

JACOB SNIVELY FAMILY HISTORY
and
BENJAMIN BEAN FAMILY HISTORY

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Jacob Snively & Benjamin Bean Family History

PREFACE

A table of vital statistics for the Snively 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.

The John Snively information came from various sources in Ancestry.com.

The name Snively was sometimes spelled Shuebly, Schnebly, Schnebele or Snibly. I have tried to retain the original spelling with the correction in brackets. The use of parenthesis was as in the original article, whereas I have used brackets to provide my comments or clarifications.

Because so much of this family history occurred before the Civil War, I have included vignettes of some of the men who interacted with Jacob Snively. If the reader finds that distracting, just skip over those stories. Some vignettes may be hard to read, this is a history. The reader will also note the several times when Jacob Snively's transactions included relatives.

One of the men whose name kept cropping up was that of Benjamin Bean, who owned a hotel and Tavern on Main Street. The Sheriff routinely held Sheriff's Sales at the Bean house, hotel or Tavern, as it was variously noted. Benjamin Bean's son, also named Benjamin [b. 1802] married Minerva Reseley in 1837. Minerva Reseley [b. 1817] was Jacob Snively's granddaughter. With only 271 residents in Hancock in 1820, Jacob Snively was related to many of them or had a business relationship. This is really turning into a History of Hancock.

All the Hagerstown, Md. newspapers were found on microfilm at the Washington County Free Library, Hagerstown, Md. Other newspapers were found on-line.

This report includes the research on the Bean family by Rich Rossin, rjrossin@optonline.net. Rich wrote a separate Bean Family History; those results have been incorporated in this report.

This revision includes an expansion of the Arthur Blackwell Family Statistics, gleaned from a separate report on that family.

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

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John Snively moved to Shady Grove, Antrim Twp., Franklin Co., (then western Lancaster Co.) Pa., just east of present Greencastle, with his father about 1731-34, shortly before or after the death of his mother. He married Levina French in 1743, probably in Antrim Twp., where they were living in 1766, when he was one of the executors of his father's estate there. Sometime between then and 1769, he and his family moved to Frederick, Co., Md., near Hancock and the Pennsylvania line.

Here he purchased a 313 acre plantation, "Fair Weather," Sept. 5, 1769. He also changed the spelling of his name to Snavelly, the more common spelling in Maryland, although the next generation changed it back to Snively. That part of Frederick Co. in which his plantation was located became Washington Co. in 1776. He later acquired additional tracts of land: "Tonoloway Lick," in 1785 (100 acres) patented to James Dickson Aug. 24, 1747, on the west side of Little Tonoloway about two miles above its confluence with the Potomac River; "Well Wisher," (50 acres) patented to William Dawson, Oct. 30, 1760, adjoining "Tonoloway Lick"; "Caledonia" (3,910 acres) patented to George F. Hawkins, Oct. 31, 1765; and still later "Roseburgh's Delight" adjacent to "Tonoloway Lick," where he and his family lived.

From these large land holdings and mention in his will of grist and saw mills, as well as considerable personal cash and property, he was evidently a prosperous man. He became ill and wrote his last Will & Testament on Jan. 24, 1791. He died on Dec. 31, 1791 and his Will was recorded on Jan. 21, 1792.¹ John had two sons: Michael Snavelly and Jacob Snavelly, [Sr.] [*sic.* Snively], who in turn sold the inherited land called "Cold Weather" to Martin Bair on April 7th 1792 in consideration of £10.²

Jacob Snively, Sr. was born in 1763. He married Eve Hays, in 1785. They had six children: Mary Snively, b. 1787; George Snively, b. 1792; Rachel Snively, b. 1794; John Snively, b. 1796; Effie Snively, b. 1800; and Jacob Snively, Jr., b. 1802. Jacob Snively, Sr. became ill and on June 28, 1802, made his last will and testament, transcribed at the back of this report. From that last will and testament we list Jacob Snively, Sr.'s children. This family history is about Jacob Snively, Jr. and Benjamin Bean, [Jr.]

Jacob Snively, Jr., was born June 28, 1802 in Maryland. Jacob Snively, Sr. died on Aug. 2, 1802, leaving a wife and six children; Jacob Snively, Jr. being a new-born infant. Eve Snively had Jacob Snively, Sr.'s last Will recorded on June 4th 1803.³

Benjamin Bean, [Sr.] was living on Licking Creek, Washington County, in Jan. 1803, when he offered a \$20 reward for the return of a light chestnut sorrel STUD HORSE stolen from his parked wagon in front of Hildebrand's Tavern, Frederick.⁴ For returning both the horse and thief the reward was \$40. A description of the horse was given. There are no records that indicate Benjamin or his son were ever named "Sr." or "Jr." however, to help the casual reader, I have elected to use [Sr.] or [Jr.] as appropriate

On Oct. 4, 1806, the heirs of Jacob Snively, Sr., [unlisted] purchased one equal third part of an undivided tract of land called "Roseburg's Delight" for \$221.67, from William Flint.⁵ Presumably, this is where Jacob Snively, Jr. grew up.

¹ Washington County Courthouse, Hagerstown, MD, Will Book A, p. 267, 1/21/1792.

² Washington County Courthouse, Hagerstown, MD, Deed Book G, p. 659, 4/7/1792.

³ Washington County Courthouse, Hagerstown, MD, Will Book B, p. 10, 6/4/1803.

⁴ *Maryland Herald & Hagerstown's Advertiser*, Hagerstown, Md. newspaper, Wednesday, 2/9/1803, p. 4.

⁵ Washington County Courthouse, Hagerstown, MD, Deed Book S, p. 404, 10/7/1806.

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Jacob Snively's sister, Mary Snively [age 22], married John Resley [age 20], on Nov. 10, 1809.

The 1810 census reported Eve Schnebly [*sic.* Snively] as living in Linton Hundred, Washington County, Md.⁶ There were 6 in the household, daughter Mary Snively having married John Resley the previous year and presumably moved out.

Lloyd H. Barton married Frances Bean on Mar. 28, 1815.

Benjamin Bean, [Sr.] bought property in Washington County in 1817 and 1818. He also bought the three Lots No. 28, 29 & 30, containing ½ acre of ground each, fronting 66 feet on Main Street and running back, North, 330 feet, for the sum of \$500.⁷

The population in Hancock, in 1820, was 271.⁸ The 1820 census listed Eve Schnebly [*sic.* Snively] as living in District 5 [Hancock], Md.⁹ The household included 3 free white persons.

The 1820 census also reported Benjamin Bean, [Sr.] as living in Hancock, Md.¹⁰ The household included 12 free white persons and 6 slaves. After Benjamin's death in 1821; his son, also named Benjamin, continued to run the hotel. Benjamin Bean [Jr.] married Minerva Resley [b. 2/16/1817] on Nov. 12, 1837. They had five children: Elwood [b. 1839], Mary [b.1840], Ellen [b. 1842], Frances [b. 1845] and Charles [b.1846]. Benjamin and Minerva continued to live in Hancock. Benjamin died on April 8, 1847 and Minerva died in 1857. Their obituaries have not been found.

The 1820 census also reported Lloyd H. Barton as living in Hancock.¹¹ The household consisted of two children under age 10; Lloyd H. Barton, age 34; Frances Barton, age 25; and 1 female slave under 14 years of age, totaling 5 persons. Note: The specific ages of Lloyd and Frances came from sources other than the 1820 census.

In April 1820, Andrew Goulding advertised that he had taken the Union Inn, formerly occupied by Mr. Brosius, in Hancock.¹² A good careful Hostler, and Choice Liquors were provided. The advertisement started on April 11 and ran for 8 weeks.

That fall, John Brosius, of Hancock, offered a ten dollar reward for a run-away mulatto man named Henry Williams, the property of Daniel and Peter Nead, by occupation a Tanner and Currier.¹³ The run-away was described as well as his clothes – he could speak German tolerably well.

On Feb. 14, 1821, Benjamin Bean, [Sr.], in consideration of \$300, sold a portion of his Lot No. 28 to Samuel I. Gregory, commencing at the East corner of the S. I. Gregory shop adjoining Lot No. 27 and extending West forty five feet & seven inches, to the West corner of the said S. I. Gregory house, thence

⁶ 1810 Census, Maryland, Washington County, Linton Hundred, p. 518.

⁷ Washington County Courthouse, Hagerstown, MD, Deed Book CC, p. 488, 3/11/1818.

⁸ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 6/17/1830, p. 3.

⁹ 1820 Census, Maryland, Washington County, District 5, enumerated on 8/7/1820, p. 144.

¹⁰ 1820 Census, Maryland, Washington County, Hancock District, enumerated on 8/7/1820, p. 146.

¹¹ 1820 Census, Maryland, Washington County, Hancock District, enumerated on 8/7/1820, p. 146.

¹² *Maryland Herald and Weekly Advertiser*, Hagerstown, Md., newspaper, Tuesday, 4/11/1820, p. 3.

¹³ *Maryland Herald and Weekly Advertiser*, Hagerstown, Md., newspaper, Tuesday, 11/21/1820, p. 3.

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to the depth of the original Lot [330 feet].¹⁴ Apparently, Samuel I. Gregory had been permitted to build a shop/house, fronting on Main Street 45'-7", on land he did not own and then bought the land from Benjamin Bean, [Sr.] Elizabeth Bean, wife of Benjamin Bean, willingly gave up her dower right to the land, per the deed.

Benjamin Bean, [Sr.], wrote his last will and testament on July 2, 1821, then he died on July 28, 1821, in Hancock, and was subsequently buried in Brent's Cemetery, there in Hancock. His will was witnessed by Thomas C. Brent, Jacob Snively and Arthur Blackwell, whose names will crop up often in this family history. Benjamin Bean, [Sr.]'s Last Will and Testament is appended to this report and documents the names of his wife and seven children. Note that Elizabeth Bean declined her role as executrix and deferred to their son, Benjamin Bean, [Jr.]¹⁵

In April 1822, Andrew Goulding, of the Union Inn, Hancock, advertised that he had leased a Tavern previously kept by Mrs. Stephens and solicited his old friends and customers, and the public in general, for a share of their patronage.¹⁶

In August 1822, Jacob Brosius, Sr. advertised for sale that well-known TAVERN STAND in Hancock, Md., with two lots, now occupied by Mr. Joseph Graves.¹⁷ The house had sixty feet in front and ran back twenty-two feet, with a stable, sheds, blacksmith's shop, wagon yard and a never-failing well of water to the rear.

On Nov. 14, 1822, in consideration of \$500, Jacob Snively bought 8+ acres of land in Washington County, Md., including the buildings, orchards, water courses, hereditaments and appurtenances whatsoever to the premises, from Andrew and Elizabeth Newcomer.¹⁸

Sheriff J. V. Swearingen held a Sheriff's Sale on Wednesday, March 17, 1824, at Mr. Bean's Tavern, in Hancock, and sold all Anthony Bridendall's interest in 33 acres of land called "Mountain Spring."¹⁹

Sheriff J. V. Swearingen held a Sheriff's Sale at the house of Benjamin Bean, in Hancock, on Thursday, April 15, 1824; a negro man named Robert belonging to David Barnett, a negro girl named Jinny belonging to Henry Otto's Executors and a negro boy named Henry belonging to John Young were sold.²⁰ The advertisement ran for four weeks. On June 8, 1824, Jacob Snively and 6 other landowners gave NOTICE forewarning all persons to not hunt on their land; trespassers would be prosecuted to the full extent of the law.²¹

Arthur Blackwell, age 38, married Margaret L. Hunter, age 20, on Nov. 23, 1825 in Fauquier County, Virginia.

¹⁴ Washington County Courthouse, Hagerstown, MD, Deed Book FF, p. 20, 2/19/1821.

¹⁵ Washington County Courthouse, Hagerstown, MD, Will Book C, p. 161, 11/23/1821.

¹⁶ *Maryland Herald and Weekly Advertiser*, Hagerstown, Md., newspaper, Tuesday, 4/2/1822, p. 3.

¹⁷ *Maryland Herald and Weekly Advertiser*, Hagerstown, Md., newspaper, Tuesday, 8/20/1822, p. 3.

¹⁸ Washington County Courthouse, Hagerstown, MD, Deed Book FF, p. 1032, 11/23/1822.

¹⁹ *Maryland Herald and Weekly Advertiser*, Hagerstown, Md., newspaper, Tuesday, 2/24/1824, p. 3.

²⁰ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Tuesday, 3/23/1824, p. 4.

²¹ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Tuesday, 6/8/1824, p. 3.

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Alexander Neill, Sheriff, held a Sheriff's Sale on March 15, 1826, at the Tavern of Benjamin Bean, in Hancock, of all the interest of Henry Rowland in a part of a tract of land called "John & Davy," lying near Hancock, containing 223½ acres, more or less.²²

Sheriff A. Neill held a Sheriff's Sale at the house of Benjamin Bean, in Hancock, on Mar. 22, 1826; a tract of land containing 22 acres was sold.²³ It appears that the house and/or tavern of Mr. Bean was a well-known establishment in Hancock during the 1820s. We can suspect that there was a place of public viewing outside the establishment where these sales were held.

In consideration of \$86.73, Jacob Snively bought a lot of household goods and stuff from James W. Westbay, on March 4, 1826.²⁴ Both lived in Washington County, Md. Then, on March 27th 1826 at a County Court, Henry Wells recovered a judgment against Benjamin Bean in the amount of \$134.70, plus \$5.87 in costs and charges.²⁵ Apparently Benjamin Bean did not pay the judgment as we will see in 1836.

Henry A. Leonard was appointed a Constable for District No. 5 for 1826 by the Levy Court for Washington County.²⁶

Jacob Snively loaned Joseph Boone \$277.34 on June 7, 1826, using Joseph Boone's home and half lot as collateral.²⁷ The loan was to be repaid by Dec. 6. 1827.

A newspaper reported: We understand that the barn of Mr. Jacob Snively, in the neighborhood of Green-Castle, was struck by lightning on Tuesday night last, and burnt down, with all its contents, consisting of the principal part of his last crop.²⁸

Then on Wednesday, Sept. 6, 1826, in Prince William County, Virginia, Jacob Snively, of Hancock, married Harriet Blackwell, daughter of D. Blackwell, Esq.²⁹ He was 24 years old; she was 28 years old. How Jacob met and courted Harriet remains unknown.

On Jan. 6, 1827, Jacob Snively loaned Barnhart Nunemaker \$59.63, with lot number 55 in the town of Clear Spring, with appurtenances, as collateral; the principal and interest to be paid on August 1, 1828.³⁰ The debt was paid off, with interest, on or before September 29, 1828 and the mortgage released.³¹

Alexander Neill, Sheriff, held a Sheriff's Sale of about 100 acres of land lying on the Turnpike road about five miles West of Hancock, the sale to be held on March 23, 1827 at the Tavern of Joseph Graves.³² The advertisement was first run on March 1, 1827 and ran for 3 weeks.

²² *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Tuesday, 2/21/1826, p. 3.

²³ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Tuesday, 3/7 & 3/14/1826.

²⁴ Washington County Courthouse, Hagerstown, MD, Deed Book HH, p. 839, 3/9/1826.

²⁵ Washington County Courthouse, Hagerstown, MD, Deed Book IN 6, p. 388, 11/28/1851.

²⁶ *The Torch Light and Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 5/4/1826, p. 2.

²⁷ Washington County Courthouse, Hagerstown, MD, Deed Book HH, p. 1096, 6/28/1826.

²⁸ *The Torch Light and Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 8/17/1826, p. 3.

²⁹ *The Torch Light and Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 9/14/1826, p. 3,

³⁰ Washington County Courthouse, Hagerstown, MD, Deed Book II, p. 171, 1/24/1827.

³¹ Washington County Courthouse, Hagerstown, MD, Deed Book KK, p. 321, 9/30/1828.

³² *The Torch Light and Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 3/15/1827, p. 4.

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The books of subscription to the capital stock of the Chesapeake and Ohio Canal Company were to be opened at Hancock, Md., on Monday, Oct. 1, 1827, and would continue open from day to day under the direction of John Johnson and Benjamin Bean. The amount of each share was \$100 in current money, of which \$1 was to be paid at the time of subscription and the balance due in installments, at least one-third being demandable in any one year.³³

The Jackson Committee of Vigilance met in Hagerstown on Saturday, Sept. 15, 1827, and elected four persons to represent the County in the next General Assembly. Jacob Snively was one of three District No. 5 delegates to the meeting.³⁴ All seven districts sent 3 delegates to the meeting.

On Jan. 17, 1828, John Brosius, of Hancock, offered a \$20 reward for the return of a run-away negro man, named JACOB TURNER, who departed on Friday Jan. 11th instant. A physical description and itemization of his clothing were given in the advertisement, which ran three weeks.³⁵

Abraham Canosdol offered a \$10 reward for the return of a *flesh colored Calf-Skin* POCKET BOOK containing \$95 and several notes. Finder could collect the reward by leaving the pocket book with Mr. James Shoaff in Williamsport or Mr. Benjamin Bean in Hancock.³⁶

Henry A. Leonard was re-appointed one of two Constables for District No. 5 on May 5, 1828.³⁷

Ann Louisa Snively was born on Oct. 14, 1828 to Jacob and Harriet Snively; their first child.

Jacob Snively became the Executor for the Samuel Downey estate and held a public sale at the late residence of Samuel Downey on Jan. 8, 1829.³⁸ The advertisement ran for three weeks.

In March, 1829, David Barnett offered himself as a candidate for the Sheriffalty.³⁹ That same month, the Governor of Maryland appointed Benjamin Bean and Arthur Blackwell as 5th District Justices.⁴⁰ In Nov. 1829, Jacob Snively was appointed to the Petit Jury of the Washington County Court.⁴¹

Mr. Henry A. Leonard, of Hancock, married Miss Mary Ann Duckett, of Hagerstown, on Tuesday last [June 9, 1829], by the Rev. Mr. Smith.⁴² Later that year, Henry A. Leonard became the Administrator for the William Johnson estate.⁴³ All creditors were to exhibit their claims on or before May 26, 1830 to benefit from the estate sale.

In November 1829, a newspaper ran the following, excerpted, advertisement: “**A CARD** – The subscribers to ‘THE BANNER AND WEEKLY ADVERTISER’ (a newspaper to be published at

³³ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 9/6/1827, p. 4.

³⁴ *The Torch Light and Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 9/20/1827, p. 2.

³⁵ *The Torch Light and Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 1/17/1828, p. 3.

³⁶ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 3/27/1828, p. 2.

³⁷ *The Torch Light and Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 5/8/1827, p. 2.

³⁸ *The Torch Light and Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 12/25/1828, p. 3.

³⁹ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 3/5/1829, p. 3.

⁴⁰ *The Mail*, Hagerstown, Md., newspaper, Friday, 3/8/1829, p. 2.

⁴¹ *The Mail*, Hagerstown, Md., newspaper, Friday, 11/22/1829, p. 2.

⁴² *The Torch Light and Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 6/11/1829, p. 3.

⁴³ *The Torch Light and Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 11/26/1829, p. 3.

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Williamsport, in this county,) are respectfully informed that the first number of the newspaper will be issued on *Saturday the 2nd day of January next*. . . The paper will be published weekly, on a super-royal sheet, at two dollars per annum, payable half-yearly in advance. Those who [are] desirous of subscribing will please call at the different public places in . . . Mr. J. Snively's Store, Hancock . . . where subscription papers are left."⁴⁴ In that same month, Christian Newcomer, Jr., offered himself again for the Sheriffalty.⁴⁵ The announcement started on Nov. 10, 1828 and ran weekly until at least Mar. 11, 1830.

Sheriff Christian Newcomer held a Sheriff's Sale at the house of Benjamin Bean, on Dec. 23, 1829, under a Court order against Henry Wells; a negro girl was sold.⁴⁶ In that same newspaper issue, Jacob Snively gave notice that he had been appointed Administrator on the personal estate of Samuel Downey.⁴⁷ The Jan. 8, 1829 sale may have been cancelled, or there were left-over item to be sold.

The 1830 census reported Benjamin Bean as living in Hancock, Md.⁴⁸ The household included 9 free white persons and 6 slaves. The population of Hancock in 1830 was 367, an increase of 96 over that of 1820.⁴⁹

Under the heading: **MARRIED**, it was reported that Rev. George Greeting, married Mr. George Snively [*sic* Snively] to Miss Eliza Baker on Tuesday, June 1, 1830.⁵⁰ I think that was Jacob Snively's oldest brother, George Snively.

Sheriff Christian Newcomer held a Sheriff's Sale at the house of Benjamin Bean in the Town of Hancock, on July 7, 1830; a tract of land, called "Pine Flat," containing 166 acres, about 5 miles West of Hancock and 1 mile from Dowler's Tavern, was sold.⁵¹ Brinsmade & Snively and Jacob Snively had brought suit against William Craig.

The origin of the firm of "Brinsmade & Snively" is uncertain. James Beebe Brinsmade [b. 5/1/1824] lived in New York, married Jennie N. Newman on Oct. 12, 1854 in Albany, NY, they had seven children together, all born in New York, and James died on Jan. 3, 1884 in Brooklyn, New York. So how and why did Brinsmade & Snively establish a business relationship?

David Barnett had financial difficulties and Sheriff Christian Newcomer held a Sheriff's Sale at the Barnett residence on Wednesday, Feb. 2, 1831. The David Barnett property sold included 1 farm wagon, 6 horses, 10 cattle, 3 stacks of hay, wood work of a new wagon, 30 or 40 acres of grain in the ground, 4 sets of harness and 2 ploughs.⁵² In the same advertisement. Sheriff Christian Newcomer held a Sheriff's Sale at the house of Benjamin Bean, in Hancock, on Feb. 5, 1831. The Henry Wells property sold included: *1 Negro Man, Boy and Girl, one HOUSE and Lot of Ground, situated in the Town of Hancock, and his [Henry Wells'] right and interest in a Tavern Property, situated about 6 miles East of Hancock on the Turnpike road*. The advertisement started on Jan. 13, 1831 and ran for three weeks.

⁴⁴ *The Torch Light and Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 11/26/1829, p. 4.

⁴⁵ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 3/11/1830, p. 5.

⁴⁶ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Tuesday, 12/10 & 12/17/1829.

⁴⁷ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Tuesday, 12/17/1829, p. 4.

⁴⁸ 1830 Census, Maryland, Washington County, District 5, p. 167.

⁴⁹ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 6/17/1830, p. 3.

⁵⁰ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 6/17/1830, p. 3.

⁵¹ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Tuesday, 6/24/1830, p. 4.

⁵² *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Tuesday, 1/20/1831, p. 4.

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A newspaper reported that the Governor had appointed Benjamin Bean one of twelve Magistrates for District No. 5.⁵³

Starting on June 10, 1831, John Loughlin, of Greencastle, Pa., advertised that he had left an assortment of cradles, made of steamed and bent wood of the best quality and fixed with iron braces in the most substantial manner and best approved plan, at several place; one of which was with Jacob Snively – Hancock.⁵⁴ The advertisement ran for 4 weeks.

Starting on July 6, 1831, an advertisement appeared in the newspaper for “*Specific Ointment* and ANTI-BILIOUS PILLS, prepared by CHARLES RICE, Williamsport, Md. THE ABOVE MEDICINES are for sale at . . . J. Snively’s Store, Hancock . . .”⁵⁵ The advertisement ran for over 37 times in the weekly newspaper, giving J. Snively’s store a lot of exposure and perhaps business.

Jacob Snively was the Executor to the estate of George Schnebly [*sic* Snively?] and was ordered by the Washington County Court, as a Court of Equity, July Term, 1831, to sell the real estate. By August 18th, 1831, Jacob Snively had sold the property for \$351.60 and reported to the Court; the sale to be confirmed, unless cause be shown to the contrary, on or before the 3rd Monday of July 1832.⁵⁶ A record of the sale has not been found.

Jacob Snively and Benjamin Bean were 2 of 25 men selected as Petit Jurors for the Washington County Court, November Term, 1831.⁵⁷

On Jan. 25, 1832, in consideration of \$181, David Barnett sells all his goods, household stuff and furniture to Jacob Snively.⁵⁸ The schedule includes livestock and 4 sets of harness along with the household stuff. Apparently, that sale was insufficient to pay off David Barnett’s debts; William H. Fitzhugh, Sheriff, advertised for a Sheriff’s Sale on Saturday, March 17th 1832, of David Barnett property, consisting of 272 acres of land with a two story log house (occupied as a Tavern), log barn and other necessary buildings thereon, situated 2 miles East of Hancock, on the Turnpike road leading to Wheeling.⁵⁹ Mr. Barnett’s creditors included Jacob Snively and Brinsmade & Snively, and others. The advertisement ran for 4 weeks. The sale was postponed to Saturday, May 19th, 1832.⁶⁰ The sale was postponed to Saturday, April 27, 1833.⁶¹ The sale was postponed to Saturday, Nov. 23, 1833.⁶² The sale was again postponed to Friday, Dec. 20, 1833.⁶³ The sale was rescheduled to Wednesday, Oct. 1, 1834.⁶⁴

⁵³ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Tuesday, 2/10/1831, p. 4.

⁵⁴ *The Mail*, Hagerstown, Md., newspaper, Friday, 6/10/1831, p. 3.

⁵⁵ *The Torch Light And Public Advertiser*, Hagerstown, Md., Wednesday, 7/6/1831, p. 3.

⁵⁶ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 8/25/1831, p. 3.

⁵⁷ *The Mail*, Hagerstown, Md., newspaper, Friday, 11/25/1831, p. 3.

⁵⁸ Washington County Courthouse, Hagerstown, MD, Deed Book MM, p. 827, 1/31/1832.

⁵⁹ *The Mail*, Hagerstown, Md., newspaper, Friday, 3/2/1832, p. 3.

⁶⁰ *The Mail*, Hagerstown, Md., newspaper, Friday, 4/27/1832, p. 3.

⁶¹ *The Mail*, Hagerstown, Md., newspaper, Friday, 4/12/1833, p. 3.

⁶² *The Mail*, Hagerstown, Md., newspaper, Friday, 10/25/1833, p. 3.

⁶³ *The Mail*, Hagerstown, Md., newspaper, Friday, 11/29/1833, p. 3.

⁶⁴ *The Mail*, Hagerstown, Md., newspaper, Friday, 9/5/1834, p. 3.

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Previously, on June 22, 1832, Jacob Snively loaned James W. Westbay \$310 and accepts the stock, goods, furniture and household stuff of James W. Westbay as collateral; the loan was to be repaid by June 25th 1832.⁶⁵ That seems like a lot of administration for a 3-day loan.

