

COMPILATION OF
WEYAND DOERNER & RICHARD BENDER
CANAL BOAT MORTGAGES
1870- 1873
WASHINGTON COUNTY, MD

Compiled by
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A. PREFACE

The similarity of the mortgage text over the years suggests that they were copied from one mortgage to the next.

Volunteers and visitors are encouraged to read the enclosed mortgages as their time and interest permits. Feel free to send additional observations for the benefit of other volunteers and visitors.

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September 2018
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Doerner & Bender Canal Boat Mortgages 1870 - 1873, Washington County, MD

| Owner's/Buyer's Name | Book | Page | Date Recorded | Boat's Name | Purchase Cost |
|-------------------------------|--------|------|---------------|------------------|---------------|
| William & Elizabeth Ensminger | McKK 3 | 145 | 11/9/1870 | Charley A. Green | \$1,600 |
| Andrew Snyder | McKK 3 | 709 | 9/11/1871 | Susan Charles | \$1,725 |
| John Seaman | McKK 4 | 241 | 12/9/1871 | New Boat | \$1,840 |
| Samuel B. Little | McKK 5 | 47 | 7/24/1872 | Five Brothers | \$1,700 |
| George H. Brooks | McKK 6 | 111 | 9/18/1873 | Kate Brooks | \$1,480.35 |
| | | | | | |

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 3, p. 145, 11/9/1870.

At the insistence of Weyand Doerner and Richard Bender the following mortgage is recorded November 9th 1870.

This mortgage made this 24th day of October in the year eighteen hundred and seventy by William T. Ensminger and Elizabeth Ensminger, his wife, of Washington County in the State of Maryland. Witnesseth, whereas Weyand Doerner and Richard Bender, partners trading under the name and style of Doerner & Bender, of Allegany County in said State, have this day sold to the said Elizabeth Ensminger a certain Canal Boat called "Charles A. Green" for the sum of seventeen hundred dollars which said sum she is to pay in instalments of thirty-five dollars each for every trip that shall be made by the said Canal Boat from Cumberland to Georgetown, Washington City or Alexandria until the whole of said purchase money with interest from the date of these presents shall be paid. And whereas with a view to secure the payment of the said instalments regularly according to the covenants hereinafter inserted, they the said William T. Ensminger and Elizabeth, his wife, do execute these presents. Now, therefore, the said William T. Ensminger and Elizabeth, his wife, in consideration of the premises, do hereby bargain and sell to the said Weyand Doerner and Richard Bender, partners trading as aforesaid, the said Canal Boat called "Charles A. Green." **Provided**, that if the said Elizabeth Ensminger shall pay to the said Weyand Doerner and Richard Bender, partners trading as aforesaid, the aforesaid installments of thirty-five dollars each as aforesaid with interest from the date of these presents, until the whole amount is paid according to the covenants of the said William T. Ensminger and Elizabeth, his wife, hereinafter inserted, then there presents shall be void, and the said William T. Ensminger and Elizabeth Ensminger, his wife, covenant, promise and agree to and with the said Weyand Doerner and Richard Bender, partners trading as aforesaid, that she will regularly use the said boat on trips from Cumberland to Georgetown, Washington City and Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions upon the Canal and the said William T. Ensminger and Elizabeth Ensminger, his wife, covenant, promise and agree to and with the said Weyand Doerner and Richard Bender, partners trading as aforesaid, to freight and carry coal for the Borden Mining Company at current rates and usages and that she will pay the aforesaid instalments of thirty-five dollars each with interest from the date of these presents until the whole of the purchase money is paid for each and every trip so made and every trip they the said William T. Ensminger and Elizabeth Ensminger, his wife, covenant shall be made. **Provided**, that if default shall be made by the said Elizabeth Ensminger in any of the conditions of this mortgage as aforesaid, it shall be lawful for the said Weyand Doerner and Richard Bender, partners trading as aforesaid, to sell the said Canal Boat called "Charles A. Green," in the City of Cumberland at public auction for cash or upon credit, upon giving ten days public notice by hand-bills set up in said City at least ten days prior to the day of sale, giving notice of the time, place, manner and terms thereof and apply the proceeds of such sale to the payment in the first place, of the expenses that may be incurred in making such sale and then to the payment of the mortgage debt, and the surplus, is any, to pay to the said Elizabeth Ensminger or her executors, administrators or assigns.

Witness our hands and seals.

Attest John Long

Wm. Ensminger {Seal}

E. Ensminger {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 31st day of October in the year eighteen hundred and seventy, before me the subscriber a Justice of the Peace of the State of

Maryland, in and for the County, personally appeared William T. Ensminger and Elizabeth Ensminger, his wife, and each acknowledged the foregoing mortgage to be their respective act.
John Long, Jr. J.P.

