

Written by William Bauman C & O Canal Association Volunteer

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PREFACE

A table of vital statistics for the Boose family is provided at the end of this story. As subsequent census reports, marriage records, obituaries, draft registration cards, etc., provided different data, the table was revised. This is a work in progress and new information would be most welcome.

We have included information on the step-brothers and step-sisters and their families on the basis that they kept in contact because of the long time to settle Catherine Boose's estate, years.

We hope the readers will find the story interesting and contact me with additional information or corrections.

William Bauman C. & O. Canal Association Volunteer wdbauman@visuallink.com John Boose was born in 1792 and the first record we have found was when, in consideration of \$1,500, John Boose bought eleven acres \pm outside the Town of Cumberland and the two Lots Numbered 278 and 279 in the Town of Cumberland, from John Startzman, on June 1, 1822.¹

On Sep. 12, 1825, Mrs. Catherine Boose, wife of John Boose, and her infant child died in Cumberland.² Another newspaper reported: "Died at Cumberland, 12th inst., Mrs. Catherine Boose, wife of John Boose, and daughter of Matthias Shaffner of Hagerstown."³

John Wingert had married Maria Catherine Frank in 1811 and they had six children. John Wingert died on Oct. 15, 1822; an obituary has not been found. Their sixth child, Julia Ann Wingert, was born in Nov. 1822, after he had died.

A newspaper reported: "Married Tues. last by Rev. N. B. Little, John Boose, of this town, to Mrs. Elizabeth Wengert [*sic* Wingert], of this county."⁴ Another newspaper reported: "**Married** – Tues. 25th ult. by Rev. N. B. Little, John Boose, of Cumberland to Mrs. Elizabeth Wengert [*sic*, Wingert], of Alleghany County."⁵

On Sep. 9, 1828, John Boose sold Lots Numbered 278 and 279 in the Town of Cumberland, in consideration of \$2,000, to Philip Wingert of Washington County.⁶ John Boose still retained the eleven acres \pm outside the Town of Cumberland, where presumably he and Catherine lived. Note, that since he had married Catherine, she too had to sign off on the sale, giving up her dower rights.

Then on Sep. 13, 1828, John Boose owed \$650 to Philip Wingert of Washington County, for rents and money lent & advanced; to secure the payment thereof, John Boose put up the above eleven acre tract along with some goods and chattels, with the debt due on or before Oct. 1, 1831, with legal interest.⁷

On June 12, 1829, John Boose owed \$150 to Philip Wingert of Washington County, and put up his, John Boose's, farm crops and one yearling colt as collateral; the debt to be paid by Jan. 1, 1830.⁸

Then on July 3, 1830, John Boose owed \$120 to Philip Wingert of Allegany County, and sold his, John Boose's, farm crops to Philip Wingert to pay the debt.⁹

The process continued on July 1, 1831 when John Boose owed \$100 in back rents to Philip Wingert.¹⁰ John Boose again put up his crops as collateral until the rent was paid.

¹ Allegany County Courthouse, Cumberland, Md., Deed Book L, p. 433, recorded 6/3/1822.

² *Maryland Advocate*, Cumberland, Md., newspaper, 9/12/1825.

³ *The Torch Light*, Hagerstown, Md. newspaper, 9/20/1825.

⁴ *Maryland Advocate*, Cumberland, Md., newspaper, 4/17/1826.

⁵ *The Torch Light*, Hagerstown, Md. newspaper, 5/4/1826.

⁶ Allegany County Courthouse, Cumberland, Md., Deed Book O, p. 233, recorded 10/11/1828.

⁷ Allegany County Courthouse, Cumberland, Md., Deed Book O, p. 232, recorded 10/1/1828.

⁸ Allegany County Courthouse, Cumberland, Md., Deed Book O, p. 417, recorded 6/27/1829.

⁹ Allegany County Courthouse, Cumberland, Md., Deed Book P, p. 145, recorded 7/21/1830.

¹⁰ Allegany County Courthouse, Cumberland, Md., Deed Book P, p. 349, recorded 7/18/1831.

Repeating the next year, on July 2, 1832, in consideration of \$230, John Boose sold the grain on his plantation (?) to Gustavus Beale; the grain to be delivered by April 1, 1833.¹¹ If the price of the specific grains were to rise before April 1st, 1833, Beal was to pay the higher price after deducting interest on the \$230.

The next year, on Nov. 3, 1834, John Boose, in consideration of \$293, John Boose sold his grain to Gustavus Beale.¹² From the Bill of Sale it would appear that John Boose had already harvested the grain, it being in his barn or possession.

By Sep. 13, 1836, John Boose had not been able to repay the \$650; he was able to pay \$124.50 of the principal.¹³ Therefore John & Catherine Boose sold the eleven \pm acres to John Wingert to settle the debt. The goods and chattels mentioned in the previous indenture, were not mentioned in the present instrument of writing, presumably John Boose was able to retain the goods, chattels, livestock and grain.

John Boose died Feb. 11, 1837; he was buried in Rose Hill Cemetery, Cumberland, Md. On March 4th, 1837, Catherine Boose, widow of John Boose, deceased, and Samuel P. Smith applied to the Register of Wills, Allegany County, for Letters of Administration upon the Estate of John Boose, deceased. Then on March 13th, 1837, Catherine Boose released her rights to be Administrator of her husband's estate. His estate was settled and the \$466.00 cash on hand was given to his wife, Catherine Boose, on Feb. 13, 1838.

In 1843 the widow, Catherine Boose, ran a tab at Gustavous Beall's store for miscellaneous items totaling \$20.45.

On May 15,1844 as part of the estate settlement of her first husband, John Wingert, Catherine Frank Wingert Boose and the surviving four children, and two wives, in consideration of \$1,366.66-2/3, sold 28 acres to Samuel M. Semmes.¹⁴ The tract known as "Family Inheritance" was divided into six parts, four of which were sold. The remaining two parts, belonging to Peter and Henry Wingert were not part of the sale.

Starting on Nov. 22nd, 1857 through Feb. 2, 1848, she ran a tab with Jeremiah Wingert for coal, a wood stove, shoes, turnips, a corn broom, &c. amounting to \$26.01, which was settled on Aug. 30th, 1850, from her estate. Beginning on Jan. 4, 1848 through July 11th, 1849, she ran a tab with Dr. H. Herman for almost daily applications of galvanic battery and various powders and medicines amounting to \$86.75, which was settled on Aug. 3, 1850 from her estate. In the period, March 1848 through May 9, 1849 she ran a tab with John Wingert for groceries, mostly flour with some corn, beef and pork, amounting to \$36.93. He also paid her 1847 State taxes (\$2.67) and her County taxes (\$5.01) for \$7.68, which totaled \$44.61. The account was settled on Dec. 18,1850, from her estate. March 24, 1849 through July 21, 1849 must have been an especially difficult time because she needed nearly daily attendance by Samuel Fechtig (at \$1 per day) in the amount of \$20.00, which was settled on Nov. 10, 1849 from her estate.

¹¹ Allegany County Courthouse, Cumberland, Md., Deed Book Q, p. 53, recorded 7/4/1832.

¹² Allegany County Courthouse, Cumberland, Md., Deed Book R, p. 256, recorded 11/5/1834.

¹³ Allegany County Courthouse, Cumberland, Md., Deed Book S, p. 461, recorded 9/30/1836.

¹⁴ Allegany County Courthouse, Cumberland, Md., Deed Book EE, p. 177, recorded 5/15/1844.

We found a record that in 1848 Andrew J. Boose of Cumberland, Md. was registered in the Preparatory Department at Dickinson College, Pennsylvania.

Catherine Boose, died Aug. 24, 1849 intestate. Her obituary read: "**DIED** On Tuesday last [7/24/1849], Mrs. Boose, widow of the late Mr. John Boose, of this county."¹⁵ The Orphans' Court of Allegany, Md. issued a letter of administration to Jeremiah Wingert as Executor of her estate. On Aug. 14, 1849, the Orphans' Court authorized Jacob Devore and John P. Knigbaum to appraise the goods, chattels and personal estate of Catherine Boose, deceased. The inventory was filed on Aug. 30, 1849. Jeremiah Wingert had a notice to creditors inserted in a local newspaper for three successive weeks prior to Sept. 19, 1849. His next act was to hold an estate sale of her personal estate. The list of sales was filed Oct. 12, 1849; the amount of sale was \$232.33.

A bit of good news: "**Married** – On Tuesday the 22nd instant, by the Rev. J. A. Seiss, Mr. Joseph Knode to Miss Catherine E. Wingert – all of this county."¹⁶

From the deed of manumission of her three slaves, named Charles, Thomas and Harriet;¹⁷ her heirs were: Jeremiah Wingert, John Wingert, Catherine Wingert, Henry Wingert, Juliana Wingert Smith and Andrew Jackson Boose, all of whom agreed to the manumission; see agreement attached at back of this report. At the time of signing the above document, Jan. 16, 1850, Jeremiah, John and Catherine Wingert and Jackson Boose were living in Cumberland, Md. On Feb. 9, 1850, Peter and Henry Wingert, living in Peoria County, Illinois signed the document. On March 6, 1850, David and Julia Ann Smith, living in Chautauqua County, New York signed the document. It was filed April 13, 1850. It would appear that Catherine had first married a Mr. Wingert by whom she had six children; then she married John Boose on April 24, 1826, by whom she had Andrew Jackson Boose, on July 29, 1825.

Jeremiah Wingert first attempted to sell the slaves at public auction on June 8, 1850; but there were no bidders. The Orphans' Court gave him permission to sell the slaves at public or private. The slaves were sold privately on June 22, 1850; the list of sales filed August 3, 1850. The amount of sale was \$780.00.

On August 26, 1850, Gustavous Beall received \$20.59 in full payment of the account, with interest, from Jeremiah Wingert, administrator of the estate of Catherine Boose, deceased.

By Oct. 1850, the U. S. census listed Andrew J. Boose, age 23, was living in the home of David Smith, age 35, in Chautauqua, New York.¹⁸

Sometime later, A. J. Boose returned to Cumberland, Md. On June 5, 1854, in consideration of \$76, he accepted all the goods, household stuff, implements and furniture of Phineas Morning

¹⁵ *The Alleganian*, Cumberland, Md., newspaper, Saturday, 7/28/1849, p. 4.

¹⁶ *The Alleganian*, Cumberland, Md., newspaper, Saturday, 1/26/1850, p. 3.

¹⁷ Allegany County Courthouse, Cumberland, Md., Deed Book 7, p. 4, recorded 4/13/1850.

¹⁸ 1850 Census, Chautauqua, Chautauqua County, New York, enumerated on Oct. 10, 1850, p. 9.

Stryker, of Mount Savage, as collateral for the loan.¹⁹ Later that year, Robert S. McKaig and A. J. Boose began doing business as McKaig & Boose. On Oct. 12, 1854, in consideration of \$76.48, they accepted three gray horses and one black horse, then attached to the Scow called "Wm. Beard," as collateral for the loan.²⁰ The scow had been registered on July 30, 1853; owned by Cumberland Coal and Iron Company.

On Aug. 18, 1855, in consideration of \$62.83, Hiram Wellman, Robert S. McKaig and Andrew J. Boose, accepted two gray horses and one black horse, then attached to the canal boat called "John J. Mann," as collateral for the loan.²¹ The scow [canal boat] had been registered on July 5, 1853; owned by Cumberland Coal and Iron Company.

On Aug. 6, 1856, in consideration of \$112.81, Andrew J. Boose bought one gray horse and one brown mule from John L. Moyer.²² Later, on Sept. 24, 1856, in consideration of \$25, Andrew J. Boose bought one sorrel horse from David A. Furlow.²³

On April 13, 1857, in consideration of \$225, Andrew J. Boose, et. al., became surety on two promissory notes by James Terrell; the collateral was two dun mules and one light bay mule.²⁴ Later that year, on Nov. 14, 1857, in consideration of \$174, Andrew J. Boose bought one black mare mule and one brown mare mule, from John S. Dutrow.²⁵ A few days later, on Nov. 17, 1857, in consideration of \$50, Andrew J. Boose bought one bay horse about 15 years old from John L. Moyer.²⁶

The buying continued, on May 22, 1858, in consideration of \$111.08, Andrew J. Boose loaned Joseph Noose the money with one black horse mule as collateral.²⁷ On Sept. 4, 1858, in

consideration of \$220.97, Andrew J. Boose loaned Henry Dorgas the money with one roan horse, two black mare mules, one dun colored horse mule, three bay horse mules, one bay mare mule, one mouse colored mule, two black horse mules, and three boats called "Ellen Bell," "Sarah Ann" and "Bettie Maulsby," etc. as collateral.²⁸ The "Ellen Bell" was registered on Oct. 5, 1852, owned by Robert S. McKaig. The "Sarah Ann" was registered on Nov. 11, 1852, owned by Robert S. McKaig. Information on canal boat "Bettie Maulsby" has not been found.

Salt, Salt 1 2,500 BACKS GROUND ALUM AND FINE SALT, just received direct from Alexandria via Chesapeake and Ohio Canal. I respectfully solicit the patronage of my old customers and the public generally, as I am now selling Saltlowor than has ever been before offered in this market. WANTED to buy 5,000 Bushels O A T S A N D R Y E, for which the highest market price will be paid. Canal Basin, the last Warehouse below the Bridge. Cumberland, Sept. 30 1858

¹⁹ Allegany County Courthouse, Cumberland, Md., Deed Book 11, page 638, recorded June 16, 1854.

Allegany County Courthouse, Cumberland, Md., Deed Book 11, page 507, recorded Oct. 16, 1854.

Allegany County Courthouse, Cumberland, Md., Deed Book 12, page 743, recorded Aug. 21, 1855.

²² Allegany County Courthouse, Cumberland, Md., Deed Book 15, page 108, recorded Aug. 13, 1856.

²³ Allegany County Courthouse, Cumberland, Md., Deed Book 15, page 351, recorded Sept. 24, 1856.

Allegany County Courthouse, Cumberland, Md., Deed Book 15, page 595, recorded May 2, 1857.

²⁵ Allegany County Courthouse, Cumberland, Md., Deed Book 16, page 446, recorded Nov. 14, 1857.

²⁶ Allegany County Courthouse, Cumberland, Md., Deed Book 16, page 455, recorded Nov. 30, 1857.

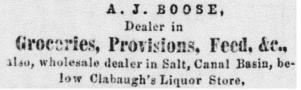
²⁷ Allegany County Courthouse, Cumberland, Md., Deed Book 17, page 97, recorded June 8, 1858.

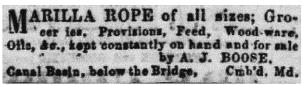
²⁸ Allegany County Courthouse, Cumberland, Md., Deed Book 17, page 418, recorded Sept. 16, 1858.

In 1858, A. J. Boose had a store near to the Canal Basin as evidenced by the previous advertisement, which first ran in the *Civilian & Telegraph* newspaper on Sept. 30, 1858 and every issue in 1859.

On March 16, 1859, James T. Merchant bought the canal boat "Stephen Castleman" for \$500 with money loaned by Andrew J. Boose.²⁹ The canal boat "Stephen Castleman" had been registered on May 7, 1856, owned by Gregory Read. At the end of the year, on Dec. 28, 1859, Andrew J. Boose paid \$34.84 and Benjamin M. Blocher paid \$20 to Peter Kelley for one dark brown bald-faced horse and one sorrel mare mule.³⁰

Throughout 1859 the *Civilian & Telegraph* newspaper had a County Directory on the front page, left-hand column. A. J. Boose was listed as below, throughout the year, 1859. Also, throughout 1859, the *Civilian & Telegraph* newspaper ran the following advertisement, usually on page 4, but occasionally on page 1 or other pages. I am reasonably certain it was "Manila" rope but the copy was not corrected.





In April, 1859, a newspaper reported: "**Robbery** – On Sunday night last some person or persons broke into the store of Mr. A. J. Boose, in the lower part of the city, at the Cumberland Coal and Iron Company's wharf, and carried off goods' to the amount of fifteen or twenty dollars."³¹

Then in May, 1859 a newspaper reported: "**Court Proceedings** – Up to Monday last the Allegany County Circuit Court had been in session three weeks. During that time, there was a very fair attendance, and a number of cases were tried and determined. We have kept our readers advised of the cases disposed of, and here follows a report of the business up to that date:

H. T. Weld vs. A. J. Boose – Appeal. Judy sworn, trial. Verdict for Appellee, judgment affirmed. Pearre for Appellant, Devecmon for Appellee."³²

On May 19, 1859, Andrew J. Boose, in consideration of \$65 per annum, leased Lots numbered 130 and 131, on the west side of Wills Creek, in the town of Cumberland for ninety nine years, renewable, forever, from the Cumberland Basin Company.³³ The lots were on Fayette Street west of the B & O Railroad bypass and Mr. Boose was required to erect and maintain a brick building or buildings within two years on the property, the value of the buildings to be of value equal to the annual rent. Or at any time Mr. Boose could buy the property for \$950.

The 1860 census reported Andrew J. Boose, age 33, a merchant with real estate valued at \$1,800 and a personal estate valued at \$11,000, living in the City of Cumberland, Md. as a resident in a

²⁹ Allegany County Courthouse, Cumberland, Md., Deed Book 17, page 696, recorded Mar. 25, 1859.

³⁰ Allegany County Courthouse, Cumberland, Md., Deed Book 18, page 506, recorded Dec. 29, 1859.

³¹ *Civilian & Telegraph*, Cumberland, Md., newspaper, Thursday, 4/7/1859, p. 3.

³² *Civilian & Telegraph*, Cumberland, Md., newspaper, Thursday, 5/5/1859, p. 3.

³³ Allegany County Courthouse, Cumberland, Md., Deed Book 19, page 91, recorded 4/30/1860.

hotel kept by Elizabeth Blocher.³⁴ Later that year, 1860, a newspaper printed a letter to Hon. Henry W. Hoffman asking him to make a public address on the political topics of the day; A. J. Boose was one of twenty co-signers.³⁵

The Civil War started on April 12, 1861.

On Nov. 28, 1861, in consideration of \$2,500, A. J. Boose bought 451.25 acres of land from John Everett and Armida E Everett, his wife.³⁶ On Dec. 14, 1861, in consideration of \$1,500, A. J. Boose transferred his lease of Lots Nos. 130 and 131 in the City of Cumberland, to John Everett.³⁷ It would appear that Mr. and Mrs. Everett moved in town and A. J. Boose moved to their place, outside of town. And then Andrew J. Boose married Catherine McCleary on Dec. 18, 1861 in Cumberland, Md.³⁸ A very busy ending to 1861.

A. J. Boose registered the canal boats *Union*, *Clipper* and *Oliver Boley* on 9/2/1862.³⁹ All three boats were of Class A, 90'-4" in length, 14'-3" in breadth, 10" draft unloaded, 54" draft loaded, and hailing out of Cumberland. We found that the *John Fitzpatrick*, *Union* and *Hard Times*, owned by A. J. Boose, were seized by the government on Feb. 13 – 20, 1862 and sunk at Liverpool Point to blockade the Potomac from Confederate forces attempting to attack Washington, D. C.⁴⁰ An explanation for why the canal boat *Union* was registered after being seized by the government has not been found.

On May 21, 1863, there was a **Union Meeting at Cumberland** in the Court House.⁴¹ The meeting was called to order by Hopewell Hebb. Esq., Chairman of the Committee of Arrangements. A committee of five was appointed to draft resolutions for the consideration of the meeting. A. J. Boose was one of the committee of five; all the resolutions were adopted unanimously. Governor Thomas addressed the assemblage in a speech that thrilled them with enthusiasm.

On June 9, 1863, at a public sale, A. J. Boose, Daniel Saylor and William R. McCulley bought one undivided sixth part of Lot No. 235 in the City of Cumberland in consideration of \$1,310.⁴²

On June 12, 1863, in consideration of \$250, Samuel Drennen sold two bay mules to Andrew J. Boose and Louis A. Miller.⁴³

The Union County Congressional Convention met in Cumberland on Tuesday, July 28, 1863.⁴⁴ A. C. Greene, Esq., was appointed President and A. J. Boose appointed as one of two

³⁴ 1860 Census, Cumberland, Allegany County, Maryland, enumerated on June 29, 1860, p. 146.

³⁵ *Civilian & Telegraph*, Cumberland, Md., newspaper, Thursday, 9/6/1860, p. 2.

³⁶ Allegany County Courthouse, Cumberland, Md., Deed Book 19, page 732, recorded 12/17/1861.

³⁷ Allegany County Courthouse, Cumberland, Md., Deed Book 19, page 757, recorded 1/10/1862.

³⁸ "Maryland Marriages, 1666 – 1970," database, Family Search.

³⁹ *REGISTERS ISSUED TO BOATS TO NAVIGATE THE CHESAPEAKE AND OHIO CANAL, 1862-69*, available from www.candocanal.org/histdocs/index.html.

Chesapeake & Ohio Canal Historic Resource Study, Chapter 10, C&O Canal During the Civil War, p 779.
 The Cecil Whig Elkton Md, newspaper Saturday, 5/23/1863, p 1

⁴¹ *The Cecil Whig*, Elkton, Md., newspaper, Saturday, 5/23/1863, p. 1.

⁴² Allegany County Courthouse, Cumberland, Md., Deed Book 21, page 43, recorded 8/26/1863.

⁴³ Allegany County Courthouse, Cumberland, Md., Deed Book 21, page 119, recorded 6/25/1863.

Secretaries. The representatives from District No. 6 were Hopewell Hebb, J. H. Young, J. J. McHenry, A. J. Boose and William Hall. After the calling of the districts, the convention went into an election for delegates to represent Allegany county in the congressional convention, which resulted in the choice of the following named gentlemen: . . . A. J. Boose. . . The Secretaries were authorized to give credentials to the delegates chosen in congressional convention. The following was passed: *Resolved*, That the delegates now elected by this convention to the District Congressional convention be instructed to use all honorable means to secure the nomination of the *Hon*. F. Thomas, provided he pledges himself to give such support to the government in the future as shall be satisfactory to the Unconditional Union men of the district. The proceedings of the meeting were published as authorized by A, J. Boose and R. Anthony, Secretaries.⁴⁵

The Union Congressional Convention met at the Court House, Hagerstown, Md., on Sept. 3rd, 1863, for the purpose of nominating a candidate for Congress. A. J. Boose was one of six *Allegany County* delegates to the Convention. He was subsequently appointed to a Committee of Resolutions which drafted five resolutions, all of which were unanimously adopted. On motion, the Convention proceeded to ballot for a nominee for Congress; the Hon. Francis Thomas receiving a majority of the votes cast, was declared the choice of the Convention. ⁴⁶

On Sept. 11, 1863, Daniel Saylor, Andrew Boose and William R. McCulley purchased one undivided sixth part of lot number 235 in the City of Cumberland; the metes and bounds were given in the deed.⁴⁷ However, it is not clear whether or not this was the same undivided sixth part of lot number 235 purchased at public sale mentioned above. The parcel of land was adjacent to the mill race through Cumberland.

On Saturday, Oct. 17, 1863, the Unconditional Union voters of **District No. 6** met at the Court House, Cumberland, for the purpose of nominating candidates for the district offices. A. J. Boose, Esq., was chosen Chairman. They then proceeded to nominate two Magistrates, two Constables and one Road Supervisor.⁴⁸

On Nov. 25, 1863, A. J. Boose registered the canal boat *Vallie* hailing out of Cumberland, Class C, 90 feet -1 inch long, 14 feet -2 inches wide, drawing 60 inches loaded. A mortgage for the boat has not been found.

On April 27, 1864, A. J. Boose registered the canal boat *Severn* hailing out of Cumberland, Class C, 90 feet -6 inches long, 14 feet -6 inches wide, drawing 54 inches loaded.

Starting on June 9, 1864, two advertisements appeared: "50 BBLS POTOMAC HERRING, Just received and for sale by A. J. Boose." and "500 SACKS G. A. SALT JUST RECEIVED and for sale by A. J. Boose."⁴⁹ The advertisements continued weekly for a year.

⁴⁴ *Civilian & Telegraph*, Cumberland, Md., newspaper, Thursday, 7/30/1863, p. 2.

⁴⁵ *Civilian & Telegraph*, Cumberland, Md., newspaper, Thursday, 7/30/1863, p. 3.

⁴⁶ *Civilian & Telegraph*, Cumberland, Md., newspaper, Thursday, 9/10/1863, p. 2.

⁴⁷ Allegany County Courthouse, Cumberland, Md., Deed Book 21, page 176, recorded 9/11/1863.

⁴⁸ *Civilian & Telegraph*, Cumberland, Md., newspaper, Thursday, 10/22/1863, p. 2.

⁴⁹ *Civilian & Telegraph*, Cumberland, Md., newspaper, Thursday, 6/16/1864, p. 3.

On July 25, 1864, A. J. Boose registered the canal boat *Old Abe* hailing out of Cumberland, Class C, 90 feet long, 14 feet wide, drawing 54 inches loaded. A mortgage for the boat has not been found. On Nov. 4, 1864, A. J. Boose registered the canal boat *Bettie* hailing out of Cumberland, Class C, 90 feet – 6 inches long, 14 feet – 6 inches wide, drawing 54 inches loaded. A mortgage for the boat has not been found.

On Friday evening, Aug. 5, 1864 a Mass Meeting of Citizens was held at the Market House in Cumberland. The purpose of the meeting was to tender to the military authorities and their forces the thanks of the citizens for their noble and successful defense of the city, during the past week, from the plundering and devastating horde of Rebels who strove to effect an entrance. Dr. C. H. Ohr, Mayor of the city, was elected president of the meeting. A. J. Boose and George T. Knorr were elected Secretaries. Several resolutions were adopted to thank General Kelley and his forces.⁵⁰

On Oct. 6, 1864, the *Severn* left Georgetown with salt for Cumberland.⁵¹ We also have that departure recorded in the John Moore Ledgers; Neal Morgan was the apparent captain.⁵² Then on Oct. 8, 1864 *Old Abe* arrived in Georgetown with 102 tons of coal to J. C. Hieston & Co.⁵³ Later that month the *Severn* arrived in Georgetown with 107 tons 11 cwt. of coal to G. H. Plant.⁵⁴

On Oct. 25, 1864, A. J. and Catherine Boose, et. al. conveyed a portion of Lot No. 235 in Cumberland to Kennedy N. and Sarah E. W. Butler.⁵⁵ On the same day, William R. McCulley and Andrew J. Boose each took a \$1,500 note from Kennedy N. and Sarah E. W. Butler as mortgage on the ten undivided eighteenth parts to Lot. No. 235.⁵⁶ the note to W. R. McCulley was paid in full by June 26, 1867. The note to A. J. Boose, was assigned to John McCleary during the lifetime of A. J. Boose, who died on March 3, 1867. This note was paid in full by Dec. 19, 1867.

In November of 1864 a newspaper reported: "**Terrible Disaster** – On Saturday last, 'Lynn's Wharf,' on the east side of Wills' Creek, was the scene of a terrible disaster. A portion of the heavy trestle work that supports the railroad, and on which at the time, were a number of coal cars, suddenly gave way at one of the chutes and fell to the ground. The stock belonging to boats loading at the Wharf, was fastened, as usual, under the structure, and some fifteen or twenty horses and mules were caught in the ruins and crushed to death in the most shocking manner.

"More lamentable still, a man named John Chrisman, from Washington county, had just arrived from Georgetown with two of Grove's boats and was unharnessing his teams in this unfortunate locality when the catastrophe occurred. He was caught by the falling timber and instantly killed, being so mangled as to be almost beyond identification.

"A coroner's inquest was held over the body and a verdict rendered in accordance with the above facts. His remains were sent home to his friends for burial.

⁵⁰ *Cumberland Alleganian*, Cumberland, Md., newspaper, Wednesday, 8/10/1864.

⁵¹ *Evening Star*, Washington, D. C., newspaper, Thursday, 10/6/1864, p. 2.

⁵² John Moore Ledger No. 4, p. 7.

⁵³ Evening Star, Washington, D. C., newspaper, Saturday, 10/8/1864, p. 2

⁵⁴ *Evening Star*, Washington, D. C., newspaper, Wednesday, 10/19/1864, p. 2.

⁵⁵ Allegany County Courthouse, Cumberland, Md., Deed Book 22, page 137, recorded 10/26/1864.

⁵⁶ Allegany County Courthouse, Cumberland, Md., Deed Book 22, page 139, recorded 10/27/1864.

"Among the sufferers, in the way of loss of stock, we have ascertained the following named persons: George Hughes, two horses and one mule; J. H. Grove, three mules; A. J. Boose, one mule; Jacob Wilhelm, three horses; and James Stephens, three horses. – *Cumberland Telegraph*."⁵⁷

Old Abe and *Vallie* arrived in Georgetown on Nov. 4, 1864 with 211 tons, 12 cwt of coal to J. C. Hieston & Co.⁵⁸ The next day a newspaper reported: "**AFFAIRS IN GEORGETOWN** – **Horse and Mule Thieves on the Canal** – It seems that squads of horse-thieves are lurking upon the Virginia shore a few miles above this town, who watch opportunities to steal horses and mules belonging to the boatmen upon the towpath of the canal. Thursday night, as the boat *Old Abe* was on her way west, a squad of these thieves stole four mules belonging to the boat and got them safely to the Virginia shore, about seventeen miles above this town, and near Muddy Branch. Boatmen inquire, if such fellows shall be captured, will they be treated as prisoners of war? We hear that the thieves took Mr. Ryan, the captain of the boat, but that he escaped from them while crossing the river."⁵⁹ The *Severn* departed Georgetown on Nov. 11, 1864 laden with salt for Cumberland.⁶⁰ Four days later, *Old Abe* arrived in Georgetown with 109 tons, 12 cwt of coal to J. C. Hieston & Co.⁶¹ We note that on Dec. 3, 1864, while in Cumberland, A. J. Boose provided \$25.00 cash to the *Severn* arrived in Georgetown with 225 tons 15 cwt of coal to Hieston & Co.⁶³

On Feb. 2, 1865, Andrew J. and Catherine Boose purchased lot number 239, adjoining the Mill Race in Cumberland, in consideration of \$3,000, from the Hoffman family.⁶⁴ The deed also gave access to the adjoining private alley.

1865 started out on April 12, with *Old Abe* arriving in Georgetown with 108 tons, 11 cwt. of coal to G. H. Plant.⁶⁵ Then *Severn* departed Georgetown on May 5, with salt for Cumberland.⁶⁶ Unfortunately, on May 17, 1865, a newspaper reported: **"Loss of a Boat.** - The Canal Boat "Severn" belonging to A. J. Boose, Esq., was carried over the Dam at this place, on Friday last. The boat was laden with coal, and the employees of Mr. Boose were endeavoring to run it into the Canal locks from the river when the accident occurred. Both boat and cargo are a total loss. Two mules were drowned."⁶⁷

The Civil War ended on April 9, 1865.

⁵⁷ *Herald of Freedom & Torch Light*, Hagerstown, Md., newspaper, Wednesday, 11/2/1864.

⁵⁸ *Evening Star*, Washington, D. C., newspaper, Friday, 11/4/1864, p. 4.

⁵⁹ Evening Star, Washington, D. C., newspaper, Saturday, 11/5/1864, p. 4.

⁶⁰ *Evening Star*, Washington, D. C., newspaper, Friday, 11/11/1864, p. 2.

⁶¹ Evening Star, Washington, D. C., newspaper, Friday, 11/15/1864, p. 4

⁶² John Moore Ledger No. 4, p. 7.

⁶³ *Evening Star*, Washington, D. C., newspaper, Thursday, 12/15/1864, p. 2.

⁶⁴ Allegany County Courthouse, Cumberland, Md., Deed Book 22, page 401, recorded 2/10/1865.

⁶⁵ *Evening Star*, Washington, D. C., newspaper, Wednesday, 4/12/1865, p. 2.

⁶⁶ *Evening Star*, Washington, D. C., newspaper, Friday, 5/5/1865, p. 2.

⁶⁷ *Cumberland Alleganian*, Cumberland, Md., newspaper, Wednesday, 5/17/1865, p. 3.

Within days, e.g. April 28, 1865, A. J. Boose purchased six + acres from the Hoffman family, in consideration of \$1,500.⁶⁸ The land abutted Bedford Road, also known as Baltimore street. They in turn sold the same parcel on May 8, 1865, in consideration of \$1,500, to George T. Gephart.⁶⁹

On May 5, 1865, Charles Stewart bought the canal boat *Muskingum* from Andrew J. Boose, in consideration of \$2,300, with installments of \$50 per trip.⁷⁰

In pursuance of the 11th Section of the **Registration Law** passed March 24, 1863, Officers of Registration of Election District No. 6, Allegany County, caused to be printed an alphabetical list of the names of persons registered by them as qualified voters in said election District; one of which was A. J. Boose.⁷¹

Back on Nov. 11, 1863, A. J. Boose obtained a Special Warrant of Escheat to resurvey a tract of land; the previous owner had died without leaving a will or any known heirs and so the land reverted to the State. The land was resurveyed and contained 1,230 and 3/8 acres according to the Certificate of Resurvey issued on June 23, 1865 to A. J. Boose.⁷²

On Nov. 29, 1865, Edward L. Williams registered the canal boat *Mary & Anna* hailing out of Cumberland, Class C, 91 feet long, 14 feet wide, drawing 54 inches loaded. This boat is of interest because, subsequently, the estate of A. J. Boose collected trippage of \$330.00 for the year 1869. A mortgage for the boat has not been found.

On Nov. 30, 1865, in consideration of \$1,675, George W. Spates of Montgomery County, purchased the canal boat "Col. Alfred Spates" from Andrew J. Boose & John Snyder, trading under the name of Snyder & Company.⁷³

In 1866 A. J. Boose was listed as a Retail Grocer.⁷⁴ On May 2, 1866, A. J. Boose sold to Frederick Kasekamp, in consideration of \$3,600, a certain tract of land called "Clermont" containing 451.25 acres.⁷⁵ Frederick Kasekamp made a deposit of \$3,000 on the land and took a mortgage for the \$600 balance due.⁷⁶ In the months prior to June 6, 1866, A. J. Boose, Esq., had run for Mayor of Cumberland; he was defeated.⁷⁷

⁶⁸ Allegany County Courthouse, Cumberland, Md., Deed Book 22, page 734, recorded 5/10/1865.

⁶⁹ Allegany County Courthouse, Cumberland, Md., Deed Book 22, page 743, recorded 5/12/1865

⁷⁰ Allegany County Courthouse, Cumberland, Md., Deed Book 22, page 736, recorded 5/6/1865.

⁷¹ *Civilian & Telegraph*, Cumberland, Md., newspaper, Thursday, 9/28/1865, p. 2.

⁷² Allegany County Courthouse, Cumberland, Md., Deed Book 23, page 141, recorded 7/26/1865.

⁷³ Montgomery County Courthouse, Rockville, Md., Deed Book EBP 2, p. 658, recorded 4/28/1866.

⁷⁴ The Maryland State Business Directory, 1866, page 122.

⁷⁵ Allegany County Courthouse, Cumberland, Md., Deed Book 24, page 384, recorded 5/12/1866.

⁷⁶ Allegany County Courthouse, Cumberland, Md., Deed Book 23, page 713, recorded 5/4/1866.

⁷⁷ *The Alleganian*, Cumberland, Md., newspaper, Wednesday, 6/6/1866, p. 3.

According to the inscription on his tombstone in Rose Hill Cemetery, Cumberland, Md., Andrew J. Boose died on March 11, 1865. Note that on March 5, 1867, William Phillips transferred all his right, title and interest in the *New Hope Mines* to Andrew J. Boose, his partner in the firm "Phillips and Boose."⁷⁸ Note in the deed that if said Boose was unable from ill health or other cause to attend and service the settlements, then said Boose could appoint and authorize someone to attend to the work; this suggests that A. J. Boose was already in poor health. Jacob Brengle

showed up to sign the document. Then on Feb. 22, 1867, the adjacent advertisement for the dissolution of the firm Snyder & Company was run daily for 1 month. On Feb. 23, 1867, Andrew J. Boose deeds the residence at Lot No. 239, in Cumberland, to his wife, Catherine Boose, Edward S. McCleary, Trustee.⁷⁹ And on the previous day, in consideration of a debt of \$560, John Snyder, his former partner in the boat building business, puts up his boat yard as collateral for the debt.⁸⁰ Then we see his last

Dissolution of Partnership. THE undersigned heretofore trading and dealing as partners under the name and firm of Syrora & Conpany, have dissolved their said partnership by mutual consent. All persons having claims against our late firm.

All persons having claims against our late firm, will please present the same to Andrew J. Boose for proment. All persons indebted to our firm late will please programe to Andrew J. Boose, who is nuthorized to settle its business.

JOHN SNYDER, A. J. BOOSE. Cumberland, Feb. 22, 1867—1m

will and testament, attached at the back of this report, was dated March 5, 1867, the first codicil was dated March 7, 1867, and the instrument of writing was admitted to record on March 19, 1867. He died on March 14, 1867; his obituary read: "**Died** – At his residence in this city, on the morning of the 14th instant, after a protracted illness, A. J. Boose, Esq., in the 41st year of his age."⁸¹

On the 20th of March, 1867, Hon. J. B. Hamphell, Chief Judge of the Orphans' Court of Allegany County authorized Jesse Korns and A. Jackson Clark to jointly appraise the goods, chattels and personal estate of Andrew J. Boose, late of Allegany County, deceased. The list of Goods and Chattels [items outside the home] and the List of Goods on Inventory [household items] was completed on March 25, 1867 and are included at the back of this report.

Later that month a newspaper reported: "**Estate of Andrew Jackson Boose, deceased.** This is to give notice that the subscribers have obtained from the Orphans' Court of Allegany County, Md., letters testamentary on the personal estate of Andrew Jackson Boose, late of the said county, deceased. All persons having claims against the said deceased, are hereby warned to exhibit the same, with vouchers thereof legally authenticated, to the subscribers, on or before the 28th day of October next; they may otherwise by law be excluded from all benefits of said estate. All persons knowing themselves indebted to said estate are requested to make immediate payment. Given under our hands this 26th day of March, 1867. JACOB BRENGLE, HOPEWELL HEBB March 28, 1867, 3w."⁸²

⁷⁸ Allegany County Courthouse, Cumberland, Md., Deed Book 25, page 331, recorded 3/7/1867.