Virginia C. Snively was born Feb. 22, 1833 to Jacob and Harriet Snively; their second child.

Jacob Snively was appointed 1 of 79 Justices of the Peace for Washington County, for 1833.⁶⁶

On March 6, 1833, Benjamin Bean sold a negro girl, named Sophia, about 22 years of age, to Thomas R. Johnson for \$300.⁶⁷

On Feb. 7, 1834, Jacob Snively and James Coudy, in consideration of \$1,150, purchased Lot No. 4 and a part of Lot No. 3, adjacent, in Hancock, from the estate of John and Joseph McIlhenny; it took them until Oct. 14, 1836 to pay off the purchase money and gain a deed.⁶⁸

John Brosius became indebted to William and Thomas C. Jenkins; Jacob Snively and Jonathan Rowland had been involved in the debt, probably as surety. William H. Fitzhugh, Sheriff, confiscated 5 vats of leather, containing 94 hides, 30 cords of bark and 1 bark mill, belonging to John Brosius and gave notice that he, the Sheriff, would sell the property on Saturday, May 24, 1834 at public auction to pay the debt.⁶⁹

Hancock held a large fourth of July 1834 celebration starting at dawn with salutes from the Volunteer Company on the heights above town. At 9 o'clock the Volunteer Company led a parade through town to a Church where the Throne of Grace was invoked by the Rev. Jeremiah Mason. The Declaration of Independence was read by Mr. Jacob Snively and orators followed.⁷⁰

The Governor appointed Henry A. Leonard and Samuel F. Newcomer as 2 of 78 Justices of the Peace for Washington County for 1835.⁷¹

Philip McDonald, of Washington County, Md., sold his goods, household stuff, furniture and one cow to Lloyd H. Barton, of Morgan County, Va., in consideration of \$60.⁷² It is not clear when Lloyd H. Barton moved to Morgan County, Va. Most of his records indicate he was a lifelong resident of Hancock.

A meeting of the Jackson Republican Voters of the 5th Election District, was held at the house of Benjamin Bean, in Hancock, on May 16, 1835; Benjamin Bean, Esq., was appointed Secretary.⁷³ James Coudy was appointed, from the Hancock District, as a delegate to the County Convention to nominate candidates for the next House of Delegates election.⁷⁴

⁶⁵ Washington County Courthouse, Hagerstown, MD, Deed Book NN, p. 393, 6/26/1832.

⁶⁶ *The Mail*, Hagerstown, Md., newspaper, Friday, 3/1/1833, p. 3.

⁶⁷ Washington County Courthouse, Hagerstown, MD, Deed Book NN, p. 846, 3/14/1833.

⁶⁸ Washington County Courthouse, Hagerstown, MD, Deed Book TT, p. 95, 10/3/1837.

⁶⁹ *The Mail*, Hagerstown, Md., newspaper, Friday, 5/9/1834, p. 3.

⁷⁰ *The Mail*, Hagerstown, Md., newspaper, Friday, 7/18/1834, p. 1.

⁷¹ *The Mail*, Hagerstown, Md., newspaper, Friday, 3/13/1835, p. 3.

⁷² Washington County Courthouse, Hagerstown, MD, Deed Book PP, p. 837, 4/27/1835.

⁷³ *The Mail*, Hagerstown, Md., newspaper, Friday, 5/22/1835, p. 2.

⁷⁴ *The Mail*, Hagerstown, Md., newspaper, Friday, 5/29/1835, p. 2.

Jacob Snively & Benjamin Bean Family History

By 1835 the Chesapeake and Ohio Canal was coming through Hancock. Jacob and Harriet Snively and James and Mahala Coudy together decided to sell a portion of their lands to the Chesapeake and Ohio Canal Company.⁷⁵ Later that year, on Oct. 6, 1835, Henry A. Leonard was indebted in the sum of \$496.57 in one debt to Jacob Snively and a second debt to Jacob Snively and James Coudy together. Henry A. Leonard mortgaged a mulatto girl as collateral for the debts, to be paid by April 1, 1836.⁷⁶ And on Dec. 12, 1835, in consideration of \$500, Jacob Snively and Harriet, his wife, and Arthur Blackwell & Margaret L., his wife, sold a portion of their two lots to the Chesapeake and Ohio Canal Company.⁷⁷

John [b. 1783] and Magdalina [b. 1794] Brosius moved to Hancock, Md., sometime before Oct. 29, 1809, when their first son, Jacob Brosius, was born in that city. Subsequently they had seven more children, all born in Hancock. His father, Jacob Brosius [b. 1752], died on Dec. 6, 1822, in Hancock. On March 16, 1825, Joseph Brosius sold his interest in the estate of his brother, Jacob Brosius, deceased, to Samuel I. Gregory for \$130.⁷⁸ John Brosius bought the interest in the estate on April 8, 1826. Jacob Brosius sold his right, title, interest and claim in the estate of his father, Jacob Brosius, to John Brosius on April 27, 1826.⁷⁹ By this process, John Brosius had three portions of his father's estate.

His mother, Catharine Newman Brosius [b. 1759], died on Oct. 28, 1830, in Hancock. The 1830 census listed John Barsins [*sic*, Brosius] as living in District 5 [Hancock], Washington, Md.⁸⁰ At that time there were 12 free white persons and 5 slaves in the Brosius household. The 1840 census listed John Brosions [*sic*, Brosius] as living in Hancock, Md.⁸¹ At that time there were 11 free white persons and no slaves in the household. The 1850 census listed John Brosius, age 72, a farmer, with real estate valued at \$1,600, as living in District No. 2 [Williamsport], Washington, Md.⁸² Living with him were: Magdalina, age 60, wife; Samson, age 39, son, a Tanner; James, age 26, son, a Tanner; Benjamin, age 23, son, a Tanner; Christianna Andrew, age 23, relation not recorded; and the Henry Wells family, he was the Postmaster. Even after the May 24, 1834 Sheriff's Sale, the Brosius family remained in the leather tanning business, at least until July 22, 1847.

Early the next year, on Feb. 25, 1836, in consideration of \$900, John Brosius sold to Jacob Snively three eighths of two half-acre Lots situated in the Town of Hancock.⁸³ Magdalina Brosius relinquished her dower rights to the property.

In the next month, on March 7, 1836, Jacob Snively and Jonathan Rowland, in consideration of \$93.82, purchased the goods, household stuff, implements and furniture of James H. Barker, who had extensive carpentry tools, including a turning lathe with chisels, and a supply of wood.⁸⁴

⁷⁵ Washington County Courthouse, Hagerstown, MD, Deed Book RR, p. 236, 10/1/1835.

⁷⁶ Washington County Courthouse, Hagerstown, MD, Deed Book RR, p. 250, 10/9/1835.

⁷⁷ Washington County Courthouse, Hagerstown, MD, Deed Book RR, p. 525, 2/9/1836.

⁷⁸ Washington County Courthouse, Hagerstown, MD, Deed Book RR, p. 557, 3/1/1836.

⁷⁹ Washington County Courthouse, Hagerstown, MD, Deed Book RR, p. 560, 3/1/1836.

⁸⁰ 1830 Census, Maryland, Washington County, District 5, p. 166.

⁸¹ 1840 Census, Maryland, Washington County, Hancock, p. 188.

⁸² 1850 Census, Maryland, Washington County, District 2, enumerated on 8/17/1850, p. 129.

⁸³ Washington County Courthouse, Hagerstown, MD, Deed Book RR, p. 565, 3/2/1836.

⁸⁴ Washington County Courthouse, Hagerstown, MD, Deed Book RR, p. 614, 3/17/1836.

Jacob Snively & Benjamin Bean Family History

On April 6, Arthur Blackwell was appointed a delegate from Hancock to the Convention of Delegates to be held in Baltimore on the 3rd Wednesday in May next, to nominate Candidates for Electors of President and Vice President of the United States.⁸⁵

The Governor appointed Henry A. Leonard, 1 of 3 men, to the Magistrate Court, District No. 5, Washington County.⁸⁶

On April 30, 1836, a large number of citizens met at the house of Benjamin Bean, to discuss Internal Improvements. Arthur Blackwell, Esq., was appointed Secretary. Henry A. Leonard, Esq., was one of a committee of five to express the opinions of the meeting. The meeting *Resolved* That the legislature of Maryland should provide such means as to secure the speedy completion of the Chesapeake and Ohio Canal and the Baltimore and Ohio Railroad.⁸⁷

Back on April 6, 1836, as a result of a Democratic meeting, Arthur Blackwell was appointed one of 40 delegates to represent Washington county in the Democratic Republican State Convention held in Baltimore held on May 18, 1836.⁸⁸

Eudora Adelaide Snively was born on June 29, 1836 to Jacob and Harriet Snively; their third child.

William H. Fitzhugh, Sheriff, held a Sheriff's sale on Sept. 12, 1836, at the Tavern of Mr. Brosius, west of Hancock, to sell 1 *Barouche*.⁸⁹

Then on Oct. 18, 1836, Jacob & Harriet Snively and James & Mahala Coudy, in consideration of \$500, sold Lot No. 3 with a house thereon, to Ann Ganoe.⁹⁰

On Nov. 21st, 1836 at a County Court, Henry Wells obtained an additional judgment against Benjamin Bean, [Jr.] in the amount of \$9.23; unfortunately, Benjamin Bean, [Jr.] did not pay the judgment.⁹¹

On Feb. 20, 1837, Joseph Graves, Walter Blackwell, Jacob Snively and Robert Mason co-signed obligations summing to \$1,900 to a certain Joseph Boyd.⁹² Joseph Graves and Walter Blackwell put up their tavern and lot in Hancock as collateral to save Jacob Snively and Robert Mason harmless in the event of default.

The Governor appointed Henry A. Leonard and Samuel F. Newcomer, 2 of 100, Justices of the Peace for Washington County.⁹³ The Governor subsequently appointed Jacob Snively 1 of 4 Managers of the District No. 5 School Fund.⁹⁴

⁸⁵ *The Mail*, Hagerstown, Md., newspaper, Friday, 4/8/1836, p. 2.

⁸⁶ *The Mail*, Hagerstown, Md., newspaper, Friday, 5/15/1836, p. 2.

⁸⁷ *The Mail*, Hagerstown, Md., newspaper, Friday, 5/6/1836, p. 2.

⁸⁸ *The Mail*, Hagerstown, Md., newspaper, Friday, 5/15/1836, p. 2.

⁸⁹ *The Mail*, Hagerstown, Md., newspaper, Friday, 9/2/1836, p. 3.

⁹⁰ Washington County Courthouse, Hagerstown, MD, Deed Book SS, p. 410, 11/21/1836.

⁹¹ Washington County Courthouse, Hagerstown, MD, Deed Book IN 6, p. 388, 11/28/1851.

⁹² Washington County Courthouse, Hagerstown, MD, Deed Book SS, p. 668, 3/27/1837.

⁹³ *The Mail*, Hagerstown, Md., newspaper, Friday, 3/31/1837, p. 3.

⁹⁴ *The Mail*, Hagerstown, Md., newspaper, Friday, 5/5/1837, p. 3.

Jacob Snively & Benjamin Bean Family History

The Central Committee of Washington Co. called voters to a meeting at the house of Benjamin Bean, in Hancock, on May 20th, 1837, for the purpose of selecting Delegates to a convention to meet in Hagerstown, on June 10th, to nominate a suitable candidate for the next Congress. Arthur Blackwell was appointed Secretary to the meeting. James Coudy was appointed one of the delegates.⁹⁵

On May 8, 1837, Benjamin Bean and his siblings sold, in consideration of \$1,000, a house and Lot No. 21, in Brent's Addition to the Town of Hancock, to George W. Higgins.⁹⁶ The list of grantors includes the surviving children of Benjamin Bean [Sr.], who died in 1821. The grantors were Eleanor (Oliver) Neil and her husband David Neil; Frances Barton and her husband Lloyd Barton; Sophia Bean; Mary Ann Bean; Hopewell Bean; and Benjamin Bean [Jr.]. The deed did not include Minerva Reseley as Benjamin's marriage to her did not occur until Nov. 12, 1837.

On April 13, 1838, George and Rebecca Gigous sold 6½+ acres to George Snively for \$300.⁹⁷ On the same day, George and Eliza Snively sold ¼+ acre to George Gigous for \$30.⁹⁸ It is from this second deed that we learn the name of George's wife, Eliza, (not Elizabeth); further information on the couple has not been found. I think this George Snively is Jacob Snively, Jr.'s oldest brother.

On May 11, 1838, Jacob Snively was appointed a Manager of the District No. 5, School Fund.⁹⁹

Major George Bender retired as a Commissioner of the Chesapeake and Ohio Canal Company; his fellow citizens convened a public meeting held at Benjamin Bean's Hotel in Hancock, on May 11, 1838. Captain John Johnson was called to the Chair, Jacob Snively, Esq., was made Secretary of the meeting. At the meeting it was *Resolved*, That George Bender be invited to a Public Dinner, at Benjamin Bean's Hotel, on any day that suits his convenience. It was also *Resolved*, That a committee of Arrangements be appointed to carry the object of the meeting; Benjamin Bean and Jacob Snively were appointed on the part of the citizens. Mr. James Coudy was in attendance. On Thursday, May 17th 1838, an excellent dinner was held at Benjamin Bean's Hotel; several toasts were made and Mr. Bender responded in kind.¹⁰⁰

James Coudy was a candidate for County Commissioner for Hancock; the election to be held on the first Wednesday, Oct. 1838.¹⁰¹

Maria Louisa Snively was born on Sep. 29, 1838 to Jacob and Harriet Snively, their fourth child.

On Dec. 24, 1838, in consideration of \$70, John Troxell sold his house, lot, goods, household stuff and livestock to Jacob Snively.¹⁰² We digress a moment for a thumbnail sketch of John Troxell who was born circa 1794 to David and Mary Young Troxell in Hancock. John had at least three brothers, Jacob, [b. 1786], Philip, [b. 1790] and Abraham, [b. 1792] and one sister, Elizabeth, [b. 1791]. The Troxell family were lifetime residents of Hancock. On Mar. 1, 1816, John Troxell [age 22] married Mary Alter and they

⁹⁵ *The Mail*, Hagerstown, Md., newspaper, Friday, 5/26/1837, p. 2.

⁹⁶ Washington County Courthouse, Hagerstown, MD, Deed Book SS, p. 878, 6/5/1837.

⁹⁷ Washington County Courthouse, Hagerstown, MD, Deed Book TT, p. 476, 6/8/1838.

⁹⁸ Washington County Courthouse, Hagerstown, MD, Deed Book TT, p. 567, 8/16/1838.

⁹⁹ *The Mail*, Hagerstown, Md., newspaper, Friday, 5/11/1838, p. 2.

¹⁰⁰ *The Mail*, Hagerstown, Md., newspaper, Friday, 6/1/1838, p. 1.

¹⁰¹ *The Mail*, Hagerstown, Md., newspaper, Friday, 8/24/1838, p. 2.

¹⁰² Washington County Courthouse, Hagerstown, MD, Deed Book TT, p. 737, 12/29/1838.

Jacob Snively & Benjamin Bean Family History

had one child: Ann H. Troxell, [b. 1825]. The 1840 census reported John Troxell [age 46] as living in Hancock with one free white female, presumably the wife, Mary, and one free colored person, presumably a house servant.¹⁰³ No mention of the daughter, who would have been 15 years old. He had already sold his house, lot, goods, household stuff and livestock two years earlier. The 1850 census reported John Troxell, age 50, working as a rough carpenter, boarding with John and Jane Van Horn.¹⁰⁴ The 1860 census reported John Troxell, age 68, no occupation, boarding with Lloyd H. and Frances Barton, Hotel Keepers.¹⁰⁵

James Coudy, Executor of Rudolph Tanner, sold a two-story frame house and lot, in Hancock, then occupied as a Tavern, adjoining the Turnpike and near the basin of the Chesapeake and Ohio Canal, on Jan. 19, 1839; he had advertised the sale since Dec. 21, 1838, weekly.¹⁰⁶

On February 27, 1839, Benjamin Bean and Arthur Blackwell were appointed and assigned District Justices of the fifth Election District Court in Washington County.¹⁰⁷

On March 16, 1839 in consideration of \$73.34. Samuel Pool sold his goods, household stuff, implements and livestock to George Brent and Jacob Snively.¹⁰⁸ We digress a moment for a thumbnail sketch of Samuel Pool who was born circa 1790 in Maryland. Samuel Pool married Susannah [Susan] and they had nine children, including one set of twins, all born in Maryland. The 1840 census reported Samuel Poole [age 50] as living in Hancock with seven other family members [i.e. 6 children had been born by 1840].¹⁰⁹ The year before he had sold his goods, household stuff, implements and livestock. The 1850 census reported Samuel Poole, age 60, a farmer, living in Hancock.¹¹⁰ Living with him were his wife, Susan, age 47, and all nine children. He died on May 16, 1856, at age 65.

A few months later, on May 10, 1839, Jacob Snively was re-appointed a Manager of the District No. 5, School Fund.¹¹¹ Then on May 20, 1839, in consideration of \$80, Jacob Snively bought Lots Number 27 & 28 in "Brent's Addition to Hancock," from George Brent, Executor, to the estate of Thomas C. Brent.¹¹²

On July 20, 1839, Arthur Blackwell called the Democrat Central Committee to a meeting to elect seven delegates to a County Convention at Hagerstown on Aug. 3, 1839 for the purpose of nominating four Democratic candidates to the next Legislature; Benjamin Bean was one of the seven delegates.¹¹³

James Ferrel was indebted to Jacob Snively and Charles H. Ohr. Under a Court order, John Carr, Sheriff, seized his property, consisting of 2 houses and lots situated in Hancock, known as Lots No. 7 and 28, and

¹⁰³ 1840 Census, Maryland, Washington County, Hancock District, p. 185.

¹⁰⁴ 1850 Census, Maryland, Washington County, District No. 2, enumerated 8/15/1850 p. 125.

¹⁰⁵ 1860 Census, Maryland, Washington County, Hancock District, enumerated 9/14/1860 p. 145.

¹⁰⁶ *The Mail*, Hagerstown, Md., newspaper, Friday, 12/21/1838, p. 2.

¹⁰⁷ Washington County Courthouse, Hagerstown, MD, Deed Book TT, p. 839, 3/2/1839.

¹⁰⁸ Washington County Courthouse, Hagerstown, MD, Deed Book TT, p. 902, 3/27/1839.

¹⁰⁹ 1840 Census, Maryland, Washington County, Hancock, p. 182.

¹¹⁰ 1850 Census, Maryland, Washington County, District No. 2, enumerated 8/10/1850 p. 111.

¹¹¹ *The Mail*, Hagerstown, Md., newspaper, Friday, 5/10/1839, p. 2.

¹¹² Washington County Courthouse, Hagerstown, MD, Deed Book UU, p. 342, 6/8/1839.

¹¹³ *The Mail*, Hagerstown, Md., newspaper, Friday, 7/26/1839, p. 2.

Jacob Snively & Benjamin Bean Family History

advertised their sale for Thursday, Feb. 5, 1840, in front of Benjamin Bean's tavern, in Hancock.¹¹⁴ The advertisement ran for 3 weeks. Charles Henry Ohr was born on Oct. 19, 1811 in Funkstown, Washington County, Md. On Feb. 17, 1835, he married Mary Blackwell, who was Harriet Blackwell Snively's sister. By 1860 Charles and Mary Ohr had moved to Cumberland where he had a very successful career as a doctor, mayor of Cumberland, a member of the State Senate and a Grand President of Masons in America. Mary Ohr died on Oct. 10, 1875 and Charles H. Ohr died on Mar. 3, 1903. They were buried together in the Rose Hill Cemetery, Cumberland.

On February 27, 1840, Benjamin Bean and Arthur Blackwell were appointed and assigned District Justices of the fifth Election District Court in Washington County.¹¹⁵

The 1840 census listed Eve Shuebly [*sic.* Snively] as living in Hancock, Md.¹¹⁶ The household consisted of 3 persons. The 1840 census reported Benjamin Bean as living in Hancock, Md.¹¹⁷ The household consisted of 4 free white persons and 1 slave.

On April 11, 1840, John Hammon, in consideration of \$400, sold several parcels of land to James H. Bowles, Arthur Blackwell, George Brent and Jacob Snively.¹¹⁸ The 1840 census reported Arthur Blackall [*sic.* Blackwell] as living in Hancock, Md.¹¹⁹ The household consisted of 5 free white persons and 4 slaves. Arthur Blackwell was the Collector for the Chesapeake and Ohio Canal at Hancock in 1840, 1841, 1842, 1845, 1846, 1848 and 1850.¹²⁰

William Harrott advertised he had opened a produce, forwarding and commission merchants warehouse in Williamsport. He cited Messrs. Snively & Clabaugh, Hancock, Md. as one of several references in the advertisement, which ran for 3 weeks.¹²¹

On March 9, 1841, Benjamin Bean and Arthur Blackwell were appointed and assigned District Justices of the fifth Election District Court in Washington County.¹²²

George Winchester Snively was born in 1841, the exact date not yet found, to Jacob and Harriet Snively; their fifth child.

There was a certain message or tenement, probably in Hancock, wherein John Reiley sold the contents therein, in consideration of \$276.05, to Snively & Resley on May 31, 1841.¹²³ There must have been some confusion as to the spelling of John Reily's name or to whom he was selling his stuff, because the

¹¹⁴ *The Mail*, Hagerstown, Md., newspaper, Friday, 1/17/1840, p. 3.

¹¹⁵ Washington County Courthouse, Hagerstown, MD, Deed Book UU, p. 900, 3/2/1840.

¹¹⁶ 1840 Census, Maryland, Washington County, Hancock District, p. 182.

¹¹⁷ 1840 Census, Maryland, Washington County, Hancock District, p. 188.

¹¹⁸ Washington County Courthouse, Hagerstown, MD, Deed Book WW, p. 186, 5/1/1840.

¹¹⁹ 1840 Census, Maryland, Washington County, Hancock District, p. 187.

¹²⁰ *Historic Resource Study: Chesapeake & Ohio Canal*, by Harlan D. Unrau, Chapter 9, Managing Maintenance 1830-1924, p. 599, 602, 607, 612, 615, 618 and 620.

¹²¹ *The Mail*, Hagerstown, Md., newspaper, Friday, 6/5/1840, p. 3.

¹²² Washington County Courthouse, Hagerstown, MD, Deed Book YY, p. 86, 3/16/1841.

¹²³ Washington County Courthouse, Hagerstown, MD, Deed Book YY, p. 376, 6/7/1841.

very next record was exactly the same stuff only to Snively & Co. and the name was spelled John Reily, although the price was only \$91.77.¹²⁴

The Commissioners of Washington County re-appointed Jacob Snively as 1 of 5 managers of the District No. 5 School Fund.¹²⁵ Later that month at a meeting of the friends of African Colonization, held at the Court Hall in Hagerstown, on Saturday evening, May 8, 1841, Dr. James Hall, late Governor of the Colony of Maryland in Liberia and General Agent of the Maryland State Colonization society arose and gave a status report on the Colony. The meeting approved the proposed Convention of the friends of African Colonization in Maryland, to be held in Baltimore on June 3, 1841, and regards it important that Washington county should be represented in that body. Dr. Charles H. Ohr, Robert Wason, George Brent and Jacob Snively were appointed as Delegates to the Convention from District No. 5.¹²⁶

Later on in the summer, Aug. 4, 1841, William Duke sold his goods, household stuff and furniture to Snively & Resley, in consideration of \$200.¹²⁷ William Duke was born in 1813 in Maryland and married Eleanora Smith on Apr. 18, 1839. The 1840 census reported them living in Hancock; they had one female slave under 10 years and 4 persons engaged in commerce, no children yet. The 1850 census was similar: William Duke, age 37, a Blacksmith with real estate valued at \$100. Living with him were: Ellen, age 28, wife, and 4 children [James Henry, b. 1841; William A., b. 1844; Mary E., b. 1846; and John E., b. 1849, all in Maryland]. Sometime after 1850, the family removed to Butler, Montgomery County, Illinois, where Elenora died on Dec. 16, 1895.

E. Robinson & Co. began manufacturing the HATHAWAY Patented Hot Air Cooking Stove. Their advertisement referred the public to several gentlemen who have the Stoves in use and would doubtless do justice to its merits. Walter Blackwell and Jacob Snively, of Hancock, were listed for reference.¹²⁸

Leonard Cross of Allegany County, in consideration of \$230, sold all his goods, household stuff and implements to Jacob Snively, on Nov. 19 1841.¹²⁹ The sale included livestock, farm implements, livestock feed, furniture and kitchen utensils. In addition, Leonard Cross borrowed \$300 with the lands of the heirs of James Ashkettel, being on the waters of Sidling Creek, part in Washington County and part in Allegany County, as collateral. It is not clear how Mr. Cross could use someone else's land as collateral. Mr. Cross had until March 20, 1845 to pay the \$300.

The buying continued in Sept. 1841 when John Roberts, in consideration of \$250.82, sold his goods, household stuff and furniture, to Snively & Resley.¹³⁰ The 1840 census listed a John Roberts as living in Hancock, Md. with a wife and one child.¹³¹

Wright's Indian Vegetable Pills advertised their medicine and cited Snively & Resley – Hancock as 1 of 11 agents for their products.¹³²

¹²⁴ Washington County Courthouse, Hagerstown, MD, Deed Book YY, p. 377, 6/7/1841.

¹²⁵ *The Mail*, Hagerstown, Md., newspaper, Friday, 5/4/1841, p. 2.

¹²⁶ *The Mail*, Hagerstown, Md., newspaper, Friday, 5/21/1841, p. 2.

¹²⁷ Washington County Courthouse, Hagerstown, MD, Deed Book YY, p. 500, 8/5/1841.

¹²⁸ *The Mail*, Hagerstown, Md., newspaper, Friday, 8/13/1841, p. 2.

¹²⁹ Allegany County Courthouse, Cumberland, MD, Deed Book CC, p. 22, 11/30/1841.

¹³⁰ Washington County Courthouse, Hagerstown, MD, Deed Book YY, p. 591, 9/18/1841.

¹³¹ 1840 Census, Maryland, Washington County, Hancock District, p. 183.

¹³² *The Mail*, Hagerstown, Md., newspaper, Friday, 2/4/1842, p. 3.