State of Maryland, Allegany County, to wit: On this seventh day of November in the year 1870 before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Weyand Doerner and Richard Bender, partners trading under the name and style of Doerner & Bender, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as therein set forth.

Andrew Gonder, J.P.

Maryland, Allegany County, to wit: I hereby certify that Andrew Gonder, Esquire, before whom the foregoing affidavit was made, and whose genuine signature thereto appears, was at the time thereof a Justice of the Peace in and for the State and County aforesaid, duly commissioned and qualified, and authorized by law to administer oaths and take acknowledgements.

In Testimony whereof I hereby subscribe my name and affix the seal of the Circuit Court for Allegany County this 7th day of Nov. 1870.

Horace Resley, Clerk of the
Circuit Court for Allegany County.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 3, p. 709, 9/11/1871.

At the insistence of Doerner & Bender the following mortgage is recorded Sept. 11th 1871.

This mortgage made this 4th day of September in the year eighteen hundred and seventy-one, by Andrew Snyder, of Washington County in the State of Maryland. **Witnesseth**, whereas the said Andrew Snyder is now indebted to Weyand Doerner and Richard Bender, partners trading under the name and style of Doerner & Bender, of Allegany County, in the State of Maryland, in the sum of seventeen hundred and twenty five dollars, balance of the purchase money for the property hereinafter mentioned, which balance he is to pay to the said Weyand Doerner and Richard Bender, partners trading as aforesaid, in installments of thirty-five dollars each for every trip that shall be made by the Canal Boat called "Susan Charles" from Cumberland to Georgetown, Washington City or Alexandria until the whole amount of said balance of purchase money with interest is paid. And whereas with a view to secure the payment of the said instalments regularly according to the covenants of the said Andrew Snyder hereinafter inserted, he doth execute these presents. Now, therefore, the said Andrew Snyder in consideration of the premises, doth hereby bargain and sell to the said Weyand Doerner and Richard Bender, partners trading as aforesaid, the said Canal Boat called "Susan Charles." **Provided**, that if the said Andrew Snyder shall pay to the said Weyand Doerner and Richard Bender, partners trading as aforesaid, the aid installments with interest from the date of these presents until the whole of said balance of purchase money is paid according to the covenants of the said Andrew Snyder, hereinafter set forth, then there presents shall be void, and the said Andrew Snyder covenants to and with the said Weyand Doerner and Richard Bender, partners trading as aforesaid, that he will regularly run the said boat night and day on trips from Cumberland to Georgetown, Washington City or Alexandria without intermission or lying by, except when prevented from getting loading at Cumberland, by strikes of the miners of coal or from unavoidable obstructions upon the Canal. And the said Andrew Snyder further covenants to and with the said Weyand Doerner and Richard Bender, partners trading as aforesaid, to freight or carry coal at current rates and usages and that he will pay the aforesaid instalments of thirty-five dollars each with interest from the date of these presents until the whole of said balance of purchase money shall be paid, for each and every trip so made and each trip he covenants shall be made as aforesaid. **Provided**, that if default shall be made by the said Andrew Snyder in any of the conditions of this mortgage, it shall be lawful for the said Weyand Doerner and Richard Bender, partners trading as aforesaid, are hereby authorized to sell the said Canal Boat in the City of Cumberland at public auction for cash or upon credit, after giving ten days public notice by hand-bills set up in the most public places in said City at least ten days prior to the day of sale, giving notice of the time, place, manner and terms thereof and apply the proceeds of such sale to the payment in the first place, of the expenses that may be incurred in making such sale and then to the payment of the Mortgage debt, and the surplus, if any, to pay to the said Andrew Snyder. Witness my hand and seal.

Attest: H. H. Hobrock

Andrew Snyder {Seal}

State of Maryland, Allegany County, to wit: I hereby certify, that on this 4th day of September in the year eighteen hundred and seventy-one, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Andrew Snyder and acknowledged the foregoing mortgage to be his act and at the same time before me also personally appeared Richard Bender, one of the mortgagees in said Mortgage named and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

Herman H. Hobrock, J.P.

Maryland, Allegany County, to wit: I hereby certify that Herman H. Hobrock, Esquire, before whom the foregoing acknowledgement was made, and whose genuine signature thereto appears, was at the time thereof a Justice of the Peace in and for the State and County aforesaid, duly commissioned and qualified, and authorized by law to administer oaths and take acknowledgements.

In Testimony whereof I hereby subscribe my name and affix the seal of the Circuit Court for Allegany County this 8th day of Sept. 1871.

Horace Resley, Clerk of the
Circuit Court for Allegany County.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 4, p. 241, 12/9/1871.

