ARTHUR BLACKWELL FAMILY HISTORY
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Written by William Bauman C & O Canal Association Volunteer
APRIL 2023

PREFACE

This family history was started because Arthur Blackwell was the Collector of tolls at Hancock, Md. from Feb. 1, 1840 through Dec. 31, 1850, according to the payroll records from the Chesapeake and Ohio Canal Company.¹

Text within (parenthesis) was found in the original document. Text within [brackets] is something I added for clarity or because it was missing from the original, e.g., census report.

I have added some additional family information to help other researchers. My interest stops with their departure from the canal.

New information on the family would be welcome.

William Bauman wdbauman1086@gmail.com APRIL 2023

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¹ All canal payroll and canal trade may be verified from www.candocanal.org.

We have not found the date when Arthur Blackwell first moved to Hancock. However, we have found in the 1820, census that Thomas C. Brent, [age 48] was living in Hancock, Md.² The household consisted of 6 free white persons and 15 slaves. Then a few days later we learn that Thomas C. Brent and Arthur Blackwell were merchants in Hancock as evidenced by their giving a mortgage to Samuel Robinson, of Morgan County, Virginia.³

Benjamin Bean, [Sr.], wrote his last will and testament on July 2, 1821, then he died on July 28, 1821, in Hancock, and was subsequently buried in Brent's Cemetery, there in Hancock. His will was witnessed by Thomas C. Brent, Jacob Snively and Arthur Blackwell, whose names will crop up often in this family history.

On November 14, 1823 a certain Archibald Montgomery, in consideration of \$127, sold 3 horses, 8 cattle, 9 sheep, a wagon and 4 sets of harness, a windmill and 2/3 parts of grain in three fields, to Thomas C. Brent and Arthur Blackwell.⁴ It was a Bill of Sale rather than a mortgage. At the same time and place, a certain John Montgomery, in consideration of \$126, sold 2 horses and a colt, 3 milch cows, 3 bulls, 2 calves, 4 sheep, a loom, and 2/3 parts of grain in two fields, to Thomas C. Brent and Arthur Blackwell.⁵ The identicality of text, witnesses and Justice of the Peace suggests these two Bills of Sale were done together. The Montgomery's did not sell their land or house, so they weren't leaving Washington County. Because they did not sell all their grain in their fields, maybe they had additional livestock, not sold.

By Dec. 17, 1823, Isaac Conoway owed \$200 to Arthur Blackwell; Isaac Conoway sold his house-full of furnishings, a cow, a mare, a cart and harness and his mason tools to pay the debt. On March 4th 1824, Arthur Blackwell was owed \$720 by a George Switzer, who put up two slaves, two sets of blacksmith tools, a cow, and much household furnishings as collateral for repaying the debt.

Arthur Blackwell, age 38, married Margaret L. Hunton, age 20, on Nov. 23,1825, in Fauquier County, Virginia. Note that she was born March 1,1805 and her mother, Hannah Logan Brown Hunton, died March 4,1805, suggesting that her mother died in child-birth.

On June 7th 1826, in consideration of \$75, Joseph Boone sold a horse, a tin plate stove, a sow and 4 pigs and 3 shoats to Arthur Blackwell.⁸

On May 26th, 1828, there was a meeting held at the house of Walter Blackwell [Arthur's older brother] in Hancock. Thomas C. Brent, presiding, at which William Price and George Baltzell, who were pledged to vote for John Quincy Adams for President and William Rush for Vice-President of the United States, were indorsed for Presidential electors.⁹

Later, on July 7th, 1828, Walter and Sarah Blackwell, Arthur and Margaret Blackwell and John and Mary Brosius, sold such portions of their Lots 14 and 15, in the Town of Hancock, to the Chesapeake and Ohio

² 1820 census, Maryland, Washington County, Hancock, enumerated on 8/7/1820, p. 2.

Washington County Courthouse, Hagerstown, MD, Deed Book EE, p. 734, recorded 8/25/1820.

Washington County Courthouse, Hagerstown, MD, Deed Book GG, p. 490, recorded 11/17/1823.

Washington County Courthouse, Hagerstown, MD, Deed Book GG, p. 491, recorded 11/17/1823

Washington County Courthouse, Hagerstown, MD, Deed Book GG, p. 530, recorded 12/20/1823.

Washington County Courthouse, Hagerstown, MD, Deed Book GG, p. 704, recorded 3/12/1824.

Washington County Courthouse, Hagerstown, MD, Deed Book HH, p. 1065, recorded 6/12/1826.

Western Maryland History – 1882, p. 1255.

Canal Company for the construction of said Canal and their works and appendages. ¹⁰ At the same time and place, Thomas C. Brent and Arthur and Margaret Blackwell sold such portion of their Lot 10, in the Town of Hancock, to the Chesapeake and Ohio Canal Company, as the Company needed to construct said Canal, the works and appendages. ¹¹ The amount to be paid for the portions of the three lots was "to be determined."

In March, 1829, the Governor of Maryland appointed Benjamin Bean and Arthur Blackwell as 5th District Justices. ¹²

The 1830 census listed Arthur Blackwell [age 43], as a resident of Fauquier County, Virginia. ¹³ The household consisted of: 1 white male 20 thru 29 [unknown], 1 while male 30 thru 39 [possibly Arthur, age 43], 1 white female 5 thru 9 [unknown], 1 white female 20 thru 29 [possibly Margaret, age 25], and 5 slaves. No record of children has been found.

The 1830 census reported Thomas C. Brent, [age 58] was a resident of District 5 [Hancock], Washington County, Maryland. The household consisted of 3 white persons and 17 slaves.

Arthur Blackwell signed a promissory note in the value of \$321.40 to J. & J. Douglas, of Alexandria, Va. ¹⁵ The note was endorsed and then lost on Pitt street, between King and Prince streets. A small gratuity for its return to J. & J. Douglas.

Thomas C. Brent died on Sunday morning, Dec. 25, 1831, at his residence, near Hancock. He too was buried in Brent's Cemetery. Shortly thereafter, his son, George Brent became Executor of the estate as shown in the following advertisement. The death of Thomas C. Brent, Executor of the estate of Valentine Dyche, left that estate in limbo until George Brent was assigned to settle those affairs, as

Notice is hereby given,

shown:

THAT the subscriber bath obtained from the Orphans'
Court of Washington county, in Maryland, Letters
Testamentary on the personal estate of
THOMAS C. BRENT.

Late of said county dec'd. All persons having claims against the said deceased, are hereby warned to exhibit the same, with the vouchers thereof, to the subscriber, on or before the 12th day of July next; they may otherwise by law, be excluded from all benefit of the said estate.—Given under my hand this 12th day of January, 1832,

GEORGE BRENT, Extr.

N. B. All persons indebted to said estate, are requested to make immediate payment.

January 12

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Executor's Notice.

of Valentine Dyche, late of Washington county, deceased, that as Executor of Thomas C. Brent, deceased, who was Executor of said Valentine Dyche, deceased, I have made distribution of the balance of said estate, in the hands of the late Executor, among the creditors of said Valentine Dyche, deceased, and that the same is now ready to be paid over.

GEORGE BRENT, Ex'r. of Thomas C. Brent, deceased Hancock, January 9 12-3w

Washington County Courthouse, Hagerstown, MD, Deed Book KK, p. 268, recorded 9/8/1828.

Washington County Courthouse, Hagerstown, MD, Deed Book KK, p. 270, recorded 9/8/1828.

The Mail, Hagerstown, Md., newspaper, Friday, 3/8/1829, p. 2.

¹⁸³⁰ census, Virginia, Fauquier County.

¹⁸³⁰ census, Maryland, Washington County, Hancock.

¹⁵ Phenix Gazette, Alexandria, Va., newspaper, 2/13/1830, p. 2.

Torch Light, Hagerstown, Md., newspaper, Thursday, 12/29/1831, p. 3.

¹⁷ Torch Light, Hagerstown, Md., newspaper, Thursday, 1/12/1832, p. 3.

In the Maryland House of Delegates of Saturday, Feb. 15th, 1834, ¹⁸ Mr. Mann presented a petition of Arthur Blackwell, of Washington County, praying for an act to authorize him to bring into this State certain negroes therein named, who are slaves for life. The petition was read and referred to the committee on the colored population. Apparently the petition was granted because on Feb. 18th, 1834 he brought in negro slaves James, age 19, and Patsy, age 12.¹⁹ Then on April 25, 1834, he brought in negro slaves Jemima, age 51 and Sally, age 16.²⁰

Arthur Blackman added negro slave Benjamin, age 55 years, to the household on April 11, 1835.²¹

On Dec. 12, 1835, in consideration of \$500, Jacob Snively and Harriet, his wife, and Arthur Blackwell & Margaret L., his wife, sold a portion of their two lots to the Chesapeake and Ohio Canal Company. ²²

On April 6, 1836, as a result of a Democratic meeting, Arthur Blackwell was appointed one of 40 delegates to represent Washington county in the Democratic Republican State Convention held in Baltimore held on May 18, 1836.²³

On April 30, 1836, a large number of citizens met at the house of Benjamin Bean, to discuss Internal Improvements. Arthur Blackwell, Esq., was appointed Secretary. Henry A. Leonard, Esq., was one of a committee of five to express the opinions of the meeting. The meeting *Resolved* That the legislature of Maryland should provide such means as to secure the speedy completion of the Chesapeake and Ohio Canal and the Baltimore and Ohio Railroad.²⁴

Joseph Horner lost a pair of saddle bags on the stage coach from Hagerstown to Cumberland and offered a \$10 reward to the finder for delivering the saddle bags and contents to Mr. Arthur Blackwell, Hancock, Md., or to himself in Warrenton, Fauquier County, Va. 25

The Central Committee of Washington Co. called voters to a meeting at the house of Benjamin Bean, in Hancock, on May 20th, 1837, for the purpose of selecting Delegates to a convention to meet in Hagerstown, on June 10th, to nominate a suitable candidate for the next Congress. Arthur Blackwell was appointed Secretary to the meeting. James Coudy was appointed one of the delegates.²⁶

On February 27, 1839, Benjamin Bean and Arthur Blackwell were appointed and assigned District Justices of the fifth Election District Court in Washington County.²⁷

¹⁸ Torch Light, Hagerstown, Md., newspaper, Thursday, 2/27/1834, p. 2.

Washington County Courthouse, Hagerstown, MD, Deed Book OO, p. 845, recorded 3/15/1834.

Washington County Courthouse, Hagerstown, MD, Deed Book PP, p. 144, recorded 5/23/1834.

Washington County Courthouse, Hagerstown, MD, Deed Book PP, p. 900, recorded 5/8/1835.

Washington County Courthouse, Hagerstown, MD, Deed Book RR, p. 525, recorded 2/9/1836.

The Mail, Hagerstown, Md., newspaper, Friday, 5/15/1836, p. 2.

The Mail, Hagerstown, Md., newspaper, Friday, 5/6/1836, p. 2.