Jacob Snively & Benjamin Bean Family History

The Commissioners of Washington County re-appointed Jacob Snively 1 of 5 Trustees of the District No. 5 School Fund.¹³³ Later that month, John Loughlin, of Green Castle, Pa. advertised his Grain Cradles and that he had left an assortment of CRADLES at Snively & Resley – Hancock, one of 8 places.¹³⁴

James Coudy advertised his business of providing a daily line of coaches from Hancock to Berkeley Springs, Va., leaving the railroad depot on the arrival of the morning train and return same day in time to connect the evening line for the East.¹³⁵ The announcement started on July 1, 1842 and ran eight times.

The next summer, on Aug. 15, 1842, John Reily, in consideration of \$165, sold 10 acres of corn and 2 acres of potatoes, still growing in the ground, to Snively & Resley.¹³⁶

Later that month, on Aug. 18th, 1842, he bought Lot No. 10 in Brent's Addition to Hancock, for \$250 from Philip P. & Ellen Fitzpatrick.¹³⁷ The 1840 census listed a Philip Fitzpatrick as living in Hancock, Md. with a wife and four children.¹³⁸

Jacob Snively was appointed 1 of 25 Petit Jurors for the November 1842 Term of Washington County Court.¹³⁹

Jacob Snively & Jacob Fiery vs. Jacob Rowland & others were Equity Case No. 659, Nov. Term, 1842, during which the Court ordered J. Buchanan Hall, Auditor, to give an account of the proceeds of the sales made by Trustees in some newspaper printed in Hagerstown, on or before Jan. 9, 1843.¹⁴⁰ The advertisement ran for 3 weeks.

On Feb. 27, 1843 the Maryland Legislature passed a resolution whereby the Chesapeake and Ohio Canal Company was permitted to sell excess lands with the proceeds to pay down the Company's debt; the sale was to be advertised at least three weeks in advance. The resolution is provided at the back of this report.

By March 1843, John A. Byers was in debt in the amount of \$639.47, to Jacob Snively, Horace Resley and George W. Clabaugh.¹⁴¹ Mr. Byers promised to pay the debt by Oct. 1, 1844, using his mill at Lock No. 53, the nine-year water lease from the Chesapeake and Ohio Canal Company, a log house on the berm side of the Canal, and all the fixtures, goods, furniture, household stuff, livestock, &c. as collateral. The 1840 census listed a John A. Byers as living in Hancock, Md. with a wife and four children.¹⁴²

Horace Resley was born on a farm near Hancock in 1815 to John and Mary Snively Resley; Mary Snively Resley was Jacob Snively's oldest sister. Horace Resley remained in the Hancock area until 1847 when he removed to Cumberland, Md. where he was a merchant at the corner of Baltimore and Centre Streets;

¹³³ *The Mail*, Hagerstown, Md., newspaper, Friday, 5/6/1842, p. 2.

¹³⁴ *The Mail*, Hagerstown, Md., newspaper, Friday, 5/20/1842, p. 3.

¹³⁵ *The Baltimore Sun*, Baltimore, Md., newspaper, Wednesday, 7/6/1842, p. 3.

¹³⁶ Washington County Courthouse, Hagerstown, MD, Deed Book ZZ, p. 447, 8/16/1842.

¹³⁷ Washington County Courthouse, Hagerstown, MD, Deed Book ZZ, p. 556, 10/18/1842.

¹³⁸ 1840 Census, Maryland, Washington County, Hancock District, p. 185.

¹³⁹ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 11/24/1842, p. 3.

¹⁴⁰ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 12/15/1842, p. 3.

¹⁴¹ Washington County Courthouse, Hagerstown, MD, Deed Book ZZ, p. 885, 3/16/1843.

¹⁴² 1840 Census, Maryland, Washington County, Hancock District, p. 187.

operating under the name: Hunter, Harris & Resley. He was once a Director of the Chesapeake and Ohio Canal Company; worked as a Baltimore & Ohio Railroad contractor; manager of the Grafton Hotel, Hancock for 8 years; in 1851, he was elected clerk of the Circuit Court of Allegany County and served for 22 years; in 1881, he was elected City Clerk of Cumberland and served for 15 years; finally retiring in 1896. In April 1902, he fell on an icy pavement near his home in Cumberland, and dislocated one of his shoulders, producing paralysis; he was admitted to the Western Maryland hospital, where he died on April 13, 1902.¹⁴³

George Washington Clabaugh was born Nov. 20, 1808 in Maryland. On Nov. 21, 1828 he married Elizabeth Delaplane [b. Feb. 23, 1808] in Frederick, Maryland where they lived and had three children; Elizabeth died on Aug. 20, 1834, and was buried in Haughs Cemetery, Leitersburg, Md. George then married Emily Hughes Hall on Nov. 14, 1835 and they lived in Washington County where their daughter, Helen A. Clabaugh, was born on June 16, 1840. The 1860 census reported George W. Clabaugh, age 51, a Merchant with real estate valued at \$5,000 and a personal estate valued at \$20,000 was living in Cumberland.¹⁴⁴ That census does not list anyone living with him. George died Apr. 5, 1880 and was buried in Rose Hill Cemetery, Cumberland, Md., per his tombstone.

That same month, March 1843, in consideration of \$379.32, John Kerrigan sold his goods, household stuff, implements, furniture, livestock, corn, potatoes, oats, &c. to Snively & Resley.¹⁴⁵ Note that the corn, potatoes and oats were located in Morgan County, Virginia. Later that same month, George Shoemaker put up 30 acres of wheat in the ground and one roan horse, as collateral on a \$60.47 loan by Snively & Resley.¹⁴⁶ The loan was to be paid by Aug. 1, 1844. Still in March 1843, Walter Blackwell sold his goods, household stuff and furniture to Jacob Snively and Charles H. Ohr for \$313.79.¹⁴⁷ The 1840 census reported a Walter Blackwell living in Hancock; with 9 free white persons and 3 slaves.¹⁴⁸ That large a family might explain the need for 14 feather beds and bedding plus a piano, 48 chairs, &c.

Later in March 1843, in consideration of \$123.69, Jacob Miller sold his livestock, goods, household stuff, implements, furniture, &c. to Snively & Resley.¹⁴⁹ Jacob E. Miller, Sr. was born on Oct. 15, 1813 in Leitersburg, Md.; in 1835, he married Elizabeth Catherine Leshner [b. 7/19/1815, d. 1/19/1877] and they had 13 children. Through 1860 he was a farmer living in Leitersburg, Md. Based on his daughter, Catherine Miller, dying on Dec. 14, 1862 in Franklin Co. Pa. and the 1870 census reporting that he lived in Franklin Co., Pa. where both he and his wife died [he on Feb. 28, 1877] it seems reasonable that he removed to Franklin Co., Pa. after the 1860 census.

The buying continued in June 1843, when, in consideration of \$94.07, Robert Bennett sold his livestock, harnesses, household stuff, implements, furniture, &c., to Snively & Resley.¹⁵⁰ On Dec. 4, 1843, in consideration of \$48, the same Robert Bennett mortgaged his 11 acres of wheat in the ground to Snively & Watkins.¹⁵¹

¹⁴³ *Cumberland Evening Times*, Cumberland, Md., newspaper, Monday, 4/14/1902.

¹⁴⁴ 1860 Census, Maryland, Allegany County, Cumberland, enumerated on 6/6/1860 p. 16.

¹⁴⁵ Washington County Courthouse, Hagerstown, MD, Deed Book ZZ, p. 886, 3/16/1843.

¹⁴⁶ Washington County Courthouse, Hagerstown, MD, Deed Book ZZ, p. 925, 3/28/1843.

¹⁴⁷ Washington County Courthouse, Hagerstown, MD, Deed Book OHW 1, p. 49, 3/7/1843.

¹⁴⁸ 1840 Census, Maryland, Washington County, Hancock, p. 187.

¹⁴⁹ Washington County Courthouse, Hagerstown, MD, Deed Book OHW 1, p. 146, 5/3/1843.

¹⁵⁰ Washington County Courthouse, Hagerstown, MD, Deed Book OHW 1, p. 337, 6/27/1843.

¹⁵¹ Washington County Courthouse, Hagerstown, MD, Deed Book OHW 1, p. 753, 12/26/1843.

William Carroll of Baltimore County, late of Allegany County, was indebted to Jacob Snively of Washington County, and to other persons; so much in debt that he conveyed to Jacob Snively twenty tracts of land, containing in all about twelve thousand and sixteen acres, more or less, in Allegany County as Trustee to sell at public auction to satisfy Carroll's debts.¹⁵² For some unknown reason, the Deed of Trust was not recorded in Allegany County for two years. Reading the document, it puts Jacob Snively in the real estate sales business for years.

The Whigs of Hancock district assembled at the house of Walter Blackwell, Esq., on Saturday, Jan. 20, 1844 to organize a Clay Club, and appoint delegates to meet in Congressional Convention on Saturday, Jan 27, 1844. Jacob Snively was elected one of twenty delegates.¹⁵³

In February 1844, Snively & Resley purchased all the goods, household stuff, implements and furniture of Leonard Cross, of Allegany County, in consideration of \$76.¹⁵⁴

In April 1844, at a County Convention held at the Court Hall, Jacob Snively was elected 1 of 6 delegates from Washington County to the Whig Gubernatorial Convention at Baltimore.¹⁵⁵ The next month the Commissioners of Washington County re-appointed Jacob Snively 1 of 5 Trustees of the District No. 5 School Fund.¹⁵⁶ The next month, at a meeting of the Whigs of District No. 5, held at the house of W. Blackwell, Esq., on Thursday, June 6, 1844, the Whigs unanimously nominated Jacob Snively the candidate for Commissioner for District No. 5; he accepted the nomination.¹⁵⁷

Roberta Florence Snively was born on Aug. 8, 1844 to Jacob and Harriet Snively; their sixth and last child.

Then on Nov. 16, 1844, Samuel Rinehart became indebted in the amount of \$208 to Jacob Snively, Robert W. Watkins, Jacob Snively & Horace Resley.¹⁵⁸ Mr. Rinehart put up his canal boat, *Eliza*, with its furnishings, as collateral; the debt to be paid by June 1, 1845. We can confirm that the canal boat *Eliza* made at least four trips to Alexandria, Va., during 1845; three trips departed from Hancock and one trip departed from Edwards Ferry. The boat made at least one trip in 1846 and at least three trips in 1847. That low activity level suggests Samuel Rinehart had an occupation other than boatman. Samuel Rinehart was born on June 19, 1814, in Waynesburg, Pa. He married Eliza Bevans on Oct. 23, 1838, in Hancock. The 1850 and 1880 census reported Samuel was a Merchant, in Hancock. Samuel died on Feb. 12, 1889 and Eliza died on Dec. 6, 1895; they were buried together at St. Thomas Roman Catholic Cemetery, Hancock.

After three weeks public notice of the sale by the Chesapeake and Ohio Canal Company, Jacob Snively purchased one acre, more or less, of land abutting the Canal for \$55 on April 28, 1845.¹⁵⁹

¹⁵² Allegany County Courthouse, Cumberland, MD, Deed Book DD, p. 459, 8/28/1845.

¹⁵³ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 1/25/1844, p. 2.

¹⁵⁴ Allegany County Courthouse, Cumberland, MD, Deed Book DD, p. 628, 2/20/1844.

¹⁵⁵ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 4/4/1844, p. 2.

¹⁵⁶ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 5/16/1844, p. 2.

¹⁵⁷ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 6/27/1844, p. 2.

¹⁵⁸ Washington County Courthouse, Hagerstown, MD, Deed Book OHW 2, p. 535, 11/19/1844.

¹⁵⁹ Washington County Courthouse, Hagerstown, MD, Deed Book IN 1, p. 144, 5/24/1845.

On May 28, 1845, Greenbury M. Watkins and Jacob Snively had published a Executor's Notice that they had been granted Executors to the estate of R. W. Watkins, deceased.¹⁶⁰ Creditors had until Nov. 24, 1845 to exhibit their claims, with the vouchers thereof, against the estate, or be excluded from all benefit of the said estate.

A Cumberland newspaper gave the following report: "Jacob Snively, Esq., was nominated for Congress by the *Coon* Convention which met in Hagerstown on Saturday last. We are unable to enlighten our readers as to who or what he is at present, never having heard of him before. The selection has excited no little surprise in this section.

"After the above was written, we received the *Civilian* of the 28th, containing Mr. Snively's letter of acceptance. The way the editor, in heralding it, piles on the laudation, is not slow. He styles him 'a man from *amongst* the people; - 'a *true Democrat*' - 'the man of the people' - *one of your number*' (meaning one of the *people's* number) - 'the people's man' - and says he is 'bound to *them* (the '*people*' of course) by an *adamantine chain!*' P-r-o-d-i-g-i-o-u-s! Verily some folks imagine that the 'people' can be very easily *gammoned* in these latter days."¹⁶¹

A newspaper reported: "**Sickness at Hancock, Md.** - The Hagerstown *News* says: - 'Mr. Snively, the Whig Congressional candidate, is confined to his room by sickness. We also learn that Mr. Stotlemeyer, one of the Democratic Legislative candidate, is dangerously ill, and that in the small village of Hancock, where both these gentlemen reside, more than sixty persons are at present prostrated by disease - fevers we presume."¹⁶²

The Herald of Freedom newspaper officially supported the following Democratic Whig Nominations: For Congress - Jacob Snively; For the Legislature - Thomas E. Buchanan, Henry Fouke, Henry W. Dellinger, Henry Nyman, Jr., and Lewis Tritle.¹⁶³

On Oct. 8, 1845, the results of the election were published: in Washington County, Mr. Snively prevailed by five votes for Congress; however, in Frederick and Allegany Counties he fared not so well and lost the District.¹⁶⁴

Later that year, on Dec. 3, 1845, in consideration of \$98.71, Jacob Snively, Horace Resley & Peter Hull bought 9 acres of wheat in the ground, 8 acres of rye in the ground and 40 bushels of potatoes from Denton C. Beard.¹⁶⁵

A certain Hezekiah Northcraft had run up a debt of \$55.15; being unable to pay the debt, a Justice of the Peace caused Joseph Murray, Constable, to sell Hezekiah Northcraft's home and fifty acres of land, called "Contentment," at public auction on Oct. 31, 1844. Constable Murray made return and other papers to the Clerk of the County to be recorded; thereupon, on April 12, 1845, the sale was finally ratified and confirmed, *provided* no cause be shown to the contrary over the next three weeks.¹⁶⁶ Apparently no one

¹⁶⁰ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 5/28/1845, p. 3.

¹⁶¹ *Democratic Alleganian*, Cumberland, Md., newspaper, Saturday, 8/30/1845, p. 2.

¹⁶² *The Baltimore Sun*, Baltimore, Md., newspaper, Monday, 9/8/1845, p. 1.

¹⁶³ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 9/24/1845, p. 2.

¹⁶⁴ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 10/8/1845, p. 3.

¹⁶⁵ Washington County Courthouse, Hagerstown, MD, Deed Book IN 1, p. 464, 12/5/1845.

¹⁶⁶ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 6/17/1845, p. 3.

showed cause why the sale should not be fully ratified. For the record, Jacob Snively bought the house and land for \$40 and on Dec. 7, 1845, he gained the deed.¹⁶⁷

Jeremiah Mason, John Ash and Jacob Snively were appointed Examiners by the Commissioners of Washington County, to examine and enquire whether a public road should be opened between a boundary stone at the lake between Henry Otto and Louisa Miller and thence to the turnpike (National Road). They were to meet at the place of the beginning on Monday, Dec. 22, 1845.¹⁶⁸

On Jan. 12, 1846, in consideration of \$400, Jacob Snively sold his interest in Lot No. 4, in Hancock, to James Coudy; they had bought the Lot together back in 1837.¹⁶⁹ Unstated was the disposition of the portion of Lot No. 3 that they had purchased together, in the same deed, in 1837, as part of a Trustee's Sale.

Jacob Snively was appointed one of three examiners to examine and inquire whether a road ought to be opened.¹⁷⁰

In February 1846, a certain George Shoemaker signed a note in the sum of \$350.87, with Jacob Snively, Joseph Murray, Jacob Weller & James Coudy as co-signers, to purchase a tract of land known as "Golden Fleece" with 35 acres of wheat growing in the ground, 1 horse, 1 cow, and 15 head of hogs, which were the collateral in case of default.¹⁷¹ If the note was paid on time, the indenture would be null and void.

By June 1846, Geo. W. Post & W. H. Fitzhugh and others became indebted to Jacob Snively and others. D. T. Wilson, late Sheriff, under a Court order, seized the following W. H. Fitzhugh property: 90 acres of wheat and 10 acres of rye in the ground; and 55 acres of wheat on the farm attended by Proctor; to be sold at public sale on June 4, 1846 in front of the Court House in Hagerstown.¹⁷² Apparently, that sale was not sufficient to pay off Fitzhugh's debts. By October 1846, William H. Fitzhugh and others remained indebted unto Jacob Snively and others. Thomas Martin, Sheriff, under a Court order, seized the estate of W. H. Fitzhugh, in and to 626 acres and 77 perches of land, more or less, lying and being in Washington County, plus other property in Hagerstown. Sheriff Martin proposed to sell all the estate at public sale on Saturday, Nov. 7, 1846, in front of the Court House, Hagerstown.¹⁷³

In December of that year a newspaper reported: "**Found Guilty** – The Hagerstown News of Saturday, states that Washington County Court has been occupied for two or three days past in the trial of a case of intense interest to very many citizens of the county, because involving the character and liberty of a member of a family of the highest respectability and extensive connection. The case is that of the State v. George Graves – the prisoner being a resident of Hancock, and accused of having on the 6th of July last, stolen from the store of Snively & Resley, in said town, the sum of \$20 in bank notes. Over forty witnesses appeared in court to testify in the case, and as is usual in so great a number, the testimony was

¹⁶⁷ Washington County Courthouse, Hagerstown, MD, Deed Book IN 1, p. 475, 12/12/1845.

¹⁶⁸ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 11/26/1845, p. 3.

¹⁶⁹ Washington County Courthouse, Hagerstown, MD, Deed Book IN 1, p. 580, 2/18/1846.

¹⁷⁰ *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 2/26/1846, p. 3.

¹⁷¹ Washington County Courthouse, Hagerstown, MD, Deed Book IN 1, p. 558, 2/12/1846.

¹⁷² *The Torch Light And Public Advertiser*, Hagerstown, Md., newspaper, Thursday, 6/4/1846, p. 3.

¹⁷³ *The Torch Light*, Hagerstown, Md., newspaper, Monday, 10/19/1846, p. 2.

various and conflicting. At six o'clock on Friday evening, however, says the *News*, the jury returned a verdict of 'guilty.'"¹⁷⁴

Then in January 1847, Joseph J. Speed of Baltimore and Jacob Snively of Hancock, sold 99 acres of land in Allegany County to John G. Reamy of Baltimore.¹⁷⁵ The conveyance was delayed by the proceedings in the Court of Chancery in Baltimore for land in Allegany County with one owner living in Hancock, Jacob Snively. And on January 2, 1847, Joseph J. Speed of Baltimore and Jacob Snively of Hancock, sold 64 acres and another 212 acre parcel to Greenbury B. Wilson for \$114.80.¹⁷⁶

CANAL STORE.
MESSRS. JAMES HUNTER and THOS. G. HARRIS. Contractors for the completion of the Chesapeake and Ohio Canal to Cumberland, have associated with them **Mr. HORACE RESLEY,** for the purpose of carrying on a Wholesale & Retail Store in Cumberland, under the name and firm of Harris, Resley & Hunter, and they most respectfully call the attention of Canal Contractors, Country Merchants, and the public generally, to their large and well selected stock of **GOODS,** just purchased in the Eastern Cities, consisting of Domestic Dry Goods; Groceries—Boots, Shoes, Hats, and Caps—Ready-made Clothing—Queenware, Hardware, and other articles usually kept in our line, all of which will be sold on the very lowest terms for Cash, or in exchange for Country Produce.
 Having established an agency in the East, we will be receiving Goods regularly from first hands.
HARRIS, RESLEY & HUNTER.
N. B.—Cash paid at all times for Flour and Grain
 Cumberland, Jan. 1, 1847.

The adjacent Ad first appeared in the *Cumberland Alleganian* newspaper on 1/1/47 and ran regularly on page 4 for months. Hunter & Harris had a side-business, in addition to completing the Canal, and included Horace Resley.

Also in January, 1847, Peter Hull was appointed Guardian to the minor heirs of John Louders, late of Washington County, deceased, with a bond of \$600; John J. Bowles and Jacob Snively lent him the money with Peter Hull's farm as collateral.¹⁷⁷

A little good news: On May 20, 1847, Ann Louisa Snively married Richmond Gregory, in Washington County, Md.¹⁷⁸ Ann Louisa was the first daughter of Jacob and Harriet Snively.

A newspaper the announcement: "**Married** – In Hancock on the 25th ult., by the Rev. James A. Buck, Mr. Richard [*sic*, Richmond] Gregory to Miss Ann L. Snively, daughter of Jacob Snively, Esq., all of that place."¹⁷⁹ We

will use the Courthouse date, May 20, 1847.

In that same newspaper, a story was written about a Whig Convention. Agreeably to a notice given by the Whig Central Committee of Washington County, the Convention to appoint six delegates to attend the Gubernatorial Convention to be held at Cambridge on June 16, 1847. Jacob Snively was one of six delegates to the Gubernatorial Convention.¹⁸⁰

Benjamin Bean died on April 8, 1847, his obituary has not been found. The Hancock Directory listed Union Hotel, Mrs. Minerva Bean, Hancock, April 20, 1854.¹⁸¹ Minerva Reseley Bean purchased the Union Hotel in Hancock in 1855; she died in 1857, her obituary has not been found.

¹⁷⁴ *The Baltimore Sun*, Baltimore, Md., newspaper, Monday, 12/7/1846, p. 4.

¹⁷⁵ Allegany County Courthouse, Cumberland, MD, Deed Book 2, p. 775, 6/27/1848.

¹⁷⁶ Allegany County Courthouse, Cumberland, MD, Deed Book 3, p. 302, 4/9/1847.

¹⁷⁷ Washington County Courthouse, Hagerstown, MD, Deed Book IN 2, p. 277, 1/26/1847.

¹⁷⁸ *Maryland Marriages, 1655-1850*, Ancestry.com.

¹⁷⁹ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 6/2/1847, p. 2.

¹⁸⁰ *Ibid.*

¹⁸¹ *Enterprise*, Bath, Va., newspaper, 1855 and *Constitution*, Bath, Va. newspaper, 1857.

A certain Dawson Jones owed Denton Oliver & Co. \$40, James Cody \$50 and Jacob Snively \$40. To secure payment thereof Dawson Jones put up his Ferry Boat & skiff as collateral on June 7, 1847 with the principal due on or before Nov. 1, 1848, with legal interest.¹⁸²

In July 1847, two candidates were mentioned for the Whig Congressional Convention. The Hagerstown newspaper wrote: "Whilst we believe all the gentlemen, whose names have been mentioned in connection with the nomination, would make excellent representatives, old Washington can present one of her sons, whose claims upon the party are stronger than those of any gentleman yet named. We refer to **Jacob Snively**, Esq., of Hancock. This gallant and unflinching Whig accepted the nomination in 1845, at a sacrifice of business and feeling, when the prospect of victory was so faint, that but few of our distinguished leaders were willing to hazard the issue. Mr. Snively, however, 'fought the good fight' manfully, but the Loco focus triumphed, and, as was expected, he was defeated. Now, the skies are brighter, and victory by no means improbable, and therefore, the nomination, as an act of simple justice, should be confirmed upon him. We do not know whether he would accept it, and, indeed, rather think he would not, but it should be tendered him at least."¹⁸³

On July 22, 1847, John Brosius, in consideration of \$919.82, sold his tanning stock, household goods and chattels to Jacob Snively.¹⁸⁴ Later that month, on July 27th 1847, in consideration of \$80, Jacob Snively bought Lot No. 4 in Hancock from James H. Bowles and Martha, his wife.¹⁸⁵

On Aug. 31, 1847, in consideration of \$874, Jacob Snively purchased 50 square perches of land, with a warehouse and other improvements, on the embankment of the Canal basin in Hancock.¹⁸⁶

Then on April 7, 1848, Jacob Snively purchased 23+ acres from Jacob Hutzel, in consideration of \$135.¹⁸⁷

Pursuant to the recommendation of the Whig Central Committee of Washington County, the Delegates from the different Districts met in the Courthouse in Hagerstown, on the 22nd inst. The Convention was organized by calling JACOB SNIVELY, Esq., to the Chair, and appointing Wm. H. Boyd, Esq., Secretary.¹⁸⁸ The convention proceeded to nominate Lewis Watson, Esq., for *County Commissioner*.

On Aug. 11, 1847, Jacob Snively purchased Lot No. 11 in Brent's Addition to said Town of Hancock, in consideration of \$250, from Casper Beerbower and Christina, his wife, of Marion County, Ohio.¹⁸⁹ Note that the deed was not recorded until July 28th 1848. Then on Sept. 20, 1847, in consideration of \$260, Jacob & Harriet Snively sold the same Lot No. 11 in Brent's Addition to said Town of Hancock, to Benjamin Mitchell, with all the appurtenances, structures and improvements thereon erected.¹⁹⁰

¹⁸² Washington County Courthouse, Hagerstown, MD, Deed Book IN 2, p. 631, 6/15/1847.

¹⁸³ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 7/14/1847, p. 2.

¹⁸⁴ Washington County Courthouse, Hagerstown, MD, Deed Book IN 2, p. 565, 7/24/1847.

¹⁸⁵ Washington County Courthouse, Hagerstown, MD, Deed Book IN 2, p. 736, 8/14/1847.

¹⁸⁶ Washington County Courthouse, Hagerstown, MD, Deed Book IN 2, p. 768, 8/31/1847.

¹⁸⁷ Washington County Courthouse, Hagerstown, MD, Deed Book IN 3, p. 289, 3/30/1848.

¹⁸⁸ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 7/26/1848, p. 2.

¹⁸⁹ Washington County Courthouse, Hagerstown, MD, Deed Book IN 3, p. 648, 7/28/1848.

¹⁹⁰ Washington County Courthouse, Hagerstown, MD, Deed Book IN 2, p. 802, 9/23/1847.

Jacob Snively & Benjamin Bean Family History

On Nov. 27, 1848 at a County Court, the court held that Henry Wells should have his execution against Minerva Bean wife of Benjamin Bean, deceased, and their children: Edward M., Mary, Ellen, Francis and Charles F. Bean.¹⁹¹ The Court also said that Henry Wells should have his execution against Martha Snyder in the sum of \$15.03. The upshot was that Sheriff Daniel South was directed and commanded to sell the two-story weather boarded Tavern house of Benjamin Bean, deceased; also, one two-story frame house, with lot annexed thereto, which the Sheriff did on June 9, 1849 for the sum of \$75 to Henry Wells.