⁷⁹ Allegany County Courthouse, Cumberland, Md., Deed Book 25, page 336, recorded 2/25/1867.

⁸⁰ Allegany County Courthouse, Cumberland, Md., Deed Book 25, page 337, recorded 2/23/1867.

⁸¹ *The Alleganian*, Cumberland, Md., newspaper, Wednesday, 3/20/1867, p. 3.

⁸² *Civilian & Telegraph*, Cumberland, Md., newspaper, Thursday, 3/28/1867.

Starting on April 10, 1867, and running weekly for six months, the adjacent advertisement shows that the business continued under new ownership.⁸³ Getting a bit ahead of the story, in the First Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J, Boose, late of Allegany County, deceased, (Account attached at back of this report,) filed Nov. 16, 1867 this sale of stock and goods was recorded in the estate settlement.

With the death of A. J. Boose, his ex-partner, William Phillips, certified that Jacob Brengle was the trustee of the previous deed, dated March 5, 1867, he, Jacob Brengle, being named an Executor in the Last Will and Testament of Andrew J. Boose.⁸⁴

CARD. CUMBERLAND, April 1, 1867. The undersigned would most respectfully notify the public generally that he has purchased the Stock of Goods of the late A. J. BOOSE, and intends to continue the business at the old and well established stand, on the corner of Canal and Creck Streets, in its various branches, viz: SALT, wholesale or retail, BALED HAY, CORN and OATS, A WELL-SELECTED AND COMPLETE STOCK OF GROCERIES, And MANILLA ROPE. Having had many years of experience in this business whilst associated with the late A.J. Boose, I hope by strict attention to business to receive a share of public patronage. Yours Respectfully April 10-6m JACOB BRENGLE.

On June 25th, 1867, the Executors submitted a list of debts due and owing to Andrew J. Boose, deceased, amounting to \$2,194.16, [the list is attached at the back of this report.] The Executors also submitted a report listing the sales of A. J. Boose' personal property, viz: \$1,188.45; and the sale of stock from the A. J. Boose General Store, viz: \$1,280.22 to Jacob Brengle, [the report is attached.]

On Nov. 16th, 1867, the Executors submitted their First Account of the Estate of Andrew J. Boose, deceased. Of note was the trippage of four canal boats; the income being for one trip between March 11, 1867, [when A. J. Boose died,] and Nov. 16th, 1867. A record of those trips has not been found. The canal boat "Old Abe" had been registered on July 25, 1864 and the canal boat "Mary & Anna" had been registered on Nov. 29, 1865. The record for 1867 identifies the "Minnesota" as a steam packet boat plying between Georgetown and Harper's Ferry.

The Executor's Second Account was filed on June 2, 1868. Notice the income from several canal boats and proceeds from the sale of the canal boat "Pennsylvania."

The Executor's Third Account was filed on Jan. 8, 1869. Many of the canal boats listed in 1868 were still providing trippage income to the estate. The payments to Henry Thomas Weld and W. Doerner & Weld were for canal boat repairs.

The Executor's Fourth Account was filed on Aug. 25, 1869. Many of the canal boats listed in 1868 were still providing trippage income to the estate. The payments to Felix Bareis and W. Doerner & Weld were for canal boat repairs.

⁸³ *Cumberland Alleganian*, Cumberland, Md., newspaper, Wednesday, 7/24/1867.

Allegany County Courthouse, Cumberland, Md., Deed Book 26, page 247, recorded 6/7/1867.

The Executor's Fifth Account was filed on Feb. 12, 1870. Most of the \$3,602.39 of income came from trippage fees from nine canal boats. The biggest expense was repairs to one of the boats.

The 1870 census reported Joseph J. Knode, age 58, a Clerk in the Mines, with real estate valued at \$9,000 and no personal estate, was living in Frostburg, Md.⁸⁵ Living with him was Catherine E. [Wingert], age 47, wife, keeping house, with real estate valued at \$3,500 and a personal estate valued at 2,350.

The Executor's Sixth Account was filed on Aug. 30, 1870. Most of the \$1,460.75 of income came from trippage fees from seven canal boats. The biggest expense was repairs to one of the boats.

The Executor's Seventh Account was filed on July 25, 1871. Most of the \$1,360.97 of income came from trippage fees from four canal boats. A big expense was repairs to one of the boats.

On Dec. 2, 1871, Catherine Boose leased half of her Lot No 239 on Liberty street, for \$80 per year rent, to John S. Carver, for a term of ninety nine years, renewable.⁸⁶ Or Mr. Carver could purchase the half-lot for \$1,200 at any time.

The Executor's Eighth Account was filed on April 5, 1872. Most of the \$663.21 of income came from trippage fees from two canal boats. A big expense was repairs to one of the boats. In 1872, the Allegany County Commissioners had printed the Tax Assessment for that year; J. Brengle and H. Hebb, executor's of A. J. Boose, were assessed \$39.60 on the \$4,000 value of the estate.

The Executor's Ninth Account was filed on February 10th, 1873. Most of the \$307.37 of income came from trippage fees from one canal boat. A big expense was attorney fees.

Back in 1868, the children, Anna Mary Boose and Andrew J. Boose [Jr.] filed a petition in the Circuit Court against their mother, Catherine Boose, to force the sale of "Deer Range," containing 1,230&3/8 acres by patent, as part of their father's estate settlement. George A. Pearre was appointed trustee to sell the parcel, which he did to Marshall Wise, in consideration of \$650.⁸⁷

The Executor's Tenth Account was filed on April 23rd, 1874. Most of the \$159.64 of income came from trippage fees from one canal boat; the second time paid in full. A big expense was attorney fees.

The Executor's Eleventh Account was filed on April 5, 1875. All of the \$1,316.50 of income was from interest or dividends. Apparently, Mrs. Boose had a house built and also had repairs done to a second house.

⁸⁵ 1870 Census, Frostburg, Allegany County, Maryland, enumerated on June 6, 1870, p. 33.

⁸⁶ Allegany County Courthouse, Cumberland, Md., Deed Book 36, page 277, recorded 3/4/1872.

⁸⁷ Allegany County Courthouse, Cumberland, Md., Deed Book 39, page 10, recorded 5/29/1873.

The Executor's Twelfth Account was filed on Nov. 12th, 1875. All of the \$139.95 of income was from interest or dividends. The income was paid to Mrs. Catherine Boose.

The widow Mrs. Kate Boose was living at 23 S. Liberty Street, Cumberland, Md., in 1876.88

The A. J. Boose Executor's Thirteenth Account was filed on Nov. 26th, 1877. All of the \$59.66 of income was from interest. Expenses were for taxes and fire insurance.

The A. J. Boose Executor's Fourteenth Account was filed on Dec. 13, 1878.

Then on July 15th, 1879, Catherine Boose, guardian to Anna M. Boose, filed her first account with \$525.70 due her ward. From this account, we determine the maiden name of John Boose's wife.

The 1880 census reported Catherine Boose, age 48, widowed as living in the City of Cumberland, Md.⁸⁹ Living with her was Nannie M., age 16, daughter, a student, A. Jackson, age 13, son, a student and John M. McCleary, age 63, brother, also widowed, a cabinet-maker. And on September 1st, 1880, Catherine Boose, guardian to Anna M. Boose, filed her second account with \$528.05 due her ward.

Catherine McCleary Boose died on or about June 12, 1881; an obituary remains to be found. On June 18, 1881, John H. Young was appointed Trustee to her minor children. Daughter Anna May Boose was 17 years of age and son Andrew Jackson Boose [jr.] was 14 years of age, both minors and thus meriting a Trustee.

The A. J. Boose Executor's Fifteenth and Final Account was filed on June 20, 1881. On June 21st, 1881, the Orphans' Court directed Jacob Brengle and Hopewell Hebb to hand over all the assets of Andrew J. Boose, deceased, to John H. Young, Trustee of his minor children.

A newspaper had the following obituary: "**Died**, BOOSE – On Sunday, June 12, 1881, at 1 p.m., Mrs. Catherine Boose, aged 50 years. Funeral this (Monday) afternoon at 4 o'clock, from her late residence on South Liberty street. The friends of the family are respectfully invited to attend."⁹⁰

On June 27, 1881, George A. Wingert, Joseph Knode and O. J. Moat put up a \$1,500 bond for George A. Wingert as Administrator of the Catherine Boose estate. On June 28, 1881, George A. Wingert was appointed administrator of her estate. On June 29, 1881, he had published in the *Daily Times*, a newspaper published in Cumberland, Md., a notice to creditors to exhibit their claims before Jan. 28, 1882 and all persons indebted to the estate were requested to make immediate payment. The notice was filed on July 6, 1882.

On Oct. 6, 1882, John H. Young, Trustee of the two children, received \$367.50 for each child as settlement of their mother's estate. Also, on the same day, John H. Young acknowledged receipt

⁸⁸ 1876 City Directory, Cumberland, Md., page 35.

⁸⁹ 1880 Census, Cumberland, Allegany County, Maryland, enumerated on June 3, 1880, p. 7.

⁹⁰ *The Daily Times*, Cumberland, Md., newspaper, Monday, 6/13/1881, p. 2.

of \$159.53 in full payment of the distributive shares of the two children on the settlement of the restatement of George A. Wingert's first and final account of Catherine Boose. George A. Wingert, Administrator of Catherine Boose, deceased, was released of all further responsibility on account of the children.

On June 1st, 1883, Anna M. and Andrew J. Boose petitioned the Orphans' Court to require the fifteenth and final account of their father's estate be restated to put the \$2,000 bonds of Agricultural & Mechanical Association, be accrued to the Executors. Apparently, the purchase of the bonds had been approved by the Court but not admitted to record as mentioned in the subsequent deeds of release. On August 10, 1883, Anna M. Boose, then 19 years of age, signed a Deed of Release to Jacob Brengle and Hopewell Hebb, Executors to her father's last will and testament. On August 10, 1883, Andrew J. Boose, then 16 years of age, signed a Deed of Release to Hopewell Hebb and Jacob Brengle, Executors to his father's last will and testament.

In 1884 A. Jack Boose [age 17] was listed as a clerk, boarding at 15 S. Liberty street, Cumberland, Md.⁹¹

In 1890, Andrew J. Boose [Jr., aged 23] was listed as a Clerk, living at 25 S. Liberty street, Cumberland.⁹²

In 1897, A. J. Boose [Jr.] sold Boots and Shoes, from 68 Baltimore Street, and lived at 45 Decatur street, Cumberland, Md.⁹³

On January 3, 1898, a newspaper ran an advertisement about an auction; "**McKaig Block Sold** – This morning occurred one of the liveliest sales of real estate that has taken place in this city for a long while. The property sold was the McKaig block on Baltimore street, in front of the post office. The property consists of a three story brick building containing five store rooms, namely: Fulton's bookstore, A. Jack Boose's shoe store, The Fair, and others, and was a most desirable property. The bidding was spirited and lively. The first bid was \$20,000 and it went right along till it reached the big sum of \$45,700, and was knocked down to Michael L. Fesenmeier.

"Quite a deal of interest has been manifested as to the use to which this old and finely located property would be put. The German Savings Bank was a very active bidder, its increasing business demanding better and more ample quarters. Three of its friends bid for it. Mr. Swarizwelder bid for the estate or for himself. Mr. Fesenmeier's bid, the successful one, when accepted, proved a star for discussion. As soon as he had paid the \$1,000, required by the trustees, he was asked as to the use to which he would put the property. 'Why I don't know and don't care to say what my plans are just now. I have a fine property, bought at its value, and I will take my own time in determining the best disposition of the property.'"⁹⁴

Later that year, A. J. Boose decided to relocate his business as evidenced by the following article: **Chance of a Life Time** – A. Jack Boose, 68 Baltimore street, will be auctioning off his

⁹¹ 1884 City Directory, Cumberland, Md., p. 16.

⁹² 1890 City Directory, Cumberland, Md., p. 26.

⁹³ 1897 City Directory, R. L. Polk & Co., Cumberland, Md. pages 64 & 456.

⁹⁴ *Cumberland Evening Times*, Cumberland, Md., newspaper, Monday, 1/3/1898, p. 3.

fine stock of shoes, hats and umbrellas this evening at 7:30, and continue each afternoon and evening until it is closed out. Mr. Boose has always kept first-class goods and this will be a chance of a lifetime to get such goods at auction prices. Many auctions sell only second or third grade goods, but this will not be the case with this auction."⁹⁵

The next month the newspaper reported: "**Can You Find This Place?** – It was announced some time ago that A. Jack Boose, was closing out his business for the purpose of handling nothing but men's shoes. He is now ready, and will open up his new place of business this evening at 112 Baltimore street, opposite the *Daily News* office. While the store this evening will not present the attractive appearance that its hustling proprietor intends that it shall when he has had more time in which to display his stock, he will nevertheless be pleased to have all who are in need of men's shoes at popular prices to call at his new place. Mr. Boose will make a great effort to please you and as he will handle nothing but men's shoes he will have a very large assortment for you to select from."⁹⁶

In 1899, A. J. Boose was listed under Boot and Shoemakers, from 112 Baltimore street, and lived at 40 Fayette street, Cumberland, Md.⁹⁷

⁹⁵ *Cumberland Evening Times*, Cumberland, Md., newspaper, Wednesday, 3/23/1898, p. 4.

⁹⁶ *Cumberland Evening Times*, Cumberland, Md., newspaper, Saturday, 4/9/1898, p. 1.

⁹⁷ 1899 U. S. City Directory, R. L. Polk & Co., Cumberland, Md. page 57 & 244.

VITAL STATISTICS OF ANDREW JACKSON BOOSE FAMILY

Name	Rel.	Birth	Married	Died	Born in
John Jacob Boose	hus	12/12/1765	4/12/1700	6/1/1848	Switzerland
Anna Catherine Wingert	wife	4/4/1772	4/13/1790	9/5/1824	Maryland
Elizabeth Boose	dau	1791		8/11/1808	2
John Boose	son	6/1/1792	twice	2/11/1837	Pennsylvania
Dorothy Boose	dau	1/20/1794	infant	1795	Pennsylvania
Rudolph Boose	son	5/21/1796		7/31/1870	Pennsylvania
Henrich Peter Boose	son	2/11/1799			Pennsylvania
Mary Boose	dau	12/6/1799			Pennsylvania
					2
John Wingert	hus	5/22/1786	1811	10/15/1822	Pennsylvania
Maria Catherine Frank (1 st)	wife	4/15/1792		7/24/1849	Pennsylvania
Jeremiah Wingert	son	1812		1850	Maryland
Catherine E. Wingert (Knode)	dau	9/1812	1/22/1850	5/26/1888	Maryland
John W. Wingert	son	1813	4/17/1838	_	Pennsylvania
Peter M. Wingert	son	10/9/1816		11/14/1896	Pennsylvania
Henry Wingert	son	1819		1893	Maryland
Julia Ann Wingert (Smith)	dau	11/1822	11/9/1846	7/17/1901	Maryland
x , <i>i</i>					
	En	d of 1 st Gener	ation		
John Boose	hus	6/1/1792	2/22/1017	2/11/1837	Pennsylvania
Catherine Shaffner	wife		3/22/1817	9/12/1825	Pennsylvania
Matthias Boose	son	2/14/1818	infant	9/13/1819	
Jacob Boose	son	4/4/1820			
William H. Boose	son	3/25/1822			
John Boose	hus	6/1/1792	4/25/1826	2/11/1837	Pennsylvania
Mrs. Catherine Wingert (2 nd)	wife	4/15/1792	+/23/1820	7/24/1849	Pennsylvania
Andrew Jackson Boose	son	7/29/1825	12/18/1861	3/14/1867	Maryland
	En	d of 2 nd Gene	ration		
Andrew Jackson Boose, Sr.	hus	7/29/1825	12/18/1861	3/14/1867	Maryland
Catherine McCleary	wife	1832		6/12/1881	Maryland
Anna Mary [Nannie] Boose	dau.	1864			Maryland
Andrew Jackson Boose, Jr.	son	1867			Maryland
	En	d of 3 rd Gener	ration		

Allegany County Courthouse, Cumberland, MD, Deed Book L, p. 433, 6/3/1822.

The following Deed was Recorded June 3rd 1822.

This Indenture made this first day of June in the year of our Lord eighteen hundred and twenty two, between Henry Startzman of Allegany County and State of Maryland of the one part and John Boose of the County and State aforesaid of the other part. Witnesseth, that the said Henry Startzman for and in consideration of the sum of fifteen hundred dollars current money of the United States to him in hand paid by the said John Boose before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said Henry Startzman hath granted, bargained, sold, aliened, enfeoffed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff and confirm unto the said John Boose, his heirs and assigns, all the following described part of a tract or parcel of land, situate, lying and being in Allegany County, called "The Resurvey on Pine Grove." Beginning for the said part at a stake standing at the end of twelve perches on the first line of the whole tract and running thence with the said first line South thirty six degrees West fifty perches to a stake; thence across the whole tract North fifty three degrees West thirty four perches to the sixth line of the said tract; thence with the said sixth line North thirty two degrees East fifty perches; thence with a straight line to the beginning, containing eleven acres and twenty seven perches. Also two lots of ground situate in the Town of Cumberland on Bridge Street, known and distinguished on the plot of said Town by Lots Number two hundred and seventy eight and two hundred and seventy nine, with the privilege of drawing water from the Mill race for the use of a Tan Yard together with all and singular the buildings, improvements, woods, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever, thereunto belonging, or in any wise appertaining and the reversions and remainders, rents, issues and profits thereof and all the estate right, title and interest whatsoever of him the said Henry Startzman both at law and in equity of, in and to and out of the said piece or parcel of land and Lots and premises hereby bargained and sold or meant, mentioned or intended hereby so to be and every part and parcel thereof. To Have and To Hold the said piece or parcel of land and the said two Lots so as aforesaid described; together with the buildings and appurtenances and all and singular other, the premises hereby bargained and sold or mentioned or intended hereby so to be, and every part and parcel thereof with their and every of their appurtenances unto the said John Boose, his heirs and assigns forever, and to and for no other use intent or purpose whatsoever. Reserving nevertheless to Thomas Beall of Samuel his heirs or assigns the ground rent of one dollar on each of said Lots payable on the first day of January annually hereafter, forever. And the said Henry Startzman for himself his heirs, executors and administrators doth hereby covenant, grant, promise and agree to and with the said John Boose, his heirs, executors, administrators or assigns that he the said Henry Startzman and his heirs the said piece or parcel of land and the said two Lots and premises hereby granted, bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging to him the said John Boose, his heirs and assigns against him the said Henry Startzman and his heirs and against all and every person or persons whatsoever, claiming or to claim any right, title or interest in and to the same, or any part thereof shall and will hereafter warrant and forever defend by these presents. In Witness whereof the said Henry Startzman hath hereunto subscribed his name and affixed his seal the day and year first hereinbefore written. Signed, sealed & delivered in the presence of Chas. F. Broahag, Jno. McNeill Henry Startzman {Seal}

Maryland, Allegany County, to wit: Be it remembered that on this first day of June in the year of our Lord eighteen hundred and twenty two, personally appears Henry Startzman of Allegany County, the party grantor within named before us the subscribers two Justices of the Peace for the County aforesaid and acknowledges the within deed or instrument of writing to be his act and deed and the lands and premises therein mentioned and thereby bargained and sold to be the right and estate of the within named John Boose party Grantee also therein named, his heirs and assigns forever, according to the purport true intent and meaning of the said deed or instrument of writing and the Acts of Assembly in such case made and provided. Acknowledged before and certified by Chas. F. Broahag

Chas. F. Broahag Jno. McNeill

Allegany County Courthouse, Cumberland, MD, Deed Book O, p. 232, 10/1/1828.

At the request of Philip Wingert, the following Deed was recorded October the 1st, 1828.

This Indenture, made this thirteenth day of September in the year of our Lord eighteen hundred and twenty eight between John Boose of Allegany County, State of Maryland of the one part and Philip Wingert of Washington County and State [aforesaid] of the other. Whereas the said John Boose is indebted to the said Philip Wingert in the sum of six hundred and fifty dollars for rents due to him and money lent & advanced. Now this Indenture Witnesseth that the said John Boose in consideration of the said debt or sum of six hundred and fifty dollars owning to the said Philip Wingert as aforesaid and for the better securing to payment thereof with interest to the said Philip Wingert his executors, administrators or assigns, and also in consideration of the sum of five dollars to him in hand paid by the said Philip Wingert at and before the sealing and delivery of these present, the receipt whereof the said John Boose doth hereby acknowledge. he the said John Boose hath granted, bargained, sold, released and confirmed and by these presents doth grant, bargain, sell, release and confirm unto the said Philip Wingert and to his heirs and assigns, all that part of a tract of land in Allegany County called "The Resurvey on Pine Grove," beginning for said part at a stake standing at the end of twelve perches on the first line of the whole tract and running thence with said line South thirty six degrees West fifty perches to a stake; thence across the whole tract North fifty three degrees West thirty four perches to the sixth line of said tract; thence with the said sixth line North thirty two degrees East fifty perches; then by a straight line to the beginning, containing eleven acres, more or less. Also the following goods and chattels, to wit: one wagon, four horses and harness, twenty five head of cattle, eighteen sheep, twenty five hogs, one clock, two corner cupboards, one desk, one bureau, five feather beds bedsteads and bedding, five tin plate stoves with their pipes, fifteen chairs, five tables, one copper kettle which holds about fifteen gallons, three ploughs, one harrow, one ward mill, two hundred and fifty bushels of corn, one hundred and fifty bushels of wheat in the barn, two hundred bushels of rye in the barn, one hundred bushels of oats in the barn. To Have and To Hold the land hereinbefore described and every part and parcel thereof with the appurtenances thereunto belonging unto the said Philip Wingert his heirs and assigns and the said goods and chattels to him, his executors, administrators and assigns. Provided always and it is the true intent and meaning of these presents and of the parties hereunto that of the said John Boose his heirs, executors or administrators do and shall well and truly pay or cause to be paid unto the said Philip Wingert his executors, administrators or assigns the full sum of six hundred and fifty dollars with legal interest on the same from the date of these presents on or before the first day of October eighteen hundred and thirty one, then and from thenceforth these presents and every matter and thing therein contained shall cease and be utterly null and void, anything therein contained to the contrary thereof in any wise notwithstanding. And the said John Boose for himself, his heirs, executors and administrators doth covenant, promise and agree to and with the said Philip Wingert, his executors, administrators and assigns, that he the said John Boose, his heirs, executors or administrators or some of them shall and will well and truly pay or cause to be paid unto the said Philip Wingert, his executors, administrators and assigns, the said sum of six hundred and fifty dollars with legal interest thereon the day herein before limited for payment thereof and it is hereby declared to be the true intent and meaning hereof and of the parties herewith that until default shall be made in payment of the said sum of six hundred and fifty dollars [and] legal interest for the same as aforesaid according to the time limited for the

payment thereof it shall and may be lawful to and for the said John Boose, his heirs, executors, administrators and assigns, personally and quietly to have, hold, occupy, profess and enjoy all and singular the said goods and chattels above granted, bargained and sold.

In witness whereof, the said John Boose hath hereunto set his hand and affixed his seal the day and year first hereinbefore written.

Signed, sealed and delivered in the presence of Jno. McNeill, Henry Korn.

John Boose {Seal}

Maryland, Allegany County, to wit: On this thirteenth day of September 1828 before us the subscribers two Justices of the Peace of the State of Maryland in and for Allegany County aforesaid, personally appeared John Boose party grantor within named and acknowledged the foregoing Deed or instrument of writing to be his act and deed for the purposes therein mentioned.

Taken and certified before: Jno. McNeill, Henry Korn

Allegany County Courthouse, Cumberland, MD, Deed Book O, p. 233, 10/11/1828.

At the request of Philip Wingert, the following Deed was recorded October 11th 1828

This Indenture, made this ninth day of September in the year of our Lord eighteen hundred and twenty eight, between John Boose of Allegany County and State of Maryland of the one part and Philip Wingert of Washington County and State aforesaid of the other part. Witnesseth, that he the said John Boose for and in consideration of the sum of two thousand dollars current money of the United States, to him in hand paid by the said Philip Wingert before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said John Boose hath granted, bargained, sold, aliened and enfeoffed and confirmed and by these presents doth grant, bargain, sell, alien, enfeoff and confirm unto the said Philip Wingert his heirs and assigns, two lots of ground situate in the Town of Cumberland on Bridge Street known and distinguished on the plot if said Town by Lots Number two hundred and seventy eight and two hundred and seventy nine with the privilege of drawing water from the Millrace for the use of a Tan yard together with all and singular the buildings, improvements, woods, way, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto appertaining or in any wise appertaining and the reversions and remainders, rents, issues and profits thereof and all the estate right, title and interest whatsoever of him the said John Booth both at law and in equity of, in, to and out of the said two lots and premises hereby bargained and sold or meant, mentioned or intended hereby so to be and every part and parcel thereof. To Have and To Hold the said two Lots so as aforesaid described together with the buildings and appurtenances and all and singular other, the premises hereby bargained and sold or mentioned or intended hereby so to be and every part and parcel thereof with their and every of their appurtenances unto him the said Philip Wingert his heirs and assigns forever, and to and for no other use, intent or purpose whatsoever, reserving nevertheless to Thomas Beall of Samuel his heirs and assigns the Ground rent of one dollar on each of said lots payable the first day of January annually hereafter forever and the said John Booth for himself, his heirs, executors and administrators doth hereby convent, grant, promise and agree to and with the said Philip Wingert his heirs and assigns against him the said John Booth and his heirs and against all and every person or persons whatsoever claiming or to claim any right, title or interest in and to the same or any part thereof shall and will here after warrant and forever defend by these presents. In Witness whereof the said John Boose hath hereunto subscribed his name and affixed his seal the day and year first hereinbefore written. Signed, sealed and delivered in the presence of

Jno. McNeill, John Uhl

John Boose {Seal}

Maryland, Allegany County, to wit: Be it remembered that on the ninth day of September in the year of our Lord eighteen hundred and twenty eight personally appeared John Boose of Allegany County the party grantor within named before us the subscribers two Justices of the Peace for the County aforesaid and acknowledges the within Deed or instrument of writing to be his act and deed and the lands and premises therein mentioned and thereby bargained and sold to be the right and estate of the within named Philip Wingert party grantee 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 and provided. And now at the same time also personally appeared Catherine Boose, wife of the said John Boose, before us Justices aforesaid and acknowledged the said Deed or instrument of writing to be her act and deed and the lands

and premises therein named to be the right and estate of the within named Philip Wingert his heirs and assigns forever and the said Catherine Boose being by us privately examined apart from and out of the hearing of her husband whether she doth make her acknowledgement of the same willingly and freely and without being induced thereto by fear or threat of or ill usage by her husband or fear of his displeasure acknowledges that she doth make her acknowledgement of the same willingly and freely and without being induced thereto by fear or threat of or ill usage by her husband or fear of his displeasure.

Taken and certified the day and year above written.

Jon. McNeill John Uhl

Allegany County Courthouse, Cumberland, MD, Deed Book O, p. 417, 6/27/1829.

At the request of Philip Wingert, the following Mortgage was recorded June 27th 1829.

Know all men by these presents that I John Boose of Allegany County, State of Maryland, for and in consideration of the sum of one hundred and fifty dollars which I owe and stand indebted to Philip Wingert of Washington County and State aforesaid, hath bargained and sold and by these presents doth bargain and sell unto the said Philip Wingert, his executors, administrators and assigns, fifteen acres of corn, fifteen acres of wheat [and] six acres of rye now growing on the farm I now occupy belonging to said Philip Wingert, also one yearling colt. To Have and To Hold the said property to the said Philip Wingert, his executors, administrators and assigns upon this condition, that if the said John Boose do and shall well and truly pay to the said Philip Wingert the said sum of one hundred and fifty dollars on or before the first day of January next, then these presents shall be void.

In witness whereof, the said John Boose hath hereunto set his hand & seal this twelfth day of June 1829.

Signed, sealed & delivered in presence of John Scott

John Boose {Seal}

State of Maryland, Allegany County, to wit: On this twelfth day of June 1829 before me the subscriber one of the Justices of the Peace of the State of Maryland in and for Allegany County, personally appeared John Boose within named and acknowledged the within instrument of writing to be his act and deed for the purposes therein mentioned. Acknowledged before: John Scott.

Allegany County Courthouse, Cumberland, MD, Deed Book P, p. 145, 7/21/1830.

At the request of Philip Wingert, the following Bill of Sale was recorded 21st July 1830.

Know all men by these presents that I John Boose of Allegany County and State of Maryland for and in consideration of the sum of one hundred and twenty dollars current money to me in hand paid by Philip Wingert 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 Philip Wingert, his executors, administrators and assigns all those lots or fields of wheat now growing, in my possession, supposed to contain about twelve acres, likewise these lots or fields of rye now growing in my possession, supposed to contain about fifteen acres, and also two other lots or fields of corn in my possession, and now growing, and to have and to hold the same described parcels of grain now growing and intended to be conveyed & sold to him the said Philip Wingert, his executors, administrators and assigns forever to his and their proper use & behoof and I the said John Boose for myself, my executors and administrators shall and will warrant and forever defend by these presents to the said Philip Wingert, his executors, administrators and assigns the said described grain in now growing, 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 hereunto set my hand and affixed my seal this 3rd day of July 1830. Signed, sealed and delivered in the presence of John Boose {Seal} John White

Allegany County Courthouse, Cumberland, MD, Deed Book P, p. 349, 7/18/1831.

At the request of Philip Wingert, this Mortgage was recorded the 18th July 1831.

Know all men by these presents that whereas I am now indebted to Philip Wingert in the sum of one hundred dollars for the rents of the premises I now occupy of his and being desirous to secure to him the payment thereof hath agreed to secure to these presents, now know ye that I John Boose of Allegany County, State of Maryland hath for and in consideration of the above stated premises and for and in consideration of the sum of one dollar to me in hand paid at and before the sealing and delivery of these presents, bargained & sold & by these presents doth bargain and sell to the said Philip Wingert, his executors & administrators, about fifteen acres of wheat, ten acres of rye and twenty acres of corn and ten acres of oats now in the ground on the premises rented from the said Philip Wingert. To Have and To Hold the same to the said Philip Wingert, his executors and administrators or assigns until payment of the said before recited rent is paid. In witness whereof, the said John Boose hath hereunto set his hand & seal this first day of July 1831.

Witness: Adam Sigler

John Boose {Seal}

State of Maryland, Allegany County, Sct: On this first day of July 1831, before me the subscriber one of the Justices of the Peace of the State & County aforesaid, personally appeared John Boose of Allegany County and acknowledged the within instrument of writing to be his act & deed for the purposes therein mentioned. Acknowledged before: Adam Sigler.

Allegany County Courthouse, Cumberland, MD, Deed Book Q, p. 53, 7/4/1832.

At the request of Gustavus Beale, this Bill of Sale was recorded the 4th July 1832.

Know all men by these presents that I John Boose of Allegany County and State of Maryland have bargained and sold and by these presents have bargained and sold unto Gustavus Beale of said County and State for and in consideration of the sum of two hundred and thirty dollars to me in hand paid, the receipt he doth hereby acknowledge, the following quantity of grain which is now growing on the plantation of said Boose to wit: two hundred bushels wheat it to be merchantable at 75 cents per bushels, 100 bushels of corn at 25 cents, 100 bushels rye at 30 cents & 100 bushels oats at 25 cents, to be delivered to the said Beale, at his Mill in Cumberland on or before the 1st day of April next, and it is agreed by the parties above mentioned, that if the prices of the above mentioned grain should rise above the prices above mentioned before the 1st day of April next, the above named Beale to pay to said Boose the difference after deducting the interest on the above sum of money mentioned above. In witness whereof, I do hereby set my hand and affix my seal, this 2nd day of July 1832.

John Boose {Seal}

July 2nd 1832, Allegany County, Maryland: Then came John Boose before the subscriber, one of the Justices of the Peace for said County and acknowledged the above instrument of writing to be his act and deed and the above mentioned grain to be the right and property of the said Beale. Acknowledged before: John H. Bayan

Allegany County Courthouse, Cumberland, MD, Deed Book R, p. 256, 11/5/1834.

At the request of Gustavus Beale, this Bill of Sale was recorded the Nov. 5, 1834.

Know all men by these presents, that I John Boose of Allegany County & State of Maryland, for and in consideration of the sum of two hundred and ninety three dollars to me in hand paid by Gustavus Beale of the County and State aforesaid, the receipt whereof I hereby acknowledge, have bargained and sold and by these presents do bargain and sell to the said Gustavus Beale two hundred bushels of wheat now in the barn, two hundred bushels of corn and one hundred bushels of oats now in my possession which I promise to deliver to the said Gustavus Beale this winter ensuing, but it is further understood that if grain of the description above mentioned should rise in value above the price now contracted for, that in that case the said Gustavus Beale is to pay the difference and for the faithful delivery as aforesaid I hereby bind myself, my heirs or assigns and warrant and defend the said grain as described from all person or persons whatsoever. As witness my hand and seal this 3rd day of November 1834. Acknowledged before Adam Sigler John Boose {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book S, p. 461, 9/30/1836.

At the request of Philip Wingert, this Deed was recorded 30th September 1836.

This Indenture, made this thirteenth day of September in the year of our Lord one thousand, eight hundred and thirty six, between John Boose & Catherine Boose, his wife, of Allegany County, State of Maryland of the one part and Philip Wingert of Washington County and State aforesaid of the other part. Witnesseth, the aforesaid John Boose by his indenture or mortgage bearing date the thirteenth day of September eighteen hundred and twenty eight duly executed, acknowledged and recorded among the Land Records of Allegany County for and in consideration of the sum of six hundred and fifty dollars did grant, bargain & sell unto the said Philip Wingert his heirs and assigns all that part of a tract of land called "The Resurvey on Pine Grove" as described on the said deed of mortgage by courses & distances, reference being thereto herewith [illegible] fully containing eleven acres together with other property therein mentioned. And whereas also the said John Boose has been and still is unable to pay to the said Philip the said sum of six hundred and fifty dollars or any part thereof the said John Boose is willing to execute the deed of release in consideration of the sum of one hundred and twenty four dollars & fifty cents as repayment of the said six hundred & fifty dollars and which said deed of mortgage the said Philip is to credit the said sum of one hundred & twenty four dollars & fifty cents, against this indenture. Witnesseth that the said John Boose and Catherine, his wife, in consideration of the premises & for and in consideration of the further sum of ten dollars current money to them, the said John Boose & Catherine Boose, in hand paid by the said Philip Wingert at or before the sealing and delivery of these presents the receipt whereof the said John Boose & Catherine Boose do hereby acknowledge and thereof do release, requite and discharge the said Philip Wingert his heirs & executors by these presents they the said John Boose & Catherine Boose have granted, bargained and sold and by these presents do grant, bargain & sell unto the said Philip Wingert all that part of a tract of land situate, lying and being in Allegany County aforesaid called "The Resurvey on Pine Grove" which is included in the following courses and distances Beginning for the said part at a stake standing at the end of twelve perches on the first line of the whole tract and running thence with said line North fifty three degrees West thirty four perches to the sixth line of said Tract; thence with the said sixth line North thirty two degrees East fifty perches; then by a straight line to the Beginning, containing eleven acres, more or less, together with all and singular the improvements, anlages, profits and appurtenances thereunto belonging or in any wise appertaining. To Have and To Hold unto him the said Philip Wingate his heirs and assigns forever. And also all the estate, right, title, use, trust, property and domain whatsoever of them the said John Boose & Catherine Boose of, in and to the aforesaid lands and premises hereby bargained & sold & to the part and parcel thereof to the only proper use and behoof of him the said Philip Wingert and his heirs and assigns forever & to and for no other use, intent or purpose whatsoever. And the said John Boose & Catherine Boose, for themselves and their heirs do hereby covenant, grant, promise and agree to and with the said Philip Wingert and his heirs & assigns that they the said John Boose and Catherine Boose and their heirs the said tract or parcels of land and premises hereby granted, bargained & sold & every part & parcel hereof with the appurtenances thereunto belonging to him the said John Wingert his heirs and assigns against him the said John Boose and Catherine Boose and their heirs and against and every other person or persons whatsoever claiming or to claim the said land & premises state and will forever warrant and defend. In witness whereof, the said John Boose

& Catherine Boose have hereunto subscribed their names & affixed their seals the day and year first hereinbefore written. John Boose {Seal} Signed, sealed and delivered in presence of her John McNeill & Cam Sigler Catherine X Boose {Seal} mark

State of Maryland, Allegany County, to wit: Be it remembered that on this 30th day of September in the year of our Lord one thousand, eight hundred & thirty six, personally appeared John Boose & Catherine Boose, his wife, party grantors in the foregoing deed or instrument of writing, named and who are personally known to us to be the parties described in the body of the deed before us two of the Justices of the Peace, duly qualified in and for the County aforesaid and acknowledged the above deed or instrument of writing to be their act & deed & the land & premises therein mentioned and hereby bargained & sold to be the right and estate of the above named Philip Wingert, party grantee, also therein named, his heirs and assigns, forever. And the said Catherine Boose, wife of the said John Boose, did sign and seal the said instrument of writing before us Justices as aforesaid out of the presence & hearing of her said husband and being by us privately examined out of the presence & hearing of her said husband whether she doth execute & acknowledge the same voluntarily & freely & without being induced to do so by fear or threats of or ill usage by her said husband or fear of his displeasure declared and acknowledges that she doth execute & acknowledge the same voluntarily & freely & without being induced so to do by fear or threats of or ill usage by her said husband or by fear of his displeasure. Taken before & certified by: John McNeill & Adam Sigler.

Allegany County Courthouse, Cumberland, MD, Deed Book EE, p. 177, 5/15/1844.

At the request of Samuel M. Semmes, the following Deed was recorded May 15th 1844.