²⁵ The Torch Light & amp. Hagerstown, Md., newspaper, Thursday, 3/9/1837, p. 3.

The Mail, Hagerstown, Md., newspaper, Friday, 5/26/1837, p. 2.

Washington County Courthouse, Hagerstown, MD, Deed Book TT, p. 839, 3/2/1839.

On July 20, 1839, Arthur Blackwell called the Democrat Central Committee to a meeting to elect seven delegates to a County Convention at Hagerstown on Aug. 3, 1839 for the purpose of nominating four Democratic candidates to the next Legislature; Benjamin Bean was one of the seven delegates.²⁸

On February 27, 1840, Benjamin Bean and Arthur Blackwell were appointed and assigned District Justices of the fifth Election District Court in Washington County.²⁹

On April 11, 1840, John Hammon, in consideration of \$400, sold several parcels of land to James H. Bowles, Arthur Blackwell, George Brent and Jacob Snively.³⁰ The 1840 census reported Arthur Blackall [*sic.* Blackwell] as living in Hancock, Md.³¹ The household consisted of 5 free white persons and 4 slaves. Arthur Blackwell was the Collector for the Chesapeake and Ohio Canal at Hancock in 1840, 1841, 1842, 1845, 1846, 1848 and 1850.³²

On March 9, 1841, Benjamin Bean and Arthur Blackwell were appointed and assigned District Justices of the fifth Election District Court in Washington County.³³

On or about March 28th 1843, Walter Blackwell, in consideration of \$300, sold two negro slaves, some livestock and other property to his brother, Arthur Blackwell.³⁴ The items were situated in the Town of Hancock. On the same day, Arthur Blackwell took a \$2,150.43 mortgage from his brother, Walter Blackwell, who used his brick townhouse and another lot of ground, both in Hancock, as collateral.³⁵ The mortgage was to be paid by Oct. 1, 1843, with legal interest.

On March 21, 1845, in consideration of \$95, Thomas Gilleece, of Hancock, sold an old boat, two horses, a cart and harness, two stoves and two horse buckets to Arthur Blackwell.³⁶ On the same day, Arthur Blackwell took a \$150 mortgage from Thomas Gilleece who used Lot No. 9, in Rowlands Addition to Hancock, as collateral.³⁷

On July 2, 1850, in consideration of \$110.10, Arthur Blackwell took a mortgage on the goods, furniture and household stuff of George W. Grosh.³⁸ If George W. Grosh repaid the \$110.10, with legal interest, on or before Sept. 1, 1850, the mortgage would be forgiven.

The 1850 census reported Arthur Blackwell, age 60, as living in Hancock, Md.³⁹ The head of the household was Margaret Blackwell, age 40, living in dwelling number 886. The 1850 census also reported Arthur Blackwell had seven slaves [2 adult females, 3 female children and 2 male children].

The Mail, Hagerstown, Md., newspaper, Friday, 7/26/1839, p. 2.

Washington County Courthouse, Hagerstown, MD, Deed Book UU, p. 900, 3/2/1840.

Washington County Courthouse, Hagerstown, MD, Deed Book WW, p. 186, 5/1/1840.

³¹ 1840 Census, Maryland, Washington County, Hancock District, p. 187.

Historic Resource Study: Chesapeake & Ohio Canal, by Harlan D. Unrau, Chapter 9, Managing Maintenance 1830-1924, p. 599, 602, 607, 612, 615, 618 and 620.

Washington County Courthouse, Hagerstown, MD, Deed Book YY, p. 86, 3/16/1841.

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 1, p. 46, 4/7/1843.

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 1, p. 47, 4/7/1843.

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 2, p. 793, 3/24/1845.

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 2, p. 795, 3/24/1845.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 5, p. 233, 7/12/1850.

³⁹ 1850 census, Maryland, Washington County, District 2, enumerated 8/15/1850, p. 125.

The 1850 census listed Elizabeth Blackwell, age 71, a farmer with real estate valued at \$8,000, as living in Ashby, Fauquier County, Virginia.⁴⁰ She was living alone and apparently unmarried. This would have been the older, spinster sister of Arthur Blackwell.

Arthur Blackwell was appointed one of the Washington County Justices of the Peace as of Jan. 17th, 1851.⁴¹

A newspaper reported that Arthur Blackwell was appointed one of many Washington County Justices of the Peace for 1852.⁴²

On March 6, 1852, George Brent and Arthur and Margaret L. Blackwell sold Lot 10, in Hancock, to Banner Graves, in consideration of \$300.⁴³

Arthur Blackwell must have been in poor health which caused him to publish his last will and testament, dated March 15, 1852; a transcript is provided at the back of this report. Note that no children were mentioned in the will; however, Virginia C. Snively, daughter of his sister (Harriet Blackwell Snively) was mentioned, as was Harriet Blackwell Snively and Mary Blackwell Ohr, Arthur's two youngest sisters. Then he died on May 27, 1852 and was buried in Brent Cemetery, Hancock. Per the last will and testament, Jacob Snively was designated the Executor of the Arthur Blackwell estate by the Orphans' Court of Washington County. On June 8, 1852 all persons having claims against the estate were warned to exhibit the same with the vouchers thereof, on or before Dec. 20, 1852. All persons knowing themselves to be indebted to the estate were requested to call on Mr. Snively and make immediate payment. On March 5, 1853, Jacob Snively sold the Blackwell house and lot in Hancock to David Neill for \$1,021; it took until Nov. 10, 1853 for the sale to be ratified by the Court and for David Neill to pay the purchase money, at which time Jacob Snively executed a conveyance for the real estate.

Note that the Last Will and Testament of Arthur Blackwell also had to be admitted to the Fauquier County, Virginia Court because Arthur Blackwell left the house and lot being in New Baltimore, Va. to Margaret L. Blackwell, his wife.

Ethelbert Taney was appointed by the governor a Justice of the Peace in Washington County, in place of Arthur Blackwell, deceased. 46

^{40 1850} census, Virginia, Fauquier County, enumerated on 10/8/1850, p. 114.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 5, p. 498, 1/21/1851.

Sun, Baltimore, Md., newspaper, Thursday, 2/26/1852, p. 1.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 6, p. 554, 3/24/1852.

⁴⁴ Herald of Freedom & Torch Light, Hagerstown, Md., newspaper, Wednesday, 6/16/1852, p. 3.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 8, p. 207, 12/15/1853.

Sun, Baltimore, Md., newspaper, Friday, 8/27/1852, p. 4.

VITAL STATISTICS OF ARTHUR BLACKWELL FAMILY

Name	Rel.	Born	Married	Died	Birth State
David Blackwell	hus	11/27/1755	5/20/1776	6/25/1841	Virginia
Ann Lewis	wife	1759	5/29/1776	4/23/1848	Virginia
Lewis Blackwell	son	3/15/1777			Virginia
Elizabeth Steptoe Blackwell	dau	8/17/1778	Never		Virginia
Alexander Blackwell	son	3/6/1780			Virginia
George William Brent Blackwell	son	2/7/1782			Virginia
Walter Blackwell	son	8/7/1784	8/11/1820	8/31/1845	Virginia
Arthur Blackwell	son	4/30/1787	11/23/1825	5/27/1852	Virginia
Ann Blackwell (Newman)	dau	4/13/1789	1819	1880	Virginia
Samuel Blackwell	son	4/12/1791		7/7/1853	Virginia
Kitty Blackwell	dau	3/3/1793			Virginia
John Blackwell	son	6/5/1795			Virginia
Lucy Blackwell	dau	3/1/1797			Virginia
Harriet Blackwell (Snively)	dau	11/6/1798	9/6/1826	4/27/1869	Virginia
Mary Blackwell (Ohr)	dau	1/10/1801	2/17/1835	10/10/1875	Virginia
William Blackwell	son	8/1803			Virginia
The second secon	2311	0.1002			
James Hunton	hus	7/31/1763			Virginia
Hannah Logan Brown , (1 st)	wife	2/11/1765	2/6/1786	3/4/1805	Virginia
Charles Hunton	son	1/4/1787		1854	Virginia
Eppa Hunton	son	1/30/1789			Virginia
James Hunton	son	5/16/1791		6/19/1791	Virginia
Silas Hunton	son	10/23/1792			Virginia
Judith Hunton (Hampton)	dau	7/1/1795			Virginia
William E. Hunton	son	8/8/1799			Virginia
Thomas Logan Hunton	son	4/23/1802		2/1858	Virginia
Margaret L. Hunton (Blackwell)	dau	3/1/1805	11/23/1825	8/20/1833	Virginia
James Hunton	hus	7/31/1763	5/1/1000		Virginia
Elizabeth McNish , (2 nd)	wife	5/7/1767	5/1/1809		Virginia
End	of 1st C	Generation			
Walter Blackwell	hus	8/7/1784	0/11/1020		Virginia
Sarah "Sally" Brosius	wife	7/1/1779	8/11/1820		Virginia
Arthur Blackwell	hus	4/30/1787	11/22/1925	5/27/1852	Virginia
Margaret L. Hunton	wife	3/1/1805	11/23/1825	2/27/1833	Virginia
Thomas Jett Newman	hus	1781	1810	1826	Virginia
Ann Blackwell	wife	4/13/1789	1010	1880	Virginia
Virginia E. Newman	dau	1812		1852	Virginia
Hartley Newman	dau	1817			Virginia
Mary Lewis Newman	dau	1820		1880	Virginia
Martha Newman	dau				

VITAL STATISTICS OF THOMAS C. BRENT FAMILY

Name	Rel.	Born	Married	Died	Birth State				
Thomas C. Brent	hus	1772		12/25/1831	Maryland				
Harriet Lewis	wife	1770		1823	Maryland				
George L. Brent	son	1796		1881	Maryland				
End of 1st Generation									
George L. Brent	hus	1796		1881	Maryland				
Anna	wife				Maryland				
Thomas C. Brent	son	1828	infant	12/6/1829	Maryland				

Washington County Courthouse, Hagerstown, MD, Deed Book EE, p. 734, 8/25/1820.

At the request of Brent & Blackwell the following Mortgage was recorded August 25th 1820.

This Indenture made this third day of August in the year of our Lord one thousand, eight hundred and twenty between Samuel Robinson of Morgan County and State of Virginia of the one part and Thomas C. Brent and Arthur Blackwell, Merchants, trading under the firm of Brent and Blackwell in Hancock Town, Washington County and State of Maryland of the other part.