At the end of 1848, Jacob Snively bought the household stuff, goods, chattels, &c. plus 17 acres of grain in the ground and one third of 14 acres of rye in the ground, from Henry Becker, for the sum of \$275.¹⁹²

On March 16, 1848, Horace and Sarah Isabel Resley, of Allegany County, in consideration of \$2,000, sold half-lot number 24 and all of lot number 25 to Richmond Gregory.¹⁹³

In May of 1849, Jacob Snively was elected a Director of the Mutual Insurance Co. of Washington County for the ensuing year.¹⁹⁴ In that same month he bought 123+ acres from Warford Mann, Executor of John H. Mann, deceased, in consideration of \$200.¹⁹⁵

In June 1849 James Roby became indebted to Denton Oliver & Co. and Jacob Snively and could not pay the debt.¹⁹⁶ Constable R. Bennett, under Court order, seized of James Roby one tract containing 100 acres, more or less (with a good log house and other improvements), and another tract containing 40 acres, more or less (all woodland), to be sold at public auction on Friday, June 22, 1849, at the house of Banner Graves, in Hancock. That same month, June 1849, Jacob and Harriet Snively sold one acre of land to James Simmons, for \$150, which he had previously bought from the Chesapeake and Ohio Canal Company for \$55.¹⁹⁷

In August 1849, pursuant to a call from the Central Committee of Washington County, the Whigs of District No. 5 met at the Hotel of Banner Graves, Esq., in Hancock, and organized a meeting of the district to nominate Delegates to the Congressional and County Conventions. A nominating committee was called; Jacob Snively was one of 10 men appointed to the *Congressional Convention* and John Resley, John Van Horn and John Rowland were 3 of 22 men appointed to the *County Convention*.¹⁹⁸

Then in Oct. 1849, Jacob and Harriet Snively sold Lots 27 & 28, in Hancock, to Alexander Kenner for \$200, which Jacob had bought in 1839 for \$80.¹⁹⁹ And on March 12th 1850, Jacob & Harriet Snively, and George W. & Emily H. Clabaugh, sold Lots 8 & 9, also in Hancock, to David Neill for \$100, which Jacob and George had bought in 1840 for \$250.²⁰⁰

¹⁹¹ Washington County Courthouse, Hagerstown, MD, Deed Book IN 6, p. 388, 11/28/1851.

¹⁹² Washington County Courthouse, Hagerstown, MD, Deed Book IN 3, p. 876, 12/19/1848.

¹⁹³ Washington County Courthouse, Hagerstown, MD, Deed Book IN 4, p. 83, 3/22/1849.

¹⁹⁴ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 5/16/1849, p. 2.

¹⁹⁵ Washington County Courthouse, Hagerstown, MD, Deed Book IN 4, p. 246, 5/3/1849.

¹⁹⁶ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 6/6/1849, p. 3.

¹⁹⁷ Washington County Courthouse, Hagerstown, MD, Deed Book IN 4, p. 500, 8/5/1849.

¹⁹⁸ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 8/8/1849, p. 3.

¹⁹⁹ Washington County Courthouse, Hagerstown, MD, Deed Book IN 4, p. 625, 11/30/1849.

²⁰⁰ Washington County Courthouse, Hagerstown, MD, Deed Book IN 4, p. 890, 3/25/1850.

Jacob Snively & Benjamin Bean Family History

John Brosius had a debt to Jacob Snively and Jacob Snively obtained a writ of *Fieri Facias* against the property of John Brosius, namely Lots No. 22, 23 and 24 in “Brent’s Addition to Hancock” fronting on the Turnpike road and running back to High Street with a good frame dwelling house, tan yard, bark house, shops, &c., for the finishing of leather, with everything belonging to a first rate Tannery, a good stream of water running through the yard, &c. Sheriff Daniel South published an announcement that he would sell the property on June 1, 1850, in front of Grave’s Tavern.²⁰¹

Also on May 8, 1850 agreeable to the Whig Central Committee of Washington County. the Whigs of District No. 5, met at the House of Silas Graves, in Hancock, and appointed 20 Delegates to meet in County Convention on Saturday, May 25, 1850. Jacob Snively was one of the 20 appointed delegates.²⁰² The Whigs did hold a general Convention, in Hagerstown, on Saturday, May 25th and appointed Jacob Snively one of six delegates to represent the County in the Whig Gubernatorial Convention, to meet in Frederick on June 6, 1850.²⁰³ The Whig State Gubernatorial Convention did assemble in the Court House, Baltimore, on June 12, 1850; Jacob Snively was appointed to the committee to nominate permanent officers for the Convention and propose rules for its government.²⁰⁴

In June 1850, in consideration of \$8,151.21, Jacob Snively purchased 138+ acres from the estate of Jacob Gardenhour at public sale.²⁰⁵ And on June 15, 1850, Jacob Snively purchased 150 acres of land for \$375 from a Sheriff’s sale.²⁰⁶

Politics continued with a primary meeting of the Whig Reformers of District No. 5, held in Hancock, to nominate and appoint 20 Delegates to represent the District in the Whig Convention to be held in Hagerstown on July 16, 1850. Jacob Snively was appointed one of the 20 Delegates.²⁰⁷ The next week it was announced that President Zachary Taylor, President of the United States, had died.²⁰⁸ The Whig Central Committee did meet on July 16, and felt overwhelmed on account of the death of President Taylor. The Delegates were encouraged by the elevation of Millard Fillmore, a firm and consistent Whig, to the Presidency. Jacob Snively, District No. 5, was appointed to the Whig Central Committee for 1851.²⁰⁹

In August 1850, the census reported Jacob Snibly [*sic.* Snively], age 48, a merchant with real estate valued at \$800, living District 2, Washington County.²¹⁰ Living with him were: Harriet, age 48, wife; Virginia C., age 18, daughter; Vara [*sic.* Eudora], age 15, daughter; Maria L., age 12, daughter; George W., age 9, son; Roberta F., age 6, daughter; Helat L. Blackwell, age 52, born in Ireland; and Patrick Brounion, age 50, relationship not found, born in Ireland.

In August 1850, the census reported Hopewell Bean, age 54, as an Inn Keeper with real estate valued at \$1,000, living in District No. 2, probably Williamsport.²¹¹ She had four male residents at her Inn, a

²⁰¹ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 5/8/1850, p. 3.

²⁰² *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 5/15/1850, p. 3.

²⁰³ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 5/29/1850, p. 2.

²⁰⁴ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 6/12/1850, p. 3.

²⁰⁵ Washington County Courthouse, Hagerstown, MD, Deed Book IN 5, p. 185, 6/4/1850.

²⁰⁶ Washington County Courthouse, Hagerstown, MD, Deed Book IN 5, p. 342, 10/10/1850.

²⁰⁷ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 7/10/1850, p. 3.

²⁰⁸ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 7/17/1850, p. 2.

²⁰⁹ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 7/24/1850, p. 3.

²¹⁰ 1850 Census, Maryland, Washington County, District 2, enumerated on 8/17/1850, p. 131.

²¹¹ 1850 Census, Maryland, Washington County, District 2, enumerated on 8/17/1850, p. 131.

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Silversmith, a Physician, a Tinner and one unemployed. It is unlikely that either Jacob Snibly or Hopewell Bean lived in District No. 2 in 1850, all other data affirms they lived in District No. 5, Hancock, but that is what was reported.

In November 1850, the census listed Horace Resley, age 35, a Contractor, with real estate valued at \$400, living in Cumberland.²¹² Living with him were: Sarah, age 35, wife; John M. age 7, son; Wm. Howard, age 3, son; Isabelle, age ½, daughter; Eliza Brain, age 18, born in England, relation not reported; Mathew McClannahan, age 16, probably Sarah's brother; and John J. McClannahan, age 18, a Merchant, probably Sarah's brother. Note: Horace Resley was the son of Mary Snively Resley, who was the oldest sister of Jacob Snively, Jr.

The same census reported Richard [Richmond] Gregory, age 24, a merchant, living in District 2, Washington County.²¹³ Living with him were: Ann L., age 20, wife [Jacob and Harriet Snively's oldest daughter]; Charles, age 2, son; Julian, age 6/12, son; Elizabeth Sheriff, age 22, relation not stated; Charles Henderson, age 24, relation not stated.

George Brent, Executor of Thomas C. Brent, deceased, gave public notice that on Friday, June 16, 1851, he would offer at public sale, a large **Frame Ware House**, in "Brent's Addition to Hancock," then in the occupancy of Mr. Jacob Snively and had been for several years.²¹⁴ The warehouse was situated upon the bank of the Canal, at the lower end of a half-acre corner lot, eligibly suited for business. The terms were one-third of the purchase money to be paid at time of sale, the balance in two annual instalments, and upon the last payment a good title would be made. The next week, George Brent, Executor of Thomas C. Brent, deceased, gave public notice that on Friday, June 13, 1851, he would offer at public sale a large **frame Store & Dwelling House** attached, upon a fine corner Lot, containing *THEREE-FOURTHS OF AN ACRE*. There was also a Blacksmith Shop upon the lot, all fronting on Main Street, known as Lot No. 1, in "Brent's Addition to Hancock." The property was occupied for many years by Mr. Jacob Snively and was then occupied by Dr. John G. Wilson. There was close to the Store Room a large **Granary and Good Stable**. Apparently, the first advertisement did not properly describe the premises and had the wrong date for the sale. The sale price was \$1,500 to Dr. John G. Wilson, who was then living on the premises and who took until July 11, 1853 to make the third payment of the purchase money and gain a good title.²¹⁵ Jacob Snively must have built the warehouse on land he did not own, the land was owned by Thomas C. Brent. Then Jacob Snively removed from the premises and Dr. John G. Wilson moved in; leases or rental agreements for either occupant have not been found.

On June 4th 1851, Jacob Snively purchased 300 acres of land for \$25 from Thomas & Catharine Bryan.²¹⁶ It seems Thomas Bryan had first married Elsec Baxter, who died, and then he married Catharine Baxter, her sister, the heirs of William W. Baxter, deceased. It was the estate of William W. Baxter that was sold to Jacob Snively.

We found the following advertisement: "**GOLD WATCH LOST** – Lost, a short distance below the Foundry, on the Canal towpath, a Capped Gold Watch with Gold Chain and Seal. The finder, by

²¹² 1850 Census, Maryland, Allegany County, Cumberland, enumerated on 11/30/1850, p. 35.

²¹³ 1850 Census, Maryland, Washington County, District 2, enumerated on 8/17/1850, p. 132.

²¹⁴ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 5/21/1851, p. 3.

²¹⁵ Washington County Courthouse, Hagerstown, MD, Deed Book IN 10, p. 591, 12/4/1855.

²¹⁶ Washington County Courthouse, Hagerstown, MD, Deed Book IN 6, p. 227, 10/11/1851.

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returning it to Mr. Bryan, collector of tolls for the Chesapeake and Ohio Canal Company, will be liberally rewarded. JACOB SNIVELY”²¹⁷ The advertisement first ran on May 30 and ran three times, a weekly newspaper.

On June 18, 1851, the Whig Central Committee of Washington County requested the Whig voters to assemble at their usual places on Saturday, July 12, 1851 to appoint five delegates from each District to attend the Congressional Convention, the time and place to be determined. Jacob Snively was the District No. 5 member of the Central Committee.²¹⁸

On June 30, 1851, Jacob Snively, of Hancock, Md., registered the canal boat “Eagle” hailing out of Hancock, Class B, 90’ in length, 14’ – 2” in width, 12” draft unloaded, 45” draft loaded.²¹⁹ During 1851 the canal boat “Eagle” arrived in Georgetown on 4/11 and departed on 4/14; arrived on 5/30 and departed on 6/20; arrived on 9/24; and arrived on 11/12 carrying 1,800 bushels of wheat and 16,000 hoop poles, departing on 11/18.²²⁰ In the earlier arrivals the cargo was also wheat or flour but specifics were not listed. Also, the distance given was 124 miles, which matches well with the Hancock mile post.

Michael Piles of Allegany County was indebted to Jacob Snively in the amount of \$180.68. Mr. Piles promised, on Aug. 8, 1851, to pay the sum by January 1, 1842 and put up three horses, their gear, a wagon and a horse bucket as collateral.²²¹

Back on May 18, 1841, in the Washington County Court, a dispute arose about a certain tract or parcel of land; Jacob Snively was appointed Trustee and empowered to sell the real estate, which he did on Oct. 2, 1841, for the sum of \$2,906. The sale was ratified by the Court and the purchase money finally paid in full; then Jacob Snively executed a conveyance for the same on Jan. 7, 1852, to Priscilla McFerren and George Thomas.²²²

Arthur Blackwell must have been in poor health which caused him to publish his last will and testament, dated March 15, 1852; a transcript is provided at the back of this report. Note that no children were mentioned in the will; however, Virginia C. Snively, daughter of his sister (Harriet Blackwell Snively) was mentioned, as was Harriet Blackwell Snively and Mary Blackwell Ohr, Arthur’s two youngest sisters. Then he died on May 27, 1852 and was buried in Brent Cemetery, Hancock. Per the last will and testament, Jacob Snively was designated the Executor of the Arthur Blackwell estate by the Orphans’ Court of Washington County.²²³ On June 8, 1852 all persons having claims against the estate were warned to exhibit the same with the vouchers thereof, on or before Dec. 20, 1852. All persons knowing themselves to be indebted to the estate were requested to call on Mr. Snively and make immediate payment. On March 5, 1853, Jacob Snively sold the Blackwell house and lot in Hancock to David Neill for \$1,021; it took until Nov. 10, 1853 for the sale to be ratified by the Court and for David Neill to pay the purchase money, at which time Jacob Snively executed a conveyance for the real estate.²²⁴

²¹⁷ *Daily National Intelligencer*, Washington, D. C., newspaper, Friday, 6/6/1851, p. 4.

²¹⁸ *Herald of Freedom*, Hagerstown, Md., newspaper, Wednesday, 6/18/1851, p. 2.

²¹⁹ *REGISTERS ISSUED TO BOATS TO NAVIGATE THE CHESAPEAKE AND OHIO CANAL, 1851-61*, available from www.candocanal.org/histdocs/index.html.

²²⁰ *Canal Trade – 1851*, available at www.candocanal.org/histdocs/index.html

²²¹ Allegany County Courthouse, Cumberland, MD, Deed Book 7, p. 518, 8/25/1851.

²²² Washington County Courthouse, Hagerstown, MD, Deed Book IN 6, p. 700, 4/30/1852.

²²³ *Herald of Freedom & Torch Light*, Hagerstown, Md., newspaper, Wednesday, 6/16/1852, p. 3.

²²⁴ Washington County Courthouse, Hagerstown, MD, Deed Book IN 8, p. 207, 12/15/1853.

Back on April 16, 1846, in the Washington County Court, a dispute arose about a certain tract or parcel of land; Jacob Snively was appointed Trustee and empowered to sell the real estate, which he did on July 8, 1846, for the sum of \$2,139 to Charles B. Fisk. The sale was ratified by the Court and the purchase money finally paid in full; then Jacob Snively executed a conveyance for the same on Feb. 12, 1855.²²⁵

On Feb. 2, 1853, in consideration of \$1,242, Jacob Snively bought the interest of his sister, Mary Resley, in the estate of their father, Jacob Snively, Sr., containing 225 acres.²²⁶ Her two brothers, George Snively and John Snively, were probably then already both deceased. The other sister, Rachael Snively, must have already have been deceased.

Henry and Sarah Wells, in consideration of \$80, sold their property, Lot No. , to Lloyd H. Barton, who was already occupying the Tavern.²²⁷

The presidency of the Chesapeake and Ohio Canal became open in 1853, a newspaper reported: “**The Presidency of the Canal** – A number of talented and energetic gentlemen have been named in the different papers of the State, in connection with this important post. Among this number are the names of Col. George Schley, Hon. J. Dixon Roman, Robert Fowler, John Van Lear and Jacob Snively, Esqs., prominent and influential citizens of this county.”²²⁸

On April 20, 1854, the canal boat “Eagle” arrived in Georgetown with a load of bark, having come 135 miles, corresponding to Dam No. 6.²²⁹

The next month, Joseph Snively buys one seventh part of three tracts of land: one containing 50 acres; one containing 304 acres; and one containing 16 acres, from Joseph and Rebecca Rowland for \$100.²³⁰ From the third deed, dated May 3, 1854, we learn the names of the surviving family members: Mary Resley, mother; Horace, Minerva, James, Catharine, Cara A., & Rebecca, the children.²³¹ All were living in Washington County, except Horace Resley who had already removed to Allegany County. Ellen Resley had already died, in 1845. The status of Arthur Resley is unknown. George Resley moved to Llano, Llano County, Texas where he died on Mar. 1, 1899; apparently, he resided in Harris county, Texas in 1854.²³²

We gain a view of Hancock from the following newspaper article: “**The Town of Hancock** – A Correspondent of the last News thus refers to Hancock, its improvements, scenery, &c. – Upon approaching the ancient-looking place from the east, all cannot but admire the scenery – the mountains, river, canal and often the swift passing locomotive with her long trains and shrill whistle – all, when combined, give a grandeur not easily surpassed. Guano is doing wonders to the soil in and about this place, of which the luxuriant fields of wheat is abundant evidence, and adds a great charm to the scenery.

²²⁵ Washington County Courthouse, Hagerstown, MD, Deed Book IN 9, p. 349, 2/14/1855.

²²⁶ Washington County Courthouse, Hagerstown, MD, Deed Book IN 10, p. 107, 12/5/1854.

²²⁷ Washington County Courthouse, Hagerstown, MD, Deed Book IN 8, p. 102, 9/6/1853.

²²⁸ *Herald of Freedom & Torch Light*, Hagerstown, Md., newspaper, Wednesday, 12/21/1853, p. 2.

²²⁹ *Canal Trade – 1854*, available at www.candocanal.org/histdocs/index.html

²³⁰ Washington County Courthouse, Hagerstown, MD, Deed Book IN 10, p. 108, 12/5/1854.

²³¹ Washington County Courthouse, Hagerstown, MD, Deed Book IN 9, p. 134, 6/9/1854.

²³² *The Houston Post*, Houston, TX, newspaper, Thursday, 1/11/1900, p. 9.

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“As one approaches the place, the eyes must rest upon a large and commodious warehouse erected recently on the Canal, by the very enterprising and energetic gentleman, Jacob Snively, Esq., the design and workmanship reflects much credit upon the builder, Mr. Nicholas Burger. It is said to be one of the best warehouses on the line of the Chesapeake and Ohio Canal; the top of the building projects so far over the Canal, that no boat should pass without giving the countersign.

“There are several other new buildings in process of erection here this summer, and I may say the town is looking up somewhat in improvements. The Tavern of Mrs. Bean would be an honor to any place – fare excellent and charges low. To a boarder at her table, the title sometimes derisively given to the place – “chicken town” – has a peculiar and far from unpleasant meaning.”²³³

On June 7, 1854, Jacob Snively, of Hancock, Md., registered the canal boat “A. C. Blackman” hailing out of Hancock, Class A, 88’ in length, 14’ in width, 10” draft unloaded, 54” draft loaded.²³⁴ In 1862, A. C. Blackman was named Collector at Hancock, salary \$200 per annum.²³⁵ He was listed as Collector at Hancock during 1873, per Canal Payroll records. The boat, “A. C. Blackman” was seized by the Union Government on Feb. 27, 1862; but that is getting ahead of the story.

By March 25, 1855, David Hergesheimer was indebted in the amount of \$870.30 to Jacob Snively, and could not pay the debt; thus, David Hergesheimer sold his two canal boats named “Magnum” and “J. Snively” plus their fixtures and 8 mules to Jacob Snively.²³⁶ The 1850 census listed David Hergesheimer, age 32, as a Boatsman. In 1851, Capt. Hergesheimer of the canal boat “J. Snively” made at least seventeen trips from Cumberland to Alexandria with coal. In 1853 only three trips were found, followed by two trips in 1854, and none in 1855. The 1860 census listed David Hergesheimer, age 40, as a farmer, married, with two children. He had left the canal life.

On March 10, 1856, Jacob Snively sold 300 acres of land for \$62 to Isaac Baxter.²³⁷ The price was very low and Harriet Snively did not co-sign the deed giving up her dower right.

James B. and Jennie N. Brinsmade, lived in New York City, New York and, presumably, had dissolved any Brinsmade & Snively relationship. That is determined by the deed dated March 13, 1857 wherein James B. and Jennie N. Brinsmade, in consideration of \$1,800, granted unto Henry Johnson, Lots No. 22, 23 and 23, of Brent’s Addition to Hancock, subject to the dower rights of Marcelina Brosius (wife of John Brosius) and the lease of Jacob Snively, both of Hancock.²³⁸

Then on Dec. 22, 1858, Jacob and Harriet Snively sold a lot in Hancock to Jane Van Horn for \$800.²³⁹ Jacob Snively also acted as the Executor for Arthur Blackwell, deceased.

²³³ *Herald of Freedom & Torch Light*, Hagerstown, Md., newspaper, Wednesday, 5/17/1854, p. 2.

²³⁴ *REGISTERS ISSUED TO BOATS TO NAVIGATE THE CHESAPEAKE AND OHIO CANAL, 1851-61.*

²³⁵ *Civilian & Telegraph*, Cumberland, Md., newspaper, 2/20/1862, p. 2.

²³⁶ Washington County Courthouse, Hagerstown, MD, Deed Book IN 10, p. 148, 3/24/1855.

²³⁷ Washington County Courthouse, Hagerstown, MD, Deed Book IN 11, p. 121, 4/7/1856.

²³⁸ Washington County Courthouse, Hagerstown, MD, Deed Book IN 12, p. 376, 3/28/1857.

²³⁹ Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p. 670, 1/11/1859.

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The selling continued in 1859 when Jacob Snively sold 50 acres to David Mann for \$150²⁴⁰ and Lot No. 4, in Hancock, to Patsy Jobe & Sally Paden for \$200.²⁴¹ Note that Harriet Snively did not co-sign the first deed but she did on the second deed.

Then on June 18, 1860, George & Anna Brent, Jacob & Harriet Snively, and Jacob Snively Executor of Arthur Blackwell, deceased, sold several parcels of land to James Cody for \$153.²⁴²

The 1860 census reported Jacob Suisely [Snively], age 59, a Miller, with real estate valued at \$8,000 and a personal estate valued at \$1,500, living in Hancock, Md.²⁴³ Living with him were: M. H., age 58, wife; Enose A., age 26, daughter; Maria, age 23, daughter; Virginia, age 20, daughter; George W., age 18, son; Roberta F., age 17, daughter; A. C. Blackman, age 65, unrelated, working as a miller; Henry Landus, age 54, unrelated, working as day laborer; Michael Landus, age 22, unrelated, working as a day laborer; Resford Landus, age 18, unrelated, working as a day laborer; and Hiram Landus, age 15, unrelated, working as a day laborer. We suspect A. C. Blackman was the miller with the four Landus men, a family group, providing the daily labor. The same 1860 Census – Slave Schedule reports Jacob Snively had seven slaves: one male age 50; one female age 45; one female age 17; one female age 14; one female age 35; one male age 6; and one male age 1.²⁴⁴ The data suggests two slave families working at the mill.

The 1860 census listed Horace Resley, age 44, a Clerk, with real estate valued at \$500 and a personal estate valued at \$1,500, living in Cumberland.²⁴⁵ Living with him were: Sarah J., age 41, wife; John, age 16, son, a Clerk; William, age 13, son; and Isabel, age 10, daughter.

The 1860 census reported Lloyd H. Barton, age 74, a Hotel Keeper with real estate valued at \$1,000 and a personal estate valued at \$500 as living in Hancock.²⁴⁶ Living with him were: Frances, age 62, wife; Charles, age 42, son; Ellen, age 28, daughter; Mary, age 26, daughter; Hopewell Bean, age 66, [sister-in-law]; John Troxell, age 68, no relation reported; and Frederick Spouseller, age 32, no relationship reported, a Saddler with a personal estate valued at \$300. The same 1860 Census – Slave Schedule reports Lloyd H. Barton had six slaves: one female age 50; one female age 18; one male age 12; one female age 8; one male age 6; and one female age 3.²⁴⁷ The data suggests one slave family working at the Hotel. Hopewell Bean also had one male slave, age 19, probably also working at the Hotel and assisting 66 year old Hopewell Bean.

The same census reported: Richmond Gregory, age 35, a Merchant with real estate valued at \$5,000 and a personal estate valued at \$5,700, living in Hancock.²⁴⁸ Living with him were: Ann L., age 32, wife; Charles R., age 12, son; Julian, age 10, son; Edward, age 6, son; Louisa, age 4, daughter; Arthur, age 1, son; and Samuel Davis, age 26, unrelated, a Clerk.

²⁴⁰ Washington County Courthouse, Hagerstown, MD, Deed Book IN 14, p. 124, 4/28/1859.

²⁴¹ Washington County Courthouse, Hagerstown, MD, Deed Book IN 14, p. 124, 4/28/1859.

²⁴² Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, p. 173, 8/16/1860.

²⁴³ 1860 Census, Maryland, Washington County, Hancock District, enumerated on 9/14/1860, p. 149.

²⁴⁴ 1860 Census – Slave Schedule, Maryland, Washington County, Hancock District, enumerated on 9/14/1860, p. 5.

²⁴⁵ 1860 Census, Maryland, Allegany County, P.O. Cumberland, enumerated on 6/26/1860, p. 127.

²⁴⁶ 1860 Census, Maryland, Washington County, Hancock District, enumerated on 9/14/1860, p. 145.

²⁴⁷ 1860 Census – Slave Schedule, Maryland, Washington County, Hancock District, enumerated on 9/14/1860, p. 5.

²⁴⁸ 1860 Census, Maryland, Washington County, Hancock District, enumerated on 9/14/1860, p. 157.

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Agreeably to public notice, and the recommendation of “The National Union Democratic Central Committee of the State of Maryland” a large meeting of citizens of the Fifth Election District of Washington County, met at the house of Lloyd H. Barton, in Hancock, on Tuesday, Nov. 27th 1860 for the purpose of taking into consideration the present crisis of the public affairs and to appoint ten Delegates to the State Convention, to meet in Baltimore on Dec. 6, 1860. Jacob Snively was one of the ten appointed Delegates.²⁴⁹

The Civil War began on April 12, 1861.