At the insistence of Doerner & Bender the following mortgage is recorded December 9th 1871.

This mortgage made this 2nd day of November in the year of our Lord 1871, between Weyand Doerner and Richard Bender, partners doing business under the name of Doerner & Bender, of Allegany County in the State of Maryland of the first part and John Seaman of Washington County in the State of Maryland of the second part. **Witnesseth**, whereas the said Doerner & Bender has this sold to the said John Seaman the Canal Boat called "New Boat" at and for the sum of Eighteen Hundred & Forty Dollars which the said John Seaman is to pay unto the said Doerner & Bender and their assigns in installments of thirty-five dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City until the entire purchase money is paid with interest from date crediting the respective payments therein 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 John Seaman shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done and to receive the loads of said boat promptly at each trip with the coal of such company or person, as said Doerner & Bender or their assigns shall direct and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City and to keep said boat in proper repair all of which said stipulations the said John Seaman hereby covenants and agrees with the said Doerner & Bender and their assigns to fulfill and perform. **And Whereas** the said John Seaman is anxious to secure unto the said Doerner & Bender and their assign, the regular and due payment of each and every instalment of said purchase money and also to secure to the said Doerner & Bender and their assigns the regular, prompt and due performance of the covenants aforesaid, the said John Seaman is willing to execute these presents. **Now this Indenture Witnesseth** that the said John Seaman for and in consideration of the premises, hath granted, bargained and sold unto the said Doerner & Bender the Canal Boat called "New Boat" to have and to hold the same forever. **Provided**, nevertheless that if the said John Seaman shall well and truly pay unto the said Doerner & Bender of their assigns the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid until the whole shall be fully paid, and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void, otherwise to remain in full force and virtue in law. And this Indenture further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said John Seaman 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 named in this mortgage, then and in either event the said Doerner & Bender or their assigns, is hereby authorized to take immediate possession of said Canal Boat and after ten days notice thereof in a public newspaper printed in Cumberland City to sell said boat at public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due the said Doerner & Bender or their assigns, and if there be any overplus, the said Doerner & Bender or their assigns are to pay the same to the said John Seaman or his assigns.

In witness whereof, the said John Seaman hath subscribed his name and affixed his seal.

Test Andrew Gonder

John Seaman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify, that on this 2nd day of November in the year of our Lord 1871, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared John Seaman and acknowledged the foregoing mortgage to be his act.
Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified, that on this 2nd day of November 1871, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Richard Bender, one of the firm of Doerner & Bender, the mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof I hereunto subscribe my name on the day and year aforesaid.
Andrew Gonder, J.P.

Maryland, Allegany County, to wit: I hereby certify that Andrew Gonder, Esquire, before whom the foregoing Affidavit was made, and whose genuine signature thereto appears, was at the time thereof a Justice of the Peace in and for the State and County aforesaid, duly commissioned and qualified, and authorized by law to administer oaths and take acknowledgements.
In Testimony whereof I hereby subscribe my name and affix the seal of the Circuit Court for Allegany County this 6th day of December 1871.

Horace Resley, Clerk of the
Circuit Court for Allegany County.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p. 47, 7/24/1872.

At the insistence of Doerner & Bender the following mortgage is recorded July 24th 1872.

This Indenture made this 15th day of July in the year of our Lord 1872, between Weyand Doerner and Richard Bender of Allegany County in the State of Maryland, of the first part and Samuel B. Little of Washington County in the State of Maryland of the second part. **Witnesseth**, whereas the said Samuel B. Little has this sold to the said Doerner & Bender the Canal Boat called “Five Brothers” at and for the sum of Seventeen Hundred dollars which the said Samuel B. Little is to pay unto the said Doerner & Bender and their assigns in installments of forty dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City until the entire purchase money is paid with interest from date crediting the respective payments therein 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 Samuel B. Little shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done and to receive the loads of said boat promptly at each trip with the coal of such company or person, as said Doerner & Bender or their assigns shall direct and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City and to keep said boat in proper repair, all of which said stipulations the said Samuel B. Little hereby covenants and agrees with the said Doerner & Bender and their assigns to fulfill and perform. **And Whereas** the said Samuel B. Little is anxious to secure unto the said Doerner & Bender and their assign, the regular and due payment of each and every instalment of said purchase money and also to secure to the said Doerner & Bender and their assigns the regular, prompt and due performance of the covenants aforesaid, the said Samuel B. Little is willing to execute these presents. **Now this Indenture** Witnesseth that the said Samuel B. Little for and in consideration of the premises, hath granted, bargained and sold unto the said Doerner & Bender the Canal Boat called “Five Brothers” to have and to hold the same forever. **Provided**, nevertheless that if the said Samuel B. Little shall well and truly pay unto the said Doerner & Bender of their assigns the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid until the whole shall be fully paid, and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void, otherwise to remain in full force and virtue in law. And this Indenture further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Samuel B. Little 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 named in this mortgage, then and in either event the said Doerner & Bender or their assigns, is hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City to sell said boat at public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due the said Doerner & Bender or their assigns, and if there by any overplus, the said Doerner & Bender or their assigns are to pay the same to the said Samuel B. Little or his assigns.