Whereas the said Samuel Robinson stands justly indebted unto the said Brent & Blackwell in the sum of two hundred and twenty-five dollars and ninety-two cents, current money of Maryland. Now this Indenture Witnesseth that the said Samuel Robinson in consideration of the said debt or sum of two hundred & twenty-five dollars and ninety-two cents owing to the said Brent & Blackwell as aforesaid and for the better securing the payment thereof with interest from this date, to the said Brent & Blackwell. their heirs, executors, administrators and/or assigns, on or before the first day of August next ensuing the date hereof, and also in consideration of the further sum of one dollar current money of the United States to him the said Samuel Robinson by the said Brent & Blackwell in hand paid, at or before the sealing and delivery of these presents, the receipt whereof the said Samuel Robinson doth hereby acknowledge, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, release and confirm unto them the said Brent & Blackwell, their heirs and assigns, one house and part of a lot of ground situate in Hancock Town, Washington County, Maryland, said part of a lot of ground containing fifty-three feet front on the Main Street and running back the depth of said lot being three hundred & thirty feet, and distinguished in the plat of said Town by number ten, as by a deed from John Watt to John & Samuel Robinson bearing date in the year eighteen hundred and nineteen and on the Records of Washington County may now fully appear. To have and to hold the said house & part of a lot of ground and premises, and every part and parcel thereof with all the appurtenances thereunto belonging unto the said Brent & Blackwell, their heirs and assigns, to the only proper use and behoof of them the said Thomas C. Brent & Arthur Blackwell, their heirs and assigns, forever, provided always, and it is the true intent and meaning of these presents, and of the said parties hereunto, that if the said Samuel Robinson, his heirs, executors or administrators do and shall, well and truly pay or cause to be paid unto the said Brent & Blackwell their executors, administrators or assigns the said sum of two hundred and twenty-five dollars and ninety-two cents, current money, with legal interest for the same from the date hereof, on or before the first day of August next ensuing the date of these presents, then and from thence forth these presents and every matter and thing contained therein, shall cease and be utterly null & void, anything contained to the contrary thereof in any wise notwithstanding and the said Samuel Robinson for himself, his heirs, executors and administrators doth covenant, promise and agree to and with the said Brent & Blackwell, their executors, administrators and assigns, that he the said Samuel Robinson. his heirs, executors or administrators, of some of them, shall and will pay or cause to be paid unto the said Brent & Blackwell their heirs, executors, administrators or assigns the said sum of two hundred and twenty-five dollars and ninety-two cents, with legal interest as aforesaid, on the day herein before limited for payment thereof, and in case any default shall happen or be made of or in payment of the said sum of two hundred and twenty-five dollars and interest as aforesaid, or any part thereof, that then the said Brent & Blackwell, their heirs and assigns, shall and may from time to time, and at all times, after such default shall happen to be made in payment of the said sum of two hundred and twenty-five dollars and ninety-two cents & interest aforesaid or any part thereof peaceably and quietly have, hold or enjoy, possess and enjoy all and singular the said house and part lot of ground and premises with the appurtenances, and every part and

parcel thereof, without the let, hinderance or molestation of him the said Samuel Robinson, his heirs or assigns or of any other person or persons whatsoever lawfully claiming or to claim by, from or under him, them or any of them, and further that he the said Samuel Robinson, his heirs and assigns, the said hereby granted and released premises & every part thereof, shall and will at any time after such default made in payment as aforesaid, make and execute, do and suffer, all such further or other acts, matters and appearances whatsoever, for the further and better appearing and appearing of all and singular the premises with the appurtenances as hereby granted, unto them the said Thomas C. Brent & Arthur Blackwell, their heirs or assigns, and lastly it is covenanted and agreed upon by and between both of the said parties to these presents and it is hereby declared to be the true intent and meaning hereof and of the parties hereunto that until default shall be made in payment of the said sum of two hundred and twentyfive dollars and ninety-two cents, and legal interest for the same, as aforesaid and according to the time limited for the payment thereof, it shall and may be lawful for the said Samuel Robinson, his heirs and assigns, peaceably and quietly to have, hold and enjoy all and singular the said premises, within granted and released and every part thereof, with the appurtenances, and to have and receive the rents and profits thereof to his and their own particular use and benefit, anything herein contained to the contrary thereof in any wise notwithstanding. In witness whereof the said Samuel Robinson hath hereunto set his hand and affixed his seal the day and year first within written. Samuel Robinson {Seal}

Signed, sealed and delivered in presence of A. H. Bowles, William Yates.

State of Maryland, Washington County, to wit: On this third day of August in the year of our Lord one thousand, eight hundred and twenty, personally appeared Samuel Robinson of Morgan County and State of Virginia being the grantor named in the within instrument, before us the subscribers two of the Justices of the Peace for the County aforesaid, and acknowledged the within instrument of writing to be his act and deed, and the house & part lot and premises therein mentioned and hereby bargained & sold to be the right and estate of the within named Thomas C. Brent & Arthur Blackwell, party grantors also therein named their heirs and assigns forever, according to the purported true intent and meaning of said instrument of writing and the acts of Assembly in such case made and provided. – Taken and certify the day and year first above written by & before:

J. H. Bowles, William Yates.

Washington County Courthouse, Hagerstown, MD, Deed Book GG, p. 530, 12/20/1823.

At the request of Arthur Blackwell, the following Bill of Sale was recorded December 20th 1823.

Know all men by these presents that I, Isaac Conoway of Washington County in the State of Maryland for and in consideration of the sum of two hundred dollars, current money, to me in hand paid by Arthur Blackwell of the County and State aforesaid, at and before the sealing and delivery hereof, the receipt whereof I do hereby acknowledge, have granted, bargained and sold & by these presents do grant, bargain and sell unto the said Arthur Blackwell his executors, administrators and assigns, the following property, to wit: one bay mare, one black cow, one cart & two sets of horse gears, two wheelbarrows, two shotguns, two feather beds, bedsteads & bedding, two straw beds, bedsteads & bedding, one bureau, one corner cupboard and its contents, one dining table, two breakfast tables, one stand, one chest, six Windsor chairs with all my kitchen and household furniture of every description and also all my mason tools such as hammers, trowels, sledges, spades, picks & matoxs, all of which property is now in my possession. To have & to hold the same described property above bargained and sold unto him the said Arthur Blackwell his executors, administrators and assigns, forever, to his and their only proper use and benefit, and I, the said Isaac Conoway for myself, my executors and administrators shall and will warrant and forever defend by these presents to the said Arthur Blackwell, his executors, administrators and assigns, the said described property against me, my executors and administrators and against all and every person or persons whomsoever claiming the same or any part thereof. In testimony I have hereunto set my hand & affixed my seal the seventeenth day of December, eighteen hundred & twenty-three. Signed, sealed and delivered in presence of us Isaac Conoway {Seal} Thomas C. Brent, George Brent.

State of Maryland, Washington County: On this seventeenth day of December, eighteen hundred & twenty-three, before me the subscriber, one of the Justices of the Peace in and for said County, personally appeared Isaac Conoway and acknowledged the foregoing instrument of writing to be his act and deed according to the intent and meaning thereof and the act of Assembly in such case made and provided. Acknowledged before:

Thomas C. Brent

Washington County Courthouse, Hagerstown, MD, Deed Book GG, p. 490, 11/17/1823.

At the request of Thomas C. Brent and Arthur Blackwell, the following Bill of Sale was recorded November 17th 1823.

Know all men by these presents that I, Archibald Montgomery of Washington County in the State of Maryland for and in consideration of the sum of one hundred twenty-seven dollars, current money, to me in hand paid by Thomas C. Brent and Arthur Blackwell of the County and State aforesaid, before the sealing and delivery hereof, the receipt whereof I do hereby acknowledge, have granted, bargained, and sold and by these presents do grant, bargain and sell unto them the said Thomas C. Brent and Arthur Blackwell, their executors, administrators & assigns the following property, to wit: one cream colored or dun mare, one bay mare, one brown horse, five head of milch cows, two heifers one year old, one steer one year old, nine head of sheep, one wagon & four sets of gears, one windmill and two thirds parts of three fields of grain in the ground. All which property is now in my possession, to have and to hold the above described property hereby bargained and sold to the said Thomas C. Brent and Arthur Blackwell, their executor, administrators and assigns, forever, to them and their only proper use and benefit. And I, the said Archibald Montgomery for myself, my executors and administrators shall and will warrant and forever defend by these presents to the said Thomas C. Brent and Arthur Blackwell, their executors, administrators & assigns the said described property against me, my executors and administrators and against all and every person or persons whatsoever claiming the same or any part thereof. In testimony whereof I have hereunto set my hand and affixed my seal the fourteenth day of November 1823.

Ar. Montgomery {Seal}

Signed, sealed and delivered in presence of Henry T. Weld, E. V. Gregory

State of Maryland, Washington County, to wit: On this 14th day of November 1823, before me one of the Justices of the Peace in and for said County, appears Archibald Montgomery and acknowledges the foregoing instrument of writing to be his act and deed according to the true intent and meaning thereof and the act of Assembly in such case made and provided.

Acknowledged before:

J. H. Bowles

Washington County Courthouse, Hagerstown, MD, Deed Book GG, p. 491, 11/17/1823.

At the request of Thomas C. Brent and Arthur Blackwell, the following Bill of Sale was recorded November 17th 1823.

Know all men by these presents that I, John Montgomery of Washington County in the State of Maryland, for and in consideration of the sum of one hundred and twenty-six dollars, current money, to me in hand paid by Thomas C. Brent & Arthur Blackwell of the County and State aforesaid, at and before the sealing and delivery of these presents, the receipt whereof I do hereby acknowledge, have granted, bargained and sold and by these presents do grant, bargain and sell unto them the said Thomas C. Brent and Arthur Blackwell, their executors, administrators and assigns, the following stock & property, to wit: one gray mare and her colt, a brown one year old in May next, one bay horse three years old past, three milch cows, one three year old brindle bull, two small black & red bulls, two calves, four head of sheep, one mow of wheat in the sheaf supposed thirty bushels, one loom and instruments and two third parts of two fields of grain in the ground, all of which property are now in my possession, to have and to holds the above described property hereby bargained and sold to the said Thomas C. Brent and Arthur Blackwell, their executors, administrators and assigns, forever, to them and their only proper use and benefit & I, the said John Montgomery, for myself, my heirs, executors and administrators, shall & will warrant and forever by these presents to the said Thomas C. Brent and Arthur Blackwell, their executors, administrators and assigns, the said described property against me, my executors and administrators and against all and every person or persons whomsoever claiming the same or any part thereof. In testimony whereof I hereunto set my had and affix my seal this fourteenth day of November 1823.

John Montgomery {Seal}

Signed, sealed and delivered in presence of Henry T. Wells, E. V. Gregory

State of Maryland, Washington County, to wit: On this 14th day of November 1823, before me one of the Justices of the Peace in and for Washington County aforesaid, appears John Montgomery and acknowledges the foregoing instrument of writing to be his act and deed according to the true intent and meaning thereof and the act of Assembly in such case made and provided.

Acknowledged before:

J. H. Bowles

Washington County Courthouse, Hagerstown, MD, Deed Book GG, p. 704, 3/12/1824.

At the request of Arthur Blackwell, the following Deed of Mortgage was recorded March 12th 1824.