This Indenture, made this fifteenth day of May in the year of our Lord one thousand, eight hundred and forty four, between Jeremiah Wingert of Somerset County in the State of Pennsylvania and Mary Wingert, his wife, John Wingert of Allegany County in the State of Maryland and Elizabeth Wingert, his wife, Julia Ann Wingert of said Allegany County and Catherine Wingert of said Allegany County, Catherine Boose of Said Allegany County, all of the first part and Samuel M. Semmes of said Allegany County of the second part. Witnesseth, that the said parties of the first part have for and in consideration of the sum of one thousand, three hundred and sixty six dollars and sixty six and two thirds cents current money of the United States, to them in hand paid by the said Samuel M. Semmes at and before the sealing and delivery of these presents, the receipt of which they do hereby acknowledge, given, granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed and by these presents do give, grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said Samuel M. Semmes, his heirs & assigns four undivided sixth parts, the whole into six parts to be divided of all that parcel of land being part of the tract of land called "Family Inheritance," situate and lying in said Allegany County. Beginning for said parcel of land at a point on the West side of the railroad land out for and about the construction of the Maryland and New York Coal Company and forty feet distant from the center line thereof and also on the line dividing the lands of Wingert heirs from the lands of said Company and about two hundred feet North of the Rail Road on Mill's Creek and running thence North twenty nine degrees and a half degrees East nineteen hundred feet parallel to the center line of said Rail Road and forty feet distant therefrom to the easterly limits of the Somerset Turnpike Road; thence North fifty one degrees and a half degree West thirty feet to the center of said Road; thence Northerly by the center of said Turnpike Road to the line dividing the lands of the said Wingert heirs from the lands of said Company; thence with said lines South seventy one degrees East five hundred and seventy six feet; thence South twenty two degrees West three hundred and five feet; South nineteen degrees West thirty five feet; South forty seven degrees & one half degrees West seventeen hundred and seventy feet to the beginning, containing twenty eight acres, more or less. The parcel of land herein meant to be described and intended to be conveyed is all the lands which lies Easterly of the three lines first above mentioned, (to wit: the line which begins at the beginning and runs North twenty nine degrees and a half degree East nineteen hundred feet and the line which then runs North fifty one and one half degree West thirty feet, and the line which then runs by the middle of the Somerset Turnpike road,) and which is bounded Northerly and Easterly by the lands of the said Company & together with all and singular the ways, waters, water courses, rights, members, privileges, advantages, buildings, improvements and appurtenances thereto belonging or in any appertaining and all the estate, right, title and interest, trust, property, claim and demand whatsoever at law and in equity of them the said parties of the first part of, in and to the said parcel of land. To Have and To Hold the said parcel of land and premises with appurtenances thereunto belonging unto the said Samuel M. Semmes, his heirs and assigns, to the use of the said Samuel M. Semmes his heirs and assigns in trust for Henry Thomas Weld, his heirs and assigns. And the said parties of the first part for themselves, their heirs and assigns, do hereby covenant, promise and agree to and with the said part of the second part, his heirs and assigns, that they the said parties of the first part, the parcel of land or premises above described

are herein mentioned to be granted, bargained and sold, with the appurtenances to the said Samuel M. Semmes, his heirs and assigns, excepting so much thereof as is undivided within the limits of the said Somerset Turnpike road, shall and will warrant and forever defend by these presents against the claims of all persons whomsoever. In Witness whereof the said parties of the first part have hereunto set their hands and affixed their seals on the day and year first above written.

Signed, sealed and delivered in presence of us

Wm. Taylor John Wolfe Jeremiah Wingert {Seal} her wife, Mary X Wingert {Seal} mark John Wingert {Seal} wife, Eliza Wingert {Seal} Julia Ann Wingert {Seal} Elizabeth C. Wingert {Seal] Catherine Boose {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fifteenth day of May in the year of our Lord one thousand, eight hundred & forty four before us the subscribers two Justices of the Peace of the State of Maryland in and for said Allegany County, personally appeared, Jeremiah Wingert & Mary Wingert, his wife, John Wingert and Eliza Wingert, his wife, Julia Ann Wingert and Catherine Wingert and Catherine Boose, they being known to us to be the persons who are named and described as and professing to be the parties to the foregoing deed or indenture and do severally acknowledge the said indenture or instrument of writing to be their respective act and deed. The said Mary Wingert and Eliza Wingert having respectively signed and sealed said indenture before us out of the presence and hearing of their respective husbands. And the said Mary Wingert and Eliza Wingert being by us examined out of the presence & hearing of their respective husbands "whether each of them doth execute and acknowledge the same freely and voluntarily and without being induced to do so by fear or threats of or ill usage by her husband or by fear of his displeasure," declared and saith that she doth. In testimony whereof, we hereunto subscribe our names on the day and year aforesaid.

Wm. Taylor, J.P. John Wolfe, J.P.

To the Honorable, the Judges of the Orphans' Court of Allegany County.

The undersigned, Administrator of Catherine Boose, late of Allegany County, deceased, begs leave to report that in pursuance of an Order of the Orphans Court of Allegany County and the Acts of Assemble in such case made and provided, he has caused the usual notice to the creditors of said deceased, to be inserted in the "Cumberland Civilian," a newspaper printed in the Town of Cumberland, once each of three successive weeks previous to the 19th day of September, 1849.

Jeremiah Wright Administrator

State of Maryland, Allegany County, to wit: On the 19th day of September, 1849, personally appeared before me the subscriber, Register of Wills of the State of Maryland, in and for Allegany County, Jeremiah Wingert, Administrator of Catherine Boose, late of Allegany County, deceased, and made oath on the Holey Evangely of Almighty God that the foregoing report is true, to the best of his knowledge & belief. Sworn before W. Rett Culley, Register of Wills

W. Rett Culley, Register of Will for Allegany County, Maryland

Filed Sept. 19, 1849. Test W. Rett Culley, Register Approved Sept. 28, 1849, James Fitzpatrick, C. J. O. C. & John Hays, J. O. C. Recorded in Court Proceedings, Liber C, folio 59, Test: W. Rett Culley, Register.

A true and perfect inventory of all and singular the goods, chattels and personal estate of Catherine Boose, late of Allegany County, deceased, appraised by us the subscribers, each of us having been first legally authorized and duly sworn as will be seen by the annexed warrants.

Value 20.00 6.00 50.00 3.00 3.00 4.00 00.00 50.00 00.00 50.00 00.00 1.00 2.00
6.00 50.00 3.00 4.00 00.00 50.00 1.00
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7.00
3.50
7.00
9.00
0.00
.25
.75
1875
2.50
1.00
1.50
6.00
5.00
3.00
8.00
3.50
1.50

1 Bedspread @ \$0.20	.20
1 Cabin led @ \$4.00	4.00
1 Bedstead and bedding @ \$17.00	17.00
1 Lot of rag carpet, 1 stand, a small bedstead @ \$1.25	1.25
1 Hair trunk @ \$2.00	2.00
	\$1378.161/4

We the subscribers do certify that the aforesaid is a true and just inventory and valuation of all and singular the goods, chattels and personal estate of Catherine Boose, late of Allegany County, deceased, so far as the same has come to our sight and knowledge and as appraised by us according to the best of our skill and judgment. In testimony, whereof we hereunto set our hands and seals, this twenty-fifth day of August in the year eighteen hundred and forty nine.

John P. Kreigbaum {Seal]

Jacob Devore {Seal}

The First Account of Jeremiah Wingert, Administrator of Catherine Boose, Deceased, as filed and sworn by said Administrator this 26th day of August, 1850. Test. W. Rett Culley, Register.

Recorded in Administrator Account, Liber D, folio 2. Test. W. Rett Culley, Register.

BuyerItemPriceGeorge MoyersLot empty bbls & feathers.26George Clise1 spinning wheel.25George Clise1 small spinning wheel.25George Clise1 spinning wheel and reel.25Isaac LafertyIpair bedsteads.35John Wingert1 lot old bedsteads.07John Wingert1 large tub.50John Sullivan1 bee hive and bees1.40John Sullivan1 bee hive and bees1.60John Sullivan1 bee hive and bees2.00Mathew Thompson1 copper kettle1.05George Clise1 tin plate stove.335John Carey1 butch oven.45John Carey1 butch oven.45John Carey1 butch oven.45John Carey1 butch oven.45John Wingert1 tea kettle & coffee mill.27John Wingert1 tea kettle & coffee mill.27John Wingert1 small brass kettle1.20E. W. Hall1 pair waffle irons & pound cake baker.31Frederick Betsall1 old table.50Daniel Uhl1 lot crockery ware.50Isaac Laferty1 small wash stand.45John Carey1 susage stuffer.17Charles Botcher1 bell.55Henry Porter1 cupboard & furniture.206Jacob Harden1 lot old lumber.25John Wingert1 duit.50John Careypart bbl. flour.195<	County, deceased, as made by Jeremiah Wingert, her Administrator.				
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John Wingert1 blanket1.05		•			
John wingert 1 blanket .25	John Wingert	1 blanket	.25		

A true and perfect list of the sales of the personal estate of Catherine [E.] Boose, late of Allegany County, deceased, as made by Jeremiah Wingert, her Administrator.

Frederick Betsall	1 blanket	.22
Frederick Bedsall	tick & bedspread	.15
John Wingert	1 bed quilt	3.20
John Sullivan	1 bedstead and bedding	26.25
John Wingert	1 small wood stove	3.13
Frederick Bedsall	1 small bedstead	.50
Jackson Logsdon	1 dinner table	1.50
George Clise	1 small looking glass	.30
Mike Hogan	1 clock	1.12
William Moyers	1 bureau	4.00
Isaac Laferty	1 glass tumbler & pitcher	.38
Jackson Logsdon	5 chairs	2.30
John Lowry	1 small work stand	.68
William Moyers	1 hair trunk	2.06
Isaac Laferty	1 cushion	.25
John Wingert	1 lot of carpeting	1.00
John Wingert	1 lot of carpeting	.43
John Kennedy	1 bed core	.26
John Wingert	1 old table	1.00
John Wingert	1 large dining table	6.88
John Wingert	1 looking glass	1.87
John Wingert	1 waiter	.18
Daniel Uhl	1 lot queens ware	1.37
Catherine Wingert	1 set & 1 odd plate	.70
Daniel Uhl	1 castor	.14
Isaac Laferty	1 lot spoon, knives and forks	1.03
Charles Scott	1 small plate and bowl	.16
E. W. Hall	1 tea pot & strainer	.76
John Wingert	25 yds. carpeting @ .50 per yard	12.50
John Wingert	6 chairs & 1 rocking chair	6.75
John Wingert	2 drapes	.15
John Wingert	4 window curtains @ .37 each	1.48
John Wingert	2 window blinds	.12
John Wingert	1 grate & pan	2.00
John Wingert	1 bedstead & bedding	16.25
John Wingert	1 [1 horse] carriage	38.00
George Clise	1 [Brown] cow and calf	20.20
Michael Hogan	1 [White-faced] brindle cow and calf	17.60
John Garey	1 [White] hog	2.05
•		232.33

Amount of sale \$232.33

Jeremiah Wingert, Administrator of Catherine Boose, deceased. Filed 12th day of Oct. 1849.

Test: W. Rett Culley, Register Recorded in Liber K, folio 162 & 163.

The First Account of Jeremiah Wingert, Administrator of Catherine Boose, deceased.

These Accountants charges himself with the amount of the sales of the personal	
effects of said deceased, as returned October 12, 1849.	\$232.333/4
Also with the amount of the sale of the Negro property as returned this 5 th day of August,	
1850	780.00
With money received of Jeremiah Wingert, Note & interest	583.00
With money received of Jeremiah Wingert, Note & interest	60.40
With money received of Peter Wingert, Note & interest	364.181/4
With money received of John Black & Meshack Browning on Note dated Oct. 14, 1848	100.00
With money received of David Smith, Note & interest	120.00
With money received of John Wingert, Note & interest	35.33
With money received of A. Jackson Boose, Note & interest	26.88
With money received of John J. Edwards, Adm. J. Butler	31.22
With cash on hand at death of deceased	69.66
	\$2,403.01

	And craves allowance for the following disbursements, to wit	:	
1.	Paid Samuel P. Smith	\$12.00	
2.	Paid W. Rett Culley, Register	10.17	
3.	Paid Dr. Thomas A. Healey	48.21	
4.	Paid John Lawrence	14.50	
5.	Paid Peter Bare	1.00	
6.	Paid Henry Bruce, Clerk	1.50	
7.	Paid J. P. Knigbaum	2.00	
8.	Paid J. Devon	2.00	
9.	Paid William Weleen	1.25	
10.	Paid William Weleen	1.25	
11.	Paid Archibald Carey	1.00	
12.	Paid Thomas Perry	15.00	
13.	Paid John P. Knigbaum	2.00	
14.	Paid Joseph Uhe	1.25	
15.	Paid E. W. Hall	1.00	
16.	Paid Jeremiah Wingert	5.75	
17.	Paid Jeremiah Wingert	20.70	
18.	Paid Samuel C. Fechtig	20.18	
19.	Paid F. M. Cramlick, Assignee	23.75	
20.	Paid James Smith	21.00	
21.	Paid Lowndes & Clary	4.87	
22.	Paid Peter Startzman	6.50	
23.	Paid E. W. Hall, Esq.	.50	
	Administrator's 8 percent commission on \$2,403.01	192.24	
	Paid W. Rett Culley, Register	9.78	
		419.40	\$1,983.61

The First Account of Jeremiah Wingert, Administrator of Catherine Boose, Deceased, as filed and sworn by said Administrator this 26th day of August, 1850. Test. W. Rett Culley, Register.

Recorded in Administrator Account, Liber D, folio 2. Test. W. Rett Culley, Register.

Allegany County Courthouse, Cumberland, MD, Deed Book 7, p. 4, 4/13/1850.

At the request of Negroes Thomas, Charles & Harriet, this deed of manumission was recorded April 13th 1850.

Whereas Catherine Boose late of Allegany County in the State of Maryland, deceased. died intestate leaving sundry negro slaves named Charles, Thomas and Harriet, and which are mentioned in the inventory and appraisement of estate filed in the Orphan's Court of Allegany County; and whereas letters of administration duly issued on her personal estate out of the Orphan's Court of said Allegany County to Jeremiah Wingert; and whereas the following named persons are her heirs at law and entitled to a distributive share and part of her personal estate, viz; Jeremiah Wingert, John Wingert, Peter Wingert, Henry Wingert, Juliana wife of David Smith, Catherine Wingert and Jackson Boose; and whereas the said heirs at law and distributees have agreed and by these presents do agree that the said Jeremiah Wingert shall proceed to sell the said negro slaves until they respectively attain the age of twenty-eight years, at which it is the desire of all the parties that the said negro slaves shall be free. Now therefore these presents Witnesseth that the said Jeremiah Wingert, administrator of the said Catherine Boose, late of said Allegany County, deceased, John Wingert, Catherine Wingert and Jackson Boose of Allegany County in the State of Maryland, Peter Wingert and Henry Wingert of the State of Illinois, and David Smith and Juliana Smith, his wife, of the State of New York, for divers good causes and considerations them thereunto moving, have released from slavery, manumitted, liberated and set free, and by these presents do release from slavery, manumit, liberate & set free the said Negro slaves called Thomas, Charles and Harriet, and all other negro slaves belonging to the estate of the said Catherine Bosses, deceased, when they shall respectively arrive at the age of twenty eight years; and them the said Negro slaves they do hereby declare to be free and discharged of and from all manner of servitude to them or any persons claiming under them from and after the time that they shall severally and respectively attain the said age of twenty eight years. In Witness whereof the said Jeremiah Wingert, administrator of the said Catherine Boose, deceased, John Wingert, Catherine Wingert, Jackson Boose, Peter Wingert, Henry Wingert, David Smith and Juliana Smith, his wife, have hereunto subscribed their names and affixed their seals on this in the year of our Lord one thousand eight hundred and . dav of Jeremiah Wingert {Seal}

Signed, sealed and Delivered in presence of E. W. Hall, John C. Kennel Administrator of Catherine Boose, deceased.

John Wingert {Seal} Catherine E. Wingert {Seal} Peter Wingert {Seal} Henry Wingert {Seal} David Smith {Seal} Julia A. Smith {Seal} A. J. Boose {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered that on this 16th day of January in the year of our Lord one thousand eight hundred and fifty before the subscriber a Justice of the Peace of the State of Maryland in and for said Allegany County, personally appeared Jeremiah Wingert, administrator of Catherine Boose, late of said County, deceased, John Wingert, Catherine Wingert and Jackson Boose, and do

severally acknowledge deed of manumission or instrument of writing to be their respective act & deed for the purposes therein mentioned. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

E. W. Hall, J.P. John C. Kennell

State of Illinois, Peoria County, to wit:

Be it remembered that on this ninth day of February in the year one thousand eight hundred and fifty before the subscriber a Justice of the Peace of the State of Illinois in and for the County aforesaid, personally appeared Peter Wingert and Henry Wingert and severally acknowledge the foregoing deed of manumission or instrument of writing to be their respective act & deed. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

David R. Gregory, J.P.

State of Illinois, Peoria County, to wit:

I, Charles Kettelle, Clerk of the County Court in and for the County of Peoria in the State of Illinois, do hereby [certify] that David R. Gregory, gentleman, before whom the foregoing acknowledgement was made, and who has signed his name to the Certificate thereof, was at the time of the said acknowledgement and still is a Justice of the Peace of the State of Illinois in and for the said county duly commissioned and qualified.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of my office, this eleventh day of February Anno Domini 1850. Charles Kettelle, Clerk

By R. Hamlin, Deputy Clerk

State of New York, Chautauqua County, to wit:

Be it remembered that on this sixth day of March in the year one thousand eight hundred & fifty before the subscriber a Justice of the Peace of the State of New York in and for the said County personally appeared David Smith & Juliana Smith, his wife, & severally acknowledged the foregoing deed of manumission or instrument of writing to be their respective act & deed for the purposes therein mentioned. In witness thereof, I hereunto set my hand on the day and year aforesaid.

Darius Scofield, J.P.

State of New York, Chautauqua County Clerk's Office, SS:

I hereby certify that Darius Scofield, Esq., before whom the annexed proof or acknowledgement purports to have been taken, was at the date of the same a Justice of the Peace in and for the said County and duly authorized to take the same, and that I am well acquainted with his hand-writing and verily believe his signature to said certificate is genuine. And that said instrument is executed and acknowledged according to the laws of the State of New York. Witness my hand and official seal at Mayville this 6th day of March.

R. D. Green, Dept. Clerk

To the Honorable, the Orphans' Court of Allegany County:

The undersigned, Administrator of Catherine Boose, late of Allegany County, deceased, respectfully represents to your Honorable Court, that in pursuance of an Order of your said Court, passed the 15th day of April, last, he proceeded to offer the negro property of said deceased for sale, on Saturday last, 8th June, instant, but that in consequence of there being no bidders present, he was unable to effect a sale. Your petitioner therefore prays your Honorable body to rescind the order aforesaid and in lieu thereof grant him an Order to sell either at public or private, to the best advantage for all parties concerned. And as in duty bound will now pray.

Jeremiah Wingert Adm. of Catherine Boose, deceased

Filed June 10, 1850. Test: W. Rett Culley, Register

Recorded in Court Proceedings Liber R, folio 105. Test: W. Rett Culley, Register

A true and perfect list of the sales of the Negro property of Catherine Boose, late of Allegany County, deceased, as made by Jeremiah Wingert, Administrator under order of the Orphans' Court of Allegany County, to wit:

Date	Buyer	Property	Price
			Flice
Jun 22	John Wingert	Negro boy Thomas Jones, who will be 17 years old the 1 st day of	
		October, 1850, and who is sold until he arrives at the age of 28	
		years.	\$300.00
Jun 22	Joseph Canode	Negro boy Charles Jones, who will be 15 years old the 1 st day of	
		October, 1850, and who is also sold until he arrives to the age of	
		28 years.	\$300.00
Jun 22	John Wingert	Negro girl Harriet Ann Jones, who will be 13 years old the 1 st day	
		of July, 1850, and who is also sold until she arrives to the age of	
		28 years old.	\$180.00
			\$780.00

Filed this 3rd day of August, 1850.

Test: Rett Culley, Register. Filed in Inventories Liber K, folio 243.

The Second Account of Jeremiah Wingert, Administrator of Catherine Boose, deceased.

These Accountants charges himself with the balance due the Estate on settlement of	
his first Account with the Orphans' Court of Allegany County.	\$1983.61
With money received of John Black & M. Browning, Note & interest	163.65
With money received of J. P. Knigbaum	4.00
With money received of Thomas McCandless	6.00
	\$2157.26
And craves allowance for the following disbursements, to wit:	

And craves anowance for the following disoursements, to wit.				
1.	Paid T. M. McCandless	7.67		
2.	Paid Crawford & Hurlong	5.62		
3.	Paid L. Beall	20.59		
4.	Paid John Wingert	4.77		
	Administrator's 8 percent commission on \$173.65	13.89		
	Paid W. Rett Culley, Register	2.32		
		54.87	\$2102.39	

The Second Account of Jeremiah Wingert, Administrator of Catherine Boose, Deceased, as filed and sworn by said Administrator this 26th day of April, 1851. Test. W. Rett Culley, Register.

Recorded in Administrator Account, Liber D, folio 24. Test. W. Rett Culley, Register.

The Third Account of Jeremiah Wingert, Administrator of Catherine Boose, late of Allegany County, deceased.

These Accountants charges himself with the balance due the Estate	e on settlement of	
his second Account with the Orphans' Court of Allegany County.		\$2102.39
Also with 3 rd , 4 th & 5 th Division in Butler's Estate		7.29
Also with Notes of S. Beall		165.48
Also with sale of \$5 Canal Scrip		
And craves allowance for the following disbursem	ents, to wit:	
Administrator's 8 percent commission on \$174.12	13.92	
Paid W. Rett Culley, Register 6.75		
	20.67	\$2255.84
Dividend		

	Dividend	· · · · · · · · · · · · · · · · · · ·	
1.	To Peter Wingert	\$322.26-2/7	
2.	To Henry Wingert	\$322.26-2/7	
3.	To John Wingert	\$322.26-2/7	
4.	To Jeremiah Wingert	\$322.26-2/7	
5.	To Jackson Boose	\$322.26-2/7	
6.	To David Smith & Julia Ann, his wife	\$322.26-2/7	
7.	To Joseph Knode & Catherine, his wife	\$322.26-2/7	
			\$2255.84

Maryland, Allegany County, to wit: On this 8th day of July, 1851, came Jeremiah Wingert, Administrator of Catherine Boose, late of Allegany County, deceased, and made oath on the Holey Evangely of Almighty God, that the foregoing Account is just and true as it stands, stated and that he has paid, or secured to be paid, the several sums for which he here craves an allowance. Test: W. Rett Culley, Register

The Third Account of Jeremiah Wingert, Administrator of Catherine Boose, Deceased, as filed and sworn by said Administrator this 8th day of July, 1851. Test. W. Rett Culley, Register.

Recorded in Administrator Account, Liber D, folio 32. Test. W. R. Culley, Register.

A. Jackson Boose To Release Jeremiah Wingert, Administrator.

I, A. Jackson Boose, acknowledge to have, had and received of Jeremiah Wingert, Administrator of Catherine Boose, late of Allegany County and State of Maryland, deceased, \$322.26-2/7, in full of my distributive share of said estate, on settlement of said Administrator's third account exhibited and passed the Orphans' Court of said County, on the 8th day of July, 1851, - and I do hereby release, exonerate and acquit the said Jeremiah Wingert, his heirs, executors or administrators from all claim and demand whatsoever or any part touching said distributive share. In testimony, whereof I hereby set my hand and affix my seal this 8th day of July, 1851.

Witness Joseph I. Sargent

A. Jackson Boose {Seal}

State of Maryland, Allegany County, to wit: On the 8th day of July, 1851, came A. Jackson Boose, party to the foregoing Release before me, Register of Wills, of the County and State aforesaid, and acknowledged the same to be his act and deed according to the true intent and meaning thereof and the acts of Assembly in such case made and provided. Acknowledged before: E. W. Hall, J.P.

David Smith To Release Jeremiah Wingert, Administrator.

I, David Smith, acknowledge to have, had and received of Jeremiah Wingert, Administrator of Catherine Boose, late of Allegany County and State of Maryland, deceased, Three Hundred and twenty-two dollars and twenty-six and two-seventh cents, (\$322.26-2/7,) in full of my distributive share of said estate, in right of my wife Julia Ann, of said Estate, on settlement of said Administrator's third and final account exhibited and passed the Orphans' Court of said County, on the 8th day of July, 1851, - and I do hereby release, exonerate and acquit the said Jeremiah Wingert, his heirs, executors or administrators from all claim and demand whatsoever or any part touching said distributive share. In testimony, whereof I hereunto subscribe my name and affix my seal this 4th day of August, 1851.

David Smith {Seal}

State of Maryland, Allegany County, to wit: On the 4th day of August, 1851, came David Smith, party to the foregoing Release before me, Register of Wills, of the State and County aforesaid, and acknowledged the same to be his act and deed according to the true intent and meaning thereof and the acts of Assembly in such case made and provided. Acknowledged before: W. Rett Culley, Register.

John Wingert To Release Jeremiah Wingert, Administrator.

I, John Wingert, acknowledge to have, had and received of Jeremiah Wingert, Administrator of Catherine Boose, late of Allegany County and State of Maryland, deceased, Three Hundred and twenty-two dollars and twenty-six and two-seventh cents, in full of my distributive share of said estate, on settlement of said Administrator's third and final account exhibited and passed the Orphans' Court of said County, on the 8th day of July, 1851, - and I do hereby release, exonerate and acquit the said Jeremiah Wingert, his heirs, executors or administrators from all claim and demand whatsoever or any part touching said distributive share. In testimony, whereof I hereby set my hand and affix my seal this 22nd day of August, 1851.

John Wingert {Seal}

Witness W. Rett Culley

Maryland, Allegany County, to wit: On the 22nd day of August, 1851, came John Wingert, party to the foregoing Release before me, the subscriber, Register of Wills, of the State and County aforesaid, and acknowledged the same to be his act and deed according to the true intent and meaning thereof and the acts of Assembly in such case made and provided. Acknowledged before: W. Rett Culley, Register.

Henry Wingert To Release Jeremiah Wingert, Administrator.

I, Henry Wingert, of Tivoli, Peoria County, Illinois, acknowledge to have, had and received of Jeremiah Wingert, Administrator of Catherine Boose, late of Allegany County and State of Maryland, deceased, Three Hundred and twenty-two dollars and twenty-six and two-seventh cents, (\$322.26-2/7) in full of my distributive share of said estate, on settlement of said Administrator's third and final account exhibited and passed the Orphans' Court of said County, on the 8th day of July, 1851, - and I do hereby release, exonerate and acquit the said Jeremiah Wingert, his heirs, executors or administrators from all claim and demand whatsoever or any part touching said distributive share. In testimony, whereof I hereby set my hand and affix my seal this 9th day of October, 1851.

Henry Wingert {Seal}

Witness D. R. Gregory

State of Illinois, Peoria County, to wit: On the ninth day of October, 1851, came Henry Wingert, party to the foregoing Release before me, a Justice of the Peace for the State and County aforesaid, and acknowledged the same to be his act and deed according to the true intent and meaning thereof and the acts of Assembly in such case made and provided. Acknowledged before: David R. Gregory, J.P.

State of Illinois, Peoria County, sct: I, Charles Kettelle, Clerk of the County Court for said county, do hereby certify that David R. Gregory, Esq., whose name appears subscribed to the foregoing certificate, was, on the day of the date thereof, a Justice of the Peace in and for the county aforesaid, duly commissioned and qualified, as appears of record in my office, that, as such, full faith and credit are due to all his official acts; and that his signature as above is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court at Peoria this 14th day of October, 1851. Charles W. Kettelle, Clerk

Peter Wingert To Release Jeremiah Wingert, Administrator.

I, Peter Wingert, of Tivoli, Peoria County, Illinois, acknowledge to have, had and received of Jeremiah Wingert, Administrator of Catherine Boose, late of Allegany County and State of Maryland, deceased, Three Hundred and twenty-two dollars and twenty-six and two-seventh cents, (\$322.26-2/7) in full of my distributive share of said estate, on settlement of said Administrator's third and final account exhibited and passed the Orphans' Court of said County, on the 8th day of July, 1851, - and I do hereby release, exonerate and acquit the said Jeremiah Wingert, his heirs, executors or administrators from all claim and demand whatsoever or any part touching said distributive share. In testimony, whereof I hereby set my hand and affix my seal this 7th day of November, 1851.

Peter Wingert {Seal}

Witness D. R. Gregory

State of Illinois, Peoria County, to wit: On the 7th day of November, 1851, came Peter Wingert, party to the foregoing Release before me, a Justice of the Peace for the State and County aforesaid, and acknowledged the same to be his act and deed according to the true intent and meaning thereof and the acts of Assembly in such case made and provided. Acknowledged before: Thomas Bryant, J.P.

State of Illinois, Peoria County, sct: I, Charles Kettelle, Clerk of the County Court for said county, do hereby certify that Thomas Bryant, Esq., whose name appears subscribed to the foregoing certificate, was, on the day of the date thereof, an acting Justice of the Peace in and for the county aforesaid, duly commissioned and qualified, as appears of record in my office, that, as such, full faith and credit are due to all his official acts; and that his signature as above is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court at Peoria this 7th day of November, 1851. Charles W. Kettelle, Clerk

Joseph Knode and Catherine Knode To Release Jeremiah Wingert, Administrator.

We, Joseph Knode and Catherine Knode, acknowledge to have, had and received of Jeremiah Wingert, Administrator of Catherine Boose, late of Allegany County and State of Maryland, deceased, Three Hundred and twenty-two dollars and twenty-six and two-seventh cents, in full of our distributive share of said estate, on settlement of said Administrator's third account exhibited and passed the Orphans' Court of said County, on the 8th day of July, 1851, - and we do hereby release, exonerate and acquit the said Jeremiah Wingert, his heirs, executors or administrators from all claim and demand whatsoever or any part touching said distributive share. In testimony, whereof we hereunto subscribe our names and affix our seals this 9th day of March, 1852.

Joseph Knode {Seal} Catherine E. Knode {Seal}

Witness John C. Weis

State of Maryland, Allegany County, to wit: On the 9th day of March, 1852, came Joseph Knode and Catherine Knode, parties to the foregoing release before me, a Justice of the Peace for the State of Maryland in and for Allegany County, and acknowledged the same to be their act and deed according to the true intent and meaning thereof and the acts of Assembly in such case made and provided. Acknowledged before: John C. Weis, J.P.

State of Illinois, Peoria County, sct: I, Charles Kettelle, Clerk of the County Court for said county, do hereby certify that David R. Gregory, Esq., whose name appears subscribed to the foregoing certificate, was, on the day of the date thereof, a Justice of the Peace in and for the county aforesaid, duly commissioned and qualified, as appears of record in my office, that, as such, full faith and credit are due to all his official acts; and that his signature as above is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court at Peoria this 14th day of October, 1851. Charles W. Kettelle, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 11, page 638, 6/16/1854.

At the request of Andrew Jackson Boose the following mortgage was recorded June 16th, 1854.

Know all men by these presents that I, Phineas Morning Stryker of Mount Savage, Allegany County and State of Maryland for and in consideration of the sum of seventy five dollars current money to me in hand paid by Andrew Jackson Boose of Cumberland, Allegany County and State of Maryland on or before the sealing and delivery of these presents, the receipt whereof I the said Phineas M. Stryker do hereby acknowledge have granted bargained and sold and by these presents do grant bargain and sell unto the said Andrew Jackson Boose his executors, administrators and assigns all the goods household stuff implements and furniture hereinafter particularly mentioned and expressed, that is to say three beds and bedding, [illegible] three carpets, one barrow, two large looking glasses, [illegible] twelve cane bottom chairs, two rocking chairs, four children's chairs, one walnut table, one cherry table, one [illegible] or lot of queens ware, one parlor stove, one book rack and [illegible] oil painted portraits and frames, four engravings horses, 1 mantle ornament, one eight day clock, four candlesticks, one wash tub, kitchen furniture, one spade, two shovels, two hoes, one rake, one axe, one hatchet, five hammers, two chisels, one hand saw, one wood saw and buck, and two night stands. All and singular which goods and chattels are now remaining, standing and being in a certain tenement in Mount Savage, County and State aforesaid and now in the occupation of the said Phineas M. Stryker to have and to hold all and singular the said goods and household stuff and furniture and other the above premises above bargained and sold or mentioned or intended to be to the said Andrew J. Boose, his executors, administrators and assigns, forever and I the said Phineas Morning Stryker for myself, my heirs, my executors and administrators all and singular the said goods &c. unto the said Andrew Jackson Boose, his executors, administrators and assigns me the said Phineas M. Stryker my executors and administrators will against all and every other person and persons whatsoever shall and will warrant and forever defend by these presents of all and singular which said goods, &c. I the said Phineas M. Stryker have put the said Andrew J. Boose in full possession by delivering to him a glass in the name of all the goods, household stuff, furniture &c. above mentioned before the sealing and delivery of these presents. In Witness I have subscribed my name and affixed my seal this fifth day of June one thousand eight hundred and fifty four.

Phineas Morning Stryker {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and is hereby certified that on this fifth day of June in the year of our Lord one thousand eight hundred and fifty four the subscriber one of the Justices of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Phineas Morning Stryker, he being known to me to be the person who is named and described as professing to be part 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 I hereunto subscribe my name on the day and year aforesaid. Nathaniel Beynon, J.P.

State of Maryland, Allegany County, to wit:

On this 5th day of June in the year of our Lord 1854 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Andrew J. Boose mortgagee in the aforegoing mortgage or instrument of writing and made oath on the Holy

Evangely of Almighty God that the consideration set forth in the said mortgage is true and bona fide as therein set forth. In Testimony whereof I have set my name on the day and year first above written.

Allegany County Courthouse, Cumberland, MD, Deed Book 11, page 507, 10/16/1854.

At the request of R. S. McKaig & A. J. Boose this Mortgage recorded Oct. 16th, 1854.

This Indenture, made this twelfth day of October, 1854, between H. Wellman now in Allegany County & State of Md. of the first part & R. S. McKaig & A. J. Boose doing business under the firm & style of McKaig & Boose of the County & State aforesaid of the second part, whereas the said H. Wellman to party of the first part now stands indebted unto the said McKaig & Boose the parties of the second part, in the sum of Seventy Six dollars & forty eight cents with interest for which he has given his note dated Oct. 11th, 1854 at one day after date which note was given for goods, merchandize & produce purchased of the said McKaig & Boose prior to the date of said note & whereas the party of the first part is anxious & desirous to secure to the party of the second part the payment in full of the above recited note and interest now indenture Witnesseth that the said party of the first part in consideration of the premises and for & in consideration of the further sum of five dollars current money in hand paid by the said McKaig & Boose at and before the sealing & delivery of these presents the receipt whereof is hereby acknowledged has granted, bargained & sold & by these presents do grant, bargain and sell unto the said McKaig & Boose their heirs or assigns his four horses now attached to the Scow called "Wm. Beard" to wit three gray horses and one black horse being the only horses now owned by me with all their harness, fixtures, appurtenances thereunto belonging to have and to hold the above described horses & harness & fixtures unto the said McKaig & Boose their heirs or assigns forever, provided always and it is declared to be the true intent & meaning of these presents that if the said H. Wellman shall, will & truly pay or cause to be paid unto the said McKaig & Boose their heirs & assigns the said sum of Seventy Six dollars & forty eight cents with interest from the 11th Oct. 1854 in accordance with the provisions of his aforesaid note without failure, deductions or abatement whatsoever than & from thence forward this deed of Mortgage & every matter herein contained shall be null & void or otherwise to remain in full force and virtue in law. In Witness whereof the said H. Wellman has hereunto subscribed his name & affixed his seal on the day & year first written.

Signed, Sealed & delivered in Presence of Andrew Gonder

H. Wellman {Seal}

State of Maryland, Allegany County.

On this twelfth day of October 1854 before the subscriber a Justice of the Peace of the State of Maryland in & for Allegany county aforesaid personally appeared the above named H. Wellman who is personally known to me to be & professing to be the party grantor in the above deed of Mortgage named acknowledged the same to be his act and deed and at the same time & place also appeared before me R. S. McKaig & A. J. Boose the Mortgagees in the said Mortgage deed named above and made oath that the consideration set forth in the said Mortgage is true and bona fide as therein set forth. Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 12, page 743, 8/21/1855.

At the request of Michael Wiesel this mortgage & release was recorded August 21st, 1855.

This indenture made this 18th day of August in the year eighteen hundred and fifty-five between Hiram Wellman, Robert S. McKaig and Andrew J. Boose of Allegany County in the State of Maryland of the one part and Michael Wiesel of the County and State aforesaid of the other part. Whereas the said Hiram Wellman by his promissory note duly executed bearing even date with these presents and payable at ninety days after date stands bound unto the said Michael Wiesel in the sum of Sixty two dollars and eighty three cents as by the said promissory note will more fully appear. Now this indenture Witnesseth that the said Hiram Wellman in consideration of the said debt or sum of money owing to the said Michael Wiesel as aforesaid and for the better securing the payment thereof with interest to the said Michael Wiesel his executors, administrators or assigns according to the tenor and effect of the said promissory note and also in consideration of the further sum of five dollars current money to him the said Hiram Wellman by the said Michael Wiesel 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 Hiram Wellman hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Michael Wiesel his executors, administrators and assigns two gray horses and one black horse now attached to the Canal Boat called John J. Mann, all the furniture, harness and fixtures to the said horses and boat belonging. To have and to hold all and singular the above described horses, harness, furniture & fixtures unto the said Michael Wiesel, his executors, administrators and assigns to his and their use and behoof, provided always and it is declared to be the true intent and meaning of these presents that if the said Hiram Wellman do and shall well and truly pay or cause to be paid unto the said Michael Wiesel, his executors, administrators or assigns the said debt or sum of sixty two dollars and eighty three cents current money with legal interest for the same at maturity of the said promissory note then and in such case these presents and every matter and thing herein contained shall cease determine and be utterly null and void to all intents and purposes anything herein contained notwithstanding. And whence the said Hiram Wellman by his deeds of mortgage bearing date on the 12th day of October 1854 and recorded among the land records of the county aforesaid in Liber H. R. No. 11, folio 507 & did convey the said horses, harness and fixtures to the said Robert S. McKaig and Andrew J. Boose to secure the payment to them of the sum of seventy six dollars and forty eight cents as specified in said deed of mortgage and whereas the said debt or sum of seventy six dollars and forty eight cents have been fully liquidated and satisfied by the said Hiram Wellman to the said Robert S. McKaig and Andrew J. Boose at and before the sealing and execution of these presents, therefore this indenture further Witnesseth that the said Robert S. McKaig and Andrew J. Boose in furtherance of the premises and for the consideration of five dollars current money to them in hand paid by the said Hiram Wellman at and before the execution hereof and hereby release and discharge the said Hiram Wellman, his executors and administrators forever from the further payment of the said mortgage debt and the said Robert S. McKaig and Andrew J. Boose hereby declare the said mortgage to be satisfied and released and the same is no longer a lien or encumbrance on the said horses, harness and fixtures, but said mortgage deed is henceforth to be deemed as null and void. In testimony whereof the said Hiram Wellman, Robert S. McKaig and Andrew J. Boose have hereunto subscribed their names and affixed their seals on the day and year first above written.