A little good news: On June 25, 1861, Maria Louisa Snively married Thomas Callen, in Washington County, Md. Maria Louisa was the fourth daughter of Jacob and Harriet Snively

Jacob Snively was Executor to Jacob Schlagel, deceased, and on Sept. 13, 1861 sold 309+ acres in the Schlagel estate to John Brooks for \$2,050.²⁵⁰ On Nov. 12, 1861 the Court ratified the sale of the balance of the real estate of Jacob Schlagel, deceased, made by Jacob Snively, his Executor to take effect on Dec. 13, 1861 provided no cause to the contrary be shown.²⁵¹ The amount of the sale was reported as \$1,203.25.

On Feb. 21, 1862, Jacob Snively sold 200+ acres of the Schlagel estate to Jacob Reel, James Cullens and Daniel Miles & Elizabeth Barton Murray, in consideration of \$1,202.30.²⁵²

Lloyd H. Barton, Hotelkeeper, died on March 30, 1862 and was buried in Hancock Cemetery.

Later that year, Jacob Snively was appointed one of three Election Judges for District No. 5 by the County Commissioners.²⁵³ And even later that year the Maryland Governor appointed Jacob Snively one of thirteen members of the Executive Committee for Washington County.²⁵⁴ The Committee met on July 26, 1862, at the office of Judge Weisel, in Hagerstown and adopted resolutions supporting the Governor in regard to his efforts to recruit men for the army of the United States.

Joseph R. Long and Alex Shafer began advertising their new and substantial canal boat, “The Monitor,” (Mr. O. Baker’s build) as available to carry wheat, corn and all other country produce for transportation on the Canal.²⁵⁵ Or if preferred, the subscribers would purchase such produce for CASH. The subscribers also had a warehouse for receiving wheat &c., presumably in Hancock. From Alexander Shafer’s obituary, we learn that he engaged in milling and shipping at various points along the C. & O. Canal. He conducted the mill along Big Slack Water, now called Avis’ Mill, for a number of years prior to 1863, when he relinquished the mill and took up farming on 160 acres near St. James College. He and Joseph R. Long occasionally sold real estate together. Information on Mr. O. Baker has not been found.

Frances Barton, Hotelkeeper, died on Jan. 9, 1863 and was buried in Hancock Cemetery.

²⁴⁹ *Herald of Freedom & Torch Light*, Hagerstown, Md., newspaper, Wednesday, 12/5/1860, p. 2.

²⁵⁰ Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, p. 727, 11/19/1861.

²⁵¹ *Herald of Freedom & Torch Light*, Hagerstown, Md., newspaper, Wednesday, 11/20/1861, p. 3.

²⁵² Washington County Courthouse, Hagerstown, MD, Deed Book IN 17, p. 20, 4/3/1863.

²⁵³ *Herald of Freedom & Torch Light*, Hagerstown, Md., newspaper, Wednesday, 5/4/1862, p. 2.

²⁵⁴ *Herald of Freedom & Torch Light*, Hagerstown, Md., newspaper, Wednesday, 7/30/1862, p. 2.

²⁵⁵ *Herald of Freedom & Torch Light*, Hagerstown, Md., newspaper, Wednesday, 8/27 & 10/8/1862, p. 3.

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On Jan. 14, 1863, Sheriff Henry Gantz advertised a Sheriff's Sale of the goods and chattels, lands and tenements of Jefferson Fisher, specifically 66 acres of land, to be sold on Feb. 4, 1863. in front of the "Central Hotel," in Hancock, to settle a suit of Jacob Snively and others.²⁵⁶

On Feb. 21, 1863, Jacob Snively, Executor, sold Lot No. 26 in Hancock to Elmira H. Swain for \$835; it too was a part of the Schlagel estate.²⁵⁷

J. Snively sold 12 barrels of flour at \$10 each on June 27, 1863 to the Confederate States; the receipt was signed by Major Wm. Lock and the flour was received at Hancock, Md.

Horace Resley registered for the U.S. Civil War Draft, on July 1, 1863; he was 48 years old.

Whereas his slave, Osborn Duckett, had enlisted in the Union Army, on May 2, 1864, Jacob Snively set his slave free as of Feb. 24, 1864, the date Osborn Duckett enlisted.²⁵⁸ A thumbnail sketch of Osborn Duckett follows: He enlisted on Feb. 21, 1864 as a private, Company D, 30th Regiment, U. S. Colored Troops, he sprained his ankle on Jan. 22, 1865 when he was thrown from a cart, and was admitted to Summit House General Hospital, Philadelphia, Pa. on Feb. 9, 1865, he was aged 46, married to Caroline Duckett, whose residence was in Hancock, Md. He was mustered out on May 24, 1865 from Hall Hospital, Philadelphia, Pa. where he had been detailed as an orderly to Col. Bates. Osborn and Caroline had a son, Novel Duckett, born Mar. 12, 1857 in Hagerstown, Md. Per the 1870 census, he and Caroline [nee Marsh] were living in Hancock, Md. where he was an Engineer at a Steam Mill. An 1860 Business Guide for Hancock listed only two flour mills: one water-powered by Samuel Bowles at Tonoloway Creek and the other a Steam Flour Mill by Jacob Snively; thus, it appears that in 1870, Osborn Duckett, a free black man, went to work for Jacob Snively, in Hancock. Per the 1880 census, Osborn and Caroline Duckett were still living in Hancock, Md. where he was working as a Laborer. Osborne Duckett died on Mar. 23, 1895. Their son, Novel Duckett, a married chef, died on June 21, 1922 in Pittsburgh, Pa.

The former Sheriff Henry Gantz advertised a Sheriff's Sale of the right, title, interest, property, claims and demand for 241 acres of land belonging to James Resley and Jacob Snively, to be sold at public sale on Wednesday, Dec. 30, 1863, in front of the Court House in Hagerstown.²⁵⁹

At a *Meeting of the Commissioners of Public Works* held on Wednesday, March 23, 1864, at Barnum's City Hotel, the following gentlemen were appointed directors on the part of the State, in the respective public works named: I the Baltimore and Ohio Railroad Company - ... Jacob Snively, of Hancock . . . All the appointments to date from the first Monday in April. The board adjourned to meet on the 11th of April, when they will proceed North for the purpose of making examinations into the arrangements of canal, with a view of making some improvements upon the Chesapeake and Ohio Canal."²⁶⁰

Back on June 22, 1857, Jacob Snively had given Horace Resley a promissory note, which by June 10, 1864, Jacob Snively still owed \$950.61; thus, Jacob Snively gave Horace Resley a mortgage on Jacob

²⁵⁶ *Herald of Freedom & Torch Light*, Hagerstown, Md., newspaper, Wednesday, 1/21/1863, p. 3.

²⁵⁷ Washington County Courthouse, Hagerstown, MD, Deed Book IN 17, p. 203, 6/2/1863.

²⁵⁸ Washington County Courthouse, Hagerstown, MD, Deed Book IN 18, p. 196, 5/25/1865.

²⁵⁹ *Herald of Freedom & Torch Light*, Hagerstown, Md., newspaper, Wednesday, 12/9/1863, p. 2.

²⁶⁰ *The Baltimore Sun*, Baltimore, Md., newspaper, Saturday 3/26/1864, p. 1.

Snively's land lying along Little Tonoloway as collateral to extend the debt until June 1, 1867, or the land would be forfeited.²⁶¹

On July 31, 1864, Gen. McCausland and his cavalry entered Hancock and demanded a ransom of \$30,000 and 5,000 cooked rations from the town. Although this demand could not be met, the citizens collected all the money they could raise and delivered it to Gen. McCausland. Among the funds handed over to the Confederates were "large sums of script, bonds and acceptances of the canal company" that were taken from Jacob Snively, the collector at Hancock.²⁶² While in possession of Hancock, the Confederates plundered the town's stores and burned canal boats. They were chased out of town by Brig. Gen. William W. Averell and his Union cavalry.

On March 5, 1865, Jacob Snively bought a half acre lot in Keedysville, Md. for \$2,105 from David and Elizabeth S. Hollenberger.²⁶³

The Civil War ended on April 9, 1865.

Jacob Snively was elected president of the Chesapeake and Ohio Canal as recorded: "**Chesapeake and Ohio Canal** –The Board of Public Works of Maryland met here today, and elected for Chesapeake and Ohio Canal Officers, the ensuing year, the following named gentlemen: For President, – J. Snively, Hancock. Maryland. For Directors –Henry B. Cook, Lawrence Bowie, Lawrence Dawson, Charles Abert, E. F. Anderson, A. O. Green."²⁶⁴

Jacob Snively and Joseph Murray gave notice that they were administrators for the estate of Richmond Gregory, deceased, and that creditors should submit their claims, with vouchers, to the subscribers on or before May 1, 1866, otherwise they may be excluded from all benefits of said estate.²⁶⁵

In 1865 trustees helped out county pensioners and then were reimbursed by the county. A newspaper printed "Statement of Expenses of Washington County for the fiscal year ending June 13, 1865" wherein for Election District No. 5, pensioner Rosanna Small was helped with \$20; pensioner Mrs. Holbert was helped with \$17; pensioner Mrs. Ganther was helped with \$15; pensioner Jacob Dansew was helped with \$15; pensioner Mrs. Kinear was helped with \$17; pensioner Mrs. Richard was helped with \$8; pensioner Mrs. Reed was helped with \$15; and pensioner Moses McCoy was helped with \$15, all by trustee Jacob Snively.²⁶⁶ Over in Election District No. 15, pensioner Catherine Cutshall was helped with \$15 by Jacob Snively also.²⁶⁷

Jacob and Harriet Snively sold a tract of land called "Stockdale" to William Pool for \$550 on Dec. 4, 1865.²⁶⁸

²⁶¹ Washington County Courthouse, Hagerstown, MD, Deed Book IN 17, p. 614, 6/17/1864.

²⁶² *Historic Resource Study: Chesapeake & Ohio Canal*, by Harlan D. Unrau, Chapter 11, C&O Canal During the Civil War, p. 760, 761.

²⁶³ Washington County Courthouse, Hagerstown, MD, Deed Book IN 19, p. 111, 4/4/1865.

²⁶⁴ *The Baltimore Sun*, Baltimore, Md., newspaper, Friday, 7/7/1865, p. 4.

²⁶⁵ *Herald of Freedom & Torch Light*, Hagerstown, Md., newspaper, Wednesday, 10/18/1865, p. 4.

²⁶⁶ *The Herald and Torch Light*, Hagerstown, Md., newspaper, Wednesday, 10/25/1865, p. 1.

²⁶⁷ *Ibid.*

²⁶⁸ Washington County Courthouse, Hagerstown, MD, Deed Book LBN 1, p. 325, 12/8/1865.

A newspaper reported that in the *United States District Court*, Judge Giles presiding, Thomas Callan was indicted for circulating counterfeit national bank-notes, Jacob Snively put up the \$4,000 bail.²⁶⁹

In the same newspaper edition, it was reported: “**THE CONSERVATIVE MASS MEETING AT HAGERSTOWN** – The mass meeting of the conservative citizens of Washington County, Md., without regard to former political distinctions, held at Hagerstown on the 6th instant, seems to have been an imposing affair.

“For the speaking, stands were erected on a large vacant lot adjacent to the town, to which the various delegations proceeded, and where the meeting was organized by the election of the following named gentlemen as officers: - President, Jacob Snively, of Hancock; vice-presidents, Denton Jacques, John Booth, John Ankeny, Michael Newcomer, M. S. Barber; secretaries, Dr. J. McKinnon, A. Milton Ditto, Samuel M. Reitzell.”²⁷⁰

A newspaper reported: “**WASHINGTON COUNTY** – A County Convention, of the supporters of President Johnson’s restoration policy, was held in Hagerstown, on the 17th instant. The *Mail* says that the Convention was composed of the solid and influential men of the county; all the districts were represented, and the body was large and enthusiastic. Col. John J. Bowles presided.

“John T. Ankeny, Denton Jacques, William Reynolds, William Biershing, Jacob Snively and James H. Grove, were appointed Delegates to the State Convention to be held in Baltimore on the 25th July.”²⁷¹

Jacob Snively was re-elected president of the Chesapeake and Ohio Canal as recorded: “**Chesapeake and Ohio Canal** – At a meeting of the State Board of Public Works, held in Baltimore on Monday last, the following gentlemen were elected officers of the Chesapeake and Ohio Canal Company for the ensuing year: President – Jacob Snively. Directors – F. Dorsey Herbert, A. Kushner Stake, L. J. Brengle, Horace Resley, Charles Abert and H. Addison.”²⁷²

On Sept. 27, 1866, in consideration of a debt of \$403.53, Jacob Snively accepted a mortgage from Alexander B. Reeder on a lot Reeder owned in Hancock, as collateral on the debt, to be paid by Sept. 27th 1869.²⁷³

Jacob Snively remained active in politics as cited by the following: “**Maryland Politics** – The National Union party of Washington county held their county convention on Saturday last, and nominated the following ticket for the House of Delegates: Jacob Snively, M. S. Barber, John Ankeny, J. W. Pole and Jonathan Tobey.”²⁷⁴

Noting one of the rare times a deed [Deed Book IN 4, p. 810] was found defective, Jacob Snively had Otho and Catharine Oliver reissue the deed to Lots 8 & 9 in the Town of Hancock.²⁷⁵

²⁶⁹ *The Baltimore Sun*, Baltimore, Md., newspaper, Saturday, 6/9/1866, p. 1.

²⁷⁰ *The Baltimore Sun*, Baltimore, Md., newspaper, Saturday 6/9/1866, p. 4.

²⁷¹ *The Alleganian*, Cumberland, Md., newspaper, Wednesday, 7/25/1866, p. 3.

²⁷² *The Baltimore Sun*, Baltimore, Md., newspaper, Saturday 9/1/1866, p. 1.

²⁷³ Washington County Courthouse, Hagerstown, MD, Deed Book IN 19, p. 622, 10/4/1866.

²⁷⁴ *The Baltimore Sun*, Baltimore, Md., newspaper, Monday, 10/1/1866, p. 4.

²⁷⁵ Washington County Courthouse, Hagerstown, MD, Deed Book IN 19, p. 673, 11/20/1866.

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The U. S. IRS Tax Assessment List for 1866 included Jacob Snively, Hancock, a Retail Dealer (\$10), with Income of \$1,088 (\$54.40), a watch (\$2) and a piano (\$4) for a total tax assessment of \$70.40.

In February of 1867 a freshet in the Potomac occurred and caused a delay in opening the Canal to traffic while the entire length was inspected and repairs made. A newspaper reported, under *Georgetown Affairs*, that a letter had been received from Hancock, Md., stating that President Jacob Snively of the Canal, assures everyone that the water is in the canal for its entire length and navigation will be resumed in a few days.²⁷⁶

The following two newspaper articles are reprinted to show that during President Snively's second term, the Canal was doing very well indeed. **"The Coal Trade. By C. & O. Canal.** There were dispatched from the port of Cumberland, during the last week, 130 boats laden with 13,241.17 tons of coal, forwarded by the following companies:

American	3,113.07
Borden	1,640.00
Central	3,815.01
Hampshire	749.07
Cumberland Coal & I.	1,272.08
Consolidation	2,651.14
	13,241.17

"Chesapeake & Ohio Canal. - The thirty-ninth annual report of the President and Board of Directors of the Chesapeake and Ohio Canal, for the year ending December 31, 1866, shows that the canal is in a more prosperous condition than it has ever been. The revenues for the year 1866 exceed those of 1865, \$7,112, which was much greater than any preceding year. The total receipts from tolls, water rents, rents of houses and lands, and fines amount to \$366,846.86. The current expenses of the company for the year were \$234,256.37. Excess of revenues over current expenses, \$132,590.49. The ordinary expenses of maintenance of the canal were one-third more than those of the preceding year, owing to the continued high rates paid for labor and material, and to a greater amount of work done on improvements of the canal than hitherto.

The report refers to the reduction of tolls on coal, which took effect the 1st of March, and will require an increase of transportation of coal to the extent of twenty-five percent, to realize a like amount of revenue at the former rate of toll. It also states that all of the floating debt of the Company, amounting to \$301,024.25 has been paid within the last two years with the exception of about \$10,000, due for outstanding certificates for repairs and small balances on the superintendencies, to parties who have not presented them for payment, which can be paid when demanded. For all practical fiscal purposes, the floating debt of the company may be regarded as extinguished."²⁷⁷

In 1867 Jacob Snively, Hancock, Washington, was listed both under "Country Merchants and General Stores" and "Dry Goods" in the Business Directory.²⁷⁸ He was a merchant in Hancock and thus financially able to carry off the several purchases of goods, household stuff, &c. In the same Directory, Lloyd H. Barton, Hancock was listed under "Hotels," which is really strange because he had died back on

²⁷⁶ *The Baltimore Sun*, Baltimore, Md., newspaper, Saturday, 3/23/1867, p. 4.

²⁷⁷ *The Alleganian*, Cumberland, Md., newspaper, Wednesday, 6/26/1867, p. 3.

²⁷⁸ *Maryland Gazetteer and Business Directory*, Maryland, 1867, p. 505 and p. 514.

Jacob Snively & Benjamin Bean Family History

March 30, 1862.²⁷⁹ Perhaps one of his sons, Charles or Benjamin, had continued the Hotel operation in his name?

A newspaper reported: “**Removals of Conservs.** – At a meeting of the Stockholders of the Chesapeake and Ohio Canal Company, held at Annapolis last week, Alfred Spates was elected President of the Canal – vice Jacob Snively, removed. Joseph Murray and A. K. Stake, Esqs., were elected Directors from this County, Mr. Murray taking the place of Maj. F. D. Herbert, who, like Mr. Snively, was removed to make room for an *older* Democrat. *Sic Transit Gloria Mundi.*”²⁸⁰

Joseph and Harriet Snively’s son-in-law, Thomas Callan, got into financial straits at his business in Little Orleans and at Hancock. So much so, that he decamped to Baltimore and turned over both businesses to Joseph Snively and Joseph Murray, who had signed securities, who were empowered to sell everything to pay the debts, and take a 6% commission for the trouble.²⁸¹

Jacob and Harriet Snively sold their Lot 43, for \$2,000, to Robert Bridges on April 1, 1868.²⁸²

The County Commissioners, on April 27th, 1869, appointed Jacob Snively one of 11 Supervisors of Roads for the 2nd District – Williamsport.²⁸³ That same day, April 27, 1869, Harriet Blackwell Snively died; an obituary has not been found.

In 1869 trustees helped out county pensioners and then were reimbursed by the county. A newspaper printed “Statement of Expenses of Washington County for the fiscal year ending June 17, 1869” wherein for Election District No. 5, pensioner Jacob Hawkins was helped with \$40; pensioner Mary Richards was helped with \$10; pensioner Mrs. Kinnear was helped with \$17; and pensioner Mrs. Holbert was helped with \$17, all by trustee Jacob Snively.²⁸⁴

Jackson and Catharine M. Miller sold a lot in Keedysville to Jacob Snively for \$960 on Aug. 20, 1869.²⁸⁵

The 1870 census reported Jacob Snively, age 67, widowed, a Miller, with real estate valued at \$31,250 and a personal estate valued at \$5,800, was living in Hancock with his daughter Virginia, age 39.²⁸⁶ Daughters Eudora, age 37, and Roberta F., age 25, were also living in the house. Louisa French, age 40, Black, was their domestic servant; James French, age 19, Black was a Farm Laborer; and Frank, age 4/12, Black, were also living with Virginia Snively.

The same census reported: Ann L. [Snively] Gregory, age 42, widow, with real estate valued at \$8,400 and personal estate valued at \$400, living in Hancock.²⁸⁷ Living with her were: Charles R., age 22, son, working as a Clerk in a Store; Julian S., age 20, son, working as a Clerk in a Store; Edwin M., age 16, son; Jennie E., age 8, daughter; Lou E., age 14, daughter; and George M., age 5, son.

²⁷⁹ *Ibid*, p. 524.

²⁸⁰ *The Herald and Torch Light*, Hagerstown, Md., newspaper, Wednesday, 9/4/1867, p. 2.

²⁸¹ Washington County Courthouse, Hagerstown, MD, Deed Book LBN 1, p. 707, 12/5/1867.

²⁸² Washington County Courthouse, Hagerstown, MD, Deed Book LBN 2, p. 599, 4/28/1868.

²⁸³ *The Herald and Torch Light*, Hagerstown, Md., newspaper, Wednesday, 5/19/1869, p. 2.

²⁸⁴ *The Herald and Torch Light*, Hagerstown, Md., newspaper, Wednesday, 8/11/1869, p. 3.

²⁸⁵ Washington County Courthouse, Hagerstown, MD, Deed Book McKK 1, p. 681, 8/21/1869.

²⁸⁶ 1870 Census, Maryland, Washington County, Post Office: Hancock, enumerated on 6/15/1870, p. 21.

²⁸⁷ 1870 Census, Maryland, Washington County, Post Office: Hancock, enumerated on 6/23/1870, p. 19.

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Later that summer, on Aug. 8, 1870, Jacob Snively borrowed \$250 from the Hancock Building Association (No. 1), with his Hancock Steam Mills as collateral.²⁸⁸

On May 3, 1871, Phillip and Elizabeth E. Pry, sold 18 acres, along the turnpike from Keedysville to Sharpsburg, to Jacob Snively for \$2,247.32.²⁸⁹ On June 20, 1871, F. H. Dawson and Jacob Snively became trustees on a note for \$640.82 by Charles D. Henry of Morgan County, West Virginia.²⁹⁰ Mr. Henry put up four horses, a four-horse wagon with harness and rig, a cow and 150 cords of bark in the woods, as collateral. The personal property to be sold if the note was not paid off in 9 months.

In 1871 trustees helped out county pensioners and then were reimbursed by the county. A newspaper printed "Statement of Expenses of Washington County for the fiscal year ending June 14, 1871" wherein for Election District No. 5, pensioner Mrs. Holbert was helped with \$10; and pensioner Mrs. Richard was helped with \$15; all by trustee Jacob Snively.²⁹¹

A newspaper reported: "**Republican Ticket Filled** – On Saturday last, the Republican Central Committee of Washington County met in this town, a majority of the Districts being represented, and with great unanimity selected JOHN J. THOMAS, Esq., of Hancock, to fill the vacancy on the Legislative Ticket occasioned by the declension of Jacob Snively, Esq., of the same town. Mr. Thomas is a gentleman of intelligence and experience in legislative matters, having ably represented the County at Annapolis some ten years ago, and deserves, as we have no doubt he will receive, the unanimous support of the Republicans of the County. As he has lost two weeks of the canvass, we hope especial care will be taken of him by our friends in the several districts, in order that his name may appear upon all Republican tickets printed, instead of Mr. Snively's."²⁹²

Later that year, on Nov. 8, 1871, Alfred N. & Mary Cost, Philip & Elizabeth E. Pry, Samuel & Mary H. Pry, sold 15¼ acres along the Boonsboro to Sharpsburg turnpike to Jacob Snively for \$1,181.87½.²⁹³

Late the next year, on Nov. 25 1872, Jacob Snively borrowed \$250 from the Hancock Building Association, Number 1, with his Steam Mill and family farm as collateral.²⁹⁴ Then on Dec. 12, 1872, Jacob Snively purchased 9¼ acres of land adjacent to his family farm on the Boonsboro to Sharpsburg turnpike road for \$767.70 from Hiram B. Snively and Albert G. Lovell, Executors for George Snively, all of Washington County.²⁹⁵

The next year, on July 29, 1873, Jacob Snively purchased 22¼ acres for \$200 from Jacob M. Middlekauff, Margaret Middlekauff, Daniel P. Grove, Mary E. Grove, and George W. Snively, Cornelius Snively and Margaret C. Snively.²⁹⁶

²⁸⁸ Washington County Courthouse, Hagerstown, MD, Deed Book McKK 2, p. 233, 8/18/1870.

²⁸⁹ Washington County Courthouse, Hagerstown, MD, Deed Book McKK 3, p. 410, 5/10/1871.

²⁹⁰ Washington County Courthouse, Hagerstown, MD, Deed Book McKK 3, p. 533, 6/23/1871.

²⁹¹ *The Herald and Torch Light*, Hagerstown, Md., newspaper, Wednesday, 10/11/1871, p. 3.

²⁹² *The Herald and Torch Light*, Hagerstown, Md., newspaper, Wednesday, 10/25/1871, p. 2.

²⁹³ Washington County Courthouse, Hagerstown, MD, Deed Book McKK 4, p. 245, 12/12/1871.

²⁹⁴ Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p. 317, 12/4/1872.

²⁹⁵ Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p. 379, 1/1/1873.

²⁹⁶ Washington County Courthouse, Hagerstown, MD, Deed Book McKK 6, p. 114, 9/24/1873.

However, by Dec. 19, 1873, owing to sundry losses and misfortunes in business, Jacob Snively became unable to pay his just debts and had to turn over **all** his property (the Hancock Steam Mill and two farms) to Joseph Murray, in trust, to sell everything and settle the several debts.²⁹⁷

In 1875 Jacob Snively, Hancock, was listed under “Saw & Grist Mills” and under “Flour & Grist Mills” in the Business Directory.²⁹⁸ Subsequently we found the mill described as *The Hancock Steam Mill, at the East end of Hancock*; it was a mill for grinding flour, &c. versus a saw mill. However, we found that on March 2, 1875, Joseph Murray, Trustee for Jacob Snively, sold the “Hancock Steam Mill” to John H. P. Adams, for an unspecified amount.²⁹⁹ Then, as we see subsequently, John H. P. Adams became insolvent before a deed could be executed to him.