This Indenture, made this 4th day of March in the year of our Lord, one thousand, eight hundred and twenty-four, between George Switzer of Washington County and State of Maryland of the one part and Arthur Blackwell of the same County & State of the other part. Whereas the said George Switzer owes and stands fully indebted to the said Arthur Blackwell in the sum of seven hundred and twenty dollars, current money, and to secure the payment thereof is willing to execute these presents. Now this indenture Witnesseth that the said George Switzer for and in consideration of the premises and for and in consideration of the sum of five dollars, current money, to him in hand paid by the said Arthur Blackwell, at or before the sealing and delivery of these presents, the receipt whereof I do hereby acknowledge, and therefore and therefrom doth acquit, release, exonerate and forever discharge the said Arthur Blackwell, his heirs, executors and administrators and every of them, by these presents, doth grant, bargain and sell unto the said Arthur Blackwell, his executors, administrators and assigns, all and singular the slaves, blacksmith tools, goods, furniture and household stuff hereinafter particularly mentioned and expressed, that is to say: one Negro male slave named Benjamin, about twenty-one years of age, a blacksmith by trade; one Mulatto boy named Phillip, about eighteen years of age to serve until he is twenty-eight years of age; two sets of blacksmith tools, bellows, anvils, vice with all the hammers and implements complete and thereto belonging; three feather beds, bedsteads and bedding; two plantation wagons, one cow, one desk, one corner cupboard and its contents, one stove and all my kitchen furniture of every description whatsoever, to have and to hold all and singular the said stoves, tools, goods, furniture and household stuff, hereinbefore granted, bargained and sold, or mentioned or intended so to be, unto the said Arthur Blackwell, his executors, administrators and assigns to the only proper use and behoof of the said Arthur Blackwell, his executors, administrators and assigns, forever, provided always and these presents are upon the condition that if the said George Switzer, his executors or administrators, shall and do well and truly pay or cause to be paid unto the said Arthur Blackwell, his executors, administrators or assigns, the full sum on seven hundred and twenty dollars, current money, with legal interest, on or before the first day of April eighteen hundred and twenty-five, then in such case these presents, and every matter and thing herein contained, shall cease, determine and be utterly void, to all intents and purposes, anything herein contained to the contrary thereof in any wise notwithstanding, and the said George Switzer, for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree to and with the said Arthur Blackwell, his executors and administrators and assigns, that the said George Switzer, his heirs, executors or administrators or some of them, shall and will truly pay or cause to be paid unto the said Arthur Blackwell, his executors, administrators or assigns the said sum of seven hundred and twenty dollars, with legal interest as aforesaid, on the day herein limited for the payment thereof without any deduction or abatement whatsoever, and the said George Switzer for himself, his executors and administrators, all and singular, the said slaves, tools, goods, furniture and household stuff, by these presents bargained and sold and every part thereof unto the said Arthur Blackwell, his executors, administrators and assigns, against him the said George Switzer, his executors and administrators and against all and every other person or persons whatsoever, shall and will warrant and defend by these presents, in testimony whereof I have hereunto set my hand and seal the day and year within written.

Signed, sealed and delivered in presence of Thomas C. Brent, Walter Blackwell

George Switzer {Seal}

State of Maryland, Washington County, Sct: On this fourth day of March in the year of our Lord, eighteen hundred and twenty-four, personally appears George Switzer of Washington County, the party named in the within instrument, before me the subscriber, one of the Justices of the Peace in and for the County aforesaid, and acknowledges the within instrument of writing to be his act and deed for the purposes therein mentioned, and according to the true intent and meaning thereof. Taken and certified the day and year above written.

Thomas C. Brent.

Washington County Courthouse, Hagerstown, MD, Deed Book HH, p. 1065, 6/12/1826.

At the request of Arthur Blackwell, the following Bill of Sale was recorded 12th June 1826.

Know all men by these presents, that I, Joseph Boone of Washington County and State of Maryland, for and in consideration of the sum of seventy-five dollars, current money, to me in hand paid by Arthur Blackwell of the County and State aforesaid, at and before the sealing and delivery hereof, the receipt whereof I do hereby acknowledge, have granted, bargained and sold and by these presents do grant, bargain and sell unto the said Arthur Blackwell, his executors administrators and assigns: one dark brown horse, one tin plate stove, one sow and four pigs and three shoats, all which property is now in my possession, to have and to hold the same described property above bargained and sold to the said Arthur Blackwell, his executors, administrators and assigns, forever, to his only proper use and benefit, and I, the said Joseph Boone, for myself, my executors and administrators, shall and will warrant and forever defend by these presents to the said Arthur Blackwell, his executors, administrators and assigns, the said described property against me, my executors and administrators, and against all and every other person or persons whomsoever claiming the same or any part thereof. In testimony whereof I have here unto set my hand and affixed my seal this seventh day of June, eighteen hundred and twenty-six.

Signed, sealed and delivered in presence of Thomas C. Brent

Joseph Boone {Seal}

State of Maryland, Washington County, to wit: On this seventh day of June, eighteen hundred and twenty-six, before me, one of the Justices of the Peace in and for said County, appears Joseph Boone and acknowledges the foregoing writing to be his act and deed, according to the true intent and meaning thereof and the act of Assembly in such case made and provided.

Acknowledged before:

Thomas C. Brent.

Washington County Courthouse, Hagerstown, MD, Deed Book KK, p. 268, 9/8/1828.

At the request of The Chesapeake and Ohio Canal Company, the following Deed was recorded Sept. 8th 1828.

This Indenture, made this seventh day of July in the year of our Lord, one thousand, eight hundred and twenty-eight, between Walter Blackwell and Sarah Blackwell, his wife, Arthur Blackwell and Margaret Blackwell, his wife, and John Brosius all of Washington County, State of Maryland of the first part and the Chesapeake and Ohio Canal Company of the second part.

Witnesseth that the said Walter, Sarah, Arthur, Margaret and John in consideration of the benefits to accrue to them from the construction of the Chesapeake and Ohio Canal and its incidental works and appendages and of the agreement of the said Company to pay them such damages as shall be hereafter assessed, ascertained and awarded, to be paid by the said Company, under a writ or note or writs of ad quad damnum, or other process and proceedings, under and pursuant to the Charter of the said Company to be by them had, instituted and prosecuted to a final decision within reasonable times, and in the further consideration of the sum of five dollars to them in hand paid by the said Company, before the sealing and delivery hereof, the receipt of which is hereby acknowledged, hath granted, bargained, sold, conveyed, released and relinquished and doth hereby by these presents, grant, bargain, sell, convey, release and relinquish unto the Chesapeake and Ohio Canal Company, and their Agents, the full right and privilege at all times and forever, and in preference to all other companies and persons to enter upon all, or any and every such part as they may need and require, for the construction of the Chesapeake and Ohio Canal and its incidental works and appendages, of the lands of them and each and every of them in which they have any estate at law or in equity, lying and being situate in Washington County, State of Maryland, and whether in possession, remainder or reversion, in joint tenancy, tenancy in common, coparceny or severally and especially the lots of ground respectively known and numbered as "fourteen" (14) and "fifteen" (15) in the Town of Hancock, as laid out and divided originally by Edward Hancock and subsequently located by William Rufsell and through and upon the said lands and any and every part thereof so to be entered upon, to locate and construct the said Chesapeake and Ohio Canal and its incidental works and appendages and the said Canal, incidental works and appendages, and the land over and through which they or any of them may pass thenceforth and forever thereafter, exclusively to have, use, enjoy, manage, control, regulate and stand seized of in fee simple as a public highway, as fully and completely as and for all the purposes that the said Company can and under their Charter are empowered to acquire, have, use, enjoy, manage, control, regulate and stand seized of the said lands, canal & incidental works and appendages, rights and privileges. To have and to hold all and singular the lands so to be entered upon, Canal, incidental works and appendages, rights and privileges, as aforesaid, unto the said Chesapeake and Ohio Canal Company, forever, and the said Walter, Sarah, Arthur, Margaret and John in consideration of the premises doth covenant, grant and agree for themselves, their respective heirs, executors and administrators to and with the said Company, that they will not at any time hereafter make or execute any conveyance of the lands and premises aforesaid, excepting with a reservation of all the rights, privileges and title herein conveyed and secured to the said Company and further that they will warrant and forever defend unto the said Company, all such lands as may be entered on as aforesaid, against all acts done and suffered by them, respectively, to the injury, incumbrance or diminution of the said lands.

In testimony whereof, the said Walter, Sarah, Arthur, Margaret and John have respectively hereunto set their hands and seals on the day and year first aforesaid.

Signed, sealed and delivered in presence of:

Thomas C. Brent

R. H. Beatty

Walter Blackwell {Seal}

Arthur Blackwell {Seal}

John Brosius {Seal}

State of Maryland, Washington County, to wit: Be it known that on this [7th] day of July in the year of our Lord, one thousand, eight hundred and twenty eight, before the subscribers, two Justices of the Peace in and for the said County personally appeared the above named Walter, Sarah, Arthur, Margaret and John and Mary Brosius, wife of the said John, and severally acknowledged the aforesaid Deed or instrument of writing as their respective act and deed. And the said Sarah, wife of the said Walter Blackwell, being by us examined apart from and out of the hearing of her husband, "Whether she doth make her said acknowledgement freely and willingly, and without being induced thereto by fear or threats of or ill usage by her husband, or through fear of his displeasure." Acknowledges and declares that she does. And the said Margaret, being by us examined apart from and out of the hearing of her husband, Arthur Blackwell, whether she doth make her said acknowledgement freely and willingly and without being induced thereto by fear or threats of or ill usage by her husband, or through fear of his displeasure." Acknowledges and declares that she does. And the said Mary, being by us examined apart from and out of the hearing of her husband, John Brosius, whether she doth make her said acknowledgement freely and willingly and without being induced thereto by fear or threats of or ill usage by her husband, or through fear of his displeasure." Acknowledges and declares that she does.

Acknowledged before and certified by:

Thomas C. Brent
R. H. Beatty

Washington County Courthouse, Hagerstown, MD, Deed Book KK, p. 270, 9/8/1828.

At the request of The Chesapeake and Ohio Canal Company, the following Deed was recorded September 8th 1828.