Signed, sealed & delivered in presence of the first note and indenture on first page and furniture six and said on second page being first interlined. J. B. Widener H. Wellman {Seal} R. S. McKaig {Seal} A. J. Boose {Seal}

State of Maryland, Allegany County to wit:

Be it remembered and it is hereby certified that on this 18th day of August in the year eighteen hundred and fifty five before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Hiram Wellman, Robert S. McKaig and Andrew J. Boose they being known to me to be the persons who are named and described as and professing to be the parties to the foregoing deed or indenture and did acknowledge the said indenture or instrument of writing to be their respective act and deeds. And at the same time before me personally appeared Michael Wiesel the mortgagee therein named and made oath on the Holy Evangely of Almighty God that the consideration set forth in the said indenture is true and bona fide as therein set forth.

Acknowledged & sworn before

J. B. Widener.

Allegany County Courthouse, Cumberland, MD, Deed Book 15, page 108, 8/13/1856.

At the request of Andrew J. Boose this Bill of Sale was recorded August 13th, 1856.

I John L. Moyer, of Allegany County in the State of Maryland in consideration of the sum of one hundred and twelve dollars and eighty one cents paid me by Andrew J. Boose of the said County and State do hereby bargain and sell to the said Andrew J. Boose the following property, to wit: one gray horse and one brown mule.

Witness my hand and seal this sixth day of August eighteen hundred and fifty six. Witness J. B. Widener J. L. Moyer {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this sixth day of August eighteen hundred and fifty six, before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared John L. Moyer and acknowledged foregoing bill of sale to be his act, and at the same time before me personally appeared Andrew J. Boose and made oath in due form of law, that the consideration set forth in said bill of sale is true and bona fide at therein set forth. Acknowledged and sworn before J. B. Widener

Allegany County Courthouse, Cumberland, MD, Deed Book 15, page 351, 9/24/1856.

At the request of A. J. Boose this Bill of Sale was recorded Sept 24th, 1856.

I David A. Furlow, of Allegany County in the State of Maryland, in consideration of twenty-five dollars paid me by Andrew J. Boose, of said County and State do hereby bargain and sell to the said Andrew J. Boose the following property to wit: one Sorrel horse. Witness my hand & seal his Test. Andrew Gonder Davis A. X Furlow {Seal} mark

State of Maryland, Allegany County, to wit:

I hereby certify that on this twenty third day of September in the year eighteen hundred and fifty six before the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared David A. Furlow and acknowledged the foregoing Bill of Sale to be his act and at the same time before me personally appeared Andrew J. Boose and made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide as therein set forth.

Allegany County Courthouse, Cumberland, MD, Deed Book 15, page 595, 5/2/1857.

At the request of Horace Resley & others this Mortgage was recorded May 2nd, 1857.

This Mortgage made this thirteenth day of April in the year eighteen hundred and fifty seven by James Terrell of Allegany County in the State of Maryland. Witnesseth that whereas Horace Resley, Benjamin M. Blocher and Andrew J. Boose of said County and State have become sureties for the said James Terrell in and upon two several promissory notes drawn by the said James Terrell, Horace Resley, Benjamin M. Blocher and Andrew J. Boose in favor of William Dorbacker for the sum of two hundred and twenty five dollars each and bear date on or about the 20th day of April 1857 and are made payable at four and six months after date respectively; and with a view to secure, save harmless and keep indemnified the said Horace Resley, Benjamin M. Blocher and Andrew J. Boose from and against all loss or damage which they shall or may sustain by reason of the suretyship aforesaid he the said James Terrell doth execute these presents. Now therefore the said James Terrell in consideration of the premises and of the sum of one dollar doth hereby bargain and sell to the said Horace Resley, Benjamin M. Blocher and Andrew J. Boose the following property: two dun mules and one light bay mule. Provided, that if the said James Terrell shall pay off and discharge the said two several promissory notes at maturity, then this mortgage shall be void. And the said James Terrell covenants that he will pay the aforesaid money and that if default shall be made in the payment of the money aforesaid at the time or in the manner aforesaid then it shall be lawful for the said Horace Resley, Benjamin M. Blocher and Andrew J. Boose or of either of them to sell the said mortgaged premises at Cumberland by public auction for cash after giving ten days' notice of the time, place, manner and terms of sale by handbills set up at three of the most public places in Cumberland at least ten days prior to the day of sale, to pay the debt and charges incident to such sale or sales and the surplus if any over to the said James Terrell. Witness my hand and seal.

Test: J. B. Widener

James Terrell {Seal]

State of Maryland, Allegany County, to wit:

I hereby certify that on this 30th day of April in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared James Terrell and acknowledged the aforegoing mortgage to be his act.

J. B. Widener

State of Maryland, Allegany County, to wit:

On this thirtieth day of April in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace in and for said County personally appeared Horace Resley one of the mortgagees in the aforegoing mortgage and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth.

J. B. Widener

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 446, 11/14/1857.

At the request of A. J. Boose this Bill of Sale was recorded Nov. 14, 1857.

I John S. Dutrow, of Cumberland City, in Allegany County and State of Maryland, in consideration of one hundred and seventy four [dollars] paid me by Andrew J. Boose, of Cumberland City, and County and State aforesaid, do hereby bargain and sell to the said A. J. Boose, the following property namely: one black mare mule, called Colly, and one brown mare mule (called Peg). Witness my hand & seal this 14th day of November in the year of our Lord one thousand eight

hundred and fifty seven. Test. Andrew Gonder Wm. Gephardt

John S. Dutrow {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 14th day of November in the year of our Lord one thousand and eight hundred and fifty seven before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, [personally appeared] John S. Dutrow and acknowledged the foregoing Bill of Sale to be his act; and at the same time also appeared Andrew J. Boose and made oath on the Holy Evangely of Almighty God that the consideration as set forth in the foregoing Bill of Sale is bona fide and true as therein set forth.

In testimony whereof, I have subscribed my name.

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 455, 11/30/1857.

At the request of A. J. Boose this Bill of Sale was recorded Nov. 30, 1857.

I John L. Moyer, of Allegany County in the State of Maryland, in consideration of the sum of fifty dollars paid me by Andrew J. Boose, of said County and State, do hereby bargain and sell to the said Andrew J. Boose, the following property, to wit: one bay horse about fifteen years old.

Witness my hand & seal this seventeenth day of November eighteen hundred and fifty seven. Test. Andrew Gonder John L. Moyer {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this seventeenth day of November in the year eighteen hundred and fifty seven before me, the subscriber a Justice of the Peace in the State of Maryland, in and for the county aforesaid, personally appeared John L. Moyer and acknowledged the foregoing Bill of Sale to be his act; and at the same time before me also personally appeared Andrew J. Boose and made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide as therein set forth.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 97, 6/8/1858.

At the request of Andrew J. Boose this Mortgage was recorded June 8, 1858.

I Joseph Noose, of Allegany County, Maryland, being now indebted to Andrew J. Boose of same County and State in the sum of one hundred and eleven 8/100 dollars, with interest thereon, according to the tenor of three promissory notes bearing even date with this, in consideration thereof, do hereby bargain and sell to the said Andrew J. Boose, the following property, to wit: one black horse mule. Provided that if I, the said Joseph Noose shall pay to the said Andrew J. Boose, the sum of one hundred and eleven 8/100 dollars, with the interest thereon, on or before the 22nd day of August 1858, then these presents shall be void.

Witness my hand & seal this 22 nd day of May 1858.	his
Test. Andrew Gonder	Joseph X Noose {Seal}
	mark

State of Maryland, Allegany County, to wit:

I hereby certify that on this 22nd day of May in the year 1858 before the subscriber a Justice of the Peace for the said State, in and for the county aforesaid, personally appeared Joseph Noose and acknowledged the foregoing mortgage to be his act; and at the same time, before me also personally appeared Andrew J. Boose, the mortgagee named in the foregoing mortgage and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 418, 9/16/1858.

At the request of Andrew J. Boose this Mortgage was recorded Sept. 16th, 1858.

I Henry Dorgas, of Allegany County, in the State of Maryland, being now indebted to Andrew J. Boose of Allegany County, Maryland in the sum of two hundred and twenty dollars and ninety seven cents, with interest from the first day of September 1858, in consideration thereof, do hereby bargain and sell to the said Andrew J. Boose, the following property, to wit: one roan horse, two black mare mules, one dun colored horse mule, three bay horse mules, one bay mare mule, one mouse colored mule, two black horse mules. Also, my right, title and interest in the three boats called Ellen Bell, Sarah Ann and Bettie Maulsby, together with all the rigging on said boats, such as ropes, stoves and cabin furniture, belonging to said boats. Also, all the harness belonging to me now in use with the aforementioned stock. Provided that if I, the said Henry Dorgas shall pay to the said Andrew J. Boose, the sum of two hundred and twenty dollars and ninety seven cents, with the interest thereon, on or before the fourth day of October, in the year 1858, then these presents shall be void. And I hereby covenant that in default of payment, the said Andrew J. Boose may sell the same property herein mentioned, after giving ten days' notice of the same, by public handbills, and sell the same for cash, or credit, and first pay himself and all expenses, and the overplus, if any, pay the same to me. - In Witness whereof I have subscribed my name, and affixed my seal, on the fourth day of September, in the year of our Lord 1858.

Test. Andrew Gonder

Henry Dorgas {Seal}

State of Maryland, Allegany County, to wit:

On this 4th day of September in the year of our Lord 1858, before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared Henry Dorgas and acknowledged the foregoing mortgage to be his act. And at the same time, also appeared Andrew J. Boose and made oath on the Holy Evangely of Almighty God that the consideration set forth in the said mortgage is bona fide and true as therein set forth. In testimony whereof, I have subscribed my name. Andrew Gonder, J.P.

I hereby release the above mortgage. Witness my hand and seal this 5th day of April 1861. Test. H. Resley, Clerk A. J. Boose per J. J. McHenry, Deputy Clerk.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 696, 3/25/1859.

At the request of Andrew J. Boose this Mortgage was recorded March 25th, 1859.

This mortgage made this 16th day of March in the year 1859. James T. Merchant, now of Allegany County in the State of Maryland residing therein and engaged in the business of boating on the Chesapeake and Ohio Canal, to Andrew J. Boose of the said County. Witnesseth Whereas the said Boose in consideration of the covenant hereinafter contained on the part of the said Merchant to be observed and performed, and also in further consideration of the sum of five hundred dollars to be paid to the said Boose by the said Merchant, as follows, to wit: The sum of fifty dollars a trip for each of the first four trips made by the canal boat hereinafter named, between Cumberland and Alexandria of Georgetown, and the sum of thirty five dollars a trip for each trip thereafter made by the said canal boat between the points aforesaid, until the said sum of five hundred dollars with interest thereon from date, was fully paid to the said Boose, sold to the said Merchant the canal boat known and called the "Stephen Castleman" and whereas it was understood and agreed at the time of said sale that the payment of the said sum of five hundred dollars and the interest thereon in the instalments and in the manner hereinafter specified and also the performance of the covenant hereinafter contained on the part of the said Merchant, to be performed, was to be secured by a mortgage to be executed and acknowledged by the said Merchant. Now therefore, this mortgage Witnesseth that the said James Merchant, in consideration of the premises and of the sum of one dollar to him paid doth hereby bargain and sell to the said Andrew J. Boose, the following property, to wit: The Canal Boat known as and called the "Stephen Castleman" which said boat is now engaged and used in the transportation of coal on the line of the Chesapeake and Ohio Canal between Cumberland and Alexandria and Georgetown. And the said James T. Merchant for the consideration aforesaid covenants and agrees that he will run the aforesaid canal boat regularly during the boating season on the Chesapeake and Ohio Canal in the transportation of coal between Cumberland, Maryland and Alexandria in Virginia or Georgetown in the District of Columbia, with not less than two good horses or mules and with a crew of not less than three persons, one of whom shall be a sober and experienced steersman; and further that he will pay to the said Andrew J. Boose, the sum of fifty dollars a trip for each of the first four trips made by the said canal boat between the points aforesaid, and the sum of thirty five dollars a trip for each trip thereafter, to wit: after the first four trips aforesaid, made by the said boat between the points aforesaid, until the sum of five hundred dollars, with interest from date thereon, is fully paid by the said Merchant, to the said Boose, and further that he will not sell or dispose of the said canal boat without the permission and consent of the said Boose, until the whole purchase money therefor is paid as hereinafter expressed.

Provided, however, that if the said James T. Merchant shall in all respects comply with all and every of the covenants and agreements hereinbefore contained by him to be performed and observed, and shall fully pay and satisfy to the said Boose the said sum of five hundred dollars, in the instalments and in the manner hereinbefore specified, then this mortgage shall be void; but it is further understood and agreed that if the said Merchant shall fail in any respect to observe and perform any of the covenants and agreements hereinbefore contained and expressed to be performed, then the said Boose may take possession of the said canal boat, and sell it at public sale to the highest bidder, for cash or on such terms as he may think fit after giving twenty days notice of the time, place and terms of said sale, and after paying all costs and expenses incurred

by him in and about the sale, shall apply the net proceeds thereof to the payment of the money still due him by the said Merchant; and then the surplus, if any, to be paid over to the said Merchant.

Witness my hand and seal Attest: Andrew Gonder Jacob Brengle

James T. Merchant {Seal}

State of Maryland, Allegany County, to wit: I Hereby certify that on this 16th day of March in the year 1859 before me the subscriber a Justice of the Peace of the State aforesaid in and for the County aforesaid personally appeared James T. Merchant, and acknowledged the foregoing mortgage to be his act. Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: I Hereby certify that on this 24th day of March in the year 1859 before me the subscriber a Justice of the Peace of the State aforesaid in and for the County aforesaid personally appeared Andrew J. Boose, and made oath in due form of law that the consideration in the foregoing mortgage set forth is true and bona fide as therein set forth.

Andrew Gonder, J.P.

I hereby release the above mortgage. Witness my hand and seal this 5th day of April 1861. Witness: H. Resley, Clerk A. J. Boose

per J. J. McHenry, Deputy Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 506, 12/29/1859.

At the request of Boose & Blocher this Bill of Sale was recorded December 29th, 1859.

I Peter Kelley, of Allegany County & State of Maryland, in consideration of the sum of thirty four dollars & eighty four cents, in current money, paid me by Andrew J. Boose and twenty dollars, in current money paid me by Benjamin M. Blocher, both of Allegany County and State aforesaid, do grant, bargain and sell to the said A. J. Boose, and B. M. Blocher, the following property, to wit: one dark brown bald face horse, named Mike, about nine years old. and one sorrel mare mule, aged about 18 years.

Witness my hand & seal this twenty eighth day of Dec. in the year of our Lord one thousand eight hundred and fifty nine. Test. O. H. G. Stull Peter Kelley {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 28th day of December, 1859, before the subscriber a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Peter Kelley and acknowledged the foregoing Bill of Sale to be his act; and at the same time personally appeared Andrew J. Boose and Benjamin M. Blocher and made oath on the Holy Evangely of Almighty God, that the above consideration is true and bona fide as therein set forth.

O. H. G. Stull, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p. 91, 4/30/1860.

At the request of Andrew J. Boose, this Lease was recorded April 30th 1860.

This Lease, made this nineteenth day of May in the year of our Lord one thousand, eight hundred and fifty nine, between the Cumberland Basin Company incorporated by the General Assembly of the State of Maryland, and Andrew J. Boose. Witnesseth, that the said Cumberland Basin Company doth lease unto the said Andrew J. Boose his personal representatives or assigns all those two lots and parcels of ground lying and being on the west side of Wills Creek in the City of Cumberland in the County of Allegany and State of Maryland, known and distinguished on the plat of the town of Cumberland as lots numbered one hundred and thirty (130) and one hundred and thirty one (131) with the appurtenances, for the term of ninety nine years, beginning on the twelfth day of April in the year eighteen hundred and fifty nine and ending on the twelfth day of April in the year nineteen hundred and fifty eight, the said Andrew J. Boose paying therefor the sum of sixty five dollars on the twelfth day of April in each and every year, clear of all charges, taxes and assessments of every nature and kind whatsoever charged, levied or assessed on the property now leased or the rent issuing therefrom. Provided that in default of the payment of the rent or breach of any covenant herein contained the said Cumberland Basin Company may re-enter and provided also that if the said rent shall be in arrear in whole or in part at any time it shall be lawful for the lessor to distrain therefor. And the said Andrew J. Boose covenants to pay the aforesaid rent and all taxes, charges, levies and assessments which may be at any time during the said term, levied, charged or assessed upon the said leased property whensoever and as often as the same may become and be legally demandable, and also that he the said Andrew J. Boose his personal representatives or assigns shall and will within two years from the date of this lease, build, erect and construct upon the said leased property or upon some part thereof, a good and substantial brick building, or buildings, of the clear annual value of the rent aforesaid and shall and will continue and maintain the same in good condition and repair during the said term for which said property is hereby leased. And the said Cumberland Basin Company covenants that on payment by the said lessee of the rents and performance of the covenants herein provided to be paid and performed by the said lessee the said Cumberland Basin Company will warrant specially the property hereby leased and that at any time during the continuance of the said term upon payment to the said Cumberland Basin Company or its assigns of ten dollars as a fine thereof, the said Cumberland Basin Company will execute and deliver to the said Andrew J. Boose his personal representatives or assigns at their request a new lease of the said property for another term of ninety nine years to commence at the expiration of the present term, subject to the same rent and with the same covenants as are herein mentioned and contained (the covenant for building the said brick building or buildings only excepted) and so on during the succeeding term so that this lease may be renewable and renewed from time to time forever. And the said Cumberland Basin Company further covenants that on the payment, at any time, by the said Andrew J. Boose, his personal representatives or assigns of as well all rent that may then be in arrear as also of the sum of nine hundred and fifty dollars current money the said property shall be released from the payment of the rent aforesaid, by a deed sufficient for that purpose. And this lease further Witnesseth, that the said Cumberland Basin Company hath constituted and appointed and doth hereby constitute and appoint Charles B. Thurston of Allegany County in the State of Maryland its attorney with full power to appear for it and in its name and as its act and deed to

acknowledge this lease before any Court, Judge, Justice or any person or persons having lawful authority by the laws of the State of Maryland to take the said acknowledgement in order that the said lease may be recorded according to law. In witness whereof, the said Cumberland Basin Company hath caused these presents to be signed by its President and its common seal to be hereto affixed, attested by its secretary the day and year first above written.

{Seal} Attest – H. H. Carey, Secy. of the Cumberland Basin Co. Test: Andrew Gonder James Brown, Pres. of the Cumberland Basin Co. A. J. Boose {Seal}

State of Maryland, Allegany County, to wit: Be it remembered that on this thirtieth day of May in the year of our Lord one thousand, eight hundred and fifty nine before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Charles B. Thurston known to me to be the person named in the power of attorney contained in the aforegoing lease and by virtue of the said power of attorney contained in the said lease acknowledged the said lease for and in the name and as the act and deed of the above and therein named Cumberland Basin Company in order that the same may be recorded according to law. Andrew Gonder, J.P.

State of New York, New York City & County, Sct: I, Joseph C. Laurence a Commissioner of deed of the State of Maryland in and for the State of New York duly appointed and commissioned by the Governor of the State of Maryland to take acknowledgement and proof of deeds and other instruments of writing under seal to be used or recorded in said State of Maryland also a Notary Public of the State of New York duly commissioned and sworn dwelling in the City of New York, do hereby certify that on the day and date hereof, before me personally came James Brown, President and H. H. Carey, Secretary of the Cumberland Basin Company who are personally known to me to be the persons described in and who executed the foregoing instrument in their respective official capacities as aforesaid and severally acknowledged that they executed the same as the act and deed of the Cumberland Basin Company. Given under my hand and official seal this 19th day of May A.D. 1859 {Seal}

Commissioner for the State of Maryland in and for the State of New York and Notary Public for the State of New York

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 732, 12/17/1861.

At the request of A. J. Boose this Deed was recorded December 17th 1861.

This Deed, made this twenty eighth day of November in the year eighteen hundred and sixty one, by us John Everett and Armida E Everett, his wife, of Allegany County in the State of Maryland.

Witnesseth, that in consideration of the sum of two thousand, five hundred dollars, the said John Everett and Armida E Everett, his wife, do grant unto A. J. Boose of said County and State a certain tract of land situated in said Allegany County and known as "Clermont," which was granted to a certain James Tidball by the State of Maryland by patent bearing date on the 18th day of January 1816 and which was also conveyed to said John Everett by James H. Bevans. Trustee, by deed bearing date on the 23rd January 1856 and recorded in Liber H. R. No. 14, folios 432, &c., one of the land records of said Allegany County and contains four hundred and fifty one and ¹/₄ acres.

Witness our hands and seals. Test: John Boward John Everett {Seal} Armida E Everett {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty eighth day of November in the year eighteen hundred and sixty one, before the subscriber a Justice of the Peace of the State and County aforesaid, personally appeared John Everett and Armida E Everett, his wife, and did each acknowledge the foregoing deed to be their respective acts.

John Boward, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 757, 1/10/1862.

At the request of John Everett this Assignment was recorded January 10th 1862.

This Assignment of a lease, made this fourteenth day of December in the year eighteen hundred and sixty one, between Andrew J. Boose of Allegany County and State of Maryland, and John Everett of same County and State. Whereas, the Cumberland Basin Company, incorporated by the General Assembly of Maryland, on the nineteenth day of May in the year eighteen hundred and fifty nine, by a lease of that date, for the consideration therein mentioned, did grant, lease and to farm let unto said Andrew J. Boose, his executors, administrators and assigns; two lots and parcels of ground situated in the west side of Wills Creek in the City of Cumberland, in said County, and known and distinguished on the plat of said City of Cumberland as lots numbers one hundred and thirty (130) and one hundred and thirty one (131), for and during the term of ninety nine years beginning on the twelfth day of April eighteen hundred and fifty nine at the year rent of sixty five dollars, payable on the twelfth day of April in each and every year as will more fully and at large appear from said lease which is recorded in Liber H. R. No. 19, [folio 91] one of the Land Records of said County.

Witnesseth, that in consideration of the sum of Fifteen Hundred Dollars, I the said Andrew J. Boose, do grant, transfer and set over to the said John Everett, his executors, administrators and assigns the foregoing two lots of ground, which were leased to said Andrew J. Boose, and all the estate, rights, title, interest, term of years, yet to come and unexpired. The said John Everett obligates himself to pay the annual rent, and all taxes, charges and assessments, that may be by law imposed upon the same; and also, to perform and carry into effect all covenants, provisos and agreements, which said Andrew J. Boose obligated himself to perform, in said lease, towards said Basin Company.

Test: J. M. Strong

A. J. Boose {Seal]

State of Maryland, Allegany County, to wit: I hereby certify that on this day of December in the year eighteen hundred and sixty one, before the subscriber, a Justice of the Peace, in and for the County and State aforesaid, personally appeared Andrew J. Boose, and acknowledged the foregoing assignment of Lease to be his act.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 43, 8/26/1863.

At the request of A. J. Boose. Daniel Saylor [and] Wm. R. McCulley this Deed was recorded Aug. 26th 1863.

This Deed, made this 24th day of August in the year eighteen hundred and sixty three by me, William Walsh, Trustee.

Witnesseth: Whereas by a decree of the Circuit Court for Allegany County as a Court of Equity passed on the 15th day of May 1863 in the case of Philip Bergman and M. McKearney vs. Catherine E. McCleary and others, being number 1429 on the Chancery Docket of said Court, I the said William Walsh was appointed Trustee to sell the real estate of David W. McCleary, deceased, decreed to be sold by said decree, and did sell the portion of it hereinafter described and conveyed, on the 9th of June 1863 at public sale to A. J. Boose, Daniel Saylor & William R. McCulley at and for the sum of thirteen hundred and ten dollars cash, which they have fully paid, and said sale has been reported and finally ratified by said Court by an order passed on the 19th day of August 1863.

Now therefore in consideration of the premises I, the said William Walsh as Trustee, do grant unto the said A. J. Boose, Daniel Saylor and William R. McCulley as tenants in common, all the right & title & interest of all the parties to the aforesaid cause except the widow of said D. W. McCleary whose right of dower remains unaffected by said sale, in and to the one undivided sixth part of all that lot or parcel of ground lying & being in the City of Cumberland in Allegany County, Maryland and known and distinguished on the plot of said City as lot number two hundred and thirty five be the same more or less, subject however, to the dower right of said widow of said David W. McCleary, deceased. Witness my hand and seal. Test: Andrew Gonder William Walsh, Trustee {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 24th day of August in the year eighteen hundred and sixty three before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared William Walsh, Trustee, and acknowledged the aforegoing deed to be his act.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 119, 6/25/1863.

At the request of A. J. Boose & Louis A. Miller this Bill of Sale was recorded June 25th, 1863.

I Samuel Drenner, of Washington County, in consideration of the sum of two hundred and fifty dollars, paid me by Andrew J. Boose and Louis A. Miller of Allegany County in the State of Maryland, do hereby bargain and sell to the said Andrew J. Boose, and Louis A. Miller, the following property: two bay mules between three and four years old.

Witness my hand & seal this 12th day of June in the year 1863. Test. Andrew Gonder

Samuel Drenner {Seal}

State of Maryland, Allegany County, to wit:

On this 15th day of June in the year of our Lord 1863 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, Samuel Drenner and acknowledged the above Bill of Sale to be his act. And at the same time also appeared before me Lewis A. Miller, one of the grantees named in the said above Bill of Sale and made oath in due form of law that the consideration set forth in the said Bill of Sale is true and bona fide as therein set forth.

In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 176, 9/11/1863.

At the request of Daniel Saylor and others this deed was recorded September 11th, 1863.

This deed, made this eleventh day of September in the year eighteen hundred and sixty three by me, John M. McClary of Allegany County & State of Maryland. Witnesseth, that in consideration of eleven hundred dollars cash paid to me, I the said John M. McCleary do grant unto Daniel Saylor, Andrew Boose and William R. McCulley of said county and state as tenants in common, in fee simple, the one undivided sixth part in and to all that lot, piece or parcel of land lying and being in the city of Cumberland in said county and state, which is known and distinguished on the plat of said town of Cumberland as lot number two hundred and thirty five, which is contained within the following metes and bounds, courses and distances, to wit: Beginning for the same at a stone number two hundred and thirty five standing on the West side of Liberty street and on the south side of Bedford street and running thence with Liberty street South thirty degrees East sixty six feet; then South seventy one and one half degrees West two hundred and sixty feet to the mill race; then up with it North one half degree West twenty two feet; North sixteen degrees East forty eight feet to the south side of Bedford street; then by a straight line to the beginning, being the same piece or parcel of land which was conveyed by John Snyder to Robert McCleary by deed bearing date the twenty second day of September eighteen hundred and fifteen and recorded in Liber H, folio 270, 271 & 272, one of the Land records of Allegany County and which said undivided sixth part thereof descended to said John M. McCleary of one of the children and heirs at law of the said Robert McCleary, now deceased, and the said John M. McCleary for himself and his heirs doth hereby covenant, promise and agree to and with the said Daniel Saylor, Andrew Boose and William R. McCulley, their heirs and assigns, that he the said John M. McCleary and his heirs, the said piece or parcel of land and premises hereby granted, bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging to them the said Daniel Saylor, Andrew Boose and William R. McCulley, their heirs and assigns against him the said John M. McCleary and his heirs against all and every other person or persons whatsoever shall and will forever warrant and defend. Witness my hand and seal.

Test: Andrew Gonder

John M. McCleary {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eleventh day of September in the year eighteen hundred and sixty three before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, aforesaid, personally appeared John M. McCleary and acknowledged the foregoing deed to be his act.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 137, 10/26/1864.

At the request of Kennedy N. Butler and Sarah E. W. Butler this Deed was recorded October 26th 1864.

This Deed, made this twenty fifth day of October in the year of our Lord one thousand, eight hundred and sixty four by us, William R. McCulley and Margaret M. McCulley, his wife, Andrew J. Boose and Catherine Boose, his wife, Anna Saylor, Andrew J. Walton and Maria W. Walton, his wife, and Andrew M. L. Bush, administrator of the estate of Daniel Saylor, late of Allegany County, deceased, all of the first part, and Kennedy N. Butler and Sarah E. W. Butler, his wife, of the second part; Whereas, the late Daniel Saylor, together with the other parties aforesaid of the first part, in the lifetime of the said Daniel, owned the real estate hereinafter mentioned, and he the said Daniel sold his interest therein being one ninth of the said premises, to said Kenney N. Butler, but died before making any conveyance of the same, and the Orphans' Court of said County, on a petition filed therein stating the same have passed on order on the twenty fifth day of October 1864 directing and authorizing said A. M. L. Bush, the Administrator of his estate, to convey the same to said Kennedy N. Butler, the purchaser thereof; and whereas, the said Kennedy now represents to said administrator that he purchased the said interest of one ninth from said Daniel for himself, and his said wife, Sarah E. W. Butler, though, he said Kennedy was only known as the purchaser at that time, and has requested said Administrator to convey the said interest, which has been fully paid for in cash at the sum of one thousand dollars, to them the said Sarah E. W. Butler and himself Kennedy N. Butler, which the said administrator consents to do.

Now therefore, this Deed Witnesseth, that we, the said William R. McCulley and Margaret M. McCulley, his wife, Andrew J. Boose and Catherine Boose, his wife, Anna Saylor widow of Daniel Saylor, deceased, Andrew J. Walton and Maria W. Walton, his wife, and Andrew M. L. Bush, Administrator of the estate of said Daniel Saylor, deceased, in consideration of nine thousand dollars do grant, bargain and sell in fee simple unto them the said Kennedy N. Butler and Sarah E. W. Butler, their heirs and assigns, as tenants in common, and not as joint tenants, all that lot of ground, lying and situate on Bedford, commonly called Baltimore street, in the City of Cumberland, County of Allegany and State of Maryland and known on the plat of said City, as lot number two hundred and thirty five (235), the real estate of the late Robert McCleary, beginning for the same at the South West corner of Liberty and Bedford streets, and running with Liberty street South thirty degrees East sixty six feet; then South seventy one and one half degrees West two hundred and sixty feet to the Mill race; then will the Mill race North one half degree West twenty two feet: then with the same North sixteen degrees East forty eight feet to said Bedford street; and then with said Bedford street Easterly to said beginning, at also being the same parcel of ground conveyed by one John Snyder to said Robert McCleary, deceased, by a deed bearing date September 22nd, 1815, recorded among the Land Records of said Allegany County in Liber H, folio 270, &c., on reference to which being had will more fully appear. Together with all and singular, the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining. And the said William R. McCulley for himself, his heirs, executors and administrators, and as to and concerning five undivided eighteenth parts of the said premises hereby sold, and conveyed, or so intended to be; and the said Andrew J. Boose for himself, his heirs, executors and administrators, and as to and concerning five other eighteenth parts of the same premises and the said Andrew J. Walton for himself, his heirs and

administrators, and as to and concerning three other undivided eighteenth parts of the same premises, and of the said Anna Saylor, for herself, her heirs, executors and administrators, and as to and concerning three other undivided eighteenth parts, and her dower, interest in two other undivided eighteenth parts of the same, the property of her late husband, Daniel Saylor, deceased, do separately, but not jointly, or the one for the other of them, covenants, promise and agree, to and with the said Kennedy N. Butler and Sarah E. W. Butler, their heirs and assigns, that the said premises, with their appurtenances, hereby sold and conveyed, or so intended to be, now are free, clear and discharged of and from all liens and incumbrances whatsoever (except the dower interest in three undivided eighteenth parts, remaining in Elizabeth McCleary, widow of the late David W. McCleary, deceased) done, suffered, made or permitted by them the said parties hereto of the first part, or by either or any them.

Witness our hands and seals Test: the word eighteenth on first page erased, and words "twenty fifth" interlined before execution

J. B. Widener

W. R. McCulley {Seal} Margaret M. McCulley {Seal} A. J. Boose {Seal} Catherine Boose {Seal} Anna Saylor {Seal} A. J. Walton {Seal} Maria Walton {Seal} A. M. L. Bush {Seal} Administrator of Daniel Saylor, deceased

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty fifth day of October in the year eighteen hundred and sixty four, before me the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared William R. McCulley and Margaret M. McCulley, his wife, Andrew J. Boose and Catherine Boose, his wife, Andrew J. Walton and Maria W. Walton, his wife, Anna Saylor and Andrew M. L. Bush, and did each acknowledge the foregoing deed to be their respective act and deed.

J. B. Widener

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 139, 10/27/1864.

At the request of William R. McCulley & Andrew J. Boose, this Deed was recorded October 27th 1864.

This Mortgage, made this twenty fifth day of October in the year of our Lord one thousand, eight hundred and sixty four by us Kennedy N. Butler and Sarah E. W. Butler. Whereas, we, the said Kennedy N. Butler and Sarah E. W. Butler, now stand indebted unto William R. McCulley and Andrew J. Boose in the sum of fifteen hundred dollars each, with interest thereon from the first day of October, 1864, for which we have given to each of them our joint and several bonds dated on the day last aforesaid and payable on the first day of May, 1865, the said two bonds, together amounting to three thousand dollars being the purchase money in part, for ten undivided eighteenth parts of the property hereinafter described, conveyed to us, by a deed bearing even date herewith, and made by them, the said William R. McCulley and Andrew J. Boose together with their wives, Anna Saylor, Andrew M. L. Bush administrator of Daniel Saylor, deceased, Andrew J. Walton and Maria W. Walton, his wife, conveying the whole, and whereas we the said Kennedy N. Butler and Sarah E. W. Butler, agreed to and with, said William R. McCulley and Andrew J. Boose to secure to each of them, payment of our bond so giving him as aforesaid, by a mortgage on and of said five undivided eighteenth parts of the same property, so granted by him, in and by the deed aforesaid, that is by a mortgage of the ten undivided eighteenth parts to both of them. Now Therefore, this mortgage, Witnesseth; that we the said Kennedy N. Butler and Sarah E. W. Butler, in consideration of three thousand dollars; fifteen hundred dollars of which, with interest thereon from October 1st, 1864, now due from us to said William R. McCulley and his assigns, and the other fifteen hundred dollars with interest as last aforesaid now due from us to the said Andrew J. Boose, and his assigns, do grant unto them, the said William R. McCulley and Andrew J. Boose, in fee simple, as tenants in common, then undivided eighteenth parts of all that parcel of ground, lying and situate in the City of Cumberland, County of Allegany and State of Maryland, known on the plat of said City, as lot number two hundred and thirty five and being the same property which was granted and conveyed to us, the said Kennedy N. Butler and Sarah E. W. Butler, by a deed bearing even date herewith, and made by said William R. McCulley and Margaret, his wife, Andrew J. Boose and Catherine, his wife, Andrew J. Walton and Maria, his wife, Anna Saylor and Andrew M. L. Bush, administrator of Daniel Saylor, deceased, or reference to which being had, will fully appear provided that if we the said Kennedy N. Butler and Sarah E. W. Butler, or either of us, shall pay on or before the first day of May, 1965, to the said William R. McCulley the sum of fifteen hundred dollars with interest from October 1st, 1864 and to said Andrew J. Boose the further sum of fifteen hundred dollars on or before said first day of May, 1865 with interest as last aforesaid, and for which said several sums, our said bonds were given as aforesaid then this mortgage shall be void. Witness our hands and seals.

Test

J. B. Widener

Kennedy N. Butler {Seal} Sarah E. W. Butler {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty fifth day of October in the year of our Lord one thousand, eight hundred and sixty four before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid personally appeared Kennedy N. Butler and Sarah E. W. Butler, his wife, and did each

acknowledge the aforegoing deed to be their respective act and deed. And at the same time also appeared before me, Justice as aforesaid the Mortgagees named in the foregoing deed of mortgage to wit: the said William R. McCulley and Andrew J. Boose, and did each of them severally make oath in due form law, that the consideration set forth in the said aforesaid deed of mortgage is true and bona fide as is therein set forth.

Acknowledged and sworn before: J. B. Widener, J.P.

I hereby release all my right & interest in the within mortgage, the note as carried by same having been paid and satisfied in full. Witness my hand and seal this 26 June 1867. Witness E. L. McCleary W. R. McCulley {Seal}

Whereas the bond mentioned in the aforegoing mortgage given by the said Butler and wife to A. J. Boose for the sum of fifteen hundred dollars was by said Boose in his lifetime assigned to John McCleary, and whereas we have certain knowledge that the said bond has been fully paid and discharged by said Butler in the lifetime of Boose & McCleary, with undersigned Executors of said Boose, and the said John McCleary do hereby release said Mortgage to the extent that the said securities and bond given to the said Boose. Witness our hand and seals this 19th Dec. 1867. Witness W. L. Read as to McCleary John McCleary {Seal}

Witness Solomon Noxell as to Hebb & Brengle

Hopewell Hebb {Seal} Jacob Brengle {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 401, 2/10/1865.

At the request of Andrew J. Boose, et. ux., this Deed was recorded February 10th, 1865.