In mid-summer, on July 12, 1875, Joseph Murray sold the 220.75 acre farm of Jacob Snively to Robert Bridges for \$5,000, under the terms of Jacob Snively’s deed of trust.³⁰⁰

The following year, on April 10, 1876, Josephus and Amanda Gigons, sold a lot, adjacent to the German Reformed Church of Keedysville, for \$2,050 to Jacob Snively. And, on July 13, 1876, Joseph Murray, Trustee, sold the second Snively farm, containing 150 acres, for an unspecified sum of money.³⁰¹

During the Summer of 1879 a newspaper reported: “**The Hancock Steam Mill** – We call attention to the sale of the Hancock Steam Mill, a valuable property in Hancock, possessing the advantages of an abundant supply of water in addition to the steam power, and accessibility to the Canal. The Mill, together with some household and kitchen furniture, will be sold on the 12th day of July next.”³⁰² In the same newspaper was found the advertisement for the sale which is transcribed here for clarity and to illustrate the extensive property developed by Joseph Snively: “**Trustee’s Sale, Insolvent Trustee’s Sale of REAL ESTATE and PERSONAL PROPERTY. “The Hancock Steam Mill.”** The undersigned Trustee for the creditors of John H. P. Adams, an insolvent debtor, in pursuance of the order of the Circuit Court for Washington county, will offer at public sale, from the premises hereinafter described at the *Hancock Steam Mill, at the East end of Hancock, Washington County, Md.*, on Saturday, the 12th of July, 1879, between 10 A.M. and 3 P.M., the following valuable real estate, viz:

“1. the modern and well equipped **STEAM MERCHANT MILL** (formerly owned by Col. Jacob Snively) and recently conducted by John H. P. Adams, situate in Hancock. Md. **THE MAIN BUILDING** is three stories high, 40 by 80 feet in its dimensions. **THE BOILER HOUSE** is one story high and is 20 by 35 feet, with two tubular boilers 42 inches in diameter 12 feet long, equivalent to 60 horsepower. **ENGINE STATIONARY** and 40 horsepower. *Two run of 4 feet French burrs, One run Cocolaton Stone*, for feed or chop, with all other machinery complete for the manufacture of the various grades of merchant of family flour. The Buildings are located in a capacious lot of ground well fenced with piling fence; hence – The grounds also contain a **Good Stable and Cooper Shop**. There is also a large coal yard adjoining the Mill and attached to it. This property is bounded by the National turnpike on the Northeast side, to the Chesapeake and Ohio Canal on the Southwest side, on the West by the premises of Richmond Gregory’s heirs, on the East by the premises of Hoyt & Co.

²⁹⁷ Washington County Courthouse, Hagerstown, MD, Deed Book McKK 6, p. 241, 12/20/1873.

²⁹⁸ *Boyd’s Business Directory for the State of Maryland, 1875*, p. 348.

²⁹⁹ Washington County Courthouse, Hagerstown, MD, Deed Book 80, p. 11, 10/18/1880.

³⁰⁰ Washington County Courthouse, Hagerstown, MD, Deed Book 73, p. 482, 7/13/1875.

³⁰¹ Washington County Courthouse, Hagerstown, MD, Deed Book 74, p. 702, 10/17/1876.

³⁰² *The Herald and Torch Light*, Hagerstown, Md., newspaper, Wednesday, 6/18/1879, p. 2.

“The Canal basin in front of the Mill enables boats to load or unload at the pull-door, and coal can be unloaded from boats into the yard.

“The premises are in excellent condition. The supply of water to run the mill is abundant and never failing. There is a well of water on the premises.

“2. At the same time and place, said Trustee will also sell a lot of Personal Property, consisting of **STOVES**, Household and Kitchen Furniture, **CARPETING**, &c., &c. Also, Articles of use in running a mill, including Plaster Breaks, One set of 5 feet French Burrs, Sets of Burr Hoops, Three sets of Scales, One Separator, Fanning Mill, lot of Iron Piping, Smut Machines, lot of Belting, lot of Flour Barrels (new). About **13 Tons of Coal, &c., &c.**

“Terms of Sale as prescribed by the Order of Court, are as follows: *As to Real Estate* – One-third of the purchase money to be paid in hand on the day of sale, or the ratification thereof by the Court, and the residue in two equal annual payments with interest thereon from the day of sale, the purchaser or purchasers to give his or their notes with approved security. When the purchase money is fully paid the undersigned will execute a good and sufficient deed to the purchaser. Possession given upon the ratification of sale and receipt of first payment.

“*As to Personal Property* – On all sums of \$10 and under cash, and on all sums above \$10, a credit of three months will be given, the purchaser giving his note with approved security. No goods will be removed until settled for.

“WILLIAM H. LOWE, Trustee, June 18, Hancock, Md.”³⁰³

Jacob Snively’s legal troubles continued as evidenced by the following advertisement: “**SHERIFF’S SALE** – By a writ of *fieri facias* issued out of the Circuit Court for Washington County, Md., and to me directed at the suit of Joseph Murray and J. Snively, administrators of R. Gregory, deceased, vs. Henry Weller, against the goods and chattels, lands and tenements of the said defendant, I have seized and taken in execution all the right, title, interest, claim, demand and estate at law and in equity of the said defendant, in and to **69 Acres of Land**, more or less, situated, lying and being in Hancock District, Washington County, Md., adjoining the lands of Susan Shumaker, Jacob Hauck, Lewis Yonkers and others, and being the same land devised to the said Henry Weller by Jacob P. Weller, father of the said Henry by will recorded in office of Register of Wills of Washington County, Md., Liber F., folio 809, one of the Will Books of said county.

“I hereby give notice that, on Tuesday, August 12th, A.D. 1879, between the hours of 11 o’clock A.M. and 2 P.M., in front of the Court House in Hagerstown, Md., I will proceed to sell Henry Weller’s entire right and interest in and to said property to the highest bidder for cash to satisfy said claim.

B. F. REICHARD, Sheriff.”³⁰⁴

William H. Lowe, Trustee for John H. P. Adams, sold the “Hancock Steam Mill” property to Uberto Mendenhall for \$1,800 which was fully paid and ratified by the Court on Aug. 18, 1879.³⁰⁵ The mill property consisted of two parcels, each 50 square perches, being adjacent to each other.³⁰⁶

The 1880 census listed Jacob Snively, age 77, widowed, boarding with his grandson, Charles Gregory, age 39, single, a Merchant, living in Hancock, Md.³⁰⁷ Jacob’s two children, Virginia, age 47, and Eudora,

³⁰³ *Ibid*, p. 3.

³⁰⁴ *The Herald and Torch Light*, Hagerstown, Md., newspaper, Wednesday, 8/6/1879, p. 3.

³⁰⁵ *The Herald and Torch Light*, Hagerstown, Md., newspaper, Wednesday, 9/10/1879, p. 3.

³⁰⁶ Washington County Courthouse, Hagerstown, MD, Deed Book 80, p. 11, 10/18/1880.

³⁰⁷ 1880 Census, Maryland, Washington County, Hancock, enumerated on 6/19/1880, p. 37.

age 44, were also living with their nephew. Charles' sister, Estelle, age 17, and brother, George M., age 15, were also living in the house. Martha Andrews, age 37, relation not found, was their house keeper.

Jacob Snively died on Jan. 27, 1881, his obituary read: “**Affairs in Washington County** – Hagerstown, Md., Feb. 4, 1881 – On Thursday last, Col. Jacob Snively died at his residence, at Hancock, in the 80th year of his age. In times past, he was prominent in Western Maryland politics, having been at one time Whig candidate for Congress from this district, and more recently president of the Chesapeake and Ohio Canal.”³⁰⁸

A newspaper reported: “**Orphans' Court** – Friday, August 29, 1890, - Letters of administration on the personal estate of Jacob Snively, deceased, granted unto Alexander Armstrong.”³⁰⁹

A newspaper reported: “**Orphans' Court** – Friday, Jan. 10, 1891, - Alexander Armstrong, administrator of Jacob Snively, deceased, settled first account.”³¹⁰

An interesting article: **How Hancock Was Named** – The Hancock *Star* has the following interesting item concerning the name of that town, and the first house erected in it. “Fifty years ago, ‘grandmother Snively,’ mother of the late Jacob Snively, then a bright and vivacious old lady of seventy years, told me that the first house erected in Hancock stood on the corner where the residence of Mr. John Hixon now stands. The house was built by Col. Williams and was torn down by Mr. Hixon to make a place for the present structure. This place was then called Williams Town, after the man who built the first habitation. Later, one John Hancock erects an inn, known as ‘Travelers Rest’ on a portion of ground facing the river, almost opposite the point where the Barton House now stands. The inn was torn down in the canal constructing period, it being in the road of the work. The name of the town was afterward changed from Williams Town to Hancock, after Hancock the inn-keeper and not Hancock, of revolutionary fame, as is generally supposed.”³¹¹

A newspaper noted: “**Marks of the Late War.** – On each side of the sill of the door entering the office of the Barton House, Hancock, will be found numerous indentations worn in the wood by bayonets which were stacked across the door when the soldiers made the house a rendezvous at the time of the war. The top of the sill also bears evidence of bayonet prods.”³¹²

A newspaper reported that the erection of a large edifice for the use of the Hancock Bank will begin March 1, 1894, by Bridges & Henderson, who will lease it for the use of the institution. The building will have two stories and will be opposite the Barton House.³¹³

The 1900 census reported George M. Gregory, age 35, was a Boarding House Keeper, living in Jefferson, Iowa.³¹⁴ He subsequently died on Oct. 14, 1906 in Oelwein, Iowa.

³⁰⁸ *The Baltimore Sun*, Baltimore, Md., newspaper, Saturday 2/5/1881, p. 4.

³⁰⁹ *The Herald and Torch Light*, Hagerstown, Md., newspaper, Wednesday, 9/4/1890, p. 3.

³¹⁰ *The Herald and Torch Light*, Hagerstown, Md., newspaper, Wednesday, 1/22/1891, p. 3.

³¹¹ *The Herald and Torch Light*, Hagerstown, Md., newspaper, Thursday, 2/4/1892, p. 3.

³¹² *The Herald and Torch Light*, Hagerstown, Md., newspaper, Thursday, 11/23/1893, p. 6.

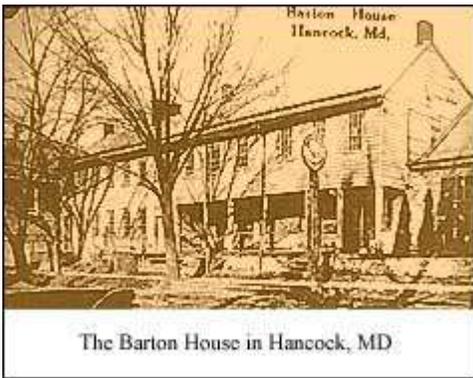
³¹³ *The Baltimore Sun*, Baltimore, Md., newspaper, Monday, 2/19/1894, p. 6.

³¹⁴ 1870 Census, Iowa, Fayette County, Jefferson, enumerated on 6/1/1900, p. 2.

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In 1905 a newspaper reported: “**STAGING INN NO LONGER A HOTEL** – The last of the famous staging inns along the old National pike, the Barton House, at Hancock, ceased to be a hotel last week, after having been a hostelry for nearly 100 years. W. D. Morgret retired as the landlord and J. William Reid, who leased the property from the Barton heirs, took possession. He will conduct a store in the building and will occupy it as a residence. The Barton House is the most historic building in Hancock. It is of logs, weather boarded and is two stories. Many famous public men have been entertained within its walls, especially before the Civil War, when the stage was used to reach Washington and other points East. Andrew Jackson, Santa Anna and Henry Clay were guests. Perhaps Mr. Randolph E. Taney, bachelor and wealthy merchant of Hancock, holds the record in the county as having been the longest boarder without interruption at any place. He boarded at the Barton House without intermission for fifty-five years. With the discontinuing the house as a hotel, Mr. Taney is obliged to seek other quarters. He is a descendant of the late Chief Justice Roger Brooke Taney.

“The Light House at Hancock, another old hotel, is being razed to make room for the Wabash depot. This leaves Hancock practically without a hotel. Charles W. Spangler is building an addition of 40 rooms to the European restaurant and will operate a hotel.”³¹⁵



The adjacent photograph is from the Hancock Historical Society collection. The Barton House was located at now 42 West Main Street, the site of the Hancock Visitor’s Center.



³¹⁵ *Morning Herald*, Hagerstown, Md., newspaper, Tuesday, 4/4/1905, p. 4.

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VITAL STATISTICS OF JACOB SNIVELY FAMILY

Name	Rel.	Birth	Married	Died	Born in
Jacob Snively, Sr.	hus	11/11/1763	1785	8/2/1802	Pennsylvania
Eve Hays	wife	1767		1850+	Pennsylvania
Mary Snively (Resley)	dau	1787	11/10/1809	8/16/1861	Maryland
George Snively	son	1792	6/1/1830		Maryland
Rachel Snively	dau	1794			Maryland
John Snively	son	1796			Maryland
Jacob Snively, Jr.	son	6/28/1802	9/6/1826	1/27/1881	Maryland
David Blackwell	hus	11/27/1755	5/29/1776	6/25/1841	Virginia
Ann Lewis	wife	1758		4/23/1848	Virginia
Lewis Blackwell	son	3/15/1777			Virginia
Elizabeth Steptoe Blackwell	dau	8/17/1778	Never		Virginia
Alexander Blackwell	son	3/6/1780			Virginia
George William Brent Blackwell	son	2/7/1782			Virginia
Walter Blackwell	son	8/7/1784	8/11/1820	8/31/1845	Virginia
Arthur Blackwell	son	4/30/1787	11/23/1825	5/28/1852	Virginia
Ann Blackwell (Newman)	dau	4/13/1789	1819	1880	Virginia
Samuel Blackwell	son	4/12/1791		7/7/1853	Virginia
Kitty Blackwell	dau	3/3/1793			Virginia
John Blackwell	son	6/5/1795			Virginia
Lucy Blackwell	dau	3/1/1797			Virginia
Harriet Blackwell (Snively)	dau	11/6/1798	9/6/1826	4/27/1869	Virginia
Mary Blackwell (Ohr)	dau	1/10/1801	2/17/1835	10/10/1875	Virginia
William Blackwell	son	8/1803			Virginia
Benjamin B. Bean, [Sr.]	hus	1757	12/8/1779	7/28/1821	Maryland
Elizabeth Cox	wife	1758		8/20/1833	Maryland
Eleanor Bean (Oliver/Niel)	dau	7/13/1786	twice	9/9/1864	Maryland
Frances Bean (Barton)	dau	1795	3/28/1815	6/9/1863	Maryland
Hopewell "Opy" Bean	dau	1788		6/26/1863	Maryland
Sophia Bean	dau	1800		8/4/1850	Maryland
Benjamin Bean, [Jr.]	son	1802	11/12/1837	4/8/1847	Maryland
Mary "Polly" Bean (Clagett)	dau	1804		10/9/1880	Maryland
William Bean	son	unknown		unknown	Maryland
End of 1st Generation					
John Resley	hus	12/31/1789	11/10/1809	5/26/1852	Maryland
Mary Snively	wife	1787		8/16/1861	Maryland
Catharine Resley	dau	10/16/1810	infant	1/20/1811	Maryland
Arthur Resley	son	10/11/1811			Maryland
George Resley	son	5/13/1813	12/6/1855	3/1/1899	Maryland
Horace Resley	son	3/2/1815	1/21/1840	4/13/1902	Maryland
Minerva Resley (Bean)	dau	2/16/1817	11/12/1837	1857	Maryland

Jacob Snively & Benjamin Bean Family History

Name	Rel.	Birth	Married	Died	Born in
<i>James Resley</i>	son	8/26/1818	10/9/1846	12/7/1896	Maryland
<i>Rebecca S. Resley</i> (Rowland)	dau	7/9/1820	2/16/1842	8/6/1871	Maryland
<i>Ellen Resley</i>	dau	9/14/1822		12/14/1845	Maryland
<i>Cara Ann Resley</i>	dau	1927	never	10/23/1905	Maryland
George Snively	hus	1792	6/1/1830		Maryland
Eliza Baker	wife				
John Snively	hus	1796			Maryland
Catharine Bower	wife				
Jacob Snively, Jr.	hus	6/28/1802	9/6/1826	1/27/1881	Maryland
Harriet Blackwell	wife	11/6/1798		4/27/1869	Virginia
<i>Ann Louisa Snively</i> (Gregory)	dau	10/14/1828	5/20/1847	9/22/1875	Maryland
<i>Virginia C. Snively</i>	dau	2/22/1833		5/18/1904	Maryland
<i>Eudora Adelaide Snively</i>	dau	6/29/1836		12/21/1893	Maryland
<i>Maria Louisa Snively</i> (Callen)	dau	9/29/1838	6/25/1861	11/20/1923	Maryland
<i>George Winchester Snively</i>	son	1841	11/8/1873	1879	Maryland
<i>Roberta Florence Snively</i>	dau	8/8/1844		3/25/1922	Maryland
Arthur Blackwell	hus	4/30/1787	11/23/1825	5/27/1852	Virginia
Margaret L. Hunter	wife	3/1/1805		2/27/1855	Virginia
Charles Henry Ohr	hus	10/19/1811	2/17/1835	3/3/1903	Maryland
Mary Blackwell	wife	1/10/1801		10/10/1875	Virginia
John Oliver (1 st)	hus	1782	-1810	9/17/1823	Maryland
Eleanor Bean	wife	7/13/1786		9/9/1864	Maryland
Otho Oliver	son	11/10/1810		12/26/1886	Maryland
Benjamin Oliver	son	1812		4/14/1852	Maryland
John Oliver	son	1814		1860+	Maryland
Denton Oliver	son	11/18/1815		1/18/1893	Maryland
Samuel Oliver	son	10/28/1817		8/23/1876	Maryland
David Niel (2 nd)	his	1802	8/6/1832	8/21/1863	Maryland
Eleanor Bean Oliver	wife	7/13/1786		9/9/1864	Maryland
Lloyd H. Barton	hus	8/25/1786	3/28/1815	3/30/1862	Maryland
Frances Bean	wife	1795		6/9/1863	Maryland
James Nelson Barton	son	7/25/1816			Maryland
Charles Wade Barton	son	12/13/1818		7/18/1902	Maryland
Benjamin B. Barton	son	6/31/1823	11/7/1847	9/5/1856	Maryland
John Oliver Barton	son	2/23/1826		3/3/1890	Maryland
Ellen O. Barton	dau	10/10/1829		6/11/1914	Maryland

Jacob Snively & Benjamin Bean Family History

Name	Rel.	Birth	Married	Died	Born in
<i>Mary Mahetable</i> Barton	dau	6/8/1832		4/23/1905	Maryland
Benjamin Bean, [Jr.]	hus	1802	11/12/1837	4/8/1847	Maryland
Minerva Reseley	wife	2/16/1817		1857	Maryland
<i>Elwood Morris</i> Bean	son	1/5/1839		5/23/1910	Maryland
<i>Mary Elizabeth</i> Bean (Carr)	dau	11/6/1840	5/1/1862	3/22/1920	Maryland
<i>Ellen</i> Bean (Despard)	dau	11/9/1842		2/19/1921	Maryland
<i>Francis</i> Bean (Williams)	dau	4/1845		12/15/1919	Maryland
<i>Charles F.</i> Bean	son	4/1846		8/1/1912	Maryland
End of 2nd Generation					
George Resley	hus	5/13/1813	12/6/1855	3/4/1899	Maryland
Sarah Turnham	wife	1830		2/6/1880	
<i>Blanche</i> Resley	dau	1/11/1867			Texas
<i>George E.</i> Resley	son	1870			Texas
Horace Resley	hus	3/2/1815	1/21/1840	4/13/1902	Maryland
Sarah Isabel McClanahan	wife	1815		9/3/1872	
<i>John M.</i> Resley	son	9/1843			Maryland
<i>William Howard</i> Resley	son	1847		1905	Maryland
<i>Isabelle McClanahan</i> Resley	dau	4/1850		2/10/1902	Maryland
James Resley	hus	8/16/1818	10/9/1846	12/7/18961	Maryland
Ellen Craig	wife	1825		1902	
<i>Horace</i> Resley	son	12/25/1846	2/15/1876	1/28/1915	Maryland
<i>James Marshall</i> Resley	son	5/26/1850	child	3/7/1863	Maryland
<i>Arthur</i> Resley	son	12/19/1853	child	3/19/1863	Maryland
<i>Mary E.</i> Resley	dau	10/25/1858	infant	2/16/1863	Maryland
<i>George G.</i> Resley	son	5/30/1860	infant	2/21/1863	Maryland
<i>Ellen</i> Resley	dau	2/1861			Maryland
<i>Annie R.</i> Resley	dau	1865			Maryland
<i>Alonzo</i> Resley	son	1867		1943	Maryland
Joseph Rowland	hus	1810	2/16/1842	1875	Pennsylvania
Rebecca Snively Resley	dau	7/9/1820		8/6/1871	Maryland
<i>Percival</i> Rowland	son	2/12/1847		12/4/1881	Maryland
<i>Cara Virginia</i> Rowland	dau	1851			Maryland
<i>Mary Alice</i> Rowland	dau	8/4/1852			Maryland
<i>Ellen Gertrude</i> Rowland	dau	1855			Maryland
<i>Minerva R.</i> Rowland	dau	1857			Maryland
<i>Fannie P.</i> Rowland	dau	1870			Maryland
<i>John Resley</i> Rowland	son	2/12/1863			Maryland

Jacob Snively & Benjamin Bean Family History

Name	Rel.	Birth	Married	Died	Born in
Richmond Gregory	hus	9/26/1825	5/20/1847	9/26/1865	Maryland
Ann Louisa Snively	wife	10/14/1828		9/22/1875	Maryland
<i>Charles Richmond Gregory</i>	son	1847		1931	Maryland
<i>Julian Snively Gregory</i>	son	2/7/1850		4/8/1899	Maryland
Edward Gregory	son	1854			Maryland
<i>Louisa Eugenia Gregory</i>	dau	10/13/1856		9/18/1876	Maryland
Arthur Gregory	son	1859			Maryland
Estella Gregory	dau	10/19/1862			Maryland
George M. Gregory	son	3/1865	never	10/14/1906	Maryland
Thomas Callen	hus	10/10/1832	6/25/1861	1/25/1914	Maryland
Maria Louisa Snively	wife	9/29/1838		11/20/1923	Maryland
<i>Louisa Annette Callen</i>	dau	9/27/1862	infant	8/12/1863	Maryland
<i>George Snively Callen</i>	son	5/31/1864	1900	1/3/1927	Maryland
<i>Harriet Keeff Callen</i>	dau	5/22/1867	infant	8/12/1868	Maryland
<i>Virginia Blackwell Callen</i>	dau	7/8/1869		3/17/1909	Maryland
<i>Charles Thomas Callen</i>	son	8/8/1872	1907	5/16/1956	Maryland
<i>Harry Wilford Callen</i>	son	7/13/1874		8/21/1907	Maryland
<i>Gertrude Lewis Callen</i>	dau	1/7/1877		1/15/1965	Maryland
<i>Mary Lenore Callen</i>	dau	4/27/1879		3/16/1901	Maryland
George Winchester Snively	hus	1841	11/8/1873	1879	Maryland
Millie Keedy	wife				
Benjamin B. Barton	hus	1/31/1823	11/7/1847	9/5/1856	Maryland
Elizabeth Miles	wife	1827			Maryland
Eric E. Barton	son	1850			Maryland
Ella Barton	dau	1851			Maryland
Wason Hamilton Barton	son	7/1855		10/1916	Maryland

Washington County Courthouse, Hagerstown, MD, Will Book A, p. 267, 1/21/1792.

In the name of God, Amen. I, John Snively of the County of Washington, State of Maryland, being at present weak in body but blessed be God sound in mind and memory, but calling to mind the Mortality of my body and knowing it is appointed for all men once to die, do make and ordain this my last Will & Testament in manner and form following. First and principally I commend my soul to Almighty God that gave it, hoping in the Resurrection of the Dead by Jesus Christ our Lord, and my body to the earth to be decently buried in a Christian like burial without pomp or vain parade at the discretion of my Executors hereinafter named and as touching such worldly Estate wherewith it has pleased God to bless me with in this life, I give, devise and dispose of the same in manner and from following:

Emprimus - it is my Will that all my just debts and funeral charges be fully paid and satisfied. I Will also that all my personal estate be sold at Vendue or exposed of to the best advantage except what shall be hereafter excepted or otherwise bequeathed previous to which sale. I do order that my children mentioned as Legatees have if possible due notice of the day of sale in order that they may purchase such articles as may suit them to the value of their several legacies, and they account with the executors as so much paid to them. My Bible and Books not to be sold at Vendue but equally divided by lot among my several children. I Will also that the following articles of my personal estate be not sold at Vendue but disposed of in manner following, viz: One good milk cow, a spinning wheel, a tea pot, feather bed and furniture, a pipe stove and a set of cutting tools be kept for the use of my wife on condition as is hereafter mentioned; the two oldest horse creatures on my farm, one plow and tackling, also whatever may be deemed to belong to Gist Mill or Saw Mill, not to be sold or appraised but to be and remain for the use of said Mills. Item, I give and bequeath unto my beloved wife, Lavinia Snively, one good feather bed and furniture such as she may chose, one spinning wheel and tea pot, a woman's saddle or the value thereof to be paid out of my estate before the dividend is made after my decease, likewise one good milk cow, a set of cutting tools and pipe stove. I Will that all my children who at my decease not eighteen years of age to work under the care and authority of my said wife and my son Jacob until they come to the age of eighteen. I Will that my son John to be free at my decease, and if any of my daughters who are not already settled with before my decease and paid off or part only paid that has worked at home after they come to the age of eighteen years for benefit of my estate before my decease shall be allowed two pounds for every year they may have so worked besides their clothing, except what time they have worked abroad, for their own use to be paid out of my estate.

Item, I give and bequeath unto my beloved son Michael Snively and to his heirs and assigns forever the plantation a tract of land whereon he now lives with all and singular the premises and appurtenances thereto belonging or in any wise appertaining which land is bounded with the province line on the one side and his brother Jacob as it is now laid off by the County Surveyor a part of a tract of land called "Tonoloway Lick," and a part of a tract called "Well Wisher," and part of a tract called "Caledonia," containing one hundred and thirty two acres and a quarter, and he my son Michael to pay to my Legatees hereinafter mentioned and named the sum of twenty pounds of good and lawful money of the State aforesaid within two years after my decease to be applied to the use and benefit of my Legatees as aforesaid in the same manner as my personal estate and he my son Michael is to have no share therein.

Item, I give and bequeath unto my son Jacob Snively the plantation whereon I now dwell with grist mill and saw mill and all and every of the premises and appurtenances thereon or thereto belonging or in any wise appertaining to him and his heirs forever. Bounded by the aforesaid line in his brother Michael bequeathment each of said tracts and parcels of land are parts of "Tonoloway Lick" and a Resurvey thereon, "Well Wisher" and part [of] Caledonia as it is laid off by the County Surveyor, containing two hundred and thirteen and a quarter of acres. My son Jacob Snively to hold, occupy, possess and enjoy the

before willed and bequeathed premises with the appurtenances and to be under the following constrictions, encumbrances and payments for the use and benefit of my other Legatees which is to be applied for their use as my personal estate, he having no part therein; first he my son Jacob Snively is to pay the full sum of five hundred pounds of good and lawful money of the State aforesaid in following payments, viz: one year after my decease to pay the sum of fifteen pounds like money yearly and every year until such time as my youngest girl then alive come to the age of eighteen years, and the remainder to be paid in proportionably payments yearly and every year within the term of nine years after my youngest child then alive comes to the age of eighteen out of which payments I Will to my beloved Wife, Lavinia, two children shares out of the proceeds of my personal estate.