This Indenture, made this seventh day of July in the year of our Lord, one thousand, eight hundred and twenty-eight, between Thomas C. Brent and Arthur Blackwell, both of Washington County, State of Maryland of the first part and the Chesapeake and Ohio Canal Company of the second part. Witnesseth that the said Thomas C. Brent and Arthur Blackwell in consideration of the benefits to accrue to them from the construction of the Chesapeake and Ohio Canal and its incidental works and appendages and of the agreement of the said Company to pay them such damages as shall be hereafter assessed, ascertained and awarded, to be paid by the said Company, under a writ or writs of ad quad damnum, or other process and proceedings, under and pursuant to the Charter of the said Company to be by them had, instituted and prosecuted to a final decision within reasonable time, and in the further consideration of the sum of five dollars to them in hand paid by the said Company, before the sealing and delivery hereof, the receipt of which is hereby acknowledged, hath granted, bargained, sold, conveyed, released and relinquished and doth hereby, by these presents, grant, bargain, sell, convey, release and relinquish unto the Chesapeake and Ohio Canal Company, and their Agents, the full right and privilege at all times and forever, and in preference to all other companies and persons to enter upon all, or any and every such part as they may need and require, for the construction of the Chesapeake and Ohio Canal and its incidental works and appendages, of the lands of them and each of them lying and being situate in Washington County, State of Maryland, whether in joint tenancy, tenancy in common or severally and especially the lot of ground lying and being situate in the Town of Hancock and through and upon the said lands and any and every part thereof so to be entered upon, to locate and construct the said Chesapeake and Ohio Canal and its incidental works and appendages and the said Canal, incidental works and appendages, and the land over and through which they or any of them may pass thenceforth and forever thereafter, exclusively to have, use, enjoy, manage, control, regulate and stand seized of in fee simple as a public highway, as fully and completely as and for all the purposes that the said Company can and under their Charter are empowered to acquire, have, use, enjoy, manage, control, regulate and stand seized of the said lands, canal & incidental works and appendages, rights and privileges. To have and to hold all and singular the lands so to be entered upon, Canal, incidental works and appendages, rights and privileges, as aforesaid, unto the said Chesapeake and Ohio Canal Company, forever, and the said Thomas C. and Arthur in consideration of the premises doth covenant, grant and agree each for himself, his respective heirs, executors and administrators to and with the said Company, that they respectively will not at any time hereafter make or execute any conveyance of the lands and premises aforesaid, excepting with a reservation of all the rights, privileges and title herein conveved and secured to the said Company and further that they will warrant and forever defend unto the said Company, all such lands as may be entered on as aforesaid, against all acts done and suffered by them, respectively, to the injury, incumbrance or diminution of the said lands.

In testimony whereof, the said Thomas C. Brent and Arthur Blackwell have respectively hereunto set their hands and seals on the day and year first aforesaid.

Signed, sealed and delivered in presence of:

R. H. Beatty J. H. Bowles Thomas C. Brent {Seal} Arthur Blackwell {Seal}

State of Maryland, Washington County, to wit: Be it known that on this seventh day of July in the year of our Lord, one thousand, eight hundred and twenty eight, before the subscribers, two Justices of the Peace in and for the County aforesaid, personally appeared the said Thomas C. Brent and Arthur Blackwell and Margaret, wife of the said Arthur, and severally acknowledged the aforesaid Deed or instrument of writing as their respective act and deed. And the said Margaret, wife of the said Arthur Blackwell, being by us examined apart from and out of the hearing of her husband, "Whether she doth make her said acknowledgement freely and willingly, and without being induced thereto by fear or threats of or ill usage by her husband, or through fear of his displeasure." Do acknowledges and declares that she does.

Acknowledged before and certified by:

R. H. Beatty
J. H. Bowles

Washington County Courthouse, Hagerstown, MD, Deed Book OO, p. 845, 3/15/1834.

At the request of Arthur Blackwell, the following List of Slaves was recorded 13th March, 1834.

A List of Slaves the property of Arthur Blackwell, removed from the State of Virginia to Washington County in the State of Maryland on or about the eighteenth day of February eighteen hundred and thirty-four, viz: A negro man named James age nineteen years, a negro girl named Patsy age twelve years.

Arthur Blackwell

13th March, 1834.

Washington County, Sct.: Be it remembered that on this thirteenth day of March, eighteen hundred and thirty-four, personally appeared Arthur Blackwell of Washington County, before me the subscriber a Justice of the Peace in and for the County aforesaid and made oath on the Holy Evangely of Almighty God, that it is his intention to become a citizen of the State of Maryland, and that the above is a true and faithful list of slaves removed by him from the State of Virginia to the State of Maryland, and that he has not removed the same into the State for the purpose of sale and that they are slaves for life.

Sworn before J. Kinsler

Washington County Courthouse, Hagerstown, MD, Deed Book PP, p. 144, 5/23/1834.

At the request of Arthur Blackwell, the following List of Slaves was recorded May 23rd 1834.

A List of Slaves the property of Arthur Blackwell removed from the State of Virginia to Washington County in the State of Maryland on or about the twenty-fifth day of April eighteen hundred and thirty-four, viz: A negro woman named Jemima aged fifty-one years, a negro girl named Sally aged about sixteen years.

May 23rd 1834 Arthur Blackwell

Washington County, Sct.: Be it remembered that on this twenty-third day of May, eighteen hundred and thirty-four, personally appeared Arthur Blackwell of Washington County, before me the subscriber a Justice of the Peace in and for the County aforesaid and made oath on the Holy Evangely of Almighty God, that it is his intention to become a citizen of the State of Maryland, and that the above is a true and faithful list of slaves removed by him from the State of Virginia to the State of Maryland, and that he has not removed the same into the State for the purpose of sale and that they are slaves for life.

Sworn before S. Herbert

Washington County Courthouse, Hagerstown, MD, Deed Book PP, p. 900, 5/8/1835.

At the request of Arthur Blackwell, the following List of Slaves was recorded May 8th 1835.

A List of Slaves the property of Arthur Blackwell removed from the State of Virginia to Washington County to the State of Maryland on the 11th day of April 1835, viz: A negro man named Benjamin about fifty-five years old.

Washington County, to wit.: Be it remembered that on this 8th day of May, 1835, before me the subscriber a Justice of the Peace in and for the County aforesaid, personally appears Arthur Blackwell of Washington County and makes oath on the Holy Evangely of Almighty God, that the above is a true and faithful list of slaves removed by him from the State of Virginia to the State of Maryland, and that he has not removed the same into the State for the purpose of sale and that the said negro is a slave for life.

Sworn before S. Herbert

Washington County Courthouse, Hagerstown, MD, Deed Book RR, p. 525, 2/9/1836.

At the request of The Chesapeake and Ohio Canal Company, the following Deed was recorded February 9th 1836.

This Indenture, made this twelfth day of December in the year of our Lord one thousand eight hundred and thirty five between Jacob Snively and Harriet, his wife, and Arthur Blackwell & Margaret L., his wife, of Washington County, State of Maryland of the one part and the "Chesapeake and Ohio Canal Company" of the other part. Whereas the said Canal is intended to pass through the lands of the said Snively & Blackwell who have contracted and agreed to sell and convey to the said Company such portion and quantity thereof as may be covered, used or occupied by the said canal or the necessary works thereof in perpetuity, for which purpose the said Snively and wife and Blackwell and wife are willing to execute these presents. Now therefore this Indenture Witnesseth that the said Jacob Snively and Harriet, his wife, and Arthur Blackwell & Margaret L., his wife, for and in consideration of the premises, and also in consideration of the sum of five hundred dollars to them in hand paid, by the President and Directors of the said Company at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff and confirm unto the said Chesapeake and Ohio Canal Company and unto their successors in perpetuity: All that part or portion of two Lots of ground in the Town of Hancock, which part or portion is bounded as follows and is now occupied in part by a tavern kept by on John Dowling, that is to say, bounded on the north by a line beginning at a stone planted on the Eastern side of a street or road leading from the main street of said Town to the river Potomac nearly opposite to Bean's Tavern, which stone is two hundred and forty eight feet distant from said main street; and running thence Easterly across said two Lots one hundred and thirty one feet, more or less, to a stone planted on the eastern line of the easternmost of said two Lots, which stone is distant two hundred and twenty three feet from said main street, bounded on the east by said eastern line of the easternmost of said two Lots, bounded on the south by a line dividing said two Lots from land late the property of the heirs of John Hunter and other land late the property of George Brent, William Rixey and wife and John Brown and wife, which lands have been recently condemned for the use of said Canal Company and bounded on the west by the eastern line of the street or road above mentioned as leading to the river, together with all and singular the rights, privileges and appurtenances unto the same belonging or in any wise appertaining. To Have and To Hold the said lands and premises above described, with every the appurtenances unto the said Chesapeake and Ohio Canal Company and their successors in perpetuity, to the only proper use, benefit and behoof of the said Chesapeake and Ohio Canal Company and their successors in perpetuity, and to and for no other use, intent or purpose whatsoever. In Witness whereof the said Jacob Snively and Harriet, his wife, and Arthur Blackwell & Margaret L., his wife, have hereunto set their hands and affixed their seals the day and year first herein before written.

Signed, sealed and delivered in the presence of H. A. Leonard James Hunter J. Snively {Seal} Harriet Snively {Seal} Arthur Blackwell {Seal} Margaret L. Blackwell {Seal}

State of Maryland, Washington County, to wit: On this twelfth day of December 1835 before us the subscribers, two Justices of the Peace of the State Of Maryland in and for Washington County personally appeared Jacob Snively and Harriet Snively, his wife, and Arthur Blackwell & Margaret L., his wife,

whom the subscribers are satisfied of their own knowledge are the persons who are named and described as and professing to be the grantors in the above indenture or conveyance, and acknowledged the same to be their act and deed for the purposes therein mentioned. And the said Harriet and Margaret being by us privately examined apart from and out of the presence and hearing of their said husbands whether they do make their acknowledgement of the same, willingly and freely, without being induced thereto by fear or threats of ill usage by their said husbands or fear of their displeasure, acknowledged that they do make their said acknowledgements thereof willingly and freely and without being induced thereto by fear or threats of or ill usage by their said husbands or fear of their displeasure.

Acknowledged before and certified by

H. A. Leonard

James Hunter

Washington County Courthouse, Hagerstown, MD, Deed Book WW, p. 186, 5/1/1840.

At the request of J. H. Bowles and others, the following Deed was recorded May 1st 1840.