This Deed, made this second day of February in the year of our Lord one thousand, eight hundred and sixty five, by Henry W. Hoffman and Rachel, his wife, George A. Hoffman and Rhoda Ann, his wife, and Mary Hoffman, widow of the late John G. Hoffman. Witnesseth, that in consideration of three thousand dollars we the said Henry W. Hoffman and Rachel, his wife, George A. Hoffman and Rhoda Ann, his wife, and Mary Hoffman do grant unto Andrew J. Boose and Catherine Boose, his wife, as tenants in common, in fee simple, all that lot or parcel of ground, lying, being and situate in the City of Cumberland, County of Allegany and State of Maryland, and known on the plat of said City as lot number two hundred and thirty nine "239" and being the lot of ground beginning at the intersection of the Mill Race in said City with the westerly side of Liberty street, below and South of Bedford, commonly called Baltimore street in said City; and running thence with said Mill Race to the private alley between the said lot and the adjoining lot on its Northerly side belonging to said parties grantor herein and now occupied by said George A. Hoffman and running thence with the Southerly side of said alley Easterly to said Liberty street; thence with Liberty street in a Southerly direction to the beginning, at said intersection of Liberty street with said Mill Race. Together with the right, title and privilege to use said private alley, so located and now being between this said lot and the adjoining one to said alley on its Northerly side so occupied by said George A. Hoffman only as an alley and in common only with the owners and proprietors or occupants of said lot so adjoining and occupied now as herein last aforesaid, and the said Henry W. Hoffman and George A. Hoffman do hereby covenant, promise and agree, to and with them the said Andrew J. Boose and Catherine Boose that the said Henry W. Hoffman and Rachel, his wife, George A. Hoffman and Rhoda Ann, his wife, and Mary Hoffman are now seized of the land hereby conveyed; and have the right to convey the same. And also, that the said parties grantor in and to this deed, aforesaid, have done no act jointly or severally, or by any of them to incumber said land and that they, and each and every of them will make and execute such further assurances of said land as may be required. Witness our hands and seals. Geo. A. Hoffman {Seal} Test; The words "only as an Rhoda Ann Hoffman {Seal} Alley and" being interlined before her execution and acknowledgement. Mary X Hoffman {Seal}

Andrew Gonder P. T. Wilson

mark Henry W. Hoffman {Seal} Rachel Hoffman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of February in the year of our Lord eighteen hundred and sixty five before me, the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid personally appeared George A. Hoffman and Rhoda Ann Hoffman, his wife, [and] Mary Hoffman and did each acknowledge the aforegoing deed to be their respective act and deed for the purposes therein mentioned. Acknowledged before: Andrew Gonder, J.P.

State of Maryland, Baltimore City, to wit: I hereby certify that on this fourth day of February in the year of our Lord eighteen hundred and sixty five before me the subscriber, a Justice of the

Peace of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Henry W. Hoffman and Rachel Hoffman, his wife, and did each acknowledge the aforegoing deed to be their respective act and deed.

Acknowledged before:

P. T. Wilson, J.P.

State of Maryland, Baltimore City, Sct: I hereby certify, that Peregrine T. Wilson, Esquire, before whom the annexed acknowledgements were made, and who has thereto subscribed his name was at the time of so doing a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn.

In testimony whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this fourth day of February A.D. 1865.

Alford Mace Clerk of the Superior Court of Baltimore City

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 734, 5/10/1865.

At the request of A. J. Boose the following Deed was recorded May 10th, 1865.

This Deed, made this 28th day of April in the year eighteen hundred and sixty five by us George A. Hoffman and Rhoda Ann Hoffman, his wife, Henry W. Hoffman and Rachel Hoffman, his wife, and Mary Hoffman. Witnesseth, that in consideration of fifteen hundred dollars, we the said George A. Hoffman and Rhoda Ann, his wife, Henry W. Hoffman and Rachel, his wife, and Mary Hoffman do grant unto A. J. Boose all that piece or parcel of land lying and being in Allegany County in the State of Maryland being part of two tracts of land, the one called "Pine Grove" and the other called "Late Discovery." Beginning for said part hereby sold at a tall pine marked with six notches standing in the given line of that part of the resurvey on "Hoffman's Delight" conveyed by Nathaniel Slicer to Jacob Neff and running thence North thirty seven degrees East ten perches to the 8th line of the Resurvey on "Hoffman's Delight;" thence with it South sixty two degrees East one perches to the end thereof to three small pines marked with six notches; thence with the given line of the tract of land called "Late Discovery" North thirty degrees East sixteen perches to a stone being the corner of that part of the tracts of land called "Pine Grove" and "Late Discovery" conveyed by David Hoffman, Senior, to Thomas Thistle; thence with the said Thistle line reversed North fifty five degrees West forty perches to the Bedford Road to a stone; thence with the said road South twenty three and one half degrees West twenty seven and one half perches to a stone marked "S. & H."; thence with a straight line to the beginning, containing six and one half acres and twenty eight perches, more or less (being the same piece or parcel of land which was sold and conveyed by George Hoffman & wife to John G. Hoffman, now deceased, by deed bearing date the 17th day of May 1841 and recorded in Liber A. B. No. B. B., folio 605, &c., one of the Land Records of said Allegany County and which said piece or parcel of land described to the said George A. Hoffman and Henry W. Hoffman as the only children and heirs at law of the said John G. Hoffman, deceased, in fee simple. Witness our hands and seals.

Attest to Geo. A. Hoffman and wife and Mary Hoffman J. M. Strong and as Henry W. Hoffman & wife P. T. Wilson George A. Hoffman {Seal} Rhoda A. Hoffman {Seal} Henry W. Hoffman {Seal} Rachel Hoffman {Seal} her Mary X Hoffman {Seal} mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 2nd day of May in the year eighteen hundred and sixty five before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared George A. Hoffman, and Rhoda Ann Hoffman, his wife, and Mary Hoffman and did each acknowledge the aforegoing deed to be their respective act. J. M. Strong, J.P.

State of Maryland, Baltimore City, to wit: I hereby certify that on this 28th day of April in the year eighteen hundred and sixty five before the subscriber a Justice of the Peace of the State of Maryland in and for Baltimore City, personally appeared Henry W. Hoffman and Rachel Hoffman, his wife, and did each acknowledge the aforegoing deed to be their respective act. P. T. Wilson, J.P.

State of Maryland, Baltimore City, Sct: I hereby certify that Peregrine T. Wilson, Esquire, before whom the annexed acknowledgements were made and who has thereto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn. In testimony whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this 29th day of April A.D. 1865.

Alford Mace Clerk of the Superior Court of Baltimore

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 736, 5/6/1865.

At the request of Andrew J. Boose this Mortgage was recorded May 6th, 1865.

This Indenture made this fifth day of May A.D. 1865 between Charles Stewart of Allegany County in the State of Maryland of the first part, and Andrew J. Boose of the same County and State of the second part. Whereas the said Boose has this day sold to the said Stewart the canal boat called "Muskingum" at and for the sum of twenty three hundred dollars, which the said Stewart is to pay unto the said Boose and his assigns in installments of fifty dollars and interest on the purchase money unpaid for each and every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, or any other port until the entire purchase money is paid, with interest from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale, that the said Charles Stewart shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, both day and night, with as much expedition and regularity as can reasonably be done with double teams, whenever required by the said Andrew J. Boose, or his assigns, and to receive the loads of said boat promptly at each trip with the coal of said Andrew J. Boose or of such other person or Company as said Boose or his assigns may direct from trip to trip, or from time to time; and to freight the same at lowest rates which shall be paid by the Cumberland Coal and Iron, Borden Mining and American Coal Companies, or any two of them, for the shipment of coal over the Chesapeake and Ohio Canal from Cumberland to the cities and ports aforesaid; or other points on said Canal; and to keep the said boat in proper repair; all of which stipulations the said Charles Stewart hereby covenants and agrees with the said Andrew J. Boose and his assigns to fulfill and keep and perform. And whereas, the said Charles Stewart is desirous and willing to secure unto the said Andrew J. Boose and his assigns, the regular payment of each and every installment of said purchase money, and interest, and also the prompt and full performance of the promises, engagement and covenants aforesaid, which the said Boose has requested, the said Charles Stewart therefore makes and executes these presents. Now therefore this Indenture Witnesseth that the said Charles Stewart for and in consideration of these premises, hath granted, bargained and sold unto the said Andrew J. Boose and his assigns, the canal boat called "Muskingum" now on the Chesapeake and Ohio Canal in the County and State first aforesaid, with all her tackle, apparel and furniture. To have and to hold the same forever. Provided nevertheless, that if the said Charles Stewart shall well and truly pay unto the said Andrew J. Boose and his assigns the said sum first herein mentioned as the purchase money for said canal boat due to said Boose as aforesaid in the aforesaid instalments of fifty dollars and interest on the amount of purchase money unpaid upon each and every trip as aforesaid, until the whole purchase money with interest from the date hereof shall be fully paid and satisfied and shall well and truly do and perform all other the promises, engagements and covenants on his part to be kept, done and performed as set forth hereinbefore, or hereafter in this Mortgage or instrument, then the same shall become and be null and void, otherwise to be and remain in full force and virtue. And this Indenture Witnesseth that it is mutually understood and agreed by and between the parties hereto that in case of any default on the part of said Charles Stewart to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants, promises and undertakings named in this instrument to be kept, done and performed by the said Charles Stewart, then in any such event that shall first happen, the said Andrew J. Boose or his assigns is and are hereby authorized and fully empowered to

take immediate possession of said canal boat, tackle, apparel and furniture and after ten days notice thereof, in some one newspaper published in the City of Cumberland, of the time, place, manner and terms of sale, to sell said boat at public sale as Mortgagee, to the highest bidder for cash or on credit or for part cash and remainder on credit, as said Boose or his assigns may deem most conducive to his and their interests; and out of the proceeds of sale to pay: first the expense of such publication and sale; secondly the balance of purchase money aforesaid with interest then unpaid to himself said Boose or his assigns; and the balance after remaining, if any there be, to the said Charles Stewart or his assigns. In Witness whereof the said Charles Stewart hath hereto subscribed his hand and seal the day and year first above written. Test: J. M. Strong

State of Maryland, Allegany County, to wit: I hereby certify that on this sixth day of May A.D. 1865 before me the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Charles Stewart and duly acknowledged the aforegoing instrument of writing to be his act and deed for the purposes therein mentioned and at the same time also appeared before me Justice as aforesaid, Andrew J. Boose the person named as grantee and mortgagee in the same aforegoing mortgage or instrument of writing and made oath in due form of law that the consideration set forth in the aforegoing mortgage or instrument is true and bona fide as therein set forth, acknowledged & sworn before.

J. M. Strong, J.P.

I hereby release the within Mortgage. Witness my hand and seal this 29th day of August 1871 Jacob Brengle {Seal} Executor of A. J. Boose, deceased. Mr. H. Resley, You will please mark this Mortgage fully satisfied on your record, and oblige. Jacob Brengle, Executor of A. J. Boose.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 743, 5/12/1865.

At the request of George T. Gephart, this Deed was recorded May 12th, 1865.

The Deed, made this eighth day of May in the year eighteen hundred and sixty five by us, A. J. Boose and Catherine Boose, his wife. Witnesseth, that [in] consideration of fifteen hundred dollars, we the said A. J. Boose and Catherine, his wife, do grant unto George T. Gephart all that piece or parcel of land lying and being in Allegany County in the State of Maryland being part of two tracts of land, the one called "Pine Groove" and the other called "Late Discovery," beginning for each part hereby sold at a tall pine marked with six notches standing in the given land of that part of the Resurvey on "Hoffman's Delight" conveyed by Nathaniel Slicer to Jacob Neff and running thence North thirty seven degrees East ten perches to the eighth line of "Resurvey on Hoffman's Delight;" thence with it South sixty two degrees East one perch to the end thereof to three small pines marked with six notches; thence with the given line of the tract of land called "Late Discovery" North thirty degrees East sixteen perches to a stone being the corner of that part of the tract of land called "Pine Grove" and "Late Discovery" conveyed by David Hoffman, Senior, to Thomas Thistle; thence with the said Thistle line reversed North fifty five degrees West forty perches to the Bedford Road to a stone; thence with the said Road South twenty three and one half degrees West twenty seven and one half perches to a stone marked "S. & H."; thence with a straight line to the beginning, containing six and one half acres and twenty eight perches, more or less, being the said piece or parcel of land which is as sold and conveyed by George A. Hoffman and Rhoda A., his wife, and Henry W. Hoffman and Rachel, his wife, and Mary Hoffman, widow of John G. Hoffman, late of Allegany County, deceased, to S. J. Boose by deed bearing date the 28th day of April eighteen hundred and sixty five and recorded in the Land Records of Allegany County, in fee simple. Witness our hands and seals. Test: Andrew Gonder A. J. Boose {Seal}

A. J. Boose {Seal} Catherine Boose {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 8th day of May eighteen hundred and sixty five, before the subscriber a Justice of the Peace of the State and County aforesaid, personally appeared A. J. Boose and Catherine Boose, his wife, and did each acknowledge the aforegoing Deed to be their respective act.

Andrew Gonder, J.P.

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 2, p. 658, recorded 4/28/1866.

At the request of Boose & Snyder the following Mortgage was recorded the 28th day of April 1866, to wit:

I, George W. Spates of Montgomery County, in the State of Maryland, being now indebted to Andrew J. Boose & John Snyder – parties trading under the name, firm and style of Snyder & Company – in the sum of sixteen hundred & seventy five dollars, with interest from the thirtieth day of November 1865, payable as hereinafter set forth in the proviso, and condition of this Mortgage, in consideration thereof, do hereby bargain and sell to the said Boose & Snyder – trading as aforesaid – the following property, being a canal boat or scow - called the "Col. Alfred Spates" with all her tackle, apparel and furniture – as the same boat was appareled and furnished on the 30th day of November 1865, when she was sold and delivered to said George W. Spates by them – the said Boose & Snyder, trading as aforesaid – for the sum of eighteen hundred and seventy five dollars, of which last sum two hundred dollars has been paid before the execution hereof, and the balance agreed to be secured as herein done or intended to be, payable as hereinafter stated. To hold to the said Boose & Snyder – parties trading as aforesaid – and their assigns forever.

And I, the said George W. Spates, do hereby covenant, promise & agree to and with the said Boose & Snyder and their assigns that I will pay them and their assigns, the said sum of sixteen hundred and seventy five dollars with interest as aforesaid, in the sums, and at the times, and with interest as hereinafter stated. Provided, that if I, the said George W. Spates shall and do, run, navigate and use the said Canal scow aforesaid, exclusively on the Chesapeake & Ohio Canal, from & between Cumberland and Alexandria, regularly and properly, and continually, when the state of the canal will admit of the same; and shall & do, at my own cost and expense, keep the said scow in good repair & running order & condition; and do, and shall pay to the said Boose & Snyder – trading as aforesaid, & their assigns, one hundred dollars for each and every trip that shall be made with the said scow, from Cumberland to any point below it on said Canal, and in every other trip that shall be made with said scow, between any other two points, a permit of receipts & delivery of freight on said Canal; and shall, and do use the said Canal scow, in the most expeditious & profitable manner, on and upon said Canal; and in the event that the said sums of one hundred dollars, so to be paid for each and every trip, aforesaid, that shall be made with said scow, when loaded with freight from any one port to any other port on said Canal as aforesaid, shall not amount to a sufficient sum to pay fully the said sum of sixteen hundred and seventy five dollars with interest, as aforesaid, within two years from the 30th of November 1865, then, shall & will pay in this period last aforesaid, the whole of this last sum with interest, as aforesaid, or so much thereof as shall remain unpaid at the expiring thereof, then this mortgage to be, and become void; otherwise, and in case of failure or default to do & perform, pay & satisfy any or any part of any of the conditions and provisions or agreements, aforesaid, on my part to be kept, paid and performed, the said Boose & Snyder of their assigns or their attorney or agent, by them authorized and empowered in writing so to do, may and shall, and hereby are directed and authorized to sell the said canal scow, with all her apparel, tackle & furniture delivered to me on said 30th of November 1865, or which may be on her at the time of such failure or default, at public auction, to the highest bidder for cash, at any point, or village, town or city on said Canal that they fix and select; first however, giving ten days notice of the time, place, terms and

manner of sale in some one newspaper published in the City of Cumberland, once a week for two successive weeks before the day of sale; and out of the proceeds of sale, first, to pay all costs & expenses, incident to or arising out of the execution of this power of sale, and the said sale. Secondly, pay and fully satisfy all of the said sum of sixteen hundred and seventy five dollars, that shall at the time of said sale, remain, and be unpaid with the interest that shall then have accrued on the same; and the balance of proceeds, if any, to the said George W. Spates, or his assigns.

Test: Wm. Matthews,

Witness my hand and seal this 16th day of April 1866, George W. Spates {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify that on this 16th day of April A.D. 1866, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County, aforesaid, personally appeared George W. Spates, and acknowledged the aforegoing deed or mortgage to be his act and deed.

Wm. Matthews, J.P.

State of Maryland, Montgomery County, Sct: I hereby certify that William Matthews, Esquire, before whom the aforegoing acknowledgement appears to have been made, and whose name is thereto subscribed, was, at the time thereof, a Justice of the Peace of the State of Maryland, in & for said County, duly commissioned and sworn. In testimony whereof, I have hereunto set my hand and affixed the seal of the Circuit Court for Montgomery County this 17th day of April 1866.

E. B. Prettyman, Clk. of the Circuit Court for Montgomery County.

State of Maryland, Allegany County, to wit: I hereby certify that on this 25th day of April A.D. 1866, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Andrew J. Boose, one of the Mortgagees named in the afore annexed Mortgage or deed of Mortgage, and made oath in due form of law, that the consideration set forth in the afore annexed deed of Mortgage, is true and bona fide as is therein set forth; and I do further certify that said Andrew J. Boose did affix United States Revenue Stamps to the value of two 10/100 dollars to & on the said deed of Mortgage in my presence, before making this affidavit, in addition to other similar stamps of same value thereon. Andrew Gonder, J.P.

State of Maryland, Allegany County, Sct: I hereby certify that Andrew Gonder, Esquire, before whom the annexed affidavit was made and whose genuine signature thereto appears, was, at the date thereof, a Justice of the Peace of, in and for the County & State aforesaid, duly authorized by law to administer oaths and take acknowledgements. In testimony whereof, I hereunto subscribe my name & affix the seal of the Circuit Court for Allegany County, this 25th day of April 1866. H. Resley, Clk. of Circuit Court for Allegany County.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, page 141, 7/26/1865.

At the request of A. J. Boose this Patent was recorded July 26th 1865.

The State of Maryland, to all persons to whom these presents shall come, Greetings, Know yea that whereas A. J. Boose of Allegany County on the eleventh day of November eighteen hundred and sixty three obtained out of the Lands Office of Maryland, a Special Warrant of Escheat to resurvey and effect a tract of land known as L. M. Deakin's tract, being part of a tract of land called "Hope," bounded 1st North by an old road, 2nd West by lands belonging to Paul Hoyes heirs, 3rd [South] by Chesapeake and Ohio Canal, 4th East by lands belonging to Mitchell Carroll and others lying in the County aforesaid, which had escheat ide to the State for want of the heirs who died seized thereof, intestate and without heirs, with liberty of correcting errors, of adding any contiguous vacancy and reducing the whole into one entire tract. In pursuance whereof it is certified that a resurvey was made of the said lands and a certificate thereof not made, when the same was found to contain the quantity of twelve hundred and thirty and thee eighths acres and called "Deer Range," there being no vacant land added and the said A. J. Boose, having fully compounded for the said land according to law, the State of Maryland doth therefore hereby grant unto himself the said A. J. Boose the said lands resurveyed as aforesaid and called "Deer Range" lying in Allegany County aforesaid. Beginning, for the outline thereof at the original beginning of said tract of land called "Hope" it being at an ancient bounded pine tree, the stump of which now remains, and running thence with the original by a variation of two degrees to the right five lined South eighty four degree West fifty three perches to a pine standing at the end of the seventh line of a tract of land called "Jacob's Ladder" and with the lines thereof South fifty one degrees West eighty eight perches to a red oak; South eighty two degrees West one hundred and seventy eight perches; then leaving the lines of "Jacob's Ladder" South one half of one degree East seventy four perches to two pines as in the original, only one of which is now standing; South thirty seven degrees West seventy perches to a stake standing at the end of seventy perches on the fourteenth line of the whole tract called "Hope" and at the side of the old Road leading from Hancock to Cumberland; then crossing said whole tract of land called "Hope" South thirty seven degrees East four hundred perches to the end of the fifty eighth line of said whole tract of land called "Hope" and with the lines thereof by variations as aforesaid North seventy three degrees East thirty six perches; South fifty one degrees East five perches to the Potomac River and down by and with its meanders, South seventy degrees East six perches; North eighty one degrees East fifty perches; South seventy two degrees East two hundred and twenty eight perches to the end of the fourth line of a tract of land called "The Resurvey on Mitchell's Fancy" and reversing it, North eighty four degrees West fourteen perches; North fifteen degrees West fifty two perches; North two degrees East eight perches; South seventy one and one half degrees East fifty four perches to the beginning of said tract of land & still with it reversed and also with the lines of the original North twenty four and one half degrees East one hundred perches; North thirty five and there fourth degrees East fifty five perches; then North thirty seven degrees West five hundred and twelve perches to the beginning, containing twelve hundred and thirty and three eighths acres of land according to the Certificate of Resurvey thereof taken and recorded into the Land Office, bearing date the sixteenth day of June eighteen hundred and sixty four and there remaining. Together with all rights, profits, benefits and privileges thereunto belonging. To Have and To Hold the same unto him the said

A. J. Boose his heirs and assigns forever. Given under the Great Seal of the State of Maryland this twenty third day of June eighteen hundred and sixty five.

Land office of Maryland

I certify that the aforegoing patent is proper to be issued. In testimony whereof, I have hereunto set my hand and affixed the seal of the Land Office of Maryland this twenty third day of June eighteen hundred and sixty five.

William S. W. Seabrook Commissioner of the Land Office.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, page 713, 5/4/1866.

At the request of A. J. Boose the following Mortgage was recorded May 4th, 1866.

This Mortgage made this 2nd day of May in the year eighteen hundred and sixty six by me Frederick Kasekamp of Allegany County and State of Maryland. Witnesseth that in consideration of the sum of six hundred dollars now owing by me the said Frederick Kasekamp to A. J. Boose of the County and State aforesaid, I the said Kasekamp do grant unto the said A. J. Boose a certain tract of land, situated in the lower end of Allegany County, aforesaid, called "Clermont" containing four hundred and fifty one and one fourth acres, more or less, being the same land which was conveyed to said A. J. Boose by John Everett and wife, by deed bearing date on the 28th day of November in the year 1861, and recorded in Liber H. R. No. 19, folio 732, one of the land records of said county, and the same which was conveyed to me the said Kasekamp from said A. J. Boose & his wife by deed of conveyance bearing even date with these presents. Provided if I the said Frederick Kasekamp shall pay on or before the 2nd day of May in the year 1869 to the said A. J. Boose the said sum of six hundred dollars, with interest thereon from this date, then this mortgage shall be void. Witness my hand and seal. Test. Andrew Gonder Frederick Kasekamp {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 2nd day of May, in the year 1866, before me a Justice of the Peace in and for the County and State aforesaid, personally appeared Frederick Kasekamp and acknowledged the foregoing deed of Mortgage to be his act, and at the same time and place also appeared before me A. J. Boose, the mortgagee named therein and made oath in due form of law that the consideration set forth in said Mortgage is true and bone fide as therein stated.

Andrew Gonder, J.P.

I hereby release the following mortgage. Witness my hand and seal this 6th day of December 1869.

Jacob Brengle {Seal} Executor of A. J. Boose.

Allegany County Courthouse, Cumberland, MD, Deed Book 24, page 384, 5/12/1866.

At the request of F. Kasekamp this Deed was recorded May 12th 1866.

This Deed made this 2nd day of May in the year eighteen hundred and sixty six by us A. J. Boose and Catherine Boose, his wife, of Allegany County and State of Maryland. **Witnesseth**, that in consideration of the sum of three thousand, six hundred dollars the said A. J. Boose and Catherine Boose, his wife, do grant unto Frederick Kasekamp of the County and State Aforesaid a certain tract of land situated in said County and State known as "Clermont," containing four hundred, fifty one and one quarter acres, more or less, being the same land which was granted by the State of Maryland to James Tidball by patent bearing date on the 18th day of January in the year 1816. And the same which was conveyed by James H. Bevans, trustee, to John Everett by deed bearing date on the 23rd day of January in the year 1856 and recorded in Liber H. R. No. 14, folio 430, &c., one of the Land Records of said County and on the twenty eighth day of November in the year eighteen hundred and sixty one conveyed by John Everett and wife to said A. J. Boose by deed of that date and recorded in Liber H. R. No. 19, folio 732, one of the Land Records of said County. Witness our hand and seals. Test: Andrew Gonder A. J. Boose {Seal}

A. J. Boose {Seal} Catherine Boose {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 2nd day of May in the year eighteen hundred and sixty six before the subscriber a Justice of the Peace in and for the County and State aforesaid, personally appeared A. J. Boose and Catherine Boose, his wife, and did each acknowledge the foregoing deed to be their respective act.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 25, page 331, 3/7/1867.

At the request of Andrew J. Boose this Deed was recorded March 7th 1867.

THIS DEED made this fifth day of March in the year eighteen hundred and sixty seven by me William Phillips. Witnesseth: that in consideration of the condition hereinafter named and of two dollars, I the said William Phillips do grant, assign and transfer unto Andrew J. Boose, in fee simple, all my right, title and interest, of, in and to, all that leasehold property, which was devised to myself and said Boose, as partners, trading under the name, firm and style of "Phillips and Boose" in the Coal business by one Edward Mayer, trustee, of the "New Hope Mines" in Allegany County, Maryland, lying on, or near the railroad of "The Cumberland and Pennsylvania Railroad Company" and using the railroad of said last Company as a way to market for the carriage of all coal mined therefrom; said mines being also, the same with those formerly called or known as the "Allegany Mines" together with all rights, powers and privileges in said demise contained, which on reference to said lease from said Mayer to said Andrew J. Boose and myself, will more fully appear. And also, all the personal property, now belonging to said Phillips and Boose, consisting of in part nine horses, 500 feet of inch rope, 1,259 mine props, fish oil, 720 mine ties, 9,000 feet of oak, pine and dressed lumber, 15 tons of hay, 2 sets of blacksmith tools, 50 wedges, 260 other wedges, 50 cast iron shoes, 10 sets mine harness, 1 set wagon harness, 16 collars, 14 bridles, 25 gallons linseed oil, 1 truck, 2 sets of switch irons, 29 mine car wheels, 1 compass, 1 other set blacksmith tools and bellows, 58 mine picks, 1,800 feet pine plank, and all other mine, blacksmith, carpenter and other tools, cars, car wheels, wheelbarrows, shingles, plank, lumber, stable curry combs and other articles of every description belonging to, or being in, or about said mines or the said coal business of said Phillips and Boose, and an inventory of which is attached and annexed to this deed, with all other property of said Phillips and Boose, trading and carrying on said coal business as aforesaid; on condition, however, that the said Andrew J. Boose, his heirs, executors, administrators or assigns, shall fully pay and satisfy all liabilities of every kind whatever of these said William Phillips and Andrew J. Boose, trading under said name of Phillips and Boose in said coal business, at said mines under said lease, and debts and other liabilities incurred in, or arising out of the same; so as to indemnify and keep harmless the said William Phillips, his heirs, executors and administrators for, or on the same to the value of said property hereby mentioned and the said property hereby conveyed, or granted, or so intended to be, and all proceeds of same, or of any of the same, including also, all book accounts, notes and debts of every kind belonging to said firm to be exclusively applied to the payment of all debts and liabilities of the said firm by said Boose and his assigns and including in said last, all indebtedness of said firm due said Boose individually or which may hereafter become due to him; until the said debts and liabilities are fully paid, discharges and released; and the surplus after remaining, and after the payment of all just charges and expenses attendant thereon, shall be divided between them said Phillips and said Boose, equally, each of them to have and receive half of said surplus. And the said William Phillips hereby agrees and covenants, to and with said Boose, his heirs, executors and administrators, that in case said property hereby granted, or the proceeds of the sales thereof, and the debts and accounts due said firm, and all other [illegible] in the whole, shall prove insufficient to pay and discharge all [illegible] liabilities of the said Phillips and Boose incurred as aforesaid, in [illegible] of said coal business, or arising thereout, and of all expenses attendant [illegible] and on the settlement thereof, that he said Philips, his heirs, executors and

administrations, shall and will fully pay and discharge one half of all of the said debts and liabilities last aforesaid, whenever the same become due and payable and which remain unpaid and unsettled, (inclusive also of the indebtedness of said firm to said Boose himself) after the whole of the aforesaid property, or the proceeds of the sales thereof, shall have been devoted and expended to the payment and satisfaction of the debts and liabilities of said firm and the expenses attendant on the settlement thereof. And the said Phillips further agrees that in case said Boose should be unable from ill health or prevented by any other cause, from giving his personal attention and services to the settlement and payments hereinbefore mentioned; that then said Boose may by deed, power of Attorney, last will, or in any other legal recourse appoint and authorize some other person or persons to fully execute and perform the conditions and trusts, settlements and payments provided and created in and by these presents. And it is also mutually understood that the inventory hereto attached is not exactly correct, some of the articles therein mentioned having been worn out, used up, or disposed of, for and by said firm, in carrying out their business. The word "I" erased on first page and the words "to the value of said property herein mentioned" being interlined on second page before signing and sealing.

Witness my hand and seal.

Test Andrew Gonder

William Phillips {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth day of March A. D. 1867, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for the County and State aforesaid, personally appeared William Phillips and duly acknowledged the aforegoing deed to be his act and deed.

And at the same time also appeared before me, Justice aforesaid, Jacob Brengle and made oath in due form of law, that he is the agent of Andrew J. Boose, the grantee in and to the aforegoing deed, and said Brengle also made oath in due force of law, that the consideration set forth in the aforegoing deed is true and bona fide as therein set forth.

Andrew Gonder, J.P.

Inventory of the property of the "New Hope Mines" sold to Phillips and Boose, May				
100 old flat rails	\$2.00			
190 lbs. cast iron switches	7.60			
1,980 lbs. car wheels (new)	79.20			
500 feet 2-inch rope	125.00			
2 stoves, 2 desks, 3 chairs	43.00			
50 gallons Fish Oil	125.00			
72 gallons Lubricating Oil	64.80			
1 spicket	.50			
1 wheelbarrow	3.00			
3 axes, 2 hatchets, 1 auger, 1 adze	4.00			
2 hand saws	3.20			
2 clay picks	3.00			
Lamp wick	2.85			
20 lbs. cast shell drills	4.00			
30 lbs. iron bars	1.80			
208 picks, 52 sledges, 74 wedges and		\$468.95		
50 shovels	326.50			

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4 oil cans 2 buckets	1.00 1.50	
1,259 mine props @ 15 cts.	188.85	
241 mine ties @ 9 cts.	21.69	
482 mine ties @ 10 cts.	48.20	
Timbers for Handles	7.50	
33 Cap pieces @ 6 cts.	1.98	
1,900 feet pine lumber	47.50	
6,952 feet oak lumber	173.80	
100 feet dressed lumber	3.00	
1 wagon	118.00	\$939.52
1 cart	54.00	
$18\frac{1}{2}$ tons of hay @ \$13.00	240.50	
Carpenters tools	43.25	
2 sets blacksmith tools	150.00	
1 vice	10.00	
50 coal wedges	37.50	
cast steel	42.00	
11 mine picks	8.80	
3 sledges	3.75	
259 wedges @ 65 cts.	168.35	
800 lbs. iron @ \$10.00	80.00	
32 horse shoes	8.00	
4 jack screws	30.00	
150 lbs. tallow	21.00	***
50 cast iron shoes for Canal cars	75.00	\$972.15
2 spike tools	10.00	
1 bellows	8.00	
125 lbs. rivets	15.00	
Iron bolts	10.00	
Pedestal for Canal cars	4.50	
1 Drill machine	5.00	
3 Shovels	3.75	
3 Iron bars and 1 wrench	6.00	
4 prs. harness	6.00	
11 horses (only 9 horses now, March 5, 1867)10 Sets mine harness	1,505.00 80.00	
16 Collars	60.00	
14 Bridles	42.00	
1 Set Wagon harness	42.00	
1 Saddle	5.00	
7 Hay forks	7.00	\$1,815.25
2 Stable Forks	2.00	\$1,015.25
8 Hay Rakes	6.00	
2 Buckets	1.50	
2 Curry Combs	.75	
		I I

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2 Horse Cards	.50	
1 Half Bushel measure	.75	
1 Peck measure	.75	
1 Log chain	3.00	
1 Shovel	1.00	
1 Lantern	.75	
3 Cutting boxes	18.00	
1 Basket	.50	
1/2 Bushel salt	.75	
4 Kegs paint	8.00	
25 gallons linseed oil	38.75	
1 Set cart harness	5.00	\$88.00
New Mine		
63 Spiked ties	15.75	
1 Truck	40.00	
2 Sets switch irons	40.00	
2 Buckets	1.50	
29 Mine car wheels (26.00)	169.65	
2 Axels	8.25	
10 Rollers for mine cars	23.50	
8 Prs. Hinges for mine cars	40.00	
24 Side Plates	12.00	
6 Goose necks	6.00	
8 Corner plates	4.00	
5 Chains, 4 Rakes	4.00	\$364.65
9 Gate bolts \$9, 100 2-inch bolts \$12	21.00	
20 4-inch bolts, 1 small auger 50¢	2.90	
1 Foot Adze \$1.50, 1 Spirit level \$2.00	3.50	
1 Compass \$50.00, 1 Hand Saw \$2.50	52.50	
1 Axe \$1.25, 1 Hatchet \$1.00	2.50	
9 Iron Bars	5.80	
1 Bbl. Lubricating oil	16.00	
¹ / ₄ Bbl. lard	23.10	
3 Oil cans 90¢, ½ keg 4-inch spikes \$4.00	4.90	
1 Tin Bucket	1.00	\$132.95
2 Stoves \$15.00, 1 Desk & stools \$5.00	20.00	+
1 Table and 2 Chairs	5.00	
1 Set Blacksmith tools and bellows	75.00	
17 Shovels \$17.00, 4 Clay picks \$4.00	21.00	
58 Mine picks	43.50	
12 Sledges	15.00	
18 Wedges	13.50	
11 Pick & Sledge handles @ 10¢	1.10	
2 Drills \$2.50, 2 Wheelbarrows \$6.00	8.50	
308 Mine ties	27.72	\$230.32
198 Mine Props	29.70	Ψ <u>2</u> 50.52
170 11110 1 1015		1

237 Cap pieces	14.22	
37 Cross bars	5.55	
200 Feet Troughs	6.00	
900 Shingles	6.30	
700 Laths	3.50	
1,804 Pine Planks	45.10	
480 Pine Planks 2-inch	12.00	
285 Pine Planks 1 ¹ / ₂ -inch	7.12	
252 Pine Planks Stripping	6.30	
120 Pine Planks 3&5 Pine	2.30	
568 Oak Slabs	14.26	
3,848 Oak lumber	96.20	\$248.55
		\$5,260.34
80 prs. Loggings	4.80	
36 Bushels of oats @ 60¢	21.60	
Manifests and Books	55.00	
Bank and Freight Books	49.50	
2 Ladders	5.00	\$135.90
		\$5,396.24
Cash		3,873.68
		\$1,522.61

Allegany County Courthouse, Cumberland, MD, Deed Book 25, page 336, 2/25/1867.

At the request of Edward S. McCleary in trust for Catherine Boose, this Deed was recorded Feb. 25, 1867.

This Deed, made this twenty third day of February in the year of our Lord one thousand, eight hundred and sixty seven by Andrew J. Boose. Witnesseth: that in consideration of the love and affection for my wife, and the very great aid and assistance she has afforded me in my business as well as to my personal comfort. I do hereby grant unto Edward S. McCleary, Trustee, in trust for my wife Catherine Boose, in fee simple, for her sole, separate and exclusive use, benefit and behoof all my undivided half part of that lot of ground fronting on the Westerly side of Liberty street in the City of Cumberland, County of Allegany and State of Maryland, known as lot number two hundred and thirty nine (239) on the plat of said City on the East side of Wills Creek and being the same parcel of land which was granted and conveyed to my said wife and myself by Henry W. Hoffman and Rachel, his wife, George A. Hoffman and Rhoda Ann, his wife, and Mary Hoffman, by a deed bearing date February 2nd 1865 and recorded among the Land Records of said Allegany County in Liber H. R. No. 22, folio 401, &c., which on reference being thereto had will fully and large appear. And also, all the furniture of every kind now being in, before or about, or belonging to the dwelling house, erected on said lot of ground and now occupied by my said wife and myself, consisting of carpets, beds, bedsteads, bedding, houses and table linen, house and kitchen furniture, parlor and dining room furniture, hall and bedroom furniture, tables, chairs, bureaus, sofas, mirrors, stands, curtains and all other furniture of every description, in, or about or belonging to said premises.

To Have and To Hold the same premises and all the property, real and personal, hereby granted, or so intended to be, unto said Edward S. McCleary, in trust as aforesaid, for said Catherine Boose, in fee simple, and with full power and authority to herself, her heirs and assigns, to sell, lease and dispose of the same, and to collect and receive the rents, issues and profits thereof, forever, to her own separate use, benefit and behoof; and exclusive and from of any right, estate, interest or context of any husband she may ever have.

Witness my hand and seal.

Test: Andrew Gonder

A. J. Boose, {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and I hereby certify that on this twenty third day of February in the year eighteen hundred and sixty seven, before me the subscriber, a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared Andrew J. Boose, and acknowledged the aforegoing deed to be his act and deed. Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 25, page 337, 2/23/1867.

At the request of Jacob Brengle, trustee, this Deed was recorded February 23rd 1867.

This Deed, made this twenty second day of February in the year of our Lord eighteen hundred and sixty seven, by me John Snyder.

Witnesseth: that whereas I am now indebted unto Andrew J. Boose in the sum of five hundred and sixty dollars payable as hereinafter mentioned with interest from the date of these presents, the payment of which I have promised to secure, as is hereby intended.

Now Therefore, I the said John Snyder do grant unto Jacob Brengle, of the County of Allegany and State of Maryland, as Trustee, the following property being and situate in the City of Cumberland, County and State aforesaid, in, and upon and about my Boat yard near the Basin of the Chesapeake and Ohio Canal, adjoining the boat yard of James H. Korns, the same consisting of a frame office, one frame shop, all of the lumber, tools, ways, fixture and appurtenances whatsoever of every kind and description, in and on or about my said office, workshop and boat yard aforesaid, or belonging to, or used, or connected with the same, or any of them, which aforesaid property hereby sold and conveyed, formerly belonged to said Boose and myself as partners, and on dissolution of said partnership I purchased the interest of said Boose therein, and am at and before the execution of these presents, sole owner thereof.

