouse on Compromise Street with its adjoining lumber shed and yard would serve his business well.10

Solomon Phillips died in 1876, intestate, a widower with three daughters. His eldest daughter, Mary Letitia, married Waldo O. Bigelow, a Massachusetts-born officer in the Maryland Infantry and adjutant to several generals, who had achieved the rank of Major in 1865 for his “gallantry in the field.” The second Phillips daughter, Amanda, married Benjamin M. Payne. A third daughter, Francis E. Phillips, apparently died shortly after her father’s death. Solomon Phillip’s real estate was divided between his surviving daughters, with Amanda Payne receiving the warehouse on Compromise St.11

Waldo Bigelow had been postmaster in Annapolis for a number of years, perhaps since 1868, and when he was appointed to another term in 1877, three local men gave bond for his good conduct in the position. Bigelow and his wife and Benjamin and Amanda Payne mortgaged their own property to indemnify the bondsmen, one of whom was the Reverent William S. Southgate, rector of St. Anne’s Parish.12 However, Bigelow was arrested in March 1880 and charged with “irregularities in the discharge of his official duties” for hypothecating, in New York City, postage stamps valued at $4800. Bigelow was promptly removed from office, his sureties forfeited their bond and one of them covered his bail. The US. government brought suit in the federal District Court for Maryland for the amount of the debt and costs, determined to be $5667. Bigelow’s bondsmen paid the debt and promptly sued Bigelow and his family for reimbursement. Amanda Payne had died in 1879, but Mary Bigelow died in the fall of 1880, leaving a will that empowered her husband to sell whatever was necessary of her estate to settle his accounts. In the end, after the payment of other debts, all the properties that Mary and Amanda had inherited from their father — Solomon Phillips’s houses, lots, and the brick warehouse on Compromise St. — were sold at public and private sales in 1884 and 1885.13

When the initial auction of the Compromise St warehouse in April 1884 did not bring a sufficient bid, the trustees chose to sell it later, privately, for $1000. The two and a half story brick warehouse with 47.5 feet on Compromise and a depth of about 81 feet went to Joseph S. M. Basil and David O. Parlett, who had an

10 Annapolis Mayor and Aldermen, Assessment Record, 1860 (MSA M 72-3; 1/22/03/003); Anne Arundel County Land Records, Liber NHG 11, folio 501; Baltimore Sun 19 April 1867; Baltimore Sun 16 April and 25 Dec. 1875; Sanborn map, 1885.

11 Robert McIntire, Annapolis, Maryland, Families, 1: 553; Anne Arundel County Equity Papers, MSA C 70-141; 00/31/11/080; Anne Arundel County Equity Records, Liber SH 17, folio 184, 194.; Baltimore Sun 17 Sept. 1902 (quote re gallantry from this paper and also the Washington Evening Star, Anne Arundel Advertiser, 3 April 1884;

12 The exact dates of his service are unclear. Bigelow was nominated for the post in 1869 (Baltimore Sun 21 April 1869) and 1873 (Sun 19 March 1873), and local citizens requested his retention in April 1877 (Sun 14 April 1877). Bigelow listed his occupation as postmaster in the 1870 census (MSA Index 121), and his obituary in the Sun (17 Sept 1902) gave his dates of service as 1868 to 1880; Anne Arundel County Equity Records, Liber SH 17, folio 184 ff.

13 NY Times, 11 and 19 March 1880; Baltimore Sun 11 March 1880; Anne Arundel County Equity Records, Liber SH 17, folio 184 ff.
established grist mill, coal, hardware, and lumber business across Compromise Street at the end of Main Street. Joseph S. M. Basil was a man of financial acuity who amassed considerable wealth in the city by the early 1890s. Beginning with a grocery store on Market Space before the Civil War, Basil soon expanded into dry goods, feed, ice, coal, and hardware. In 1872 he allied himself with David O. Parlett and moved into the lumber business. With business interests extending across the construction trades, Basil and Parlett supplied building materials to the U.S. Naval Academy and State of Maryland as well as to private contractors. Basil invested in real estate, and by 1893 had amassed enough property to be called “the largest real estate owner in the city.”

Solomon Phillips’s brick warehouse on Compromise Street and its adjoining lumber yard became an adjunct to the Basil and Parlett activities across the street. When the company bought the warehouse building in 1885, there was attached to it on the northwest a narrow lot, part of the commercial complex at what is now 77 Main Street, but separated from that complex by a four-foot alleyway. On that lot was a small two-story frame dwelling. When the narrow lot and rights to the alley came up for sale in 1890, Basil and Parlett bought it, and apparently tore down the house, since it does not appear on the 1891 Sanborn map. The narrow lot measured 13 feet, 6 inches on Compromise by 82 feet, 6 inches back along the alleyway to the 12-foot brick wall that divided the properties facing Compromise Street from the old Carroll/Stockett property behind them, which by that time was owned by the county school commissioners. Basil and Parlett replaced the dwelling with a frame addition to the brick warehouse that matched the height of the existing structure on the street side and extended back to the brick wall with one-story.