This Indenture, made and entered this eleventh day of April in the year of our Lord, one thousand, eight hundred and forty, between John Hammon of Washington County in the State of Maryland, of the one part, and James H. Bowles, Arthur Blackwell, George Brent and Jacob Snively of the same County and State aforesaid, of the other part. Witnesseth, that for and in consideration of the sum of four hundred dollars, current money, by the said James H. Bowles, Arthur Blackwell, George Brent and Jacob Snively, to the said John Hammon, in hand paid at and before the sealing and delivery of these presents, the receipt of which he doth hereby acknowledge, the said John Hammon hath bargained and sold, aliened and enfeoffed, and by these presents doth give, grant, bargain and sell, alien, enfeoff, release, convey and confirm unto the said James H. Bowles, Arthur Blackwell, George Brent and Jacob Snively, their heirs and assigns, all the tracts or parcels of land called, the first tract, "The Grove," situated and lying in Washington County, State of Maryland, beginning at the end of the eighth line of the resurvey on "Shepherds Delight" [Sheppard's Abode] and running thence North thirty one and a half degrees West one hundred thirteen and a half perches to the beginning of "Wood and Water;" South sixty four and a half degrees East forty seven perches to the end of the last line of the said land; and with it reversed North sixty degrees East one hundred perches; North twenty degrees East thirty one perches; then South fifty seven degrees East twenty five perches; South six degrees East twenty seven perches; South eighty eight and a half degrees West twenty perches; South thirty seven degrees West sixty one perches; thence by a straight line to the beginning, containing forty eight acres of land, more or less. Also, one other tract of land adjoining the first called "Rotterdam" containing fifteen and three quarter acres purchased by the said John Hammon from Francis T. Clements and Lewis Duvall as will show by deed of said Francis T. Clements and Lewis Duvall to the John Hammon bearing date the seventh day of November, one thousand, eight hundred and eleven, reference being had to said deed. Also one other tract of land surveyed for the said John Hammon by Sprigg on the tenth day of May eighteen hundred and thirteen in the following bounds: beginning for the outline of this resurvey at the end of the first tract of land called "Crows Thicket," and running thence North thirty two degrees East one hundred and thirty six perches to the end of the fourth line of a tract of land called "Long looked for," South forty nine and a half degrees East twenty nine perches; North seventy degrees East twenty eight perches; South sixty four degrees East twenty six perches; North thirty degrees East four perches; North sixty four degrees West eighty three perches to the end of the third line or "Snow Balls Valley;" South thirty degrees West seventy seven perches; North thirty nine degrees West thirty perches; South six degrees East fifteen perches to the fourth line of "Rotterdam;" West ten perches to the end of the third line of said land; South sixteen degrees West fifty perches; South seven degrees East sixteen perches; and then by a straight line to the place of beginning, and laid out for twenty six and three eighths acres. Also, one other tract of land surveyed for the said John Hammon on the twenty sixth day of April, one thousand, eight hundred and twenty by W. Boyd, known by the name of "Hammons Success," in the following bounds: beginning at the beginning of a tract of land called "The Grove," surveyed for John Hammon the third day of November seventeen hundred and ninety five and running thence with the given lines thereof reversed North thirty six degrees and one half a degree East eighty eight perches to the end of the sixth line of "Crows Thicket;" then South thirty one degrees and one half a degree East thirty one perches to the third line of "Deer park;" then with the lines of that land, South eighty two degrees West twenty perches to the end of said line; still with the lines thereof South ten degrees West twenty four perches; South thirty four degrees West sixty five perches; then North sixty four degrees and one half of a degree West fourteen perches to the end of the

seventh line of "Shepherds Delight;" and then by a straight line to the place of the beginning, containing sixteen acres of land, more or less. Also, one other tract of land surveyed for the said John Hammon on the twenty sixth day of April, eighteen hundred and twenty by W. Boyd and known by the name of "Anything," in the following bounds: beginning for the outline of the resurvey at the end of the third line of a tract of land called "Long looked for," granted John Perry the second day of November, seventeen hundred and fifty four and running thence North forty nine degrees and one half of a degree West seventy five perches; North seventy degrees East twenty eight perches; South sixty four degrees East twenty seven perches; and then by a straight line to the place of the beginning, laid out for and containing eight acres and three fourths of an acre, more or less. Also one other tract of land Patented to the said John Hammon, bearing date the second day of March, eight hundred and thirty seven, and known by the name of "Hammons Home" in said Patent and in the following bounds: beginning at the end of the fourth line of a tract of land called "Rotterdam," and running thence North thirty two degrees East forty two perches to the end of the forth line of a tract of land called "Long looked for;" South forty nine degrees and one half of a degree East twenty nine perches; North seventy degrees East twenty eight perches; South sixty four degrees East twenty six perches; North thirty degrees East four perches; North sixty four degrees West eighty three perches to the end of the third line of "Snow Ball Valley;" South thirty four degrees West sixty seven perches to the fourth line of "Rotterdam;" then by a straight line to the place of the beginning, containing and laid out for ten acres and three fourths of an acre of land, more or less, according to the Certificate of Survey thereof taken and returned into the Western Shore Land Office bearing date the twenty fifth day of December eighteen hundred and fifteen. To Have and To Hold the said herein described pieces and parcel of lands and premises with the appurtenances thereunto belonging unto the said James H. Bowles, Arthur Blackwell, George Brent and Jacob Snively, their heirs and assigns, to the only proper use of the said James H. Bowles, Arthur Blackwell, George Brent and Jacob Snively, their heirs and assigns, forever. In Testimony whereof, the said John Hammon has hereunto set his hand and seal on the day and year first written.

Signed, sealed & delivered in presence of Benj. Pendleton, Benj. Bean

John Hammon {Seal}

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified, that on this eleventh day of April, in the year of our Lord, one thousand, eight hundred and forty, before the subscribers, two Justices of the Peace of the State of Maryland, in and for Washington County aforesaid, personally appears John Hammon, he being known to us, to be the person who is named and described as, and professing to be a party to the foregoing deed or indenture, and doth acknowledge the said indenture or instrument of writing to be his act and deed. In Testimony whereof, we hereunto subscribe our names on the day and year aforesaid.

Benj. Pendleton

Benj. Bean

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 1, p. 46, 4/7/1843.

At the request of Arthur Blackwell, the following Bill of Sale was recorded April 7th 1843.

Know all men by these presents that I, Walter Blackwell of Washington County and State of Maryland for and in consideration of the sum of three hundred dollars, current money, to me in hand paid by Arthur Blackwell of the County and State aforesaid, at and before the sealing and delivery of these presents, the receipt whereof I the said Walter Blackwell do hereby acknowledge, have bargained and sold, and by these presents do grant, bargain and sell unto the said Arthur Blackwell, his executors, administrators and assigns all the goods, stuff, implements and property particularly mentioned, expressed and contained, that is to say, one old Negro woman Sarah slave for life, one Negro boy Aaron to serve for a term of years, one sorrel horse, one sow, five head of hogs, one cart and harness, all and singular, which said goods, stuff, implements and property are now remaining, standing and being in a certain messuage or tenement, situate in the Town of Hancock and now occupied by the said Walter Blackwell. To have and to hold all and singular the said goods, stuff, implements and property and other the premises above bargained and sold or mentioned and intended so to be to the said Arthur Blackwell, his executors, administrators and assigns, forever, and I the said Walter Blackwell for myself, my heirs, executors and administrators, and all and singular, the said goods, stuff, implements and property, and other the premises unto the said Arthur Blackwell, his executor, administrator and as against me the said Walter Blackwell my executors and administrators and against all and every other person whatsoever shall and will warrant and forever defend by these presents, of all and singular which said goods, stuff, implements & property and other the premises, I the said Walter Blackwell have put the said Arthur Blackwell in full possession by delivering to him the said Arthur Blackwell the cart and harness at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold or mentioned and intended to be so unto the said Arthur Blackwell as aforesaid. In witness whereof I have set my hand and affixed my seal this 28th day of March 1843. Walter Blackwell {Seal}

State of Maryland, Washington County, to wit: Be it remembered that on this 28th day of March 1843 personally appeared Walter Blackwell before the subscriber a Justice of the Peace of the State of Maryland and Washington County aforesaid, and acknowledged the within indenture to be his act and deed for the purposes therein mentioned.

H. Snyder {Seal}

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 1, p. 47, 4/7/1843.

At the request of Arthur Blackwell, the following Mortgage was recorded April 7th 1843.

This indenture, made the twenty-eighth day of March in the year of our Lord, one thousand, eight hundred and forty-three,, between Walter Blackwell of Hancock Town, Washington County, in the State of Maryland of the one part, and Arthur Blackwell of Hancock Town, Washington County, in the State aforesaid, of the other part. Whereas the said Walter Blackwell by his bond or obligation duly executed, bearing date on the 24th day of March in the year of our Lord, one thousand, eight hundred and fortythree, stand bound unto the said Arthur Blackwell, his heirs, executors, administrators and assigns, in the sum of two thousand, one hundred and fifty dollars and fifty-three cents, current money, with a condition thereunder written for the payment of the sum of two thousand, one hundred and fifty dollars and fiftythree cents, current money, with legal interest for the same, on or before the first day of October, eighteen hundred and forty-three, as by the said bond and condition may more fully appear. Now this indenture Witnesseth that the said Walter Blackwell, in consideration of the said debt or sum of two thousand, one hundred and fifty dollars and fifty-three cents owing to the said Arthur Blackwell as aforesaid, and the better securing the payment thereof, with interest, to the said Arthur Blackwell, his executors administrators or assigns, according to the condition of the bond, and also in consideration of the further [sum] of five dollars, current money, to him the said Walter Blackwell, by the said Arthur Blackwell, in hand well and truly paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by the said Walter Blackwell, hath granted, bargained & sold, released and confirmed, and by these presents doth grant, bargain and sell, release and confirm unto the said Arthur Blackwell, his heirs and assigns, all that brick town house and lot of ground, in the Town of Hancock, Washington County and State of Maryland on the South side of the street of the said town, and also a lot of ground in Brent's Addition to Hancock situated and lying on the South side of the Turnpike road near the Little Tonoloway Creek containing one and a half acres of land, more or less. To have and to hold, the house and lot in Hancock; and also, the lot of land in "Brent's Addition to Hancock," and every part thereof, with the appurtenances thereunto belonging, to the said Arthur Blackwell, his heirs and assigns, forever, to his and their own use and behoof. Provided always, and it is the true intent and meaning of these presents, and of the said parties hereunto that if the said Walter Blackwell, his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid, unto the said Arthur Blackwell, his executors or administrators or assigns, the said full sum of two thousand, one hundred and fifty dollars and fifty-three cents, current money, with legal interest for the same, on or before the first day of October in the year eighteen hundred and forty-three, without any deductions or abatements whatsoever, then and from thenceforth, these presents and every matter and thing therein contained, shall cease and be utterly null and void, anything therein to the contrary thereof in any wise notwithstanding. In witness whereof I have hereunto subscribed my name and affixed my seal the day and year aforesaid. Signed, sealed & delivered in presence of Walter Blackwell {Seal} E. Taney, H. Snyder

State of Maryland, Washington County, to wit: Be it remembered, and it I hereby certified, that on this twenty-eighth day of March, in the year of our Lord, eighteen hundred and forty-three, before the subscribers, two Justices of the Peace, of the State of Maryland, in and for Washington County aforesaid, personally appeared Walter Blackwell , he being known to us to be the person who is named and described as and professing to be the party to the foregoing deed or indenture, and doth acknowledge the said indenture or instrument of writing to be his act and deed.

In testimony whereof we hereunto subscribe our names of the day and year aforesaid. H. Snyder E. Taney

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 2, p. 793, 3/24/1845.

At the request of Arthur Blackwell, the following Bill of Sale was recorded March 24th 1845.