To Have and To Hold unto said Jacob Brengle, as Trustee, in trust for the following purposes: that is to say, that in case the said John Snyder fully pays and satisfies to said Andrew J. Boose, or his assigns, within ninety days from this date one half of said sum of five hundred and sixty dollars, with interest from the date hereof, and within six months from this date the other half of said sum of five hundred and sixty dollars with interest from this date; without any delay, or default in either or any part of either of said two payments so to be made then this deed and everything herein contained shall become null, void and of no effect; but in case the said John Snyder shall fail to pay any part of either of said payments, when the same shall have become due and payable, then the whole sum or sums of money, then remaining, (and this although the whole may not then have become due) unpaid, shall immediately by reason and on account of such default, become wholly due and payable, both principal and interest thereon to the date of such default and it shall be the duty of said Jacob Brengle, Trustee as aforesaid, and he is hereby fully authorized and empowered to sell the property aforesaid, or so much of the same as may be necessary, at public sale to the highest bidder for cash; first giving three weeks notice in some newspaper published in Cumberland, once in each of three weeks successively before the day of sale, of the time, place, manner and terms of sale and after such sale of said property, the said Trustee shall out of the proceeds of sale, first pay the expenses thereof, including usual commissions to himself as Trustee; Secondly said Trustee shall pay all of said sums of Five hundred and sixty dollars, with interest from date hereof, then remaining and being unpaid to said A. J. Boose, of his assigns, and the remainder of the proceeds, if any, and the property unsold, the Trustee is to pay and deliver over to said John Snyder.

And the said John Snyder hereby covenants and agrees to and with Andrew J. Boose, and his assigns, that he the said John Snyder, his heirs, executors or administrators, shall and will fully pay to said Andrew J. Boose, or his assigns, the said sum of five hundred and sixty dollars, with interest from the date hereof, in two equal sums at ninety days and six months as aforesaid. And it is understood between the parties hereto that until some default shall be made in the payment of some part of the sum of money, or interest to accrue thereon, as above agreed and provided to

be paid in two sums, at ninety days and in six months respectively, said Snyder is to retain possession and use of the property hereby granted, but on any default in the payment of any part of the principal or interest to accrue on it, the whole remaining unpaid is immediately to become wholly due and payable, and said Snyder shall forthwith deliver up to said Trustee all the aforesaid property, of said Trustee shall directly seize and take the same and proceed to execute his trust fully. Witness our hands and seals.

The words "in two equal sums at ninety days and six months as aforesaid" being first inscribe on this page, and also the word "Witnesseth" on first page.

Test: Andrew Gonder

John Snyder {Seal} Jacob Brengle, Trustee {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty second day of February in the year eighteen hundred and sixty seven, before me the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared John Snyder and duly acknowledged the aforegoing deed to be his act and deed. And at the same time also appeared before me, Justice as aforesaid, Andrew J. Boose, named in said deed, and made oath in due form of law, that the consideration set forth in the aforegoing deed is true and bona fide as therein set forth.

Andrew Gonder, J.P.

Last Will and Testament & the Codicil thereto of Andrew J. Boose, deceased, filed and proven by Hopewell Hebb & Lloyd Lowe, two of the subscribing witnesses to said Last Will & Testament and also by Lloyd Lowe, one of the subscribing [witnesses] to the codicil thereto and admitted to record this 19th day of March 1867.

Test: Geo. W. Hoover, Registrar.

In the name of God, Amen. I, Andrew J. Boose, of Allegany County, in the State of Maryland, being in weak health of body, but of sound and disposing mind, memory and understanding, considering the certainty of death, and the uncertainty of the time thereof, and being desirous to settle my worldly affairs, and thereby be, the better prepared, to leave this world, when it shall please God to call me hence, do therefore make and publish this, my last will and testament, in manner and form following, that is to say: First and principally, I commit my soul into the hand of Almighty God, and my body to the earth, to be decently buried at the discretion of my Executor, hereinafter named; after my debts and funeral charges are paid, I devise and bequeath, as follows:

I give and devise all my property, real and personal and mixed, wherever the same may be situate, and of whatever it may consist, and whenever I may have become, or may hereafter become possessed of, or entitled thereto to my dear wife Catherine Boose, for the term of her natural life, free from, and exclusive of all interest, right or control of any future husband she may have, to be held separate and apart, and enjoyed by her as a feme sole, whether hereafter married or single; and after her death to my beloved children Anna May Boose and Andrew J. Boose [Jr.], in fee simple, in equal shares or halves; and to the survivor of them in case the other of them dies under age, or unmarried and intestate.

And in case my beloved wife Catherine shall die before either of my said children shall arrive at the full age of twenty-one years, then I do appoint my friend John H. Young to act as trustee for my said children, or the survivor of them, until they, or said survivor arrive at the full age of twenty-one years; and in case either of my said children shall have arrived at full age at the death of my said wife, if both of my children shall then be living, I do appoint the oldest of them as trustee for the other of them, until the youngest shall arrive also at full age.

And, as I am authorized by the deed of William Phillips to me, bearing date March 5th, 1867, and conveying [to] me all his interest in the property of Phillips & Boose, for the purpose of settling up business of the firm, which is dissolved, and of which, I am the largest creditor, in case I am prevented from settling up and closing the business of said firm, to appoint by deed, or will, some other person to execute and attend to same; and as Jacob Brengle is better informed about its business and affairs, and to my knowledge in every way deserving of confidence; I hereby appoint said Jacob Brengle in my place and stead to take possession and control of all the property conveyed to me by said deed, and request and direct him to proceed to the full execution and settlement of all conditions and matters contained therein; requesting all judicial authorities to aid him in every way, and to require no security of him in the performance of the same.

And lastly, I do hereby constitute and appoint said Jacob Brengle, to be the sole executor of this, my last will and testament; revoking and annulling all former wills by me heretofore made, and confirming this, and none other, to be my last will and testament; am requesting the Orphan's Court of Allegany County to require no security or sureties from my said Executor, for the performance of his duties in and about this my will and estate of every kind hereby disposed of.

In testimony whereof, I hereto set my hand and seal on this fifth day of March in the year eighteen hundred and sixty seven. A. J. Boose {Seal}

Signed, sealed, published and declared by the above named Andrew J. Boose, as and for his last will and testament, in our presence, who, at his request, in his presence, and in presence of each other, have hereto set out hands as witnesses hereto.

John H. Young Hopewell Hebb Lloyd Lowe.

Whereas, I, Andrew J. Boose, am desirous to change one provision of my last will and testament, dated on the fifth day of March, A. D. 1867, I do hereby make this codicil thereto – Whereas, I have nominated and appointed Jacob Brengle, as the sole executor of my last will and testament, as therein will appear, and I am now desirous and anxious to join and write in said Executorship, with said Brengle, my friend, Hopewell Hebb whom I hereby desire and request, and do now nominate and appoint, to act with said Brengle as the Executors of this, my last will and testament and this my first codicil thereto.

In testimony whereof, I do hereto subscribe [my] name and affix my seal on this seventh day of March, eighteen hundred and sixty seven.

A. J. Boose

Signed, sealed, published and declared, by the above named testator, Andrew J. Boose, as and for his first codicil to this last will and testament, and as a part thereof, in our presence, who, at his request, in his presence, and in the presence of each other, have hereto set our hands as witnesses hereto. John H. Young

Lloyd Lowe.

County, deceased, to wit:			
No.	Item description	Value	
1	Canal Boat "Minnesota"	800.00	
1	Canal Boat "Bettie"	800.00	
1	Bay Horse "Billy"	120.00	
1	Dun Horse	50.00	
1	Iron Gray Colt (2 years old)	40.00	
2	Mules	240.00	
1	1-horned cow	30.00	
1	2-horned cow	35.00	
2	Shoats	8.00	
1	Dray	80.00	
1	1-horse Buggy	30.00	
1	Shed adjoining Street	6.00	
1	Shed adjoining Creek	10.00	
1	Shed adjoining Stable	1.00	
1	Hay press in good order	60.00	
3	Platform Scales	30.00	
2	Hay presses (damaged) (1 @ 5.00 & 1 @ 10.00)	15.00	
1	Set Dray harness	1.00	
50	lbs. baling wire @ 8.00	4.00	
1	Old scale	.50	
1	Lot old Lumber &c.	.50	
1	Hoisting rope	2.00	
1	Iron Safe "Farrell & Herring"	100.00	
1	Saddle & bridle	5.00	
1	Set Buggy harness	15.00	
1	Egg stone (upstairs)	7.00	
1	Desk	5.00	
2	Chairs (1 @ 1.00 & 1 rocking chair @ 1.00)	2.00	
1	Shotgun	1.00	
1	Bunk bed	1.00	
2	Window Curtains	.50	
1	Set block & fixtures	4.00	
1	Truck	2.00	
25	Sacks @ .10	2.50	
14	Sets boat harness @ 5.00	70.00	
9	Head halters	2.25	
5	Bridles	1.25	
1	Lot old canvass Tenting	25.00	
1	Lot Boat bedding	5.00	
1	Lot spreader sticks	10.00	
1	Lot old lumber, tarp &c.	2.00	
1	Iron Hoisting Machine	20.00	

An Inventory of all and singular the Goods and Chattels of Andrew J. Boose, late of Allegany County, deceased, to wit:

1	Ladder 0.25 & 1 Sliding beam @ 0.50	.75
2	Grain scoops	1.50
1	Lamp & hat rack	.50
		2646.25

No.	Item description	Value
2	1 Tea pot @ 1.00 & 1 sugar bowl @ .50	1.50
1	Doz. Castors @.08	.96
2	Doz. tumblers @ .96	1.92
41/4	Doz. Steak dishes @ 3.00	12.75
10	Doz. Steak dishes @ 0.25	2.50
17	Doz. Vegetable dishes @0.19	3.23
36	Doz. Vegetable dishes @ 0.15	5.40
15	Doz. Vegetable dishes $@ 0.12\frac{1}{2}$	1.87
1	Doz. "CW" plates	1.00
17	Butter plates @ 0.06	1.02
33/4	Doz. "CW" plates @ 1.00	3.75
6	Vegetables dishes @ 0.15	.90
5	Sets S. C. Teas @ 0.70	3.50
5	Glass Ethanol oil lamp (old) @ 0.40	2.00
8	Brittanie Ethanol oil lamps (old) @ 0.35	2.80
12	Brittanie Ethanol oil lamps, small @ 0.25	3.00
36	Glass Cone oil lamps @ 0.40	14.40
11	Tin Cone oil lamps @ 0.30	3.30
11	Tin Square Lanterns @ 0.75	8.25
5	Looking Glasses (Large) @ 0.70	3.50
11	Looking Glasses (Medium) @ 0.60	6.60
9	Looking Glasses (Small) @ 0.45	4.05
6	New Clocks @ 3.75	22.50
2	Doz. Vegetable dishes @ 3.75	7.50
22	Doz. Vegetable dishes @ 0.25	5.50
1	Doz. Steak plates @ 4.00	4.00
16	Doz. Steak plates, small @ 0.25	4.00
17	Sets Common Teas @ 0.40	6.80
5	Doz. "CW" plates @ 1.10	5.50
4	Doz. "CW" plates, small @ 0.80	3.20
3	Doz. "BE" plates @ 0.75	2.25
11/2	Doz. "CW" vegetable dishes @ 1.68	2.52
11/2	Doz. "CW" vegetable dishes @ 1.10	1.65
1	Doz. "CW" steak dishes, small	1.20
4	Steak dishes, small	.32
3	Large "BS" steak dishes @ 0.40	1.20
5	Pitchers @ 0.50	2.50
27	Bowls @ 0.07	1.89
11	Bowls @ 0.05	.55
4	Common tea pots @ 0.20	.80
1	Doz. Yellow soup bowl	6.00
4	Doz. small bowls @ 0.30	1.20

List of Goods on Inventory made by J. Brengle

8	Spittoons @ 0.18	1.44
2	Butter jars @ 0.30	.60
6	Tin Coffee pots @ 0.40	2.40
14	Tin Coffee pots @ 0.30	4.20
2	Tin oil cans @ 0.25	.50
3	Wash basins @ 0.35	1.05
2	Large yin pans @ 0.60	1.00
7	Medium tin pans @ 0.45	3.15
5	Small tin pans @ 0.20	1.00
4	Glass molasses cans @ 0.20	.80
41/2	Doz. Tin molasses cans	3.90
2	Doz. Tin sugar bowls	3.60
4	Lanterns, square @ 0.70	2.80
5	Lanterns, glass, round @ 0.80	4.00
7	Glass lanterns, small @ 0.50	3.50
77	Curry combs @ 0.16	12.32
1	Doz. Fire shovels	1.75
1	Doz. Horse cards	1.25
9	Doz. Shoe tacks $(a) 0.75$	6.75
54	Butcher knives @ 0.35	18.90
18	Doz. Tea spoons @ 0.30	5.40
141/2	Doz. Table spoons @ 0.50	7.25
1-10/12	Doz. Iron spoons @ 1.50	2.75
33	Sets Knives & forks $(a) 0.62^{1/2}$	20.46
5	Axes @ 1.25	6.25
3	Zink wash boards @ 0.25	.75
4	Wood wash boards @ 0.18	0.72
5	New barrel covers @ 0.25	1.25
2	Iron flesh forks @ 0.18	.36
5	Dusting pans @ 0.25	1.25
6	Tin Waiters @ 0.20	1.20
1	Tin spittoons	.25
25	Old lard oil lamps @ 0.10	2.50
34	Tea cans $(a) 0.12$	4.08
14	Scrub brushes (handles) @ 0.25	3.50
10	Scrub brushes (handles) @ 0.31	3.10
10	Shoe brushes @ 0.15	1.50
40	Small Scrubbers @ 0.12	4.80
3	Dusting Scrubbers @ 0.31	0.93
12	Horn Brushes @ 0.40	4.80
14	Horn brushes (common) @ 0.31	4.34
1	Lot Stone Blacking	2.00
1	Lot whiting	1.25
10	Bed Cords @ 0.35	3.50

4	Bed Cords @ 0.20	.80
211/2	Doz. Blacking (small) @ 0.45	9.67
101/2	Doz. $\frac{1}{4}$ lb. cans mustard (a) 0.62	6.51
2	Side Coffee Mills @ 0.25	.50
8	Coffee Mills @ 0.70	5.60
9	lbs. Cinnamon bark @ 0.70	6.30
1/2	Box clay pipes @ 1.65	.83
14	Bottles pepper sauce @ 0.18	2.52
34	Boxes condensed milk @ 0.31	10.54
31/4	lbs. Nutmeg @ 1.30	4.22
2	Boxes Fancy Soap @ 4.25	8.50
11/4	lbs. Maer @ 1.50	1.87
1	lb. Ground cloves	.42
70	Boxes Yeast powders @ 0.10	7.00
7	lbs. Damaged chocolate @ 0.20	1.40
24	Papers Geo. Cinnamon @ 0.05	1.20
41/2	Doz. Ess coffee	2.16
30	lbs. Castile soap @ 0.15	4.50
3	Boxes soap. 180 bars @ 0.10	18.00
361/2	lbs. Cart & Dry Toleass @ 0.21	9.62
60	lbs. Star candles @ 0.20	12.60
50	lbs. Tallow candles @ 0.16	8.00
21	lbs. Corn starch @ 0.10	2.10
1	Box Clothes pins	1.30
101	lbs. Ground pepper @ 0.30	30.30
111	Papers French coffee @ 0.16	17.76
30	lbs. Starch @ 0.08	2.40
60	lbs. Baking Soda @ 0.09	5.40
60	Paper coffee @ 0.12	7.20
10¼	lbs. allspice @ 0.30	3.08
2	Gross wicks, large @ 4.25	8.50
3	Gross wicks, medium @ 3.00	9.00
2	Gross wicks, small @ 2.25	4.50
6	Coal oil side lamps @ 0.75	4.50
20	Cakes Fancy soap @ 0.04	.80
7	Bottles Ink @ 0.05	.35
73/4	lbs. Twine @ 0.40	3.10
41/2	lbs. Lead @ 0.08	.36
191/2	lbs. Ground pepper @ 0.33	5.43
61/2	lbs. cloves @ 0.42	2.73
3	lbs. Indigo @ 1.40	4.20
12	Large Globes @ 0.10	1.20
16¾	lbs. Imp Tin @ 1.40	23.45
16	Halter chains @ 0.50	8.00
7	Glass Jars @ 0.30	2.10

8	Doz. small globes @ 0.60	4.80
7	Tea Boxes @ 0.50	3.50
5-2/12	Doz. 2 Hoop buckets @ 2.75	14.20
11/2	Doz. Horse buckets (damaged) @ 5.00	6.42
11/4	Doz. Water buckets @ 5.50	6.23
3	Small Tubs @ 0.25	.75
1	Doz. Shovels	7.50
7	Nest Baskets @ 2.25	15.75
20	Nested Spice Boxes @ 0.40	8.00
4	Nested Flour buckets @ 1.10	4.40
7	Boxes with handles @ 0.20	1.40
1	Doz. Milk Crocks @ 0.20	2.40
21/2	Ream Wrapping paper @ 0.85	2.12
4	Box Beans @ 1.50	6.00
83	Gal. Vinegar @ 0.25	20.75
110	Gal. Syrup @ 0.72	79.20
5	Gal. Bait Syrup @ 0.80	4.00
100	Spreader Sticks	25.00
4	Oil Cans	10.00
1	Oil pump	1.50
1	Bung Starter & Tap Borer	.75
1	Lot Measures	2.50
1	Lot Grain measures	1.50
11/2	Box Fine Salt @ 1.00	1.50
8	Axe Handles (a) 0.08	.64
70	lbs. Working Soda @ 0.04	2.80
20	lbs. Rice @ 0.09	1.80
62	lbs. Ground coffee @ 0.28	17.36
59	lbs. Tobacco @ 0.60	35.40
83	lbs. Coffee (a) $0.27\frac{1}{2}$	22.82
235	lbs. Sugar @ 0.10	23.50
2	Sets Counter Scales @ 1.50	3.00
1401/2	Bu. Oats @ 0.50	70.25
6673	lbs. Hay	67.19
1	Stove & fixtures in stove	50.00
2	Desks & Stove	8.00
75	lbs. Tow Line @ 0.22	16.50
133	lbs. Bow Lines @ 0.22	29.26
17	Sacks Fine Salt @ 3.10	52.70
		1233.49

We the undersigned appraisers do hereby certify that the aforegoing is a true and perfect inventory and valuation of all and singular the goods and chattels of Andrew J. Boose, deceased, so far as the same have come to our sight or knowledge, and as appraised by us according to the best of our skill and judgment, each of us having been first legally authorized and duly sworn as will be seen by the accompanying warrant. [Transcriber's Note: Said warrant not included.]

Given under our hands and seals this 25th day of March, 1867. Jesse Korns {Seal} A. Jackson Clark {Seal}

Amount of appraisement \$2646. 25 + \$1,233.49 = \$3,479.74.

An Inventory of all and singular the goods & chattels of Andrew J. Boose, deceased, filed and sworn to by Jacob Brengle & Hopewell Hebb, Executors of said deceased this 26th day of March, 1867. Test: Geo. W. Hoover, Register.

Allegany County Courthouse, Cumberland, MD, Deed Book 26, page 247, 6/7/1867.

At the request of Jacob Brengle this Deed was recorded June 7th 1867.

Whereas I, William Phillips, recently a partner in the late firm of Andrew J. Boose and myself trading under the name and firm of Phillip and Boose, did convey to my said partner in trust for our creditors of said firm all our joint partnership property for the payment of the partnership debts which trust said Boose accepted and agreed to devote all our said property to such end and if a surplus left to divide same with me and if any deficiency in the assets required for same, each of us were to pay one half thereof, the said Boose being himself individually the largest creditor of our said firm; and also in and by said deed I did authorize said Boose in case he was unable to attend to said trust or should from any cause fail to do so, to appoint and substitute another trustee to fulfill and execute said trust by deed, will or otherwise. And whereas said Boose died shortly after my said deed of trust to and with him and in and by, his will did appoint and substitute said Jacob Brengle as trustee to execute said trust and said Brengle having accepted same and filed his bond as trustee to the State of Maryland as required by law, and I am desirous to give every aid to the settlement of said trust; and am now the only surviving partners of said partnership, which was however dissolved at and before the execution of my said deed of trust to said Boose. Now, therefore, for the consideration aforesaid, I do hereby, also nominate, approve and appoint said Brengle as such trustee for the creditors of said late firm of Phillips and Boose, hereby granting and giving him all needful power and authority to carry out and execute said trusts in said deed specified and all the property therein for the purposes therein mentioned as fully and completely as if he had been the original grantee and trustee in said deed and as if the same had been legally given him by said Boose and myself, for the purposes therein stated. Witness my hand and seal this first day of June, eighteen hundred and sixty seven. Test Andrew Gonder William Phillips {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of June A.D. 1867, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William Phillips and acknowledged the aforegoing deed to be his act and deed. Andrew Gonder, J.P.

List of the Separate Debts due and owing to Andrew J. Boose, late of Allegany County, deceased, filed and sworn to by Jacob Brengle & Hopewell Hebb, Executors of said deceased, this 25th day of June, 1867. Test: Geo. W. Hoover, Register.

A. B. McCarty [Paid by Nov. 16, 1867]	\$30.50
Daniel Shives	6.79
John Greenfield [Paid by June 2, 1868]	3.75
C. J. Kriegbaum [Paid by Nov. 16, 1867]	7.50
Nicholas Burkhart	20.00
J. P. Roman [Paid by June 2, 1868]	5.00
Philip Clark (Judgment)	37.81
Doctor Read [Paid by June 2, 1868]	8.25
James McHugh	4.80
P. Kelley (Paid)	3.27
John Rhinehart	.60
Lieut. Soyer (Judgment)	18.81
William Walsh	4.22
Francis Barger	19.90
H. Wilkinson	3.52
Wilson Fields	9.50
John Byroads	21.88
William French	1.20
John Pitman [Paid by Aug. 25, 1869]	8.10
Mrs. Peter Smith [Paid by Jan. 1, 1869]	3.37
Geo. W. Price (Paid) [by Nov. 16, 1867]	6.89
Labaw Reilly	22.96
William Hall (Colored)	5.00
Harrison & Jenkins	63.52
C. C. Shnvis & Co.	4.22
John Lingo	33.01
Doc. Lundeberg	40.98
Martin Smith	21.60
John R. Luckett [Paid by Feb. 12, 1870]	11.62
Wm. Sammon [Paid by Nov. 16, 1867]	4.90
D. L. Bisele [Paid by Nov. 16, 1867]	15.50
Jacob Sigler [Paid by Nov. 16, 1867]	4.75
James T. Read	19.85
Charles Stewart	29.46
G. M. Reid, Jr.	2.26
Jackson Bowers [Paid by Nov. 16, 1867]	17.19
John Raurkan	33.14
Henry Heck	23.17
John W. Seaman	23.60
Lewis R. Wolf [Paid \$21.00 by Nov. 16, 1867 & \$15.87 by June 2, 1868]	36.87
Washington McMullen	10.25

W/11' M D 11 D 11 N 16 10671	12.00
William McDonald [Paid by Nov. 16, 1867]	12.90
Robert Montgomery	13.29
Andrew Goodman	14.73
W.R. Porter [Paid by Nov. 16, 1867]	34.44
Geo. W. Spates for use Ches. & Ohio Canal [Paid by Nov. 16, 1867]	13.03
Geo. A. Peuno	28.60
R. F. Carlisle	23.75
Andrew Gonder [Paid by June 2, 1868]	5.68
R. Read & Brother [Paid by June 2, 1868]	53.30
Lloyd Lowe [Paid by Nov. 16, 1867]	60.70
Frederick Kasekamp	36.30
Jacob Thrasher [Paid by Nov. 16, 1867]	29.62
Benj. P. Buchanan	11.50
Gustavous Reyes	3.33
Joseph Knode	3.47
S. T. Little	4.00
Jacob Brown	11.66
William Hext	99.68
Humbird & Long	2.70
R. T. Lauey	45.49
Samuel Heidelberger	144.28
Dr. John Everett	152.26
Lloyd Lowe [Paid by Nov. 16, 1867]	11.05
Thomas Sammon	3.87
H. B. Wolf	280.48
John M. Buchanan	67.13
John Wright	63.16
Charles Young & Son [Paid by Aug. 25, 1869]	18.70
Joseph Bohuerty, Jr.	27.00
Henry Niemen	69.78
Alex King	2.65
John S. Ahl & Co. [Paid by Nov. 16, 1867]	10.80
H. Resley	35.77
John Snyder	2.45
Thomas V. Hays	6.15
Peter Quigley [Paid by Aug. 25, 1869, with interest]	21.75
Daniel Duncan	33.82
J. W. Lynn	504.71
Thomas A. Healey	11.21
James Ferrell [Paid by Nov. 16, 1867]	1.40
R. M. Sprigg	54.75
J. T. Johnson	11.57
Ches. and O. Canal (paid)	10.00
Frederick Laing [Paid by Nov. 16, 1867]	17.60
Hopewell Hebb	39.44

C. W. Brengle	19.33
Dr. P. A. Healey [Paid by June 2, 1868]	14.04
J. & T. Coulehan	8.23
J. L. Miller [Paid by Nov. 16, 1867]	29.38
Michael Shea	5.48
R. S. Johnson	3.04
J. J. Bruce	1.35
H. T. Weld	6.89
George H. Brooks	165.00
Robert Read [Paid by June 2, 1868]	27.13
James Mathews	62.61
George H. Plant [Paid by Nov. 16, 1867]	185.00
Daniel Wineow	2.91
Lloyd Lowe & Co.	10.00
Labaw Reilly	13.75
Seth Buchanan	2.87
George W. McCulloh	40.12
C. F. Fight	26.46
John R. Luckett	25.99
Alfred Heibarger	24.79
Francis Knott	24.28
Henry Read [Paid by Nov. 16, 1867]	17.52
D. F. O'Brian [Paid by Nov. 16, 1867]	3.92
Charles Armstrong [Paid by Nov. 16, 1867]	10.62
J. F. Price [Paid by Nov. 16, 1867]	19.00
John M. Mullen	8.79
F. Kasekamp, by Note	147.88
Charles Stewart, by Note	33.75
George W. Price, by Note [Paid by Nov. 16, 1867]	29.75
John W. Gatrell, by Note	31.92
James Farrell, by Note	140.30
James Farrell and Co. (Note)	67.98
George Rossworm (Note)	50.00
Thomas V. Hays (Note)	90.79
John Rhinehart (Note)	13.45
Lloyd Lowe (due Bill)	93.75
Lewis Hettenhouser (Note)	45.44
Thomas Little (Note)	32.79
John M. Buchanan (due Bill)	47.03
John Wright (Note)	28.13
H. Shncliff (Judgment)	28.44
J. H. Gross	47.73
Frederick Kasekamp (Mortgage)	312.00
George W. Spates (Mortgage)	1275.00
Charles Stewart (Mortgage)	1101.00

John Snyder (Mortgage)		560.00
Washington McMullen		75.61
		\$7772.94
Due by parties who bought boats (no mortgage)		
Lewis Hettenhouser	\$1271.00	
A. J. Mills	1550.00	
George H. Brooks	890.00	
Dennis McMullen	1380.00	
Washington McMullen	1100.00	
J. W. Heck	1120.00	
Ceres	930.00	
George Rossworm	780.00	
John R. Luckett	930.00	
	\$9951.00	
It is impossible to say how much of the boat accounts can be collected.		
June 25 th , 1867.	Hopewell Hebb, Esq.	

Hopewell Hebb, Esq. Jacob Brengle

List of the desperate debts due and owing to Andrew J. Boose, late of Allegany County, deceased, filed and sworn to by Jacob Brengle & Hopewell Hebb this 25th day of June, 1867.

Daniel Blocher	\$7.80
James Hoblitzell (Frostburg)	5.01
Frederick & Helfinck	20.00
Ben. Shacbridge	3.44
John Hecbarger	6.10
Peter Snyder	11.10
John Horton	1.16
Thomas A. Keller	14.53
Rash Addler (Colored)	10.00
Thomas Jackson	21.80
Jacob Miller	3.90
Heung Roberson	3.67
Agnes M. Dounell	15.35
Thomas Goulden	1.90
R. B. Smith	11.03
Henry May	9.60
William M. Dounell	18.52
George Snyder	8.55
Whitfield Mallen	10.81
John Wolfe	10.06
David Steppey	5.00
Charles M Cordell	37.37
Henry Gay	3.25
Francis McCormack	15.50
John McCormack	2.90
John Swain	10.58
H. S. Carleton	25.28
William Brashears	2.00
Capt. Platt	24.10
Oliver Woods	8.36
Andrew Schilling	4.25
Christ. Woeoer	10.81
Bell & Mills	39.30
James Dixon	22.39
James Hager	21.36
L. M. Hull	6.90
Samuel Lynch	10.70
G. M. Hershner	14.33
W. H. McCoy	7.05
Miss Mollie Buty	12.70
John Smith	9.12
Gregory Wagner	10.00

John Chase2.4George Wyatt5.6Darby Monahan4.1John Linquest6.7John F. Quinn5.6Geo. Smith4.2James Baker17.8E. T. Keller1.7James Bauman4.7Thomas O'Neill1.3E. T. Williams25.1Rachel Maston24.0Joseph Magruder11.6Samuel Drenner3.0John A. Lowe2.1Jacob Weihebn12.9Jesse Hill2.3Leander Fight5.1Edward Saylor.6Hanson Grove3.6George Mallen.6J. R. Jones5.4Mrs. W. Ensminger3.0	$\begin{array}{c} 7 \\ 9 \\ 1 \\ 5 \\ 5 \\ 1 \\ 1 \\ 0 \\ 3 \\ 7 \\ 3 \\ 5 \\ 0 \\ 8 \\ 2 \\ 0 \\ 5 \\ 2 \\ 8 \\ 5 \\ \end{array}$
Darby Monahan4.1John Linquest6.7John F. Quinn5.6Geo. Smith4.2James Baker17.8E. T. Keller1.7James Bauman4.7Thomas O'Neill1.3E. T. Williams25.1Rachel Maston24.0Joseph Magruder11.6Samuel Drenner3.0John A. Lowe2.1Jacob Weihebn12.9Jesse Hill2.3Leander Fight5.1Edward Saylor.6Hanson Grove3.6George Mallen.6J. R. Jones5.4	$\begin{array}{c} 9 \\ 1 \\ 5 \\ 5 \\ 1 \\ 1 \\ 0 \\ 3 \\ 7 \\ 3 \\ 5 \\ 0 \\ 8 \\ 2 \\ 0 \\ 5 \\ 2 \\ 8 \\ 5 \\ 5 \\ 5 \\ 5 \\ 5 \\ 5 \\ 5 \\ 5 \\ 5$
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Geo. Smith4.2James Baker17.8E. T. Keller1.7James Bauman4.7Thomas O'Neill1.3E. T. Williams25.1Rachel Maston24.0Joseph Magruder11.6Samuel Drenner3.0John A. Lowe2.1Jacob Weihebn12.9Jesse Hill2.3Leander Fight5.1Edward Saylor.6Hanson Grove3.6George Mallen.6J. R. Jones5.4	5 1 1 0 3 7 3 5 0 8 2 0 5 2 8 5
James Baker17.8E. T. Keller1.7James Bauman4.7Thomas O'Neill1.3E. T. Williams25.1Rachel Maston24.0Joseph Magruder11.6Samuel Drenner3.0John A. Lowe2.1Jacob Weihebn12.9Jesse Hill2.3Leander Fight5.1Edward Saylor.6Hanson Grove3.6George Mallen.6J. R. Jones5.4	$ \begin{array}{c} 1\\ 1\\ 0\\ 3\\ 7\\ 3\\ 5\\ 0\\ 8\\ 2\\ 0\\ 5\\ 2\\ 8\\ 5\\ 5\\ 5\\ 6\\ 5\\ 6\\ 5\\ 6\\ 5\\ 6\\ 6\\ 6\\ 6\\ 6\\ 6\\ 6\\ 6\\ 6\\ 6\\ 6\\ 6\\ 6\\$
E. T. Keller1.7James Bauman4.7Thomas O'Neill1.3E. T. Williams25.1Rachel Maston24.0Joseph Magruder11.6Samuel Drenner3.0John A. Lowe2.1Jacob Weihebn12.9Jesse Hill2.3Leander Fight5.1Edward Saylor.6Hanson Grove3.6George Mallen.6J. R. Jones5.4	$ \begin{array}{r} 1 \\ 0 \\ 3 \\ 7 \\ 3 \\ 5 \\ 0 \\ 8 \\ 2 \\ 0 \\ 5 \\ 2 \\ 8 \\ 5 \\ $
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Thomas O'Neill1.3E. T. Williams25.1Rachel Maston24.0Joseph Magruder11.6Samuel Drenner3.0John A. Lowe2.1Jacob Weihebn12.9Jesse Hill2.3Leander Fight5.1Edward Saylor.6Hanson Grove3.6George Mallen.6J. R. Jones5.4	3 7 3 5 0 8 2 0 5 2 8 5
E. T. Williams25.1Rachel Maston24.0Joseph Magruder11.6Samuel Drenner3.0John A. Lowe2.1Jacob Weihebn12.9Jesse Hill2.3Leander Fight5.1Edward Saylor.6Hanson Grove3.6George Mallen.6J. R. Jones5.4	7 3 5 0 8 2 0 5 2 8 5 5
Rachel Maston24.0Joseph Magruder11.6Samuel Drenner3.0John A. Lowe2.1Jacob Weihebn12.9Jesse Hill2.3Leander Fight5.1Edward Saylor.6Hanson Grove3.6George Mallen.6J. R. Jones5.4	3 5 0 8 2 0 5 2 8 5
Joseph Magruder11.6Samuel Drenner3.0John A. Lowe2.1Jacob Weihebn12.9Jesse Hill2.3Leander Fight5.1Edward Saylor.6Hanson Grove3.6George Mallen.6J. R. Jones5.4	5 0 8 2 0 5 2 8 5
Samuel Drenner3.0John A. Lowe2.1Jacob Weihebn12.9Jesse Hill2.3Leander Fight5.1Edward Saylor.6Hanson Grove3.6George Mallen.6J. R. Jones5.4	0 8 2 0 5 2 8 5
Samuel Drenner3.0John A. Lowe2.1Jacob Weihebn12.9Jesse Hill2.3Leander Fight5.1Edward Saylor.6Hanson Grove3.6George Mallen.6J. R. Jones5.4	8 2 0 5 2 8 5
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Hanson Grove3.6George Mallen.6J. R. Jones5.4	5
J. R. Jones 5.4	
J. R. Jones 5.4	0
Mrs W Ensminger 3.0	
This the Elisininger 5.0	0
Pat. Mills 7.4	2
William Ernst 4.0	2
Peter Wolfe 22.7	7
Frederick Beskuer 6.4	1
Chas. Maston 28.7	4
J. McKnight 13.5	6
George C. Buckley 10.1	3
John Beard 6.6	0
Samuel Brotunackle 7.6	9
Thomas O'Donnell 4.8	6
William Hall 10.2	1
C. and W. Thomas 55.5	2
Robert Kimbell, jr. 5.8	6
Rev. Reynolds 10.5	4
Henry Apples 5.4	1
R. S. McKaig 78.7	
James Dixon 5.8	
William Wincher 45.6	
G. C. Perry 58.3	
John Oliver 11.2	
Randolph Sprigg 71.7	
	8

A. Bates (Colored)	8.60
Tolbert Butts	22.60
Henry Heck	4.80
Barney McQuade	8.95
H. J. McNamee	15.55
John H. Marton	21.26
Jackson Bowers	33.37
Greenburg Eigelberger	23.09
Lewis H. Soyster	50.77
Jesse Hill	25.61
James Hager (Note)	32.70
George Seaman (Note)	135.83
Samuel Drenner (Note)	200.00
Samuel Lynch (Note)	62.94
Jacob Long (Note)	12.48
Seth W. Buchanan (Note0	12.46
Joseph Bohuerty, jr. (Note)	70.56
Lewis H. Soyster (Note)	96.19
Stephen G. Keech (Note)	76.24
Joseph Kintley (Note)	50.10
William Mullen (Note)	30.00
Robert Kimbell, jr. (Note)	19.33
Total	\$2194.16
June 25 th , 1867 Hopew	ell Hebb, Esq
Jacob I	Brengle, Esq.

A list of the Sales of the Personal Property of A. J. Boose, deceased, filed & sworn to by Jacob
Brengle & H. Hebb, Executors of said deceased, this 25 th day of June 1867.
List - George W. Hoover, Register.