Item. I Will and bequeath the proceeds of my personal estate and the payments ordered by this my last Will for my two sons to pay as aforesaid who are to be possessed of my real estate in manner following, viz: First to my beloved wife Lavinia Snively two children shares over and above what I have heretofore Willed her and the other advantages which is hereafter intended for her the other part thereof to be divided equally amongst my children, share and share alike, viz: Anna, Mary, Catharine, Christian, Barbara, Magdalena, Lavinia, Elizabeth and Hannah and my son John Snively each and every of my children, share and share alike, my sons Michael and Jacob Snively as they hold my real estate on conditions before mentioned is not to share any of the payments they respectively make nor of the proceeds of my personal estate.

Item. I Will and order that my wife Lavinia Snively do live in the homestead premises that is before bequeathed unto my son Jacob Snively and have the profits of one half of all that is raised thereon and likewise the half profits of Grist Mill and Saw Mill with paying half costs of repairing said Mills and the farm likewise, that is if she continues my widow until my youngest child then alive comes to the age of eighteen years, and at the time my youngest child comes to said age or that she my said wife marries then or in either said cases she my said wife is to surrender and yield up unto my son Jacob Snively quiet and peaceable possession of said farm and Mills, and if in case she should marry then she is to quit the said premises if my son Jacob shall require it, and to have no profit thereof or thereupon and should she not marry after my youngest child comes of age but remains my widow and such surrender made as aforesaid, then she is to have the full privilege of the new house now built over a cellar and my son Jacob Snively is to keep for the use of his said mother Lavinia Snively one milk cow, Summer and Winter, on his own cost, the increase to be his, which cow is to be good and kept as one of his own, and yearly and every year to furnish her with twelve bushels of good wheat, five bushels of good [corn], one hundred weight of good pork, thirty weight of good beef, those articles to be given as she may stand in need of them especially the grain, the profit and use of six apple trees where she chooses them, yearly a quarter of an acre of good and sufficient ground for flax, cleared with good and sufficient ground for flax cleared with good and sufficient ground for a garden where she may choose, to haul or cause to be hauled, a sufficient quantity of fire wood, she paying for cutting, as also a room in the cellar or Spring House for her use, the use of an oven to bake her bread in, and when she stands in need to furnish a horse creature for her to perform any journey or journeys which she wishes to take, all the above benefits to be done and continued unto her as long as she remains my widow.

Item. Should any of my children die without lawful issue, then their proportionable part or share of my estate to be equally divided among all my children and if [it] should happen that Jacob should die before he pays any part of the Legatees money, my son John is to take my son Jacob's place, if he will accept it, and to perform what is to be performed and Jacob Snively's heirs is to have a child's share out of my estate, if [it] so happens that my son John Snively doth not accept it, then the Mills and land that I Will to my son Jacob Snively is to be sold to the best advantage.

Jacob Snively & Benjamin Bean Family History

Item. Provided always that if it should happen that my wife could not live in peace with my son Jacob or receive any insult from or any under him or her pension paid not regular as aforesaid so that she has lawful reason to leave him, then and in such cases she may depart and rent herself a dwelling where she likes best and most convenient for her and my son Jacob to pay the rent of the dwelling likewise to winter her cow and pay the grain, pork and beef as above mentioned and if he so neglect and lets her suffer, then to payments her one pound for every such offence to be for her own use.

Item. I Will likewise that after my son Jacob Snively has full possession of the aforesaid land and premises herein Willed and bequeathed to him by me for the term of four years and does not make payment near to the interests of the Will which is enjoined on him nor likely to make them soon so as to make satisfaction to my Legatees, then it is my Will that the land, Mills and premises herein bequeathed unto him to be sold to the best advantages by my executors hereinafter named and my wife, if remaining my widow, to have as much out of the price of said land as to make her up to two hundred and fifty pounds like money with the two shares that is already before Willed unto her, and my son Jacob Snively on none performance of the payments aforesaid to my Legatees as is aforesaid, is to pay fifteen pounds yearly and every year during his stay on said premises. After he has full possession of the same proviso it is sold by my executor and the payments he has made if any there be to be paid back to him out of the price of said land and to be allowed one full share of my estate equal with the rest of my Legatees. As I am in a low state of health and don't expect to live to repair the Mill, I Will that my son Jacob shall have two pounds worth of provisions and fifteen pounds in money or goods that may answer the purpose of money in discharging the repairs to said Mill out of my estate, and I do thereby constitute, nominate and appoint my trusty friend John Thomas and my beloved sons Michael and Jacob Snively the sole executors of this my last Will and Testament and I do hereby utterly disallow, revoke and dismiss all and every other former Testament, Wills, Legacies, Bequests and Executors by me in any wise before named, willed and bequeathed, ratifying and confirming this and no other to be my last Will and Testament. In Witness thereof I have hereunto set my hand and seal this twenty fourth day of January in the year of our Lord, one thousand, seven hundred and ninety one.

Signed, sealed, published, pronounced
and delivered by the said John Snively
as his last Will & Testament in the

John Snively {Seal}

presence of us: Joseph Thralls, John Flint, Joseph Acconlemen

On the back of the Original Will of the aforesaid John Snively are the following endorsements, to wit: Washington County, Sct. On the 21st day of January 1792 came John Thomas Michael & Jacob Snively and made oath that the within instrument of writing is the true and whole Will & Testament of John Snively, late of said County, deceased, that hath come to their hands or possession and that they do not know of any other. And at the same time came Joseph Thralls and John Flint, two of the subscribing witnesses to the within last Will and Testament of John Snively, late of said County, deceased, and severally made oath on the Holy Evangely of Almighty God, that they did see the testator herein named sign and seal this Will, that they heard him publish, pronounce and declare the same to be his last Will and Testament and that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding & that they respectively subscribed their names as Witnesses to this Will in the presence and at the request of the testator and in the presence of each other and that they saw Joseph Acconlemen do the same.

Recorded 21st day of January, 1792.

Certified by
Thomas Belt, Register

Jacob Snively & Benjamin Bean Family History

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Washington County Courthouse, Hagerstown, MD, Inventories 1778 – 1785, Vol. A, p. 3, 4 & 5.

A true Inventory of the goods & chattels of John Snively, late of Washington County, deceased, taken and appraised by Joseph Yates & James Barnes, to say:

1

One shotgun 17/6, one swarm of bees 7/6, one grindstone 5/-	1-10-10
One bedstead & cord 7/6, one old do. 2/6, 1 hemp brake 1/6	0-11-06
Two cows and calves @ 75/each, two do. & calves @ 60/each	13-10-00
One heifer 35/-, one do. 30/-, 1 young steer 25/-	4-10-00
2 heifers 50/-, 1 ditto 20/-, 1 year old 15/-, 1 ditto 12/6	4-17-06
1 young bull 20/-, 2 ewes & lambs 20/-, 2 ditto 16/8	2-16-08
1 wagon and double tree and tongut chains	12-00-00
1 old plow shear & stock 7/-, one old iron tooth harrow 7/6	14-06
1 old broad axe 4/-, 1 small do. 2/-, 2 old drawing knives 3/9	9-09
2 old axes 3/-, 1 frow 1/6, 1 old frame saw 1/-, 1 iron shovel 3/-,	1-16-03
1 jointer & jack plane 4/-, 1 posting axe 3/9	
1 stone pick 2/-, 1 old hand saw 2/6, 1 iron pot & baler 12/6	0-17-00
1 washing tub 2/-, 1 small bub 1/6, 1 old ditto -/6	0-04-00
1 pickling tub 2/6, 1 trimming chisel -/9, 1 adz 2/6	0-05-09
a parcel augers & chisels 15/-, 1 thimble stock & gage 3/-	0-18-00
1 round shaver 1/-, 2 rawhides 22/6, 1 grindstone & axel 4/-	1-07-06
1 flap brake 1/6, 2 old pitch forks 3/-, 1 cutting box & chest 12/6	0-17-00
1 old log chain 6/6, old iron 3/6, 1 cagg -/9, 1 pr. hilyard 12/6	1-03-03
1 woman's saddle 40/-, a parcel old iron lumber 7/6	2-07-06
1 tenant saw & hammer 3/9, 1 small grindstone 3/-	0-06-09
1 old saddle 5/-, 1 pr. halters 7/6, 1 pr. shears -/9, 1 pr. old scales 1/-	0-14-03
a parcel of weights 3/-, 4 chairs 4/-, 1 spinning wheel 13/-	1-00-00
1 spinning wheel 7/-, 1 ditto 7/6, 1 clock 6/10/-	7-05-00
1 check reel 3/9, 1 garter loom 1/-, 1 weaving loom & tacking 50/-	2-14-09
1 feather bed & furniture 75/-, 1 coverlet 20/-, 1 ditto 12/6	5-07-06
1 iron pot 5/-, 1 ditto 3/-, 1 small ditto 2/6, 1 frying pan 2/6	0-13-00
1 iron skillet 1/6, 1 ditto -/6, 2 flat irons 3/9	0-05-09
1 bellows & conkshell 1/6, 1 old lantern -/6	2-00
1 cleaving axe 2/6, 2 old candlesticks -/9	3-03
1 tin lamp -/6, 1 brass trimer 1/6, 1 par. flash forks -/6	2-06
1 small saddle -/3, 2 ditto 2/-, 1 qt. tin -/6	2-09
2 tin cups 2/8, 19 spoons 3/-, 1 tin collinder 1/6	7-02
1 cucumber knife -/6, 1 small funnel -/6	1-00
2 pewter basins 9/6, 1 small pewter dish 4/9	14-03
2 half-gallon basins 7/6, 1 ditto 2/6, 1 ditto 2/-, 1 ditto 3/-	15-00
7 pewter plates 7/-, 8 ditto 10/-, 1 old looking glass -/6	17-06
1 small cup 1/6, 1 cupboard 22/6, 1 table 5/-	1-09-00
1 horse fleams -/5, 1 pr. snuffers -/6, 2 hogsheads 15/-	15-01
8 barrels 20/-, 1 runlet & croute tub 2/6, 1 old tub -/9	1-03-03
earthen ware 3/9, 1 horse creature £8	8-03-09
earthen ware 4/7, 1 old haskel 4/-, 1 ditto 10/-	18-07

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1 kettle 2/6, 1 bread tray 2/-, 1 cut saw 20/-	1-04-06
1 chest 12/6, 1 ditto 5/-, 1 large wheel 5/-	1-02-06
2 beds & bedsteads 40/-, 1 ditto 20/-, 1 feather bed & furniture 66/-	6-06-00
1 ditto 53/6, two sows 14/-, nine young hogs 45/-	5-12-06
five small do. 12/6, 2 dung forks & 2 sickles 6/6, 13 gears 16/3	1-15-03
six old bags 18/-, three ditto 18/-, seven bread baskets 2/4	1-18-04
two baskets 1/2, a parcel of old barrels 5/3	6-05
his wearing apparel 60/-, one rag coverlet 8/4, 1 ditto 6/8	3-15-00
one box flaxseed 7/6, one pr. sheep shears 1/6, old leather 7/6	16-06
Smith tools £7-08-6, one wind mill 22/6	8-11-00
butter mold 1/6, candle mold 2/6, four bottles 1/8	5-08
one mattock 3/9, one pot trammel & hook 6/-	9-09
a parcel of old lumber 5/-	5-00
Cash	2-00-00
	<hr/>
	£116-17-06

Joseph Yates, James Barnes appraisers
 John Snively & Dutch name next of kin
 John Hunter, Henry Protzman Creditors

Washington County, Sct: On the 28th day of April 1792 came John Thomas, Michael & Jacob Snively, Executors of John Snively, late of said County, deceased, & severally made oath on the Holy Evangely of Almighty God that the within and aforegoing is a true and perfect inventory of all and singular the goods & chattels of the said deceased that hath come to their hand and possession at the time of making thereof, and that what hath since or shall hereafter come to your hand & possession you will return in an additional inventory, that you know of no concealment of any part or parcel of the deceased's estate by any person or persons whatsoever, and that if you shall hereafter discover any concealment or suspect any to be you will acquaint the Judges of the Orphans' Court with such concealment or cause of suspicion that it may be inquired into according to law.

Certified by Thomas Belt, Register

A list of separate debts due to John Snively, deceased, estate.

William Jackson, Dr.	£2-00- 00	Ralph Martin, Dr.	£0-06-00
Henry Jennings, Dr.	1-00	Jonathan Roberts, Dr.	5-03
Joachim Layman, Dr.	10-08	Jacob Rush, Dr.	2-03
Isaac Recder, Dr.	07	John Thomas, Dr.	1-00
Ezekiel Lewis, Dr.	1-05-07	John Flint, Dr.	13-06
Thomas Davis, Dr.	1-00-05	Charity Flint, Dr.	18-10
James McCloster, Dr.	1-02-07	John Hemits, Dr.	4-05
John Powel, Dr.	6-06	Peter Rush, Dr.	9-03
Conrad Rodnower, Dr.	2-07-01	Jacob Hook, Dr.	13-09
John Mooney, Dr.	7-06	Henry McHillip, Dr.	2-00
Cavon Keenan, Dr.	4-05	Phillip Trusap, Dr.	2-00
John Bolton, Dr.	1-10-00	Christopher Garlow, Dr.	17-14-00
John Goter, Dr.	1-03	David Potts, Dr.	14-15-02
Hugh Hamilton, Dr.	5-10	John Roberts, Dr.	14-00-01
Joseph Cummings, Dr.	7-06	Peter Croft, Dr.	11-18-10

Jacob Snively & Benjamin Bean Family History

John Noe, Dr.	8-00	Amt. Aggregate Debts	<u>£76-06-05</u>
Benjamin Price, Dr.	9-08		

Washington County, Sct: On the 28th day of April 1792 came John Thomas, Michael & Jacob Snively, Executors of John Snively, late of said County, deceased, and made oath that the foregoing is a just & true list of debts desperate which have come to your knowledge, and that hath not received any part thereof and that you will wholly and truly give an account of all and every such debt & debts as shall hereafter come to your hands or possession.

Certified by Thomas Belt, Register

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Administrative Accounts 1778-1795, Vol. 1, p. 331, 4/12/1793.

The account of John Thomas, Michael & Jacob Snively, Executors of John Snively, late of Washington County, deceased.

These accountants charge themselves with the amount of an Inventory exhibited on said deceased estate		£116-17-06
Also with the difference between the inventory and the actual list of the Vendue sales		42-01-00
Also with the amount of Michael Snively's debt as appears in the deceased's own book that returns in the list of debts		15
Also with the amount of Jacob Snively's debt as appears in the deceased's own book & not returned in the separate list.		
Also with the amount of a list of separate debts		76-06-00
Amount desperate debts £45-02-02		£236-17-06
And they have an allowance for the following payments & disbursements, to wit:		
Of for Barbara Snively as accounted in the deceased own book	£14-06-08	
Of for Magdalena Snively as accounted ditto	9-15-00	
Of for Lavinia Snively as accounted ditto	7-13-00	
Of for John Snively as accounted ditto	2-05-00	
Of for money paid funeral expenses as paid	2-01-06	
Of for money paid John Flint & Joseph Thralls as witnesses to Hagerstown to & from the deceased's Will	1-15-00	
Of for money paid James Burns, appraiser & recorded	10-00	
Of for money paid Joseph Yates, appraiser & recorded	10-00	
Of for money paid Vendue Expenses & Account	3-13-04	
Of for money paid John & Henry Protzman & Account	5-08-11	
Of for money paid Peter Johnson as recorded	10-00	
Of for money paid John Mason as recorded	7-06	
Of for money paid John Hunter as recorded	9-06	
Of for money paid the Register & filed Will	3-09-10	
	52-15-03	
Of 10 percent executor's commission on £158-19-03 and sales	15-17-11	
		68-13-02
Estate account for		
Balance due estate		168-03-04
Whole amount		£236-17-06

Washington County: On the 12th day of April 1793 came John Thomas & Jacob Snively, Executors of John Snively, deceased, & made oath &c. that the above account is just & true & that they have bona fide paid or secured to be paid the particular sums for which they claim an allowance. Whereupon after examination is passed today: Thomas Belt, Register

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book G, p. 659, 4/7/1792.

At the request of Martin Bair, the following deed was recorded April 7th 1792.

This Indenture, made this seventh day of April in the year of our Lord, one thousand, seven hundred and ninety two, between Michael Schnebly [*sic*. Snively] and Jacob Schnebly [*sic*. Snively] of Washington county and State of Maryland, sons and heirs of John Schnebly, late of said County and State, deceased, of the one part and Martin Bair of the County and State aforesaid, of the other part. **Witnesseth**, that the said Michael Schnebly and Jacob Schnebly for and in consideration of the sum of ten pounds current money to them in hand paid by the said Martin Bair before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have given, granted, bargained and sold and by these presents do give, grant, bargain, sell, alien, enfeoff and confirm unto him the said Martin Bair, his heirs and assigns forever all the part or parts of the land called "Cold Weather" situate in Washington County aforesaid clear of older surveys which have not been already conveyed away be the quantity more or less with the rights, members and appurtenances thereof and also all the estate, right, title, interest, claim and demand whatsoever as well in equity as in law of them the said Michael Schnebly and Jacob Schnebly aforesaid to all and singular the said land and assign and to every part and parcel thereof. To Have and To Hold all and singular the said land above mentioned and every part thereof the appurtenances unto the said Martin Bair his heirs and assigns to the only proper use and behoof of him the said Martin Bair his heirs and assigns forever to & for no other use, intent or purpose whatsoever and they the said Michael Schnebly and Jacob Schnebly for themselves and their heirs do further covenant, promise, grant and agree to and with him the said Martin Bair his heirs and assigns that they the aforesaid land and premises with its appurtenances unto him the said Martin Bair his heirs and assigns forever against all manner of persons whatsoever claiming or to claim any right, title, interest, claim or demand whatsoever by, from or under him the said John Schnebly, deceased, his heirs, executors or administrators shall and will warrant and forever defend by these presents and that the said Michael Schnebly and Jacob Schnebly and their heirs shall and will at all times forever hereafter at the reasonable request and at the cost and charge of him the said Martin Bair his heirs and assigns, make, do and execute all and every such further and the reasonable act and acts, thing and things, devise and devises, conveyance and conveyances in the law whatsoever for the further, better and more perfect granting and conveying all and singular the said lands above mentioned with the appurtenances unto the said Martin Bair his heirs and assigns, as by him or them, his or their counsel learned in the law, shall reasonably devised, advised or required. In Witness whereof, the said Michael Schnebly and Jacob Schnebly have hereto set their hands and affixed their seals the day and year first above written.

Signed, sealed & delivered
in the presence of us
Alex. Clagett, John Cellars

Michael Snively {Seal}

Jacob Snively {Seal}

At the foot of the same was written the following, to wit: Received April 7th 1792 from Martin Bair the sum of ten pounds current money being the consideration money within mentioned.

Witness: Alex. Clagett, John Cellars

Michael Schnebly
Jacob Schnebly

On the back of the same was write the following endorsement, to wit: Washington County, Sct. April 7th 1792 then came Michael Schnebly and Jacob Schnebly before us the subscribers, two of the Justices of the Peace of the County aforesaid and acknowledged the within instrument of writing to be their act and

Jacob Snively & Benjamin Bean Family History

deed and the land and premises with its appurtenances therein mentioned to be the only right, title and estate of him the within named Martin Bair his heirs and assigns forever. Alex.
Clagett, John Cellars

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Will Book B, p. 10, 6/4/1803.

In the name of God, Amen. Be it remembered that I, Jacob Snively, of Washington County, Maryland State, being weak in body, but of sound mind and perfect memory and now considering the uncertainty of this mortal and frail life, blessed be God, I do now make and publish my last will and testament in the following form and manner, that is to say, first I give and bequeath unto my dearly beloved wife, Eve Snively, the whole of my estate, real and personal, until my youngest child is of age and to have the one third of the movable estate and one third of my real estate during her natural life time. Item, I give and bequeath the whole of my real estate to my dearly beloved sons, George and John, my wife being now far advanced in her pregnancy. In case she should have a son or twins of the male kind, my real estate shall be equally divided between my two aforementioned sons, George, John and those now mentioned, otherwise. In case a daughter or twin daughters to have the same portion as my other daughters in the following manner. Item, I give and bequeath to my beloved daughter Mary fifty pounds currency of Maryland, with a horse, bridle and saddle, a cow, bed, bed clothes. Item, I give and bequeath unto my beloved daughter Rachael fifty pounds, a horse, a bridle and saddle, a cow, a bed and bedding, the whole of the girls portion to be paid out of my real estate when my sons come into possession of my estate. I also request and bequeath that the legacy left to my mother be paid unto her out of the proceeds of my estate during her natural life. I do hereby appoint my beloved wife, Eve Snively, Executrix and John Cook Executor, of this my last will and testament. In Witness whereof I have set my hand and seal this twenty eighth day of June 1802.

Jacob Snively {Seal}

Signed, sealed and published and declared by the above named Jacob Snively to be his last will and testament in the presence of us who at his request and in his presence have published our names as witnesses to the same.

John Flint {Seal}

William Jacques {Seal}

Isaac Reeder {Seal}

Witness: I, John Cook of Washington County and State of Maryland, being appointed one of the Executors in the last will and testament of Jacob Snively, deceased, late of county and state aforesaid, without my consent or prior knowledge, taking the matter into consideration for some reasons find that it will not suit me to officiate in the aforesaid business, do hereby utterly decline to serve as Executor, as Witness my hand.

Witness: William Jacques, August 2nd 1802

John Cook

To the Register of Wills for the county.

Washington County, Sct: On the 4th day of June, 1803 came Eve Snively & made oath &c. that the within instrument of writing is the true and whole will & testament of Jacob Snively, deceased, that hath come to her hands or possession and that she doth not know of any other. – On the same day came John Flint, William Jacques and Isaac Reeder, the three subscribing witness to the within last will and testament of Jacob Snively, late of said County, deceased, and severally made oath on the Holy Evangely of Almighty God, that they did see the testator herein named sign & seal this will that they heard him publish, pronounce and declare the same to be his last will and testament, that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory & understanding and that they respectively subscribed our names as witnesses to this will in the presence and at the request of the testator.

Certified By

Thomas Belt, Reg.

Washington County Courthouse, Hagerstown, MD, Deed Book S, p. 404, 10/7/1806.

At the request of the Heirs of Jacob Snively, the following Deed was recorded the 7th day of October 1806.

This Indenture, made this fourth day of October in the year of our Lord one thousand, eight hundred and six, and thirty first of America's Independence, between William Flint of Washington County, State of Maryland of the one part, and the heirs of Jacob Schnebly [*sic.* Snively], deceased, of the County and State aforesaid, of the other part. **Witnesseth**, that the said William Flint for and in consideration of the sum of two hundred and twenty one dollars and sixty seven cents, to him in hand well and truly paid, before the sealing and delivery of these presents by the said Jacob Snively (deceased) the receipt whereof the said William Flint doth hereby confess and acknowledge, and he himself therewith fully satisfied, contented and paid, hath granted, bargained and sold, enfeoffed, aliened, released and confirmed, and by these presents, doth fully and freely grant, bargain, sell, enfeoff, release and confirm unto the said heirs of said (deceased) heirs, executors, administrators and assigns forever, one equal third part of an undivided tract of land called "Roseburg's Delight," lying and being in the County and State aforesaid, situate on or near Tonoloway Creek. Beginning of the whole tract at a bounded stake standing at the end of the first line of a tract of land called "Tonoloway Lick," and running thence North five degrees East seventy eight perches; thence North sixty eight degrees West thirty eight perches; thence South three degrees and one half degree East twenty two perches; thence South thirty two degrees West forty two perches; thence South fifty five degrees West forty two perches; thence South forty eight degrees West sixty perches; thence twenty two degrees West thirty six perches; thence North eighty four degrees East twenty perches; thence North sixty one degrees and one half degree East twenty four perches; thence South sixty three degrees East fifty four perches; thence North seventy nine degrees East thirty six perches; thence by a straight line to the Beginning, containing and laid out for seventy three acres of land, be the same more or less, the above tract of land fell to Michael Cresap by Will of Joseph Flint and conveyed from said Michael Cresap to Leonine Martin and from said Leonine Martin to the above named William Flint a reference to the sundry conveyances will more fully appear the one equal undivided third part of the above described tract of land to the said heirs, or their heirs or assigns, together with all improvements whatsoever thereunto belonging or any wise appertaining, and the reversion and reversions, remainder and remainders, issues and profits of all and singular the said premises, and every part and parcel thereof. To Have and To Hold the said third part of the above tract as aforesaid, hereby granted, bargained and sold or intended to be granted, bargained and sold, enfeoffed, aliened, released and confirmed, and every part and parcel thereof unto the said heirs as aforesaid, their heirs, executors, administrators and assigns forever, to the only proper use and behoof of them the said heirs of said deceased, heirs and assigns forever, and the said William Flint for himself, his heirs, executors and administrators, doth hereby covenant, promise, grant and agree to and with the said heirs or their assigns that he the said William Flint, his heirs, executors and administrators all and singular the before bargained and sold land and premises with the appurtenances and every part and parcel thereof unto the said heirs, or their heirs and assigns, against all persons whatsoever shall warrant and forever defend by these presents. And the said William Flint, his heirs, executors and administrators shall and will from time to time and at all times forever hereafter at the request of, and at the proper costs and charge in Law of them the said heirs, or their heirs and assigns, make, do, execute or cause to be made, done and executed all and every such act or acts, thing or things, devise or devises, assurance or assurances, whatsoever is requisite in the premises for the better assurance and the more sure making over the aforesaid bargained and sold premises unto the said heirs, to their heirs and assigns forever, be it by enrolment of these presents or efferent or any other

Jacob Snively & Benjamin Bean Family History

Lawful means as by them the said heirs, or their heirs or assigns, or any of their counsel learned in the Law, shall be reasonably advised. In Witness whereof, the said William Flint hath hereunto set his hand and affixed his seal the day and year first above written.

Signed, sealed and delivered in the presence of
William Yates, John Hunter

William Flint {Seal}

Received on the day of the above date or the aforesaid heirs the sum of two hundred and twenty six dollars and sixty seven cents, it being the full consideration money of the above bargained and sold premises. Received by me – William Flint.