Know all men by these presents, that I, Thomas Gilleece, of Hancock, Washington County and State of Maryland, for and in consideration of the sum of ninety-five dollars, current money, to me in hand paid by Arthur Blackwell of Hancock, Washington County, in the State aforesaid, at and before the sealing and delivery of these presents, the receipt whereof, I, the said Thomas Gilleece, do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Arthur Blackwell, his executors, administrators and assigns, all the following goods and property, to wit: one old boat, one black or brown horse, one sorrel horse, one cart and harness, two stoves and two horse buckets, all and singular, which said goods and chattels are now remaining in the occupation of the said Thomas Gilleece. To have and to hold, all and singular, the said goods and property, and other the premises, above bargained and sold or mentioned and in hand so to be, to the said Arthur Blackwell, his executors, administrators and assigns, forever,, and I, the said Thomas Gilleece, for myself, my heirs, executors and administrators, all and singular the said goods and property, and other the premises, unto the said Arthur Blackwell, his executors, administrators and assigns, against me, the said Thomas Gilleece,, my executors and administrators, and against all and every other person or persons whatsoever, shall and will warrant and defend by these presents, of all and singular which said goods and property; and other the premises, I, the said Thomas Gilleece have put the said Arthur Blackwell in full possession by delivering to him the said Arthur Blackwell, one horse bucket at the sealing and delivery of these presents, in the name of the whole premises hereby bargained and sold, or mentioned and intended to be so, unto him the said Arthur Blackwell as aforesaid. In testimony whereof, the said Thomas Gilleece has hereunto set his hand and seal this twenty-first day of March in the year of our Lord, one thousand, eight hundred and forty-five.

Signed, sealed and delivered in presence of

his
Thomas x Gilleece {Seal}
mark

State of Maryland, Washington County, to wit: Be it remembered that on this twenty-first day of March in the year of our Lord, one thousand, eight hundred and forty-five, before me the subscriber one of the Justices of the Peace of the said State, in and for the County aforesaid, personally appeared Thomas Gilleece, party to the within indenture, and acknowledged the said indenture to be his act and deed.

R. Pendleton, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 2, p. 795, 3/24/1845.

At the request of Arthur Blackwell, the following Mortgage was recorded March 24th 1845.

This indenture made this twenty-first day of March in the year of our Lord, one thousand, eight hundred and forty-five, between Thomas Gilleece of Hancock, Washington County in the State of Maryland, of the one part and Arthur Blackwell of the said town, county and State aforesaid, of the other part. Whereas the said Thomas Gilleece, by note bearing date on the first day of November, eighteen hundred and fortyfour, stands bound unto the said Arthur Blackwell, his executors, administrators and assigns, in the sum of one hundred and fifty dollars, current money, with legal interest on the same from the date of said note; as by the said note may more fully appear. Now this indenture **Witnesseth**, that the said Thomas Gilleece, in consideration of the said debt or sum of one hundred and fifty dollars, owing to the said Arthur Blackwell as aforesaid and for the better securing the payment thereof, with interest, to the said Arthur Blackwell, his executors, administrators or assigns, according to the condition of the said note, and also in consideration of the further sum of one dollar, current money, to him the said Thomas Gilleece by the said Arthur Blackwell, in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by the said Thomas Gilleece; hath granted, bargained and sold, released and confirmed and by these presents, doth grant, bargain and sell, release and confirm unto the said Arthur Blackwell, his heirs and assigns, all that house and lot of ground lying and being in Rowlands Addition to Hancock designated in the plat of said addition to Hancock as Number Nine, lying and being in Washington County as aforesaid. To have and to hold the said house and lot, and every part and parcel thereof, with the appurtenances thereunto belonging, to the said Arthur Blackwell, his heirs and assigns, forever, to his and their own use and behoof. Provided always ad it is the true intent and meaning of these presents, and of the said parties hereunto, that if the said Thomas Gilleece, his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid, unto the said Arthur Blackwell, his executors, administrators or assigns, the said full sum of one hundred & fifty dollars, current money, with legal interest for the same, on or before the first day of November in the year eighteen hundred and fortyfive, without any deductions or abatements whatsoever, then and from thenceforth, these presents, and every matter and thing therein contained, shall cease and be utterly null and void; anything therein to the contrary thereof in any wise notwithstanding. In witness whereof, the said Thomas Gilleece hath hereunder set his name and seal the day and year first above written.

Signed, sealed and delivered in the presence of

his
Thomas x Gilleece {Seal}
mark

State of Maryland, Washington County, to wit: Be it remembered that on this twenty-first day of March in the year of our Lord, one thousand eight hundred and forty-five, before the subscriber, one of the Justices of the Peace of the said State, in and for the County aforesaid, personally appeared Thomas Gilleece, party to the within indenture, and acknowledged the said indenture to be his act and deed.

R. Pendleton, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 5, p. 233, 7/12/1850.

At the request of Arthur Blackwell, the following Mortgage was recorded July 12th 1850.

This indenture made the 2nd day of July in the year of our Lord, 1850, between George W. Grosh of Hancock, Washington County and State of Maryland of the one part, and Arthur Blackwell of the said Town, County and State aforesaid, of the other part. Whereas the said George W. Grosh owes and stands justly indebted to the said Arthur Blackwell in the sum of one hundred, ten dollars and ten cents, current money, and to secure the payment thereof, is willing to execute these presents. Now this indenture Witnesseth that the said George W. Grosh, for and in consideration of the premises, and of the sum of one hundred, ten dollars and ten cents, current money, to him in hand paid by the said Arthur Blackwell, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Arthur Blackwell, his executors, administrators and assigns, all and singular, the goods, furniture and household stuff hereinafter particularly mentioned and expressed, that is to say: 1 small looking glass, 1 large looking glass, 2 stands, 4 feather beds and bedding, 4 bedsteads, 2 tin plate stoves and the pipe to the same, 60 yards rag carpeting, 1 walnut bureau, 1 secretary, 2 breakfast tables, 16 chairs, 15 yards old carpeting, 3 wash tubs, 1 small wash tub, 2 axes, 1 chest, 1 eight-day clock, 1 iron skillet, 1 Dutch oven, 2 skillets, 1 iron pot, 1 tea kettle, 1 large meat tub, 1 kitchen table, 1 pair shovel and tongs, 1 kitchen bench, 1 lot ladles and 1 fork, 1 dough tray, 2 large boxes, 1 pair meat choppers and 1 coping bench. To have and to hold, all and singular, the said goods, furniture and household stuff, unto the said Arthur Blackwell, his executors, administrators and assigns, to his and their own use and behoof. Provided always, and it is declared to be the true intent and meaning of these presents, that if the said George W. Grosh do and shall, well and truly pay or cause to be paid unto the said Arthur Blackwell, his executors, administrators or assigns, the full sum of one hundred, ten dollars and ten cents, current money, with legal interest for the same, on or before the 1st day of September next, in the year of our Lord, 1850, then and in such case, these presents and every matter and thing herein contained, shall cease, determine and be utterly void, to all intents and purposes, any thing herein contained to the contrary notwithstanding. And the said George W. Grosh hereby covenants and agrees with the said Arthur Blackwell that he the said George W. Grosh, his heirs, administrators or executors, shall and will and truly pay or cause to be paid unto the said Arthur Blackwell, his executors, administrators or assigns, the said sum of one hundred, ten dollars and ten cents, current money, together with the interest for the same after the date aforesaid, at such times, and after such manner as hereinbefore set forth and agreed for the payment thereof. In testimony whereof I herewith set my hand and seal this day and year first above written. Attest: D. E. Price

Geo. W. Grosh {Seal}

State of Maryland, Washington County, to wit: Be it remembered, that on this second day of July, in the year of our Lord, one thousand, eight hundred and fifty, before me the subscriber, one of the Justices of the Peace in and for the said County, personally appeared George W. Grosh and acknowledged the foregoing Bill of Sale or instrument of writing, to be his act and deed. And at the same time and place personally appeared before me Arthur Blackwell, the above named grantee and made oath on the Holy Evangely of Almighty God, that the consideration mentioned in the above indenture, or Bill of Sale, is true and bona fide as therein set forth.

Acknowledged and sworn before me:

David E. Price, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 5, p. 498, 1/21/1851.

At the request of the State of Maryland, the following Justice Commission was recorded January 21st 1851.

The State of Maryland, to Arthur Blackwell (vice George Rizer, declined) of Washington County, Esquire, Greetings: Be it known that reposing great trust and confidence in your knowledge, integrity and love of Justice, you are appointed one of the Justices of the Peace of Washington County, to do equal right and Justice, according to the Law of this State, in every case in which you shall act as Justice of the Peace, freely without sale, fully without any denial, and speedily without delay; and you are assigned one of the Justices of the Peace for Washington County, to execute the same Office justly, honestly and faithfully, according to Law, until you shall be duly discharged from the said Office.

Given under the Seal of the State of Maryland, this seventeenth day of January in the year of our Lord, one thousand, eight hundred and fifty-one.

Witness: John Johnson, Chancellor E. Louis Lowe

Washington County Courthouse, Hagerstown, MD, Deed Book IN 6, p. 554, 3/24/1852.

At the request of Banner Graves, the following Deed was recorded March 24th 1852.

This indenture made this sixth day of March in the year one thousand, eight hundred and fifty-two between George Brent, Executor of Thomas C. Brent, deceased, and Arthur Blackwell and Margaret L. Blackwell, his wife, of Washington County in the State of Maryland of the one part, and Banner Graves of the County and State aforesaid, of the other part. Witnesseth, that for and in consideration of the sum of three hundred dollars, current money, by the said Banner Graves to the said George Brant, Arthur Blackwell and Margaret L. Blackwell, in hand paid at and before the sealing and delivery of these presents, the receipt whereof the said George Brant, Arthur Blackwell and Margaret Blackwell, his wife, do hereby acknowledge, and of the same do hereby acquit and forever discharge the said Banner Graves, hath granted, bargained and sold, aliened, released and confirmed and do by these presents grant, bargain and sell, alien, release and confirm unto the said Banner Graves, his heirs and assigns, all that piece, parcel or part of land lying and situate in Hancock Town, Washington County, State of Maryland and recognized in the plat of said Town as Number Ten, or part of Number Ten adjoining the lot of John Johnson, deceased, on the East, and the Bush Tavern Number Eleven on the West and fronting the main street on the North and the Chesapeake and Ohio Canal on the South; together with all and singular the houses, out-houses, buildings, improvements, profits and advantages thereon or thereunto belonging or in any wise appertaining to the said Lot or portion of ground and premises hereinbefore granted. To have and to hold unto him the said Banner Graves, his heirs and assigns forever, the said Lot or portion of ground and premises, to the only proper use and behoof of him the said Banner Graves, his heirs and assigns, forever, and to and for no other purpose, intent or use whatsoever. And the said George Brent, Arthur Blackwell and Margaret L., his wife, for themselves, their heirs, executors and administrators, do covenant and agree to and with the said Banner Graves, his heirs and assigns, that he the said Banner Graves, shall and may hold and peaceably enjoy and posses the aforesaid Lot or portion of ground, and all the appurtenances therewith belonging, freely and absolutely discharged from all other claims and incumbrances whatsoever. In testimony whereof, the said George Brent, Arthur Blackwell and Margaret L. Blackwell, his wife, have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

David E. Price, David Fortney

Arthur Blackwell {Seal}

Margaret L. Blackwell {Seal}

State of Maryland, Washington County, Sct.: Be it remembered, that on this sixth day of March in the year of our Lord, one thousand, eight hundred and fifty two, personally appears George Brent, Arthur Blackwell and Margaret L. Blackwell, of Washington County, the party grantors above named and who are satisfactorily known to us, of our knowledge, to be the same persons, who are named and described as, and who profess to be the party grantor in said deed before us the subscribers, two Justices of the Peace of the State of Maryland, in and for Washington County, and acknowledged the above deed or instrument of writing to be their act and deed, and the Lot and premises therein mentioned, and thereby bargained and sold to be the right and estate of the above named Banner Graves party grantor, also therein named his heirs and assigns, forever, according to the purpose true intent and meaning of the said deed or instrument of writing and the acts of Assembly in such cases made and provided. And now at the same time also personally appeared Margaret L. Blackwell, wife of the said Arthur Blackwell, before the subscribers as aforesaid, and acknowledged the said deed or instrument of writing to be her act and deed and the Lot and premises therein mentioned to be the right and estate of the above named Banner graves, his heirs and

assigns forever, and the said Margaret L. Blackwell being by us privately examined apart from and out of the hearing of her husband, whether she doth sign said deed and make her acknowledgement of the same willingly and freely, and without induced thereto by fear or threat of or ill usage by her husband or fear of his displeasure, acknowledges that she doth sign said deed and make her acknowledgement of the same willingly and freely, without being induced thereto by fear or threats of ill usage by her husband, or fear of his displeasure.