Article	Purchaser	- George W. Hoover, R Amount
Lot old rope	Joseph Ways	.35
1 cook stove	J. H. Gatrell	3.25
1 old barrel	Wm. Seaman	.90
1 bow lamp	Charles Stewart	2.40
1 bow lamp	D. O'Neal	.25
1 lot dishes &c.	Peter Wolf	.55
3 stools	D. McAvoy	.90
2 fall boards	G. Rossworm	.50
1 table	G. Rossworm	.10
1 P. scale	A. L. Miller	3.00
Lot of lumber	A. L. Miller	4.40
1 ladder	A. L. Miller	.30
Lot Canvass, No. 1	H. B. Wolf	8.25
Lot Canvass, No. 2	Lloyd Lowe	6.25
Lot Canvass, No. 3	J. Morrissey	1.25
Lot Canvass, No. 4	M. F. O'Neal	3.50
Lot Canvass, No. 5	Joseph Ways	3.00
Lot Canvass, No. 6	Peter Quigley	13.37
Lot Canvass, No. 7	R. Morrissey	1.00
Lot Canvass, No. 8	J. James	1.00
Lot Canvass, No. 9	J. Morrissey	2.00
Lot Canvass, No. 10	N. Bates	2.80
Lot Canvass, No. 11	D. O'Neal	1.50
Lot Canvass, No. 12	Peter Wolf	1.20
Lot Canvass, No. 13	Lloyd Lowe	12.00
Bedding, No. 1	R. Bull	1.90
Bedding, No. 2	G. Rosman	.70
Bedding No. 3	J. W. Reed	.35
Bedding No. 4	Peter Wolf	1.30
Lot Kettles & Pots	John Moose	.40
Lot Lamps, &c.	Joseph Ways	.40
Lot Harness	G. Rosman	1.30
Lot Jugs	John Gatrell	.10
Hoisting Machine	John Johnson	43.00
7 Halters	A. King	3.50
3 Blocks	A. L. Miller	2.75
3 Shovels	A. L. Miller	.75
27 Sacks	A. L. Miller	6.48
1 Trunk	A. L. Miller	1.40
1 Slide Board	A. L. Miller	.25
1 P. T. Scale	R. M. Sprigg	17.75
1 Egg Stone	J. F. Edwards	7.25
1 Rack	A. L. Miller	.85
1 Looking Glass	R. Morrissey	.50
Rocking Chair	N. Bates	1.40

4 Chairs	N. Bates	.75
1 Bed	J. W. Reed	4.75
2 W. Blinds	A. L. Miller	1.50
1 Shotgun	Edward Mulvaney	2.00
Plat. F. Scales	A. L. Miller	8.75
1 Spreaders	A. L. Miller	11.00
46 lbs. wire	A. L. Miller	2.30
1 P. F. Scale	A. L. Miller	16.00
H. Press, No. 1	A. L. Miller	36.00
H. Press, No. 2	J. D. Brady	15.75
H. Press, No. 3	Geo. Hughes	24.00
Lot F. Troughs	Edward Mulvaney	.75
1 Drag	Michael F. O'Neal	54.00
Drag Harness	Michael F. O'Neal	3.00
1 Saddle & bridle	J. J. Bruce	11.25
1 Buggy	Daniel Duncan	50.00
Buggy Harness	A. L. Miller	21.00
1 Pair Shoats	R. Montgomery	10.00
Back Shed	Michael O'Shea	2.25
Front Shed	A. L. Miller	13.00
Creek Shed	A. L. Miller	41.00
1 Cow	Joseph Dilley	24.50
1 Bay Horse	W. Kelley	160.00
1 Bay Colt	John Young	53.75
1 Halter	John Young	.50
1 Halter	C. W. Brengle	1.75
1 Dun Horse	J. McHugh	102.00
1 Halter	Wilhelm	.75
Black Mule	Geo. Elliott	143.00
Halter	John Young	1.30
Gray Mule	Geo. Elliott	170.00
Halter	Wilhelm	1.10
1 Cow	Mrs. Catherine Boose	35.00
		\$1,188.45
Stock of goods from Store, with in	terest from the 26 th day of March, 1867.	\$1,280.22

June 25th, 1867, Hopewell Hebb, Esq. Jacob Brengle.

To the Honorable, the Judges of the Orphans' Court for Allegany County.

This report shows that Jacob Brengle, one of the Executors of A. J. Boose, deceased, alleges that A. J. Boose in his lifetime, sold to him the stock of goods belonging to him, and directed him, the said Brengle, to have an inventory of the same made out, that after the said inventory was completed, but before the said sale was fully effected, the said Boose departed this life.

The inventory made out by the said Brengle, in the lifetime of the said Boose, amounted to the sum of \$1,280.22, which amount the said Brengle was to pay in two equal payments at six and twelve months, with interest.

The appraisement of the same goods made by the appraiser appointed by your Honorable Court amounts to the sum of \$1,233.49, which is \$56.73 less than the appraisement made by the said Brengle.

Under the order of your Honorable Court to sell the personal effects of the said deceased either at public or private sale. The undersigned Executors of the said Boose (deeming it for the interest of the said estate) sold the said stock of goods to the said Brengle for the highest amount being the amount of the inventory made by said Brengle. The said amount to be paid in two equal payments with interest from the 25th day of March, 1867, in six and twelve months.

June 25th, 1867.

Respectfully Submitted Hopewell Hebb, Esq. Jacob Brengle

An Additional List of the Sales of the Personal Property of Andrew J. Boose, late of Allegany County, deceased, to wit: Canal Boat Pennsylvania \$1,000.00

\$1,000.00 Hopewell Hebb, Executor Jacob Brengle, Executor. First Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, late of Allegany County, deceased.

These accountants charge themselves with the following amounts, to wit:

These accountants charge themselves with the following amounts, to wit:	
With cash in First National Bank of Cumberland at death of deceased	\$404.67
With amount of Sales of Personal Property as per return to the Orphans' Court of said	
County, June 25 th , 1867	1,188.45
With Proceeds of Sale of Stock of Store goods as per report to the Orphans' Court of said	
County, June 25 th , 1867	1,280.22
With interest on same from March 26 th , 1876 to Nov. 15tth, 1867	49.07
With money received of D. F. O'Brian	3.92
With money received of Charles Armstrong, Acct.	10.62
With money received of Frederick Laing	17.60
With money received of Jacob Thrasher	29.62
With money received of John S. Ahl & Co.	10.80
With money received of R. Montgomery	5.00
With money received of W. R. Porter	38.54
With money received of Jacob Sigler, Acct.	4.75
With money received of Jackson Bowers	17.19
With money received of A. B. McCarty	30.50
With money received of J. W. Seaman	5.00
With money received of William McDonald	12.90
With money received of George W. Price, Acct.	6.89
With money received of George W. Price, Note	29.75
With money received of R. Montgomery, Acct.	5.00
With money received of Henry Heck	10.00
With money received of J. F. Price	19.00
With money received of J. L. Miller	29.38
With money received of Charles Stewart	40.00
With money received of Henry Read, Acct.	17.52
With money received of C. J. Kriegbaum	7.50
With money received of D. L. Bisele	15.50
With money received of George H. Plant	185.00
With money received of Ches. & Ohio Canal Co.	10.00
With money received of G. W. Spates for Ches. & Ohio Canal Co.	13.03
With money received of Frederick Kasekamp	27.30
With money received of James Ferrell	1.40
With money received of Labaw Reilly, Judgt.	20.00
With money received of Lewis R. Wolfe	21.00
With money received of John Wright, Note	25.00
With money received of John McMullan	5.00
With money received of Trippage of Boat "Minnesota"	30.00
With money received of Trippage of Boat "Old Abe"	30.00
With money received of Trippage of Boat "Mary & Anna"	30.00
With money received of L. Lowe, Acct.	60.70
With money received of L. Lowe	10.00
With money received of L. Lowe	11.05
With money received of L. Lowe With money received of J. W. Seaman	5.00
With money received of J. W. Seaman With money received of Charles Stewart	30.00
With money received of John Wright, interest on Note	3.13
	3.13

With money received of J. H. Gatrell	10.00
With money received of Henry Heck	5.00
With money received of Daniel Shives	3.79
With money received of Wm. Sammon	4.90
With money received of J. R. Luckett, Acct. of Snyder & Co.	10.00
With money received of Trippage of Boat "Pennsylvania"	35.00
	\$3,875.69

First Account of Jacob Brengle and Hopewell Hebb, Esqs., of Andrew J. Boose, deceased, filed and sworn to by said Executors this 16th day of Nov. 1867. Test. G. W. Hoover, Register. Ratified Nov. 26th, 1867. Test: Elijah Fuller, Register.

[Transcriber's Note: There is a page missing based on the Second Account stating this balance was \$5,826.39.]

Second Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, late of Allegany County, deceased.

These accountants charge themselves with the following amounts, to wit:

These accountants charge themselves with the following amounts, to wit:	
With the balance due Estate upon settlement of their First Account in the Orphans' Court of	
Allegany County, on the 16 th day of November, 1867	\$5,826.39
With trippage of Boat "Pennsylvania"	25.00
With trippage of Boat "Minnesota"	25.00
With money received of Washington McMullen, Note & interest	79.93
With money received of Geo. W. Spates, on mortgage	400.00
With money received of Charles Stewart, on Acct.	10.00
With money received of Charles Stewart, on Note	10.00
With money received of Rich. M. Sprigg	12.75
With trippage of Boat "Pennsylvania"	25.00
With trippage of John R. Lucket, (3 trips)	90.00
With trippage of Geo. Rosman, (4 trips)	100.00
With money received of Benj. T. Buchanan, Acct	7.00
With money received of Thomas V. Hays, on Note	40.00
With money received of Dr. P. A. Healey, Acct.	14.04
With money received of John G. Greenfield, Acct.	3.75
With money received of Seth Buchanan, on Note	7.63
With Account of S. & Co.	2.75
With money received of Thomas Little, Note & interest	24.14
With trippage of Boat "Ceres"	24.75
With money received of E. S. Williams, on Acct.	15.00
With money received of James Dixon, on Acct.	10.00
With money received of Geo. Berkley	10.13
With money received of A. J. McNamee, S. & Co. Acct	12.55
With trippage of Boat "Idaho," (3 trips)	75.00
With trippage of Boat "Mary & Anna," (5 trips)	125.00
With trippage of Boat "Vallie," (4 trips)	100.00
With trippage of Boat "Atlanta," (4 trips)	100.00
With trippage of Boat "Old Abe," (3 trips)	75.00
With trippage of Boat "Muskingum," (4 trips @ \$30.)	120.00
With trippage of Boat "Bettie," (2 trips)	50.00
With trippage of Boat "Ceres," (2 trips)	50.00
With trippage of Boat "Minnesota," (2 trips)	50.00
With amount of Acct. of Read & Brother	53.30
With money received of Dr. Read, Acct.	8.25
With money received of Dir Read, Acet. With money received of Robert Read, Acet.	27.13
With money received of Kobert Kead, Acct. With money received of James Matthews, Acct.	66.66
With money received of James Matthews, Acct. With money received of J. P. Roman, Acct.	5.00
With money received of J. F. Koman, Acct. With money received of A. Gonder, Acct	5.68
With money received of A. Gonder, Acct With money received of John Ranahan	37.20
With money received of John Kananan With proceeds of Sale of Canal Boat "Pennsylvania" as per return to the Orphans' Court of	- 37.20
	1 000 00
Allegany County, April 1868. With money received of Lewis R. Wolfe, Acct. in full	1,000.00
	15.87
Balance due Estate.	\$8,739.90

Second Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, deceased, filed and sworn to by said Executors this 2nd day of June 1868. Test. Elijah Fuller, Register. Ratified and Confirmed, June 9th, 1868. Test. Elijah Fuller, Register.

[Transcriber's Note: This account is missing a page also, based on an entry at the bottom of page two, to the fact that Richard Bender was paid \$11.70 and that the Third Account records a starting amount of \$4,599.45. Which means that \$4,140.45 was paid out from the estate, including the \$11.70 paid to Richard Bender.]

An additional list of the debts due and owing to Andrew J. Boose, deceased, filed & sworn to by Jacob Brengle, one of the Executors of said deceased, this 6th day of June, 1868. Test: Elijah Fuller, Register.

Cumberland Coal & Iron Co.\$8.37Miner F. Wells\$13.05\$21.42

Jacob Brengle, Esq.

Third Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, late of Allegany County, deceased.

These accountants charge themselves with the following amounts, to wit:

These accountants charge themserves with the following amounts, to wit.	1
With amount retained by Executors, on settlement of their Second Account in the Orphans'	
Court of said County, June 2 nd , 1868.	\$4,599.45
With money received for boat harness	5.00
With J. G. Gross, Note and interest	50.95
With trippage of Boat "Theresa Long"	376.25
With trippage of Boat "Fair Play"	510.00
With money received of James Farrell, on Note	50.00
With trippage of Boat "Old Abe"	405.00
With money received of Mrs. Peter Smith, Acct.	3.37
With trippage of Boat "Vallie"	320.00
With trippage of Boat "Atlanta"	450.00
With trippage of Boat "Bettie"	385.00
With trippage of Boat "Muskingum"	390.00
With trippage of Boat "Ceres"	305.00
With money received of J. G. Keech, on Note	25.00
With trippage of Boat "Mary & Anna"	330.00
With money received of E. S. Williams, bal. Acct.	10.20
With trippage of Boat "Idaho"	240.00
With money received of Dr. G. B. Lundeberg, Acct.	32.13
With trippage of Boat "Minnesota"	400.00
With money received of Patrick Miles, Acct. & interest	8.12
With amount of over distribution to James D. Heedsow, on Account vs Estate of said	
deceased, upon settlement of the 2 nd Acct. of said Executors, June 2 nd , 1868.	30.00
	\$8,925.47

And paid out as follows:

1.	Paid Horace Resley, Clerk	.90	
2.	Paid Horace Resley, Clerk	.35	
3.	Paid Jacob Brengle	22.35	
4.	Paid G. B. Funderberg	10.00	
5.	Paid Simon Weston	1.50	
6.	Paid W. F. Cowden	2.00	
7.	Paid Henry Thomas Weld	11.45	
8.	Paid W. Doerner & Bender	158.64	
9.	Paid W. Doerner & Bender	193.86	
10.	Paid Andrew Snyder	55.25	
	Paid Elijah Fuller, Register	6.00	
	Paid Executors 8 percent commission on \$4,316.02,	345.28	
	Retained by Executors to meet claims which have been contested	7768.90	\$8,576.48
			\$348.99

Distribution to Creditors

1.	Isaac Richards, due bill	\$274.00			
	Releases	215.00	\$59.00		
	Int. & Costs		14.99	73.99	
2.	Gray, Miller & Co., Draft		75.00		
	Protest, postage & costs		38.51	113.51	

3.	Thomas Perry, Acct.	36.47		
	interest & costs	.68	37.15	
4.	Geo. Earle, use of D. C. Thompson, Acct.	49.30		
	interest & Costs	.53	49.83	
5.	John Humbird, Mayor of City of Cumb., Acct.	71.35		
	interest & Costs	.60	71.95	
6.	Horace Resley, Acct.	2.35		
	interest & Costs	.21	2.56	\$348.99

Third Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, deceased, filed and sworn to by said Executors this 8th day of January 1869. Test: Elijah Fuller, Register. Ratified & confirmed, January 13th, 1869. Test: E. Fuller, Register.

Agreement between Jacob Brengle, Trustee of A. J. Boose, deceased, Jacob Brengle & H. Hebb Executors of said deceased, and William Phillips & George W. McCulloh. Filed Aug. 17, 1869.

Agreement of settlement made this thirteenth day of August, 1869, between Jacob Brengle, Trustee appointed by the Will of Andrew J. Boose, in the place and stead of said Boose as trustee under a deed of assignment and trust executed by Wm. Phillips, bearing date upon the fifth March 1867 and recorded among the land records of Allegany County, of the first part, and Jacob Brengle and Hopewell Hebb, executors of Andrew J. Boose of the second part, and Wm. Phillips of the third part and George W. McCulloh of the fourth part.

Whereas divers disputes exist between the above named parties, some of which are in litigation in the Circuit Court for Allegany County, and all of which the above named parties have settled and compromised upon the following terms, viz:

The said Jacob Brengle as trustee as above stated and the said Jacob Brengle and Hopewell Hebb as executors of Andrew J. Boose, [deceased,] have assigned and do hereby assign unto George W. McCulloh, all the right, title and interest of them the said Jacob Brengle as trustee and of Brengle and Hebb as executors, of, in and to two certain debts, which are due and owing to them, and were originally due and owing to the firm of Phillips & Boose by Edward Mayer, are, an open account for coal sold and delivered by said Phillips & Boose to said Mayer as follows:

1927 tons of coal delivered in Georgetown in Aug. 1866 at \$4.70 per ton\$9,056.90908-11/20 tons coal delivered in Georgetown in Sept. 1866 at \$4.70\$4,270.18\$13,327.08

The other being two drafts drawn by Phillips & Boose on Edward Mayer, both dated 3rd Oct, 1866 at seven days after date, for the sums of six thousand four hundred dollars, and sixteen hundred and seventy-nine 39/100 dollars, respectively, and by the said Edward Mayer accepted, but never paid; said assignments are made without any recourse to the said assignees or to the estate of said Boose.

And the said Brengle as trustee and the said Hebb and Brengle as executors do hereby further agree that they will pay over to the said McCulloh one half of the net proceeds of a certain debt due, and claimed to be due by J. I. Ahl & Co., of Washington County to the said Phillips and Boose, for coke sold and delivered, amounting to the sum of three thousand, four hundred and two 60/100 dollars, principal and for the recovery of which suit has been brought in the Circuit Court for Washington County, Maryland, (said claim being disputed by Ahl & Co.), if and when the same is collected, or the one half of so much thereof as may be collected, if all is not collected, such net proceeds, however, to be subject <u>first</u> to the payment of all costs and expenses, including twenty percent, the agreed attorney's fees in said case, and also to the payment of the following debts with the interest thereon, due by Phillips & Boose to the following persons, viz:

Humbird & Long	\$87.68
C. F. Hoblitzell & Co.	\$35.00
J. E. Russell	\$280.00
Wm. H. Geary	<u>\$18.66</u>
	\$421.32

and after the payments of such costs, expenses, fees and debts, the one half of the remainder of such debt or so much thereof as shall be realized shall be paid over to the said McCulloh.

And the said Jacob Brengle as trustee and Brengle and Hebb as executors as aforesaid do further agree to pay, and at the time of the sealing and delivery of these presents, have paid to the said George W. McCulloh the sum of four thousand and thirty-five 36/100 dollars, being the one half of the amount of a note of Boose & Phillips to him for fifteen hundred and twenty-two 61/100 dollars, with interest from 18th Sept. 1866, and of another note of same to McCulloh for twenty-five hundred dollars, with interest from 16th April, 1867, and of another note of Boose & Phillips to said McCulloh, for three thousand dollars, with interest thereon from the 9th of April eighteen hundred and sixty-seven, and the sum of five dollars and fifty-six cents costs of protest in and too last mentioned notes.

And the said George W. McCulloh in consideration of the premises, doth hereby agree to release and discharge, and by these presents does release and discharge the executors of the said Boose, and also the said Wm. Phillips of and from a claim or demand which he holds against the said Boose & Phillips, amounting to the principal sum of thirteen thousand, one hundred and eighty-nine dollars and twenty-three cents, and which is claimed to be due from the said Phillips & Boose to and against B. Mayer for royalty on coal taken by them from the New Hope mines, and for trippage on Canal boats belonging then to her, and to have been by her assigned to the said Geo. W. McCulloh.

And the said Geo. McCulloh further agrees to procure a release from the First National bank of Frostburg of any claim it may have upon said above recited claims, released as above by him, and by said McCulloh assigned to said Bank.

Jacob Brengle (Trustee) Hopewell Hebb (Executor) Jacob Brengle (Executor) William Phillips' G. W. McCulloh

The foregoing agreement of compromise having been laid before the Orphans' Court, and a full explanation and examination thereof having been made and the pecuniary situation of Edward Mayer been considered, the Orphans Court of Allegany County do hereby approve of said compromise this 17th day of August, 1869.

John M. Buchanan, Chief J. O. C. John Coulehan, J. O. C. Heteton B. Long, J. O. C. Fourth Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, late of Allegany County, deceased.

These accountants charge themselves with the following amounts, to wit:

These accountants charge themselves with the following amounts, to wit:	
With amount retained by Executors, on settlement of their Third Account in the Orphans'	
Court of said County, January 8th, 1869.	\$7,768.90
With money received of John Young & Son, Acct	18.70
With money received of Lewis Hettenhouser, on Note	25.25
With money received of Peter Quigley, Acct. & interest	24.40
With money received of James Terrell, Note	111.50
With money received of Charles Martin, Acct.	28.84
With money received of John Pitman, Acct.	8.10
With money received of John McCormick, Acct.	2.90
With money received of Lawrence Murry, Note	59.90
With money received of Frank McCormick, Acct.	15.50
With money received of Daniel Caufman, on Note	29.00
With money received of Jacob Shaw, Note	20.00
With money received of Daniel Caufman, on Note	5.00
With money received of Seth. Buchanan, Due bill	5.57
With money received of William Miller, on Acct.	10.00
With money received of Daniel Caufman, on Note	5.00
With money received of William Mullen, on Note	5.00
With money received of B. F. Dixon, balance	12.39
With money received of James Dixon	5.85
With money received of William Mullen, on Note	10.00
With money received of James Terrell & Co., on Note	20.00
With trippage of Boat "Atlanta," 4 trips	120.00
With trippage of Boat "Atlanta," 1 trip	15.00
With trippage of Boat "Bettie" 6 trips	180.00
With trippage of Boat "Old Abe" 6 trips	180.00
With money received of G. W. Spates, trippage of Boat "Col. A. Spates," 6 trips	180.00
With money received of J. B. Lucket, trippage of Boat "Fair Play," 2 trips	60.00
With money received of Charles Stewart, trippage of Boat "Muskingum," 4 trips	120.00
With trippage of Boat "Mary & Anna," 7 trips	210.00
With trippage of Boat "Vallie," 5 trip	150.00
With trippage of Boat "Ceres," 3 trips	90.00
With trippage of Boat "Idaho," 4 trips	120.00
With trippage of Boat "Minnesota," 6 trips	180.00
With money received of Jacob Brown	2.66
	\$9,799.46

And paid out as follows:

1.	Paid Charles Young & Son, Acct.	17.36	
2.	Paid Felix Bareis, repairs to boat	52.33	
3.	Paid W. Doerner & Bender, repairs to boat	38.22	
4.	Paid Robert C. Paul, attendance as a witness at Washington County Court	13.20	
5.	Paid Henry Stevens, attendance as a witness at Washington County Court	13.20	
6.	Paid Felix Bareis, repairs to boats	156.80	
7.	Paid W. H. Lowe, constable	5.90	
8.	Paid J. D. McGill	3.00	
9.	Paid Doerner & Bender, repairs to boat	79.35	

10.	Paid Felix Bareis & Co., repairs to boat	14.11	
11.	Paid Will H. Lowdermilk, furniture bill	6.00	
12.	Paid Robert C. Paul, attendance as a witness at Washington County Court	14.00	
13.	Paid Rees Jones, attendance as a witness at Washington County Court	30.05	
14.	Paid Jacob Brengle, attendance as a witness at Washington County Court	30.10	
15.	Paid Doerner & Bender, repairs to boat	220.68	
16.	Paid Charles J. Harrison, U. S. Dept. Collector	25.00	
17.	Paid Horace Resley	1.50	
18.	Paid George W. McCulloh, as per agreement and new release filed in the		
	Orphans' Court of Allegany County, August 17th, 1869	4035.36	
	Paid Elijah Fuller, Register	10.75	
	Executor's 8 percent commission on \$2,030.36	162.42	
	Retained by Executors to meet claims which have been contested	4869.93	\$9,799.26

Fourth Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, deceased, filed and sworn to by Hopewell Hebb, one of said Executors, this 25th day of August, 1869. Test. Elijah Fuller, Register.

Ratified and confirmed this 31st day of August 1869. Test: Elijah Fuller, Register.

Fifth Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, late of Allegany County, deceased.

These accountants charge themselves with the following amounts, to wit:

With amount retained by Executors, on settlement of their Fourth Account in the Orphans'	
Court of said County, August 25 th , 1869.	\$4869.93
With money received of Geo. W. Spates, in part payment of Mortgage on boat Col. Alfred	
Spates.	460.00
With money received of William Mullen, bal. Note in fee	6.50
With trippage of boat "Idaho"	350.00
With trippage of boat "Atlanta"	360.00
With trippage of boat "Bettie"	270.00
With trippage of boat "Vallie"	290.00
With trippage of boat "Ceres"	260.00
With money received of Charles Stewart, in part payment of Mortgage on boat "Muskingum"	330.00
With trippage of boat "Minnesota"	335.00
With trippage of boat "Mary & Anna"	430.00
With trippage of boat "Old Abe"	180.00
With trippage of boat "Fair Play"	68.60
With money received of John R. Luckett, Acct.	11.62
With money received of John R. Luckett, Acct. (Snyder & Co.)	8.34
With money received of Frederick Kasekamp, on Mortgage	242.33
	\$8472.32

And crave allowance as follows, to wit:

	,		
1.	Paid Alvin Wilson, repairs to boat	1.50	
2.	Paid William Young, repairs to boat	2.00	
3.	Paid Doerner & Bender, repairs to boat	353.06	
4.	Paid Horace Resley, Clerk	.90	
5.	Paid Horace Resley, Clerk	2.75	
6.	Paid Horace Resley, Clerk	.90	
7.	Paid Horace Resley, Clerk	1.20	
	Paid Elijah Fuller, Register	4.00	
	Executor's 8 percent commission on \$3,602.39	288.19	
	Retained by Executors to meet claims which have been contested	7817.82	\$8,472.32

Fifth Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, deceased, filed and sworn to by Jacob Brengle, one of said Executors, this 12th day of February, 1870. Test. Elijah Fuller, Register.

Ratified and confirmed this 15th day of February 1870. Test: Elijah Fuller, Register.

Sixth Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, late of Allegany County, deceased.

These accountants charge themselves with the following amounts, to wit:

With amount retained upon settlement of their Fifth Account in the Orphans' Court of said	
County, 12 th day of February, 1870	\$7,817.82
With money received of H. Shercliff, Note & interest in full	33.98
With money received of George H. Brooks, balance Acct., in full	50.00
With money received of S. G. Keech	36.70
With money received of F. Kasekamp, bal. Note & interest	120.00
With money received of Geo. Rosman, balance on boat	50.00
With trippage of boat "Atlanta"	180.00
With trippage of boat "Old Abe"	150.00
With trippage of boat "Mary & Anna," in full	30.07
With trippage of boat "Minnesota"	150.00
With money received of Charles Stewart in part payment of Mortgage on boat "Muskingum"	150.00
With trippage of boat "Idaho"	150.00
With trippage of boat "Ceres"	120.00
With trippage of boat "Vallie"	90.00
With money received of George W. Spates in part payment of mortgage on boat "Col. A.	
Spates"	150.00
	\$9,278.57

And Paid out as follows:

1.	Paid Wm. Weber, collector, C. & O. Canal Co.	\$7.02	
2.	Paid F. Mertens, repairs	45.17	
3.	Paid H. Willison, Sheriff	2.80	
4.	Paid H. Willison, Sheriff	.90	
5.	Paid State & County taxes, 1868	42.96	
6.	Paid State & County taxes, 1869	36.52	
7.	Paid Doerner & Bender, repairs	553.17	
	Paid Elijah Fuller, Register	3.30	
	Executor's 8 percent commission on \$1,460.75	116.86	
	Retained by Executors to meet claims which have been contested	8469.87	\$9278.57

Sixth Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, deceased, filed and sworn to by Jacob Brengle, one of said Executors, this 30th day of August, 1870. Test. Elijah Fuller, Register.

Seventh Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, late of Allegany County, deceased.

These accountants charge themselves with the following amounts, to wit:

These decountants charge memserves with the following amounts, to wit.	
With amount retained upon settlement of their Sixth Account in the Orphans' Court of said	
County, August 30 th , 1870.	\$8469.87
With money received of James Terrell & Co., Note & interest	62.15
With trippage of boat "Atlanta"	510.00
With trippage of boat "Minnesota"	360.00
With trippage of boat "Col. A. Spates"	23.84
With trippage of boat "Vallie"	90.00
With money received of John M. Buchanan, part Acct.	44.98
With money received of Charles Stewart, part Note	30.00
With interest on \$2,000.00 in hand of Hopewell Hebb, from August 1sr, 1869 to Feby. 1 st ,	
1870. (6 months)	60.00
With interest on \$1,300.00 in hand of Hopewell Hebb, from Feby, 1 st , 1870 to Nov. 1 st , 1870	
(9 months)	135.00
With interest on \$1,000.00 in hand of Hopewell Hebb, from Nov. 1 st , q870 to August 1 st ,	
1871. (9 months)	45.00
	\$9830.84

And Paid out as follows:

1.	Paid State & County taxes, 1870	34.92	
2.	Paid Alvin Wilson, repairs to boat "Atlanta"	3.25	
3.	Paid F. Mertens, repairs to boat "Atlanta"	14.50	
4.	Paid William Young, repairs to boat "Atlanta"	184.76	
5.	Paid L. Lippold & Bro., for stone posts for lot in cemetery & resetting head		
	stone	77.50	
6.	Paid R. Coulehan & Neff	241.23	
	Paid Elijah Fuller, register	3.50	
	Executor's 8 percent commission on \$1,360.97	108.87	
	Retained by Executors to meet claims which have been contested	9162.31	9830.84

Seventh Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, deceased, filed and sworn to by Jacob Brengle, one of said Executors, this 25th day of July, 1871. Test. Elijah Fuller, Register.

Ratified and confirmed July 25th, 1871. Test: Elijah Fuller, Register.

Allegany County Courthouse, Cumberland, MD, Deed Book 36, page 277, 3/4/1872.

At the request of John S. Craver, this Lease was recorded March 4th 1872.

This Lease, made this second day of December in the year eighteen hundred and seventy one by us, Edward L. McCleary, Trustee under and by virtue of a deed of Trust for the benefit of Catherine Boose, by Andrew J. Boose & dated February 23rd 1867, recorded in Liber H. N. No. 25, folio 336, one of the Land Records of Allegany County and Catherine Boose citing quo tucit undivided deed of Trust as parties of the first part & John S. Craver party of the second part, all of Cumberland, Allegany County, Maryland. Witnesseth: That said parties of the first part do lease unto said party of the second part, his personal representatives and assigns all that Lot or part of a lot of ground lying and being in the City of Cumberland, Allegany County and known upon the plat of said City as Lot No. 239, on Liberty street and described as follows, to wit: Beginning at a point on the North east side of Liberty street and in the center of the Mill Race and running up with said Race in a Northeasterly direction one hundred & twenty feet (120); then with a line at right angled to Liberty street and with the South wall of the brick house now being built by John S. Ceraven; South sixty three and one half degrees $(63\frac{1}{2}^{\circ})$ West eighty five feet (85) to Liberty street and with said street North twenty six & one half degrees West fifty three feet to the beginning, being part of said Lot No. 239, for the term of ninety nine years, beginning on the first day of October 1871 & ending on the thirtieth day of September 1970, the said party of the second part and his assigns paying henceforth to the said party of the first part, Catherine Boose, her heirs or assigns the sum of eighty dollars yearly in four equal quarterly instalments of twenty dollars cash due and payable in the first day of January, April, July and October in each and every year during the continuance of this Lease and during the term thereof, free, clear and discharged of and from all taxes, charges and assessments hereafter levied, charged or assessed or who professed charged or assayed on the said devised premises or the rent issuing therefrom. Provided that on any default in the payment of the rent or any breach of any covenant herein contained on the part of the lessee who kept, fulfilled or performed the said party of the first part or their assigns may veeuher in said premises and provided also, that if said rent or any part thereof shall be and remain in arrear and unpaid for the space of eighty days, next after the same became due & payable, being first duly demanded, the said parties of the first part or their assigns may enter as aforesaid, of if the same be in arrears and unpaid at any time, the said Catherine Boose may distrain therefore, and the party of the second part, his heirs, executors, administrators or assigns, for himself & them hereby covenant and agree to and with the said party of the first part or their assigns to pay the rent aforesaid to the said Catherine Boose or her assigns as affine and herein received in four equal quarterly installments when and as the same becomes due and payable as aforesaid, and also all taxes and assessments levied, charged or assessed in the said devised premises or the rent issuing therefrom when and as the same becomes due and payable, and the said party of the first part for themselves and their assigns hereby covenant to and with the party of the second part & his assigns that on payment of the rent as aforesaid and performance of the covenants in the lease, part to be paid and performed, they the said party of the first part will warrant generally the property hereby conveyed or leased and that at any time during the continuance of this demise upon payment to the party of the first part, their assigns of ten dollars as a fine therefor, they or their assigns will execute & deliver to the said party of the second part or his assigns another lease of the same premises for a term of ninety nine years to commence & take effect from and at the end of the

term for which the same are hereby devised subject to the same rent and upon the same terms, covenants & conditions and so on during each succeeding term so that the lease may be renewed & renewable forever and also that at any time hereafter during the continuance of this Lease on the payment by the said party of the second part, or his assigns, to the said party of the first part, or their assigns, of the sum of twelve hundred dollars purchase money for the same premises and all rent then due and such portion of the accruing rent to the time of such payment of purchase money as may be proportionate to the period of the then ascending year, which shall have elapsed at such time, they the said party of the first part, their assigns, their executors or administrators shall and will execute and deliver to the said party of the second part, his heirs or assigns a good and sufficient deed of conveyance in fee simple of the said devised premises clear & full of the rent aforesaid and all other encumbrances. And it is further understood and agreed that the said party of the second part is to allow the party of the first part, Catherine Boose, to have the use of the side wall of his house at any time she desires to build against it with a dwelling thereto. And it is further agreed that said party of the second part is never to allow the house he may build on the above leased lot to be used as a public house or to have spirituous liquors of any kind sold there. Witness our hands and seals.

Test: Andrew Gonder

E. L. McCleary, Trustee {Seal} Catherine Boose {Seal} J. S. Craver {Seal}

State of Maryland, Allegany County, Sct: I hereby certify that on this second day of November in the year eighteen hundred and seventy one, before me the subscriber a Justice of the Peace in and for the County and State aforesaid, personally appeared the within named Edward L. McCleary and Catherine Boose and acknowledged the aforegoing lease to be their act and deed. Andrew Gonder, J.P. Eighth Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, late of Allegany County, deceased.

These accountants charge themselves with the following amounts, to wit:

These decountains charge themserves with the following amounts, to wit.	
With amount retained upon settlement of their Seventh Account in the Orphans' Court of said	
County, July 25 th , 1871.	\$9162.31
With interest on \$1,431.55 in hands of Hopewell Hebb, from August 1 st , 1871 to April 5 th ,	
1872.	58.45
With money received of Charles Stewart, Balance of Note& Interest, in full	13.05
With money received of John Wright, Balance of Acct & interest	78.38
With money received of Joseph Kirtly, Balance Note & interest	50.70
With trippage of canal boat "Vallie", in full	252.63
With trippage of canal boat "Atlanta"	210.00
	\$9825.52

And Paid	out as	follows:
1 1110 1 010	040 40	10110

1.	Paid J. B. McClellan, Special Commissioner	40.00			
2.	Paid Will, Gephardt & Co., for iron fence	83.00			
3.	Paid F. Mertens, repairs to boats	109.15			
4.	Paid State & County taxes, 1871	41.13			
5.	Paid Horace Resley, clerk	3.30			
	Paid Elijah Fuller, register	2.80			
	Executor's 8 percent commission on \$663.21	53.05			
	Retained by Executors to meet claims which have been contested	9493.09	\$9825.52		

Eighth Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, deceased, filed and sworn to by Jacob Brengle, one of said Executors, this 5th day of April, 1872. Test. Elijah Fuller, Register.

Ratified and confirmed April 9th, 1872. Test: Elijah Fuller, Register.

Ninth Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, late of Allegany County, deceased.

These accountants charge themselves with the following amounts, to wit:

With amount retained upon settlement of their Eighth Account in the Orphans' Court of said	
County, April 5 th , 1872	\$9493.09
With interest on \$1,431.55 in hands of Hopewell Hebb, from April 5 th , 1872 to February 5 th ,	
1873.	71.57
With money received of Geo. C. Perry	25.80
With trippage of canal boat "Atlanta," in full	210.00
	\$9800.46

	And Paid out as follows:		
1.	Paid State & County taxes, 1872	38.30	
2.	Paid Geo. A. Pearre, Atty.	355.00	
3.	Paid Andrew Gonder, J.P.	1.40	
4.	Paid R. Chew Jones, Atty.	100.00	
	Paid Elijah Fuller, register	2.75	
	Executor's 8 percent commission on \$307.37	29.58	
	Retained by Executors to meet claims which have been contested	9278.43	\$9800.46

Ninth Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, deceased, filed and sworn to by Jacob Brengle, one of the Executors of said deceased, February 10, 1873. Test. Elijah Fuller, Register.

Ratified and confirmed February 11th, 1873. Test: Elijah Fuller, Register.

Allegany County Courthouse, Cumberland, MD, Deed Book 39, page 10, 5/29/1873.

At the request of Marshall Wise, the following Deed was recorded May 29th 1873.

This Indenture, made this twenty second day of May in the year of our Lord one thousand, eight hundred and seventy three, by and between George A. Pearre of the City of Cumberland, and State of Maryland, Trustee as hereinafter designated, party of the first part, and Marshall Wise of Allegany County and State aforesaid, party of the second part. Whereas by a decree of the Circuit Court for said Allegany County, sitting as a Court of Equity, bearing date on the twenty sixth day of December in the year eighteen hundred and sixty eight, and passed in a cause in said Court defending between Catherine Boose complainant and Anna Mary Boose and Andrew J. Boose [Jr.] defendants, being cause number seventeen hundred and twenty nine on the Equity docket of said Court, the above named George A. Pearre was appointed a trustee, with authority to sell the real estate in the proceedings in this cause mentioned, viz: the real estate and property hereinafter described and hereby conveyed. And the said Trustee after complying with all the previous requisites of the decree, did no or about the third day of February in the year eighteen hundred and seventy two, sell unto the said Marshall Wise the aforesaid real estate so as aforesaid decreed to be sold and at the price following, that is to say all that tract, piece or parcel of land lying in Allegany County aforesaid which was granted by the State of Maryland to Andrew J. Boose, by patent bearing date on the twenty third day of June in the year eighteen hundred and sixty five and recorded in Liber W. L. W. S. No. 2, folio 159 and 160 of the Record Books of the Land Office of Maryland, and is known by the name of "Deer Range" and so designated in and by six patents, and is bounded and described as follows, that is to say: Beginning for the outline thereof at the beginning of the whole tract of land called "Hope," it being at an ancient bounded pine tree, the stump of which now remains, and running thence with the lines of said "Deer Range" as the same are in the aforesaid patent set forth by metes and bounds and courses and distances to the place of the beginning. And for a more full and particular description of said tract intended hereby to be conveyed reference is hereby made to the patent aforesaid, recorded as aforesaid and filed in the said cause number seventeen hundred and twenty nine in the said Circuit Court for Allegany County as a Court of Equity, and which said patent is also recorded in Liber H. R. No. 23, folio 141, one of the Land Records of said Allegany County; the same being sold by the said Trustee to the said Marshall Wise – party of the second part – at and for the sum of six hundred and fifty dollars.

And whereas, the aforesaid sale has been duly reported to the said Circuit Court for Allegany County as a Court of Equity by the said trustee, and the said Court has by its order or decree in the premises, filed in the aforesaid cause, finally ratified and confirmed the said sale. And whereas, the said Marshall Wise has fully paid and satisfied to the said trustee the purchase money aforesaid, by reason of the premises the said trustee is authorized and empowered under the terms of said decree to execute these presents.