In witness whereof, the said Samuel B. Little hath subscribed his name and affixed his seal.

Test H. J. Flanagan

Samuel B. Little {Seal}

State of Maryland, Allegany County, to wit: I hereby certify, that on this 20th day of July in the year of our Lord 1872, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for

Allegany County, appeared Samuel B. Little and acknowledged the foregoing mortgage to be his act.
H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified, that on this 20th day of July 1872, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Richard Bender, one of mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 6, p. 111, 9/18/1873.

At the insistence of Doerner & Bender the following mortgage is recorded September 18th 1873.

This Mortgage made this 10th day of September in the year eighteen hundred and seventy-three by George H. Brooks of Washington Maryland. **Witnesseth**, the said George H. Brooks is now indebted unto Weyand Doerner and Richard Bender (partners trading under the firm name and style of Doerner & Bender) of Allegany County, Maryland in the sum of fourteen hundred and eighty dollars and thirty five cents balance of the purchase money for the Canal Boat hereinafter mentioned which sum the said George H. Brooks is to pay to the said Weyand Doerner & Richard Bender, partners trading as aforesaid, in installments of thirty-five dollars each for every trip that may be made by the Canal Boat called "Kate Brooks" from Cumberland to Georgetown, Washington City, or Alexandria until the whole of said balance of purchase money with interest is paid. **And whereas** with a view to secure the payment of the said instalments regularly according to the covenants hereinafter inserted, the said George H. Brooks doth execute these presents. Now therefore in consideration of the premises the said George H. Brooks doth hereby bargain and sell unto the said Weyand Doerner & Richard Bender, partners trading as aforesaid, the Canal Boat called "Kate Brooks." **Provided**, that if the said George H. Brooks shall pay to the said Weyand Doerner and Richard Bender, parties trading as aforesaid, the said installments of thirty-five dollars each as aforesaid with interest from the date of these presents until the whole of said purchase money shall be paid according to the covenants of the said George H. Brooks hereinafter set forth then this mortgage shall be void. And the said George H. Brooks covenants to and with the said Weyand Doerner and Richard Bender, partners trading as aforesaid, that he the said George H. Brooks will regularly run the said boat night and day on trips from Cumberland to Georgetown, Washington City or Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions upon the Canal and the said George H. Brooks further covenants to and with the said Weyand Doerner and Richard Bender, partners trading as aforesaid, to freight or carry coal at current rates and usages and that he will pay the aforesaid instalments of thirty-five dollars each with interest from the date of these presents until the whole of said balance of purchase money shall be paid for each and every trip so made and for each trip he covenants shall be made. **Provided** that if default shall be made by the said George H. Brooks in the payment of the money aforesaid or the interest thereon at the times or in the manner aforesaid or breach of any covenant herein contained then it shall be lawful for the said Weyand Doerner and Richard Bender, partners trading as aforesaid, to sell the said Canal Boat in the City of Cumberland at public auction for cash or upon credit, after giving ten days public notice by hand bills set up at the most public places in said City at least ten days prior to the day of sale giving notice of the time, place, manner & terms thereof and apply the proceeds of such sale to the payment in the first place of the expenses that may be incurred in making such sale and then to the payment of the mortgage debt and the surplus, if any, to pay to the said George H. Brooks, his executor, administrators or assigns.

Witness my hand and seal

Test J. M. Strong

G. H. Brooks {Seal}

State of Maryland, Allegany County, to wit: I hereby certify, that on this 12th day of September in the year eighteen hundred and seventy-three, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared George H. Brooks and acknowledged the foregoing mortgage to be his act. And at the same time before me also personally appeared Weyand Doerner, one of the firm name and style of Doerner & Bender, and made oath in due form of law that

the consideration in said mortgage is true and bona fide as therein set forth.

J. M. Strong, J.P.

Maryland, Allegany County, to wit: I hereby certify that Joseph M. Strong, Esq., before whom the above acknowledgement and affidavit was made, and whose genuine signature thereto appears, was at the date thereof a Justice of the Peace of the State of Maryland in aforesaid County, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgements. In Testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County this 12th day of September 1873.

Horace Resley, Clerk of the
Circuit Court for Allegany County.