David E. Price, J.P.

David Fortney, J.P.

Virginia, U. S., Wills and Probate Records, Will Books, Vol. 23-24, 1848-1853, pp. 228 – 231.

I, Arthur Blackwell of Washington County, State of Maryland, being of sound and disposing mind, memory and understanding, do therefore make and publish this my Last Will and Testament, as follows, that is to say,

First I commit my soul unto the hands of Almighty God, and my body to the Earth, to be decently buried and after my debts and funeral expenses are paid by my Executor hereinafter named

I Will and devise unto my wife, Margaret, the house and lot lying and being in the Town of New Baltimore, Fauquier County, Virginia in fee simple.

I Will and devise unto my wife, Margaret, all my servants, that is to say Sally, Patsy, Ellen, George & Ell Catharine.

I Will and bequeath to my wife, Margaret, aforesaid all my Silverware.

I Will and bequeath unto my wife, Margaret, a bond, I hold against Charles Hunton of Fauquier County, Virginia amounting to about four hundred and eighty seven dollars be the same, more or less.

I give & devise unto my wife, Margaret, aforesaid Five hundred dollars.

I give & devise unto Virginia C. Snively Five hundred dollars.

I Will & bequeath, that my Executor sell all my real and personal estate, and all the rest and residue thereof, after paying the foregoing bequeaths and gifts, to be equally divided share & share alike between Harriet Snively and Mary Ohr.

And lastly, I do hereby constitute and appoint Jacob Snively to be my sole Executor of this my Last Will and Testament, revoking and annulling all former Wills by me heretofore made, ratifying and confirming this and no other to be my last Will and Testament.

In Testimony whereof I have hereunto set my hand and affixed my seal this fifteenth day of March in the year of our Lord, one thousand, eight hundred and fifty two.

Signed, sealed, published and Sealed by Arthur Blackwell.

Arthur Blackwell {Seal}

The above named Testator as and for his Last Will and Testament in the presence of us, who at his request in his presence, the presence of each other, have subscribed our names as witnesses thereof.

H. Snider Samuel Rinehart Bernard Graves

Maryland, Washington County, to wit: On this 8th day of June 1852 came Samuel Rinehart and Bernard Graves, two of the subscribing Witnesses to the foregoing Last Will and Testament of Arthur Blackwell late of Washington County, aforesaid, and made oath on the Holy Evangely of Almighty God, that they did see the Testator named in this Will sign and seal the same, that they heard him publish, pronounce and declare the same to be his Last Will and Testament, that at the time of his so doing, he was to the best of their apprehensions of sound and disposing mind, memory and understanding, and that they together with Henry Snider, the other subscribing witness to this Will, subscribed their names as witnesses to this Will, in the presence and at the request of the Testator and in the presence of each other.

Sworn in open Court before William McHlippion, the chief Justice thereof.

Certified by James Wason, Register of Wills.

Maryland, Washington County, to wit: On this 8th day of June 1852 came Jacob [Snively] Executor named in the foregoing Last Will and Testament of Arthur Blackwell, deceased, and made oath on the Holy Evangely of Almighty God, that it is the true and whole Will of the said Arthur Blackwell, deceased, that has come to his hand and possession and that he doth not know or heard of any other.

Sworn to in open Court before the subscriber, Register of Wills of Washington County.

James Wason

Maryland, Washington County, to wit; In testimony that the foregoing is a true copy of the original Last Will and Testament of Arthur Blackwell, deceased, of record & remaining on file in my office, I, James Wason, Register of Wills for said County, have hereunto set my hand & affixed the public seal of my Office this 8th day of June A. D. 1852.

James Wason, Register

Fauquier County Court, Nov. 25th 1852: This authenticated copy of the Last Will and Testament of Arthur Blackwell, deceased, together with the certificate of the probate thereof in the Court of probate of Washington County, in the State of Maryland, was this day presented to the Court and the Court processing in the absence of evidence to the contrary, that the said Will was duly examined and admitted to probate, as a Will of personal in the State of the Testators domicile, and it appearing from said copy that said Will was proved in the said Court of probate in the aforesaid State of Maryland to have been so executed as to be a valid Will of Testator in the State of Virginia. On the motion of Margaret Blackwell said copy is ordered to be recorded, as the Last Will and Testament of the personal and real estate of said Arthur Blackwell in the said State of Virginia.

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Test: Wm. H. Pennings, Clerk.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 8, p. 207, 12/15/1853.

At the request of David Neill, the following Deed was recorded December 15th 1853.

This Indenture, made this tenth day of November in the year eighteen hundred and fifty three, between Jacob Snively, Executor of the last will and testament of Arthur Blackwell, late of Washington County, State of Maryland, deceased, of the one part, and David Neill of the same County and State of the other part. Whereas the said Arthur Blackwell, was in his lifetime seized in fee of the house and lot hereinafter mentioned and described, situated in the town of Hancock, Washington County, Maryland, and being so seized thereof made his last Will and Testament in writing bearing date the fifteenth day of March in the year eighteen hundred and fifty two, wherein and whereof he ordered that the said house and lot hereinafter described; together with the other real estate therein mentioned, should be sold by his executor, Jacob Snively, as in and by the said Will, since his death duly proven, and recorded in Liber E, folio 191 & 192, one of the Will record Books of the Orphans' Court of Washington County reference being made thereunto had will more fully and at large appear. And whereas the said Executor, Jacob Snively, by force and virtue of the authority vested in him by the said Arthur Blackwell in his said last Will and Testament did, on or about the fifth day of March in the year eighteen hundred and fifty three, sell unto the said David Neill, all that house and lot situated in the town of Hancock, Washington County, Maryland, being sixty feet front, on Main Street in said town, to an Alley, on the West side of said lot, thence by said Alley to the limits of the Chesapeake and Ohio Canal, thence by said line sixty six feet to a lot owned by Jane Vanhorn; thence by said line North to Main Street, or place of the beginning, at and for the sum of one thousand and twenty one dollars, current money. And whereas the aforesaid sale has been duly reported to, and ratified and confirmed by the Orphans' Court of Washington County, and the purchase money aforesaid, having been fully paid and satisfied, to the said Jacob Snively, Executor as aforesaid, he is authorized to execute these presents. Now this Indenture Witnesseth that the said Jacob Snively, Executor as aforesaid, for and in consideration of the premises aforesaid, and of the further sum of five dollars, to him in hand paid by the said David Neill at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents & by force and virtue of the said last Will and Testament of the said Arthur Blackwell, deceased, do grant, bargain and sell, align, enfeoff, release and confirm unto the said David Neill, his heirs and assigns, all the aforesaid House and Lot, which is hereinbefore described, as sold by the said Jacob Snively, Executor as aforesaid, to the said David Neill, with it appurtenances, and all the rights, title, interest and estate of the said Arthur Blackwell, deceased, at and immediately before the time of his decease, in law and in equity, in and to the same, and every part and parcel thereof. To Have and To Hold the aforesaid House and Lot and premises, hereby granted and sold or mentioned and intended so to be, with the appurtenances, unto the said David Neill his heirs and assigns, to his and their only proper use and behoof, and to and for no other use, intent or purpose whatsoever. In Witness whereof, the said Jacob Snively, Executor as aforesaid, hath hereunto set his hand and seal, the day and year first hereinbefore written.

Signed, sealed and delivered in presence of David E. Price, David Fortney J. Snively {Seal}

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified, that on this tenth day of November in the year eighteen hundred and fifty three, before the subscribers, two Justices of the Peace of the State of Maryland, in and for Washington County aforesaid, personally appeared Jacob

Snively, Executor of the last Will and Testament of Arthur Blackwell, deceased, he being known to us to be the person, who is named and described as, and professing to be, a party to the foregoing deed or indenture, and doth acknowledge the said indenture or instrument of writing, to be his act and deed. In Testimony whereof, we hereunto subscribe our names on the day and year aforesaid.

Acknowledged before,

David E. Price, J.P. David Fortney, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p. 670, 1/11/1859.

At the request of Jane Van Horn, the following Deed was recorded January 11th 1859.

This Deed, made this 22nd day of December 1858 by Jacob Snively and Harriet, his wife, and Jacob Snively, Executor of Arthur Blackwell, deceased, all of Washington County and State of Maryland.

Witnesseth, that in consideration of the sum of eight hundred dollars, the said Jacob Snively & wife and Jacob Snively as Executor, do grant unto Jane Van Horn in fee, all that lot or parcel of ground, with the appurtenances thereon, in the Town of Hancock, Washington County, Maryland, fronting on Main Street sixty six feet; thence South with the line of Samuel Oliver to the boundary of the Chesapeake and Ohio Canal; thence East sixty six feet with the Canal line to D. Evans line; then North with said Evans line to Main Street, and said Jacob Snively & wife, and Jacob Snively Executor as aforesaid, will warrant specially the property hereby conveyed; and the said Jacob Snively & wife and Jacob Snively Executor, covenant that they will execute such further assurances as may be required. Witness our hands and seals. Test: Joseph Murray, R. B. Bootman

J. Snively {Seal}

Harriet Snively {Seal}

J. Snively, Executor {Seal}

J. Snively, Executor {Seal} of A. Blackwell, deceased.

State of Maryland, Washington County, to wit: I hereby certify that on this 22nd day of December 1858, before the subscriber, a Justice of the Peace, of the State of Maryland, in and for Washington County, personally appeared Jacob Snively and Harriet, his wife, also Jacob Snively Executor of A. Blackwell, deceased, and did acknowledge the foregoing deed to be their acts respectively.

John Troxell, J.P.