Now this indenture Witnesseth that the said George A. Pearre, Trustee as aforesaid, for and in consideration of the premises aforesaid, and of the sum of one dollar, current money, to him in hand paid by the said Marshall Wise, 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 doth grant, bargain and sell, alien, enfeoff, release and confirm unto him the said Marshall Wise, his heirs and assigns, forever, all the aforesaid tract, piece or parcel of land called and known by the name of "Deer Range" patented as

aforesaid, and hereinbefore described as sold by the said Trustee to the said Marshall Wise, together with all improvements, rights, members, privileges and appurtenances to the same belonging or appertaining, and all the right, title, interest and estate of the parties to the aforesaid decree and every of them both at Law and in Equity, in and to the same, and every part and parcel thereof. To Have and To Hold the aforesaid tract, piece or parcel of land and premises with their appurtenances, unto him the said Marshall Wise, his heirs and assigns forever. In testimony whereof, the said George A. Pearre, Trustee as aforesaid, has thereunto set his hand and affixed his seal, the day and year first hereinbefore written. Witness: Jas. M. Beall George A. Pearre, Trustee {Seal}

State of Maryland, Allegany County, Sct: I hereby certify that on this 23rd day of May 1873, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared George A. Pearre and acknowledged the aforegoing instrument of writing to be his act and deed.

Jas. M. Beall, J.P.

Tenth Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, late of Allegany County, deceased.

These accountants charge themselves with the following amounts, to wit:

With amount retained upon settlement of their Ninth Account in the Orphans' Court of said	
County, February 10 th , 1873	\$9278.43
With interest on \$1,526.13 in hands of Hopewell Hebb, from February 5 th , 1873 to March	
16 th , 1874.	101.98
With trippage of canal boat "Atlanta," in full	13.79
With money received of John M. Buchanan	43.87
	\$9438.07

And Paid out as follows:

1.	Paid H. Resley, Clerk	4.30	
2.	Paid State and County taxes, 1873	38.02	
3.	Paid H. Resley, Clerk, Fee Bill	12.15	
4.	Paid R. Chew Jones, Atty., per agreement	200.00	
	Paid C. C. Shriver, Register	3.00	
	Executor's 8 percent commission on \$159.64	12.77	
	Retained by Executors to meet claims which have been contested	9167.83	\$9438.07

Tenth Account of Jacob Brengle and Hopewell Hebb, Executors of the Last Will and Testament of Andrew J. Boose, deceased. Filed and sworn to by Jacob Brengle, one of the Executors, this 23rd day of April, 1874. Test. C. C. Shriver, Register.

Ratified and confirmed April 29th, 1874. Test: C. C. Shriver, Register.

Eleventh Account of Jacob Brengle and Hopewell Hebb, Executors of the Last Will and Testament of Andrew J. Boose, late of Allegany County, deceased. These accountants charge themselves with the following amounts, to wit:

These accountants charge themselves with the following amounts, to v			
With amount retained to meet claims which have been contested upon settler	nent of their		
Tenth Account in the Orphans' Court of said County, April 23rd, 1874			
With interest on \$1,666.19 in hands of H. Hebb, from March 16 th , 1874 to. Ja	anuary 1 st , 1875	81.64	
With interest on \$106.19 from January 1 st , 1875 to April 16 th , 1875		1.86	
With amount of dividends received from the Fire Insurance Company of Alle	egany County, as		
interest from bonds of Agricultural Society of Allegany Co. &c., being as fol	llows, to wit:		
Nov. 30 th , 1870 Interest on Agricultural Bonds	\$80.00		
May 11 th , 1871 Interest on Agricultural Bonds	80.00		
July 11 th , 1871 Interest on Fire Stock	50.00		
Jan'y 11 th , 1872 Interest on Fire Stock	50.00		
July 29 th , 1872 Interest on Fire Stock	60.00		
Jan'y 17 th , 1872 Interest on Fire Stock	40.00		
Nov. 7th, 1871 Interest on Agricultural Bonds	80.00		
May 8 th , 1872 Interest on Agricultural Bonds	80.00		
Nov. 6th, 1872 Interest on Agricultural Bonds	80.00		
May 9 th , 1873 Interest on Agricultural Bonds	80.00		
May 16 th , 1873 Interest on Fire Stock	50.00		
July 25 th , 1873 Interest on Fire Stock	60.00		
Dec. 18th, 1873 Interest on Agricultural Bonds	80.00		
July 17 th , 1874 Interest on Agricultural Bonds	80.00		
Jan'y 19th, 1874 Interest on Fire Stock	60.00		
July 17 th , 1874 Interest on Fire Stock	50.00		
Nov. 1 st , 1874 Interest on Agricultural Bonds	80.00		
Jan'y 20 th , 1875 Interest on Fire Stock 40.00			
With money received from Jacob Brengle, being for sale of old safe.			
		50.00 10481.33	

And Paid out as follows:

1.	Paid State and County taxes for 1874		37.25	
2.	Paid R. Chew Jones, Atty., per agreement		30.00	
3.	Paid Mrs. Catherine Boose		1180.00	
	The following receipts are for the several sums of money paid	Mrs. Catherine		
	Boose from time to time and also of the several sums paid out f	for her use from		
	the death of A. J. Boose to April 16th, 1875.			
4.	Paid Mrs. Catherine Boose	\$35.00		
5	Paid Mrs. Catherine Boose	100.00		
6.	Paid Lewis Smith, provisions	65.41		
7.	Paid Mrs. Catherine Boose	100.00		
8.	Paid Kennedy & Butler	60.00		
9.	Paid Mrs. Catherine Boose	100.00		
10.	Paid State and County taxes, 1869	46.82		
11.	Paid Cumberland Corporation tax	28.74		
12.	Paid Mrs. Catherine Boose	100.00		
13.	Paid Mrs. Catherine Boose	100.00		
14.	Paid State and County taxes, 1870	44.77		
15.	Paid A. Scott, material for repairs	11.00		
16.	Paid H. & J. Shuck, material for repairs	61.00		

17.	Paid J. F. Johnson, material for repairs55.00		
17.	Paid J. E. Buck, material for repairs12.00		
10.	Paid C. A. Seay, material for repairs12.0061.67		
20.	Paid Thomas Parker, material for repairs01.071.50		
20.	Paid John Rice, material for repairs1.501.75		
21.	Paid Mrs. Catherine Boose 100.00		
23.	Paid K. H. Butler, for repairs63.00		
24.	Paid Cumberland Corporation tax7.41		
25.	Paid Cumberland Corporation tax7.41Paid Cumberland Corporation tax33.97		
26.	Paid C. A. Seay, for repairs33.9734.00		
20.	Paid State and County taxes, 187154.0054.00		
$\frac{27}{28}$.	Paid Levi Shaw 3.85		
20.	Paid Clarence Aires, repairs3.832.25		
30.	Paid Mrs. Catherine Boose50.00		
31.	Paid Thomas Goulden, repairs30.0014.50		
32.	Paid Cumberland Corporation tax 48.32		
33.	Paid Cumberland Corporation tax40.52Paid Cumberland Corporation tax10.54		
34.	Paid George A. Hoffman, repairs6.25		
35.	Paid George A. Horiman, repairs0.23Paid Mrs. Catherine Boose100.00		
<u>35.</u> 36.	Paid Mis. Callerine Boose100.00Paid State and County taxes, 187268.12		
37.	Paid State and County taxes, 187206.12Paid Haley & Swartzwelder, material20.00		
37.	Paid Cumberland Corporation tax 62.27		
<u> </u>	Paid Mrs. Catherine Boose 50.00		
<u> </u>			
41.	Paid Mrs. Catherine Boose 25.00 Paid James N. Chart remains (7.70)		
42.	Paid James N. Clary, repairs 67.70 Paid Jahrs E. Pauly, repairs 75.00		
43.	Paid John E. Buck, repairs75.00Paid Mrg. Cathering Pages25.00		
44.	Paid Mrs. Catherine Boose25.00Dail State and Computer target 1874102.51		
45.	Paid State and County taxes, 1874103.51Dail County taxes, 187425.50		
46.	Paid Cumberland City tax25.50Daid Cumberland City tay70.24		
47.	Paid Cumberland City tax 70.34 Paid Develop Paid line Association 140.72	2221.22	
48.	Paid Peoples Building Association 149.73	2321.23	
\mid	Paid C. C. Shriver, Register	10.55	2(0411
	Executor's 8 percent commission on \$1,313.50	105.08	
			6797.22
	This balance consists of the following:	1,000.00	
	Stock Fire Insurance Company of Allegany County		
	Agricultural Bonds	2,000.00	
	House built on Boose's Lot	1,799.44	
	House bought of Peoples Building Association on second lot of Boose	2,500.00	7299.44
	Cash advanced by Executors		\$502.22

Eleventh Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, deceased. Filed and sworn to by Jacob Brengle, one of the Executors, this 5th day of April, 1875. Test. C. C. Shriver, Register. Ratified and confirmed 7th day of May 1875. Test: C. C. Shriver, Register.

Twelfth Account of Jacob Brengle and Hopewell Hebb, Executors of the Last Will and Testament of Andrew J. Boose, late of Allegany County, deceased.

These accountants charge themselves with the following amounts, to wit:

With the balance due estate upon settlement of their Eleventh Account in the Orphans' Court of			
said County, April 5 th , 1875	7299.44		
With amount of dividend on Fire Insurance Stock	50.00		
With amount of cash collected from bonds of Agricultural Society of Allegany County, &c.	80.00		
With interest on \$497.78 from July 8 th to Nov. 8 th , 1875, received of Jacob Brengle being part			
of sale of Fire Insurance Company stock	9.95		
	7439.39		
And craves allowance as follows:			

	And craves allowance as follows:		
1.	Paid Mrs. Catherine Boose, being interest on Fire Insurance Stock to July 9th,		
	1875	50.00	
2.	Paid Mrs. Catherine Boose being six months interest on \$2,000.00 Agricultural		
	Bonds, due May 2 nd , 1875 as above charged	80.00	
3.	Paid Howard M. Fuller, Register	4.24	
	Executor's 8 percent commission on \$139.95	11.19	
	By amount of cash advanced by Executors upon settlement of their Eleventh		
	Account in the Orphans' Court of said County, April 5th, 1875	502.22	647.65
			6,791.74
	This balance consists of the following:		
	Agricultural Bonds	2,000.00	
	House built on Boose's Lot	1,799.44	
	House bought of Peoples Building Association on second lot of Boose	2,500.00	
	And Cash in hands of Jacob Brengle	492.30	6,791.74

Twelfth Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, deceased. Filed and sworn to by Jacob Brengle, one of the Executors, this 12th day of Nov. 1875. Test. H. M. Fuller, Register.

Ratified and confirmed November 12th, 1875. Test: Howard M. Fuller, Register.

Thirteenth Account of Jacob Brengle and Hopewell Hebb, Executors of the Last Will and Testament of Andrew J. Boose, late of Allegany County, deceased.

These accountants charge themselves with the following amounts, to wit:

With the balance due estate upon settlement of their Twelfth Account in the Orphans' Court	
of said County, Nov. 12th, 1875, consisting of the following, to wit:	
Agricultural Bonds upon which no interest has been received from Nov. 12 th , 1875 to date of	
this settlement	2000.00
House built on Boose's Lot	1700.44
House bought of Peoples Building Association on leased lot of Boose	2500.00
And cash in hands of Jacob Brengle	492.30
	6692.74
With interest on said cash (\$492.30)	59.66
	\$6752.40

Paid Cumberland City tax for 1877	=	
Paid Cumberland City tax for 1877	73.32	
Paid Fire Insurance Co., premium	12.00	
Paid State and County tax, for 1876	105.88	
Paid Myers and Easter, repairs	15.50	
Paid Insurance Co., Continuance of Policy	10.00	
Paid Insurance Co., Continuance of Policy	2.50	
Paid Insurance Co., Continuance of Policy	6.00	
Paid John Rhind, Register	3.75	
Executor's 8 percent commission on \$59.66	4.77	
By allowance of interest on certain above payments as per vouchers herewith		
filed	8.06	241.78
		6510.62
Above balance consisting of the following, to wit:		
Agricultural Bonds	2,000.00	
House built on Boose's Lot	1,700.44	
House bought of Peoples Building Association on second lot of Boose	2,500.00	
And Cash in hands of Jacob Brengle	310.18	6510.62
	Paid Fire Insurance Co., premium Paid State and County tax, for 1876 Paid Myers and Easter, repairs Paid Insurance Co., Continuance of Policy Paid John Rhind, Register Executor's 8 percent commission on \$59.66 By allowance of interest on certain above payments as per vouchers herewith filed Above balance consisting of the following, to wit: Agricultural Bonds House built on Boose's Lot House bought of Peoples Building Association on second lot of Boose	Paid Fire Insurance Co., premium12.00Paid State and County tax, for 1876105.88Paid Myers and Easter, repairs15.50Paid Insurance Co., Continuance of Policy10.00Paid Insurance Co., Continuance of Policy2.50Paid Insurance Co., Continuance of Policy6.00Paid John Rhind, Register3.75Executor's 8 percent commission on \$59.664.77By allowance of interest on certain above payments as per vouchers herewith filed8.06Above balance consisting of the following, to wit:2,000.00House built on Boose's Lot1,700.44House bought of Peoples Building Association on second lot of Boose2,500.00

Thirteenth Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose,

deceased. Filed and sworn to by Jacob Brengle, one of the Executors, this 26th day of Nov. 1877. Test. John Rhind, Register.

Ratified and confirmed November 17th, 1877. Test: John Rhind, Register.

Fourteenth Account of Jacob Brengle and Hopewell Hebb, Executors of the Last Will and Testament of Andrew J. Boose, late of Allegany County, deceased.

These accountants charge themselves:			
With the balance due estate upon settlement of their Thirteenth Account in the Orpha	ans' Court		
of said County, Nov. 26 th , 1877, consisting of the following, to wit:			
Agricultural Bonds upon which no interest has been received from Nov. 12 th , 1875 to	o date of		
this settlement		2000.00	
House built on Boose's Lot	House built on Boose's Lot		
House bought of Peoples Building Association on leased lot of Boose		2500.00	
And cash in hands of Jacob Brengle		211.18	
		6510.62	
This accountant also charges themselves with interest on said cash (\$211.18) for one	e year		
ending Nov. 26 th , 1878		12.67	
		6523.29	
And craves allowance as follows:			
1 Deil Crawley Level of City terr from 1977	20.10		

1.	Paid Cumberland City tax for 1877	28.18	
2.	Paid Thomas S. Coulehan, Sec'ty. of A. & M. Society of Western Maryland		
	being pro rata share of subscription to secure State appropriation	60.00	
	Paid John Rhind, Register	2.90	
	Executor's 8 percent commission on \$12.67	1.01	
	By interest on above payments	.85	92.94
	Balance due Estate		\$6430.35
	The above balance due estate is contained in the following, to wit:		
	Agricultural Bonds	2,000.00	
	House built on Boose's Lot	1,799.44	
	House bought of Peoples Building Association on second lot of Boose	2,500.00	
	And Cash in hands of Jacob Brengle	130.91	6430.35

Fourteenth Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, deceased. Filed and sworn to by Jacob Brengle, one of the Executors, this 13th day of Dec. 1878. Test. John Rhind, Register.

Ratified and confirmed December 13th, 1878. Test: John Rhind, Register.

Fifteenth and Final Account of Jacob Brengle and Hopewell Hebb, Executors of the Last Will and Testament of Andrew J. Boose, late of Allegany County, in the State of Maryland, deceased. These accountants charge themselves with the following accounts, to wit:

These decountants charge themselves with the following decounts, to wit.	
With the balance due estate upon settlement of their Fourteenth Account in the Orphans' Court	
of Allegany County, Dec. 13th, 1878, as follows, to wit:	
Agricultural Bonds upon which no interest has been received from Nov. 12 th , 1875 to date of	
this settlement	2000.00
House built on Boose's Lot	1799.44
House bought of Peoples Building Association on leased lot of Boose	2500.00
And cash in hands of Jacob Brengle	130.91
	6430.35
This with interest on said cash (\$130.91) from Nov. 26 th , 1878 to date	20.11
	6450.46

	And thaves anowalee as follows.			
1.	Paid State and County taxes, 1877	87.22		
2.	Paid Thomas S. Coulehan, Sec'ty. of A. & M. Society of Western Maryland			
	being pro rata share of subscription to secure State appropriation	40.00		
3.	Paid J. Frank Seip, Atty. searches made	1.33		
	Paid John Rhind, Register	5.05		
	Executor's 8 percent commission on \$20.11	1.60		
	By interest on account of above vouchers	15.47	150.87	
	Balance due Estate		\$6299.59	
	The above balance due estate is contained in the following, to wit:			
	Bonds of Agricultural & Mechanical Association of Western Maryland	2,000.00		
	House built on Boose's Lot	1,799.44		
	House bought of Peoples Building Association on second lot of Boose	2,500.00		
	And Cash in hands of Jacob Brengle	.15	6299.59	

Fifteenth and Final Account of Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, deceased. Filed and sworn to by Jacob Brengle, one of the Executors, this 20th day of June 1881. Test. John Rhind, Register.

Ratified and confirmed June 21st, 1881. Test: John Rhind, Register.

Statement of the several sums of money paid Mrs. Catherine Boose from time to time for her use and also the several amounts paid out for her use, from the death of A. J. Boose to April15th, 1875.

18/3.				
1867	April	To cash paid Mrs. Boose	35.00	(4)
1869	Nov. 30 th	To cash paid Mrs. Boose	100.00	(5)
	Dec. 23	To cash paid Lewis Smith, use of Mrs. Boose	65.41	(6)
1870	March 22	To cash paid Mrs. Boose	100.00	(7)
	April 8	To cash paid K. H. Butler, use of Mrs. Boose	60.00	(8)
	May 27	To cash paid Mrs. Boose	100.00	(9)
	June 10	To cash paid State & County Tax, Mrs. Boose	46.82	(10)
	Aug. 5 th	To cash paid City Tax, Mrs. Boose	28.74	(11)
	Aug 22	To cash paid Mrs. Boose	100.00	(12)
	Sept. 27	To cash paid Mrs. Boose	100.00	(13)
1871	Jan. 10	To cash paid State & County Tax	44.77	(14)
	Feb. 22	To cash paid A. Scott, use of Mrs. Boose	11.00	(15)
	Mar. 18	To cash paid H. & J. Shuck, use of Mrs. Boose	61.00	(16)
	April 29	To cash paid J. F. Johnson, use of Mrs. Boose	55.00	(17)
	April 29	To cash paid J. E. Buck, use of Mrs. Boose	12.00	(18)
	May 1	To cash paid C. A. Seay, use of Mrs. Boose	61.67	(19)
	May 31	To cash paid Thomas Parker, use of Mrs. Boose	1.50	(20)
	June 5	To cash paid John Rice, use of Mrs. Boose	1.75	(21)
	June 14	To cash paid Mrs. Boose	100.00	(22)
	July 21	To cash paid K. H. Butler, use of Mrs. Boose	63.00	(23)
	July 21	To cash paid City Tax, use of Mrs. Boose	7.41	(24)
	July 21	To cash paid City Tax, use of Mrs. Boose	33.97	(25)
	Oct 14	To cash paid C. A. Seay, use of Mrs. Boose	34.00	(26)
1872	Feb. 2	To cash paid State & County Tax, use of Mrs. Boose	52.73	(27)
	March 2	To cash paid Levi Shaw, use of Mrs. Boose	3.85	(28)
	April 13	To cash paid Clarence Aires (Col.) use of Mrs. Boose	2.25	(29)
	June 24	To cash paid Mrs. Boose	50.00	(30)
	July 5	To cash paid Thomas Goulden, use of Mrs. Boose	14.50	(31)
	July 5	To cash paid City Tax (2 vouchers)	58.86	(32 & 33)
	Sept. 2	To cash paid Geo. A. Hoffman, use of Mrs. Boose	6.25	(34)
	Sept. 10	To cash paid Mrs. Boose	100.00	(35)
	Sept. 28	To cash paid State & County Tax, for use of Mrs. Boose	68.12	(36)
	Sept. 28	To cash paid Haley & Swartwalder, for Mrs. Boose	20.00	(37)
1873	July 31	To cash paid City Tax, for use of Mrs. Boose	62.27	(38)
1070	Aug. 25	To cash paid Mrs. Boose	50.00	(39)
	Sept. 30	To cash paid State & County Tax, for use of Mrs. Boose	67.58	(40)
	Nov. 19	To cash paid Mrs. Boose	25.00	(41)
1874	Feb. 23	To cash paid James N. Clary, for use of Mrs. Boose	67.70	(42)
1071	May 28	To cash paid J. E. Buck, for use of Mrs. Boose	75.00	(43)
	Aug. 30	To cash paid Mrs. Boose	25.00	(44)
	Sept. 30	To cash paid State & County Tax, for use of Mrs. Boose	103.51	(45)
	Sept. 30	To cash paid City Tax (2 vouchers)	95.84	(46 & 47)
1875	April 15	To cash paid John Shilling, for use of Mrs. Boose	149.73	(40 & 47) (48)
1075	<u> 1911 15</u>	10 cush puid voim simming, for use of wirs. Doose	2321.23	נידן
			2321.23	l

Received at Cumberland April 15th 1875 of Jacob Brengle, Executor of A. J. Boose, deceased, the several sums of money from time to time as above set forth for my use amounting to the sum of Twenty Three Hundred & Twenty One 23/100 Dollars, \$2,321.23.

Mrs. C. Boose

Witness: E. L. McClary

First Account of Catherine Boose, guardian to Ann M. Boose. Filed July 15th, 1879. Examined, Ratified and confirmed this 15th of July, 1879. Test: John Rhind, Register.

<u>First account of Catherine Boose, guardian to Anna M. Boose</u>, of Allegany County, Maryland. This accountant charges herself with the following amounts, to wit:

With cash received from Joseph Knode and George A. Wingert, executors of	
Catherine E. Knode, deceased, being in full of pecuniary legacy to said Anna M.	
Boose, under the last will and testament of said deceased, less collected tax deduction	
therefrom and paid to the State of Maryland	\$487.50
With cash received from Joseph Knode and George A. Wingert, executors aforesaid,	
being in full of distribution to said Anna M. Boose, declared upon settlement of their	
first account of said Executors, settled in the Orphans' Court of said County, July 2 nd	
1877.	41.00
	\$528.50
And craves allowance as follows:	
Paid John Rhind, Register	2.80
Balance due Ward.	525.70

State of Maryland, Allegany County, to wit: On this 15th day of July, 1879, before me the subscriber, a Justice of the Peace, in and for Allegany County and State aforesaid, personally appeared Catherine Boose, guardian to Anna M. Boose, and made oath in due form of law, that the aforegoing account is just and true, according to the best of her knowledge and belief. J. Wm. Jones, J.P. Second Account of Catherine Boose, guardian to Ann M. Boose. Filed and sworn to by said guardian this 1st day of September, 1880. Examined, Ratified and confirmed this September 30, 1880. Test: John Rhind, Register.

<u>Second account of Catherine Boose, guardian to Anna M. Boose</u>, of Allegany County, Maryland. This accountant charges herself with the following amounts, to wit:

With the <u>balance</u> due said ward upon settlement of her first account in the Orphans' Court of said County, July 15 th , 1879	\$525.70
With interest on same from July 15th, 1879 to July 15th, 1880	31.54
With cash received from Joseph Knode and George A. Wingert, executors of	
Catherine E. Knode, deceased, being in full of distribution to said Anna M. Boose,	
declared upon settlement of said executors second and final account in the Orphans'	
Court of said County, January 2 nd , 1880.	2.34
	\$559.59
And craves allowance as follows:	
Paid John Rhind, Register	2.25
Guardian's 10 percent commission on \$31.54	3.15
By allowance of balance interest for maintenance and support of said Ward to July	
15 th , 1880, per order of the Orphans' Court of said County aforesaid, September 3 rd ,	
1880	26.14
Balance due Ward.	\$528.05

In the matter of the Estate of Andrew J. Boose, deceased, Order of Court filed June 21, 1881.

Ordered this 21st day of June 1881 by the Orphans' Court of Allegany County that Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, late of Allegany County, deceased, be and they are hereby directed to hand over and pay to John H. Young, Trustee, in accordance with the Will of said deceased, all property due the estate of said Andrew J. Boose, deceased, as shown to be due upon settlement of their fifteenth and final account, filed in the Orphans' Court of said County on the 20th day of June 1881, consisting of Bonds of Agricultural and Mechanical Association of Western Maryland, for \$2,000.00, held by Barney Diller, Administrator of Joseph A. Dilley, as collateral for a loan of \$500, house built on Boose lot on South Liberty Street, Cumberland, valued at \$1,799.44, house bought of Peoples Building Association on leased lot of Boose, on said South Liberty Street, valued at \$2,500.00 and fifteen cents in cash, together with all personal property, books, accounts, notes, bonds, securities and all other evidences of debt that may be in their hands as Executors aforesaid.

> R. Bruce J. D. Armstrong

John H. Young, to Trustee Bond, State of Maryland, filed and approved this 21st day of June 1881. Test: R. Bruce, J. O. C., and J. D. Armstrong, J. O. C.

Know all men by these presents that we John H. Young, J. B. Walton and Chas. A. Seay of Allegany County and State of Maryland are held and firmly bound unto the State of Maryland, aforesaid, in the just and full sum of Four Thousand Dollars current money, of Maryland, to which payment, well and truly to be made and done we bind ourselves, our heirs, executors or administrators, jointly and severally by these presents.

Sealed with our seals and dated this 18th day of June eighteen hundred and eighty-one. Whereas by the last will and testament of Andrew J. Boose, late of Allegany County, in the State of Maryland, deceased, which said will is filed and recorded among the records of the Orphans' Court of said County – that in case of the death of Catherine Boose, wife of said deceased, & which said Catherine Boose departed this life on or about the 12th day of June in the year eighteen hundred and eighty-one. John H. Young is appointed "to act as Trustee for my said children (Anna May and Andrew J. Boose) or the survivor of them until they or said survivor shall arrive at the full age of twenty-one years."

Now therefore the condition of the above obligation is such that if the above bounden John H. Henry shall well and truly perform the office of Trustee under and by virtue of the last will and testament of Andrew J. Boose, late of Allegany County, deceased, and shall in all respects discharge the duties of him required by law as trustees aforesaid, without any injury or damage to any person interested in the faithful performance of said officer then the obligation to be void, it shall otherwise remain in full force and virtue in law.

Signed, sealed and delivered in presence of R. Bruce

John H. Young {Seal} J. B. Walton {Seal} C. A. Seay {Seal} John H. Young, Guardian, to Release George A. Wingert, Administrator of Catherine Boose, late of Allegany County, Maryland.

I, John H. Young, Guardian to Anna M. Boose and Andrew J. Boose, of Allegany County, in the State of Maryland, do hereby acknowledge to have had and received from George A. Wingert, Administrator of Catherine Boose, late of Allegany County, Maryland, deceased, the sum of Seven hundred and thirty five dollars (\$735.00) being in full payment and satisfaction of the sum of Three hundred and sixty-seven dollars and fifty cents (\$367.50) as shown to be due each of said Wards, upon settlement of the Restatement of Accounts of George A. Wingert as Administrator of said, deceased, who was Guardian to Anna M. Boose and Andrew J. Boose aforesaid settled in the Orphans' Court of said County, October 3rd, 1882. And I hereby release and discharge said George A. Wingert, Administrator and said late Guardian, on the securities for either of said Guardian or Administrator from all further responsibility on account of the same.

Given under my hand and seal this 6th day of October, 1882. S. P. Harbaugh John H. Young {Seal} Guardian to Anna M. and Andrew J. Boose

State of Maryland, Allegany County, to wit: I hereby certify that on this 6th day of October in the year eighteen hundred and eighty tow before me the subscriber a Justice of the Peace of said State in and for the County aforesaid, personally appeared John H. Young, Guardian to Anna M. Boose and Andrew J. Boose, and acknowledged the foregoing release to be his act.

S. P. Harbaugh

Petition in the matter of the Estate of A. J. Boose, deceased, for restatement of Executor's Final Account. Filed June 1st, 1883.

To the Honorable the Judges of the Orphans' Court of Allegany County.

The petition of Anne M. Boose and A. J. Boose, children, heirs at law of A. J. Boose, deceased, humbly shows that Hopewell Hebb & Jacob Brengle were duly appointed Executors of the last will & testament of the said A. J. Boose, deceased, and as such filed their bonds and proceeded to administer the estate of said deceased until the 20th day of June, 1881, when they filed their fifteenth and final account as such Executors, which your orators are now advised is wholly wrong and should not be allowed to stand as a final account.

Your petitioners charge & aver that in said account there is a distribution to \$2,000 of Agricultural & Mechanical bonds which have been pledged to the estate of Joseph A Dilly for a loan of \$500, which your petitioners charge was never authorized to be made by your honorable Court or these petitioners, and they charge further, that the said Executors collected the assets of the estate of said deceased and had the same in cash, and without any authority of your Honorable Court or this petitioner invested the same to the amount of two thousand dollars in bonds of The Agricultural & Mechanical Society of Allegany County, Md., that said bonds were not a proper security to invest said money in, that the same was invested without authority, & upon the responsibility of said Executors alone and the same having become worthless, then said Executors by their account above filed such to make the loss of same fall upon your petitioners and the estate of said A. J. Boose, deceased, all of which your petitioners allege is wrong and unjust & they therefore pray your Honors to call upon said Executors to restate said account and charge themselves with said sum of two thousand dollars with all interest that may be due on the same from the date of the last payment as interest thereon, and distribute the same to your petitioners and will now pray so.

Wm. M. Price J. N. Willison for petitioners

The aforegoing petition having been read and considered, it is hereby ordered by the Orphans' Court of Allegany County, this 1st day of June, 1883, that Jacob Brengle and Hopewell Hebb, Executors of Andrew J. Boose, deceased, be cited to be and appear in this Court on the 12th day of June, 1883, to answer said petition, provided a copy of this petition and order be served on said Executors on or before the 5th day of June or ext.

John Coulehan, C. J. O. C. Robert Bruce, J. O. C. J. D. Armstrong, J. O. C.

Copy served on H. Hebb & J. Brengle, June 4th, 1883. J. W. Shuck, Sheriff.

Anna M. Boose to Release Brengle & Hebb, Executors. Filed August 11th, 1883.

This Deed of Release made this tenth day of August eighteen hundred and eighty-three by me, Anna M. Boose, child and heir at law of A. J. Boose, deceased, Witnesseth: that whereas Jacob Brengle and Hopewell Hebb, Executors of the Last Will and Testament of A. J. Boose, have settled their final account as such executors and whereas the said executors managed the said estate with such skill and fidelity that they saved for the benefit of my mother and my brother and myself a considerable estate much of which could not have been saved had not the said Executors acted with such wisdom and good faith, and whereas the said Brengle appeared before the Orphans' Court of Allegany County, Maryland, and advised with them about investing the sum of Two thousand dollars in Bonds of the Agricultural and Mechanical Association of Allegany County, Md. and whereas the Court advised and directed said Brengle to so invest said \$2,000 but by an oversight the order was not entered of record, and whereas the said investment at the time was a wise one and inured for a long time to the benefit of my mother and her children and whereas said investment was made in good faith by said Brengle and whereas said bonds have greatly depreciated in value and are not of much, if any value, and whereas said bonds were hypothecated to enable the taxes on the property held by my mother for life, which has since her death, descended to my brother and myself to be paid, which was done at the request of my mother, and whereas said Executors have in all other respects discharged their duties faithfully and honestly and in justice to them and to the memory of my mother who was consulted by said Executor, I am desirous of releasing the said Executors. Now therefore in consideration of the premises and of the sum of one dollar in hand paid, I, the said Anna M. Boose, do hereby release and forever discharge said Executors from all further responsibility to me in account of said Bonds, or any portion thereof, as well as from all liability to me by said Executors.

Witness my hand and seal. Witness: Andrew Gonder

Anna M. Boose {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this tenth day of August eighteen hundred and eighty three, before me, the subscriber, a Justice of the Peace of the State and County aforesaid, personally appeared Anna M. Boose and acknowledged the foregoing release was her act.

Andrew Gonder, J.P.

Andrew J. Boose to Release Brengle & Hebb, Executors. Filed August 11th, 1883.

This Deed of Release made this tenth day of August in the year eighteen hundred and eightythree by me, Andrew J. Boose, child and heir at law of A. J. Boose, deceased, Witnesseth: that whereas Hopewell Hebb and Jacob Brengle, Executors of the Last Will and Testament of A. J. Boose, deceased, have settled their final account as such executors and whereas the said executors managed the said estate with such skill and fidelity that they saved for the benefit of my mother and my sister and myself a considerable estate much of which could not have been saved had not the said Executors acted with such wisdom and good faith, and whereas the said Jacob Brengle appeared before the Orphans' Court of Allegany County, Md., and advised with them about investing the sum of two thousand dollars in Bonds of the Agricultural and Mechanical Society of Allegany County, Md. and whereas the said Court advised and directed said Brengle to so invest said two thousand dollars (\$2,000) but by an oversight the order was not entered of record, and whereas the said investment at the time was a wise one and inured for a long time to the benefit of my mother and her children, and whereas said investment was made in good faith by said Brengle, and whereas said Bonds have now greatly depreciated in value and are not of much, if any value, and whereas said Bonds were hypothecated to enable the taxes on the property, held by my mother for life, which has since her death, descended to my sister and myself to be paid, which was done at the request of my mother, and whereas said Executors have in all other respects discharged their duties faithfully and honestly and in justice to them and to the memory of my mother who was consulted by said Executor, I am desirous of releasing the said Executors. Now therefore in consideration of the premises and of the sum of one dollar in hand paid, I, the said Andrew J. Boose, do hereby release and forever discharge said Executors from all further responsibility to me in account of said Bonds, or any portion thereof, as well as from all liability to me by said Executors.

Witness my hand and seal. Witness: Andrew Gonder

A. J. Boose {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 10th day of August eighteen hundred and eighty three, before me, the subscriber, a Justice of the Peace of the State and County aforesaid, personally appeared Andrew J. Boose and acknowledged the foregoing release to be his act.

Andrew Gonder, J.P.

First Account of John H. Young, Trustee under the Last Will and Testament of Andrew J. Boose, deceased, to Anna M. Boose, of Allegany County, Maryland.

This accountant charges himself with the following amounts, to wit:

	With cash received from James A. McHenry, rent of house on South Liberty Street,		
	Cumberland, from June 1 st , 1881 to April 1 st , 1882, $\frac{1}{2}$ of \$130.		
	With cash received from H. Lefevre, rent of house on South Liberty Street, Cumberland		
	from April 1 st , 1882 to April 1 st , 1883. $\frac{1}{2}$ of \$150.00	75.00	
	And craves allowance as follows:	\$140.00	
1	Paid D. P. Miller, Insurance 1884, ½ of \$7.00 \$3.50	\$140.00	
2	Paid Joshua Steiner, repairs, ½ of \$20.75 10.375		
3	Paid State and County Taxes, 1882, ½ of \$35.16 10.575		
4	Paid Cumberland City Taxes, 1882, ½ of \$22.17 11.085 Dial Cumberland City Taxes, 1882, ½ of \$22.17 11.085		
5	Paid Cumberland City Taxes, 1883, ½ of \$31.40 15.70		
6	Paid Cumberland Water Rent, 1884, ½ of \$9.00 4.50		
7	Paid H. L. Lefevre & Son, Acct. ½ of \$3.85 1.925		
8	Paid C. A. Leay & Sons, Acct. ½ of \$17.75 8.875		
9	Paid Habig & Leaseve, Repairs ½ of \$4.35 2.175		
10	Paid A. Heanbyefer, Repairs ½ of \$2.001.00		
11	Paid Peter Morgan, Repairs, ½ of \$2.701.35		
12	Paid James Laing, Repairs, ½ of \$1.75 .875		
13	Paid H. L. Lefever & Son, Repairs, ½ of \$1.75 .875		
	Paid John Rhind, Register 5.10		
	Trustees 10 percent comm. on \$140.00 14.00	\$98.911/2	
	Balance due Estate	\$41.081/2	
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Examined, Ratified and Confirmed Sept. 11th, 1883. Test: John Rhind, Register.

First [sic Second] and Final Account of John H. Young, Guardian to Anna M. Boose, of Allegany County, Maryland.

This accountant charges himself with the following amounts, to wit:

	s accountant charges minsen with the following amounts, to wit.		1
	With amount received from George A. Wingert, Administrator of Catherine Boose,		
	deceased, being balance due said Anna Boose upon settlement of On Account of said		
	George A. Wingert, Admin. of Catherine Boose, deceased, aforesaid who was Guardian		
	to said Anna M. Boose, settled in the Orphans' Court of said County, October 3 rd , 1882.		
	With interest on same from Oct. 5 th , 1882 to June 23 rd , 1883		
	With amount of distribution in kind to said Anna M. Boose, declared upon		
	restatement of First and Final Account of George A. Wingert, Administra		
	Boose, deceased, settled in the Orphans' Court of said County, October 3		79.765
	With cash received from Wm. E. H. Campbell, rent of house on South Lik	perty Street,	
	Cumberland from July 1st, 1882 to April 1st, 1883, 1/2 of \$168.75		84.375
	And craves allowance as follows:		\$547.56
1	Paid State and County Taxes, 1881, 1/2 of \$9.04	4.52	
2	Paid State and County Taxes, 1882, 1/2 of \$9.30	5.65	
3	Paid State and County Taxes, 1882, ¹ / ₂ of \$35.16	17.58	
4	Paid Cumberland City Taxes, 1882, ¹ / ₂ of \$22.17	11.085	
5	Paid Cumberland City Taxes, 1883, 1/2 of \$31.40	15.70	
6	Paid Cumberland Water Rent, 1884, ½ of \$9.00	4.50	
7	Paid D. P. Miller, Insurance, 1883, 1/2 of \$7.00	3.50	
8	Paid P. Hein & Co., Material, Repairs, 1/2 of \$15.88	7.94	
9	Paid James L. Mathews, Material, Repairs, 1/2 of \$68.00	34.00	
10	Paid J. D. George, Repairs, ½ of \$10.00	5.00	
11	Paid The Independent, Printing, 1/2 of \$1.25	.625	
12	Paid John Rhind, Acct, 1/2 of \$10.45	5.225	
	Paid John Rhind, Register	3.75	
	Trustees 10 percent comm. on \$100.295	10.02	\$128.095
	Balance due Ward		\$419.465
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Examined, Ratified and Confirmed Sept. 11th, 1883. Test: John Rhind, Register.