For the next 35 years, the brick warehouse and its frame addition remained an adjunct structure to the larger complex at the foot of Main Street, owned by Basil and Parlett, and after Basil’s death in 1899 and an equity case to settle his estate, by David O. Parlett and his brother Claudius R. Parlett. The Parletts continued to supply the construction trades, and offered coal and wood, feed and ice from their buildings on the dock. The brick warehouse was often used to store paints and oils; the yard and shed around it housed lumber. Although the

14 Anne Arundel County Equity Records, Liber SH 17, folio 265; Anne Arundel County Land Records, Liber SH 30, folio 607; see photo in Warren, M. E. and Mame Warren, The Train’s Done Been and Gone (1976), p. 30. The sale to Basil and Parlett was reported to the Equity Court in 1885, but it was not recorded in the land records until 1887.
16 Sanborn maps, 1885, 1891, 1897; Anne Arundel County Land Records, Liber SH 38, folio 212; Anne Arundel County Land Records, Liber SH 30, folio 63; McWilliams, Annapolis, City on the Severn, pp. 228–230.
property was transferred several times among members of the Parlett family, some of whom lived in Norfolk, it remained part of Parlett & Parlett from 1903 to 1926.17

In January 1926, blacksmith Fred W. Shaw bought the two lots, with their improvements and the rights to the four-foot alley to the northwest. For many years, Shaw had kept his shop in the next block down at 100 Compromise Street, but it is likely that he was renting from the Parletts, whose lumber and coal yard occupied most of the Compromise Street waterfront. Now he would have his own property. In 1910, Fred W. Shaw advertised himself as a blacksmith and as one of two carriage builders in Annapolis, but by the time he bought the lots at 141–143 Compromise he had joined other city craftsmen in focusing on the automobile and its needs. In addition to general blacksmithing jobs and carriage work, Shaw advertised his shop in 1924 as offering “automobile work,” which included body work and repairing car tops and seats. As the local agent for auto springs, Shaw called his shop the “American Spring Service Station.”18

For more than 35 years, three generations of Shaw family blacksmiths practiced their craft in the old brick warehouse on Compromise Street. Changing with the times, the Shaws worked with whatever metal product needed their skills, from car springs to iron furniture. Their open-doored shop drew the attention of passersby with the bright flame of welding torches and the smell of hot metal. Finally, in 1961, Fred Shaw’s four surviving sons sold the property and shortly afterward moved their business out of downtown. By 1963, the building was vacant.19

Title to the property transferred to Anne Arundel County Board of Education and then to the Anne Arundel County government, both of which owned the property successively from 1962 to 1990, but neither of these public agencies made any direct use of the building. Instead, in the summer of 1967, they leased building and yard to a new theatrical group, which staged Carnival, The Night of the Iguana, and Hamlet under the stars on Compromise Street. Building on the wave of cultural arts that swept Annapolis in the early 1960s, and flushed with enthusiasm after their first season in the year before, theater volunteers transformed the Compromise Street

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17 Sanborn Maps, 1903, 1908, 1913, 1921; Evening Capital 6 Sept 1899; Anne Arundel County Land Records, Libers GW 34, folio 253, GW 54, folio 218, GW 71, folio 369, WMB 18, folio 479; Annapolis City Directories, 1910 (AOMOL vol. 542), pp. 78, 86; 1924 (AOMOL vol. 538), pp. 13, 116, 188, 229, 232, 248, 252.
18 Anne Arundel County Land Records, Liber WM 18, folio 479; Annapolis City Directories, 1910 (AOMOL 542), pp. 100, 127, 129; 1924 (AOMOL 538), pp. 9, 77, 224, 225, 230; Sanborn Maps, 1908, 1913, 1921.
blacksmith shop into a long-running summer theater. The Annapolis Summer Garden Theatre Company purchased the property from the county in 1990.\textsuperscript{20}

Just as use of the buildings and open space at 141–143 Compromise Street had changed over the decades from lumber yard to storage facility to craftsmen’s shop, according to the needs of the community, so its change in the mid 1960s to something very different was, again, reflective of the city’s own changes. Today the theater is a tribute to the efforts of hundreds of volunteers, who have invested their talents, hard work, and financial support to make live theater a continuing reality in an Annapolis very different from the city that first required the two-story brick warehouse.

Among the owners of this building who served in the municipal government were: Adam Miller (councilman 1827, 1833, commissioner, 1828, alderman, 1828, 1830, 1835, 1843), John Miller (mayor 1837–1840); James Iglehart (Councilman 1836, 1839), James Sands (alderman 1845), Solomon Phillips (alderman 1858, 1859, 1860, 1861 mayor 1864–1865), Joseph S. M. Basil (alderman, 1863, 1873), David O. Parlett (alderman, 1883, 1885).\textsuperscript{21}


Government records:
Annapolis Mayor and Aldermen Ordinances and Resolutions
Anne Arundel County Land Records
Federal Census Schedules, Anne Arundel County, Annapolis, 1900.

City Directories:
Annapolis City Directories, 1910, 1924 (Archives of Maryland Online).

Newspapers:
*Baltimore Sun*
*Evening Capital* (Annapolis)
*The Washington Post*

Maps:

Secondary Sources:
10. Geographical Data

Acreage of surveyed property 0.05
Acreage of historical setting
Quadrangle name Annapolis
Quadrangle scale: 24000

Verbal boundary description and justification

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The Maryland Inventory of Historic Properties was officially created by an Act of the Maryland Legislature to be found in the Annotated Code of Maryland, Article 41, Section 181 KA, 1974 supplement.

The survey and inventory are being prepared for information and record purposes only and do not constitute any infringement of individual property rights.

return to:  Maryland Historical Trust
            Maryland Department of Planning
            100 Community Place
            Crownsville, MD  21032-2023
            410-514-7600