Maryland, to wit: On this fourth day of September in the year of our Lord eighteen hundred and six, personally appears William Flint of Washington County, party grantor mentioned in the above deed or instrument of writing before us the subscribers, two Justices of the Peace of the said State for Washington County, and acknowledges the said above 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 heirs of Jacob Snibley [*sic.* Snively], deceased, party grantor also therein named and mentioned, 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 cases made and provided.

Acknowledged before and certified by William Yates, John Hunter.

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book CC, p. 488, 3/11/1818.

At the request of Benjamin Bean, the following Deed was recorded March 11th 1818.

This Indenture made this [10th] day of [March] in the year of our Lord, one thousand, eight hundred and [eighteen] between Nicholas Parrott of Washington County and State of Maryland of the one part and Benjamin Bean[,Sr.] of Hancock Town & the County & State aforesaid of the other part. **Witnesseth**, that for and in consideration of the sum of five hundred dollars current money of Maryland to the said Nicholas Parrott in hand paid by the said Benjamin Bean at or before the sealing and delivery of these presents the receipt whereof the said Nicholas Parrott doth hereby acknowledge and thereof do release, acquit and discharge the said Benjamin Bean his heirs, executors and administrators by these presents the said Nicholas Parrott hath hereby granted, bargained and sold and by these presents do grant, bargain and sell unto the said Benjamin Bean and his heirs and assigns forever all those three lots or parcels of ground situated, lying and being in Williams (Hancock) Town in Washington County and State aforesaid now occupied and in the possession of the said Benjamin Bean, which said three lots or parcels of ground are distinguished in the plat of said town by numbers twenty eight, twenty nine & thirty, containing half an acre of ground each and fronting on the main street, each four rods [66 feet] by twenty rods [330 feet] deep from the North side of the main street aforesaid, being three lots or parcels of ground granted by deed bearing date the first day of September, eighteen hundred & seventeen from John Donsfan to the said Nicholas Parrott. Together with all houses, buildings, orchards, ways, water, water courses, profits, commodities, hereditaments and appurtenances whatsoever, to the said premises hereby granted or any part thereof belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, use, trust, property and demand whatsoever of him the said Nicholas Parrott, his heirs, executors and administrators of, in and to the said premises and the appurtenances thereunto belonging. To Have and To Hold the said above described three lots or parcels of ground with their appurtenances hereby conveyed and all and singular other the premises hereby granted and every part and parcel thereof with their and every of their appurtenances unto the said Benjamin Bean and his heirs and assigns forever. To the only proper use and behoof of him the said Benjamin Bean and his heirs and assigns forever. And the said Nicholas Parrott for himself and his heirs doth hereby covenant, grant, promise and agree to and with the said Benjamin Bean and his heirs and assigns that he the said Nicholas Parrott and his heirs, the said three lots of land and premises hereby granted, bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging to him the said Benjamin Bean and his heirs and assigns against him the said Nicholas Parrott and his heirs and against all and every person or persons whatsoever shall and will warrant and forever defend. And the said Nicholas Parrott for himself and his heirs do further covenant, grant, promise and agree to and with the said Benjamin Bean and his heirs and assigns that he the said Nicholas Parrott and his heirs shall and will at all times hereafter whenever required thereto by the said Benjamin Bean or his heirs and assigns at the proper cost and expense of the said Nicholas Parrott heirs or assigns make do execute and acknowledge all and every such further assurance or assurances, deed or deeds, conveyance or conveyances, devise or devises in the law as he the said Benjamin Bean or his heirs or assigns or their counsel learned in the law may of shall advise, devise or require for the more certain and effectual assuring conveying and quieting the possession of the said three lots of ground unto him the said Benjamin Bean, his heirs and assigns of, in and to the said three lots of land and premises with the appurtenances forever.

In witness whereof I the said Nicholas Parrott hath hereunto subscribed his name and affixed his seal the day and year first above written.

Jacob Snively & Benjamin Bean Family History

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

Nicholas Parrott {Seal}

State of Maryland, Washington County, to wit: Be it remembered that on this [10th] day of [March] in the year of our Lord one thousand, eight hundred and eighteen, personally appeared Nicholas Parrott of Washington County, the party grantor above named, before us the subscribers two of the Justices of the Peace for Washington County aforesaid and acknowledged the above deed or instrument of writing to be his act and deed and the three lots and premises therein mentioned and thereby bargained and sold to be the right, title and estate of the above named Benjamin Bean, party grantee also therein named and 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. And now at the same time also personally appeared Elizabeth Parrott, wife of the said Nicholas Parrott, before us the subscribers as aforesaid and acknowledged the said deed or instrument of writing to be her act and deed and the Lots of ground and premises therein mentioned to be the right and estate of the above named Benjamin Bean and his heirs and assigns forever, and the said Elizabeth Parrott 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 threats 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 threats of or ill usage by her husband or fear of his displeasure. Taken and certified the day and year above written before.

Thomas C. Brent
Cornelius Ferree

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book FF, p. 20, 2/19/1821.

At the request of Samuel I. Gregory, the following Deed was recorded February 19th, 1821.

This Indenture made this fourteenth day of February in the year of our Lord one thousand. eight hundred and twenty one between Benjamin Bean of Washington County & State of Maryland of the one part & Samuel I. Gregory of the other part. **Witnesseth**, that the said Benjamin Bean for and in consideration of the sum of three hundred dollars current money to him in hand paid by the said Samuel I. Gregory before the sealing of these presents, the receipt whereof the said Benjamin Bean doth hereby acknowledge, and from every part and part thereof doth hereby exonerate, acquit & discharge the said S. I. Gregory. He the said Benjamin Bean hath granted, bargained, aliened and confirmed and by these presents doth grant, bargain, alien, sell & confirm unto the said S. I. Gregory a parcel of a lot of ground & premises situated in Hancock Town & Washington County & State aforementioned & distinguished in the plat of Hancock Town by number twenty eight, fronting on the main street forty five feet & seven inches, commencing at the East corner of the said S. I. Gregory shop adjoining Lot number twenty seven and extending West to the West corner of the said S. I. Gregory house, thence the depth of the original Lot twenty rods [330 feet], this together with all and singular, the buildings & improvements, rights & privileges thereunto belonging & appertaining. To have and to Hold the said ground above mentioned, together with all the buildings & appurtenances & all & singular other the premises hereby bargained and sold to the said S. I. Gregory & his heirs & assigns & to or for no other use, interest of purpose whatsoever, & the said Benjamin Bean for himself, his heirs, executors & administrators doth hereby grant, covenant and agree with the said S. I. Gregory, his heirs & assigns that he the said Benjamin Bean & his heirs the said Lot of ground and premises hereby sold and appurtenances thereunto belonging to the said S. I. Gregory & assigns against him the said Benjamin Bean & his heirs & against all & every person or persons whatsoever claiming or to claim by, from or under him any right, title or interest in & to the same or any part thereof, shall & will hereafter warrant & forever defend by these presents. In witness whereof the said Benjamin Bean has hereunto set his hand & affixed his seal the day and year first above written.

Signed, sealed & delivered in presence of
Thomas J. Brent, S. H. Bowles

his
Benjamin X Bean {Seal}
mark

State of Maryland, Washington County, to wit: On this sixteenth day of February in the year of our Lord one thousand, eight hundred and twenty one, personally appeared Benjamin Bean of Washington County being the party grantor named in the within instrument, before me the subscribers two Justices of the Peace for Washington County aforesaid & acknowledged the within instrument of writing to be his act and deed, and the part of Lot of ground & premises herein mentioned & thereby bargained and sold to be the right and estate of the within Samuel I. Gregory, party grantor, also therein named his heirs & assigns forever, according to the purpose, true intent and meaning of the said instrument of writing & the acts of Assembly in such case made and provided, & at the same time also appeared Elizabeth Bean, wife of the said Benjamin Bean before us, two Justices as aforesaid & acknowledged that said deed or instrument of writing to be her act & deed, the part of Lot of ground and premises therein mentioned to be the right & estate of the within named Samuel I. Gregory, his heirs & assigns forever, & the said Elizabeth Bean being by us privately examined apart from & out of the hearing of her husband, acknowledges that she doth make her acknowledgement of the same willingly and freely & without being induced thereto by fear or threat of, or ill usage by her husband, of fear of his displeasure.

Thomas C. Brent

Jacob Snively & Benjamin Bean Family History

Taken & certified the day & year above written

S. H. Bowles

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Washington County Courthouse, Hagerstown, MD, Will Book C, p. 161, 11/23/1821.

In the name of God, Amen. I, Benjamin Bean, of Washington County in the State of Maryland, being sick and weak in 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 home, 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 unto the hands of Almighty God, and my body to earth to be decently buried at the discretion of my Executor & Executrix hereinafter named, and after my death and funeral charges are paid, I devise and bequeath as follows:

Whereas the property which I now possess hath been chiefly acquired by the joint industry and frugality of my dear wife and myself, I do therefore give and bequeath unto my said wife during her natural life my Tavern house and lots wherein I now live together with all the beds, bedding, household and kitchen furniture and all other my personal effects and property thereabout or therein contained, the said house to be kept by her with the assistance of my son Benjamin as a public house for her benefit and the support and maintenance of my son Benjamin and my three unmarried daughters, so long as they shall remain single and unmarried, and on the day of the marriage of either of my sons, William and Benjamin, or either of my daughters Opy, Polly & Sophia, or at the death of my wife should it happen before their marriage – I give and bequeath to them and each of them one feather bed, bedstead and bedding and necessary household and kitchen furniture valued at one hundred dollars. – Item, I give and bequeath to my son Benjamin one horse, saddle and bridle valued at one hundred and fifty dollars, this in consideration and on condition of his living with his mother during her life, or until his marriage, superintending the business of the Tavern for the joint benefit of himself, mother and three unmarried sisters.

It is my will and desire that my Executrix and Executor hereinafter named, dispose of my land, unimproved lots in Brent's Addition to Hancock Town, any of my slaves or other property at public sale, if necessary for the full discharge and payment of my debts, and at the death of my wife I devise and bequeath all the rest and residue, and all my estate both real and personal to be equally divided between my seven children, Eleanor Oliver, Franky Barton, William, Benjamin, Opy, Polly and Sophia, them and their heirs, share and share alike.

And lastly I do hereby constitute and appoint my dear wife Elizabeth Bean and my son Benjamin, Executrix and Executor of this my last will and testament, revoking and annulling all former wills by me heretofore made, ratifying and confirming this and none other to be my last will and testament. In testimony whereof I have hereunto set my hand and affixed my seal this 2nd day of July in the year of our Lord one thousand, eight hundred & twenty one.

his
Benjamin B. Bean {Seal}
mark

Signed, sealed, published and declared by Benjamin Bean the above named Testator as and for his last will and testament in the presence of us who at his request, in his presence and in the presence of each other have subscribed our names as witnesses thereto.

Thos. C. Brent Jacob Snively Arthur Blackwell

Washington County, to wit: On this 23rd Nov. 1821 came Benjamin Bean and made oath that this is the true and whole will of Benjamin Bean [Sr.], late of said county deceased that hath come to his hands and possession and that he does not know of any other. At the same time came Thomas C. Brent, Jacob

Jacob Snively & Benjamin Bean Family History

Snively and Arthur Blackwell and made oath that they did see the Testator herein named sign and seal this will that they heard him publish, pronounce and declare the same to be his last will and testament, that at the time of his doing he was to the best of their apprehension of sound and disposing mind, memory and understanding, and that they subscribed their names as witnesses to this will in the presence and at the request of the testator and in the presence of each other.

Certified by:

Geo. C. Smoot, Reg.

Washington County, to wit: I, Elizabeth Bean, one of the appointed Executors in the last will and testament of Benjamin Bean [Sr.], late of said county, deceased, do hereby refuse to act as Executrix to said will by virtue of such appointment and do therefor renounce all my right, title and claim to said Executorship accordingly. – Given under my hand and seal this day of November, 1821.

[her]

Witness

Elizabeth X Bean {Seal}
[mark]

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book FF, p. 1032, 11/23/1822.

At the request of Jacob Snively, the following Deed was recorded November 23rd, 1822.

This Indenture made this fourteenth day of November in the year of our Lord one thousand, eight hundred and twenty two, between Andrew Newcomer of Washington County, State of Maryland of the one part and Jacob Snively of the same place of the other part. **Witnesseth**, that for and in consideration of the sum of five hundred dollars current money of the United States to the said Andrew Newcomer in hand paid by the said Jacob Snively at or before the sealing and delivery of these presents the receipt whereof he the said Andrew Newcomer doth hereby acknowledge and thereof does release, acquit and discharge the said Jacob Snively his executors and administrators by these presents and the said Andrew Newcomer hath granted, bargained and sold and by these presents doth bargain and sell unto the said Jacob Snively and his heirs and assigns all that part of "Stulls Forest" lying in the following metes and bounds.

Beginning, for said part at a stone set up at the beginning of a tract of land called "Stulls Forest" and also the beginning of "Shoe Spring" and running thence North sixteen degrees East forty perches; North fifty two degrees West twenty one perches and four tenths of a perch to a stone; South fifteen degrees East twenty perches and four tenths of a perch to a stone; South thirteen degrees West thirty perches to a stone; South forty four degrees West one hundred and twenty six perches to a stone; South sixty five degrees East five perches and two tenths of a perch to a stone; South forty seven degrees West thirteen perches and six tenths of a perch to a stone; South fifty six degrees East one perch and eight tenths of a perch to a stone; North forty seven degrees East fifty seven perches to a stake; North forty one degrees East thirty six perches to a stake; North forty four degrees East eight perches to a stake; then by a straight line to beginning. **Containing** and now laid off for eight acres and one hundred and fifty two perches, more or less, and all houses, buildings, orchards, ways, water courses, profits, commodities, hereditaments and appurtenances whatsoever to the said premises hereby granted or any part thereof belonging or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, use, trust, property and demand whatsoever of the said Andrew Newcomer of, in and to the said premises and all deeds, evidences and writings touching so in any wise concerning the same. To have and to Hold the said land and premises hereby conveyed and all and singular other the premises hereby granted, and every part and parcel thereof with their and every of their appurtenances unto the said Jacob Snively and his heirs and assigns forever. To the only proper use and behoof of him the said Jacob Snively and his heirs and assigns forever. And the said Andrew Newcomer for himself, his heirs, executors and administrators doth hereby covenant, grant, promise and agree to and with the said Jacob Snively and his heirs, executors, administrators & assigns, that he the said Andrew Newcomer and his heirs, the said tract of land and premises hereby granted, bargained and sold and every part and parcel thereof, with appurtenances thereunto belonging to him the said Jacob Snively and his heirs and assigns against him the said Andrew Newcomer and his heirs and against all and every person or persons whatsoever claiming by, from or under him any of them shall and will warrant and forever defend. And the said Andrew Newcomer for himself, his heirs, executors and administrators doth further covenant, grant, promise and agree to and with the said Jacob Snively and his heirs, executors, administrators and assigns that he the said Andrew Newcomer and his heirs shall and will at all times hereafter whenever required thereto by the said Jacob Snively and his heirs or assigns at the proper cost and expense of the said Jacob Snively and his heirs or assigns make do execute and acknowledge all and every such further assurance or assurances, deed or deeds, conveyance or conveyances, device or devices, in the law as he the said Jacob Snively and his heirs or assigns or his or their counsel learned in the law may or shall advise, devise or require for the more certain and effectual assuring, conveying and quieting

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the possession of the said Jacob Snively and his heirs and assigns, of, in and to the said tract of land and premises with the appurtenances forever.

In witness whereof the said Andrew Newcomer hath hereunto subscribed his name and affixed his seal the day and year first above written.

Signed, sealed and delivered in the presence of

Andrew Newcomer {Seal}

State of Maryland, Washington County, to wit: Be it remembered that on this fourteenth day of November in the year of our Lord one thousand, eight hundred and twenty two, personally appeared Andrew Newcomer of Washington County, the party grantor above named before us, two of the Justices of the Peace for said County and acknowledged the above deed or instrument of writing to be his act and deed and the land and premises therein mentioned and thereby bargained and sold to be the right and estate of the above named Jacob Snively, party grantee also therein named, heirs and assigns forever according to the [illegible] true intent and meaning of the said deed or instrument of writing and the acts of Assembly in such case made and provided. And now at the same time also personally appeared Elizabeth Newcomer, wife of the said Andrew Newcomer, before us two Justices of the Peace as aforesaid and acknowledged the said deed or instrument of writing to be her act and deed and the land and premises therein mentioned to the right and estate of the above named Jacob Snively and his heirs and assigns, forever, and the said Elizabeth Newcomer being by us subscribers privately examined apart from and out of the hearing of her husband, “whether she doth make her acknowledgement of the same willingly and freely without being induced thereto by fear or threat of or ill usage by her husband or fear of his displeasure” acknowledged that she doth make her acknowledgement of the same willingly and freely and without being induced thereto by fear or threats of, or ill usage by her husband of rear of his displeasure.

Taken and certified the day and year above written:

Robert Hughes
John Hovine

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Washington County Courthouse, Hagerstown, MD, Deed Book HH, p. 839, 3/9/1826.

At the request of Jacob Snively, the following Bill of Sale was recorded 9th March 1826.

Know all men by these presents that I, James W. Westbay, of Washington County and State of Maryland, for and in consideration of the sum of eighty six dollar and seventy three cents current money to me paid by Jacob Snively of Washington County and State aforesaid at or before the sealing and delivery of these presents, the receipt whereof I the said James W. Westbay do hereby acknowledge, have granted, bargained and sold and by these presents do grant, bargain and sell unto the said Jacob Snively, his executors or administrators and assigns, all the goods, household stuff, implements and furniture particularly mentioned, expressed and contained in Schedule hereunto annexed, that is to say: 1 feather bed, 2 sheets, 4 coverlets, 2 blankets, 2 pillows with cases, 1 under bed, 2 pair bedstead, 1 dining table, 1 kitchen table, 1 candle stand, 6 Windsor chairs, 1 pr. shovel and tongs, ½ dozen blue plates, 1 set tin ware, 1 wash [illegible] set cups and saucers, 2 coffee pots, 1 iron, 2 tin buckets, 1 [illegible] pair bellows, 2 trunks, 1 chest, 1 pot, 1 skillet, 1 griddle, 1 tea kettle, 1 silver watch, 3 waiters, set knives & forks, ½ doz. spoons, 1 decanter, 2 tumblers, all and singular which said goods and chattel are now remaining, standing and being in a certain messuage or tenement situated in Hancock and now in the occupation of the said James W. Westbay. To have and to hold all and singular the said goods, household stuff and furniture and other the premises above bargained and sold as mentioned and intended so to be to the said Jacob Snively, his executors, administrators and assigns. And I the said James W. Westbay for myself, my heirs, executors and administrators all and singular the said goods, &c. unto the said Jacob Snively, his executors, administrators and assigns against me the said James W. Westbay, my executors and administrators against all and every person or persons, whatsoever, shall and will warrant and forever defend by these presents off all and singular which said goods, &c. I the said James W. Westbay have put the said Jacob Snively in full possession by delivering to him the said J. Snively one cent at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold or mentioned or intended so to be unto him the said Jacob Snively as aforesaid. In witness whereof I have hereunto set my hand and seal this fourth day of March 1826.

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

James W. Westbay {Seal}

State of Maryland, Washington County, Sct: On this fourth day of March eighteen hundred and twenty six, personally appeared James W. Westbay before me the subscriber a Justice of the Peace in and for the County aforesaid and acknowledged the foregoing instrument of written 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 C. Brent.

Washington County Courthouse, Hagerstown, MD, Deed Book HH, p. 1096, 6/28/1826.

At the request of Jacob Snively, the following Mortgage was recorded 28th June 1826.

This Indenture made this seventh day of June in the year of our Lord eighteen hundred and twenty six, between Joseph Boone of Washington County and State of Maryland of the one part and Jacob Snively of the County and State aforesaid of the other part. **Whereas** the said Joseph Boone by his bond or obligation bearing date the sixth day of June eighteen hundred & twenty six stands bound unto the said Jacob Snively, his executors and administrators and assigns in the sum of five hundred and fifty dollars current money with a condition thereunder written for the payment of the sum of two hundred and seventy seven dollars & thirty four cents current money with legal interest for the same on or before the sixth day of December eighteen hundred and twenty seven, as by the said Bond and condition may more fully appear. Now this Indenture **Witnesseth** that the said Joseph Boone in consideration of the said debt or sum of two hundred and seventy seven dollars and thirty four cents owing to the said Jacob Snively as aforesaid and for the better securing of the payment thereof with interest to the said Jacob Snively, his executors, administrators or assigns, according to the condition of said bond and also in consideration of the sum of one dollar current money of Maryland to him the said Joseph Boone by the said Jacob Snively in hand paid at and before the sealing and delivery of these presents, the receipt whereof the said Joseph Boone doth hereby acknowledge, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said Jacob Snively and his heirs and assigns, one house and half lot of ground situate and being in "Brent's Addition to Hancock" in Washington County aforesaid and distinguished in the plat of said addition by Number Two, now in the possession and occupied by the said Joseph Boone. To have and to hold the said house and half lot of ground and every part and parcel thereof, with the appurtenances thereunto belonging unto the said Jacob Snively, his heirs and assigns, to the only proper use and behoof of the said Jacob Snively, his heirs and assigns forever, and to and for no other use, intent or purpose whatsoever, provided always and it is the true intent and meaning of these presents, and of the said parties hereunto, that if the said Joseph Boone, his heirs, executors or administrators do and shall, will and truly pay or cause to be paid unto the said Jacob Snively, his executors, administrators or assigns, the said full sum of two hundred and seventy seven dollars and thirty four cents current money with legal interest on the same on or before the sixth day of December eighteen hundred and twenty seven according to the condition of the within in part recited Bond or obligation without deduction or abatement whatsoever, then and from thence forth these presents and every matter and thing therein contained shall cease and be utterly null and void, anything herein contained to the contrary thereof in any wise notwithstanding, and the said Joseph Boone for himself, his heirs, executors and administrators doth covenant, promise, grant and agree to and with the said Jacob Snively, his executors, administrators and assigns in manner and form following. That is to say, that he the said Joseph Boone, his heirs, executors and administrators or some of them shall and will well and truly pay or cause to be paid unto the said Jacob Snively his executors, administrators or assigns the said sum of two hundred and seventy seven dollars and thirty four cents with legal interest as aforesaid on the day herein limited for payment without any deduction or abatement whatsoever, and that the granted and released premises now are and at all times from and after default shall happen to be made of or in payment of the said sum of two hundred and seventy seven dollars and thirty four cents and interest as aforesaid or any part thereof shall forever be & remain and continue free and clear and truly and clearly acquitted and discharged, of and from all manner of former and other gifts, grants, bargains, sales, mortgages, augments, changes or incumbrances, whatsoever heretofore made, committed, done or deferred by him the said Joseph Boone and that the said Jacob Snively, his heirs and assigns, shall and

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may from time to time and at all times, after any such default shall happen to be made in payment of the said sum of two hundred and seventy seven dollars and thirty four cents and interest as aforesaid or any part thereof peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said premises with the appurtenances and every part & parcel thereof, without the let hindrance, molestation or interruption or disturbance of him the said Joseph Boone, his heirs or assigns, or any other person or persons lawfully claiming by, from or under him, them or any of them and further that he the said Joseph Boone, his heirs & assigns and all and other person or persons having or lawfully claiming and estate, right, title or interest of or in said hereby granted and released premises, or any part thereof, shall and will at any time or times after such default made in payment as aforesaid make and execute to and suffer all such further and other acts, matters, things, devices and assurance in the law whatsoever for the further and better conveying and assuring of all and singular the premises with the appurtenances hereby granted unto him the said Jacob Snively, his heirs and assigns to the only proper use and behoof of him the said Jacob Snively, his heirs and assigns forever, absolutely [illegible] and discharged of and from the proviso or condition hereinbefore contained and of and from all equity of redemption by virtue or color thereof according to the true intent and meaning of these presents, as by the said Jacob Snively, his heirs or assigns, of his or their counsel learned in the law shall be reasonably advised, devised or required, and lastly it is covenanted and agreed upon by and between both of the said parties to these presents, and it is hereby declared to be the true intent and meaning hereof and of the parties hereunto that until default shall be made in payment of the said sum of two hundred and seventy seven dollars and thirty four cents and legal interest for the same according to the time within limited for the payment thereof, it shall and may be lawful to and for the said Joseph Boone, his heirs and assigns peaceably and quietly to have, hold, occupy, possess and enjoy all and singular the said premises within granted and released and every part and parcel thereof with the appurtenances and to have, receive and take, the rents, issues and profits thereof to his and their own particular use and behoof, anything herein contained to the contrary thereof in any wise notwithstanding. In witness whereof the said Joseph Boone hath hereunto set his hand and affixed his seal the day and year first within written.

Signed, sealed and delivered in the
presence of us Thomas C. Brent
A. B. Blackman, J. H. Bowles

Joseph Boone {Seal}

State of Maryland, to wit: On this seventh day of June in the year eighteen hundred and twenty six, personally appeared Joseph Boone before us the subscribing two of the Justices of the Peace in and for Washington County, and acknowledged the foregoing instrument of writing to be his act and deed according to the true intent and meaning thereof and the Act of Assembly in such case made and provided.

Acknowledged before

Thomas C. Brent

J. H. Bowles

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Washington County Courthouse, Hagerstown, MD, Deed Book II, p. 171, 1/24/1827.

At the request of Jacob Snively, the following Mortgage was recorded January 24th 1827.

This Indenture made this 6th day of January 1827 between Barnhart Nunemaker of Washington County and State of Maryland of the one part and Jacob Snively of the County and State aforesaid of the other part. **Whereas** the said Barnhart Nunemaker by his bond or obligation duly executed bearing date 5th day of January in the year of our Lord 1827 stands bound unto the said Jacob Snively, his executors, administrators and assigns, in the sum of one hundred and twenty dollars current money with a condition thereunder written for the payment of the sum of fifty nine dollars and sixty three cents current money with legal interest for the same on or before the first day of August next ensuring the date of these presents as by the said Bond and condition may more fully appear. Now this indenture **Witnesseth** that the said Barnhart Nunemaker on condition of the said debt or sum of fifty nine dollars and sixty three cents owing to the said Jacob Snively as aforesaid and for the better securing the payment thereof with interest to the said Jacob Snively, his executors, administrators or assigns, according to the conditions of the said Bond and also in consideration of the further sum of one dollar current money of the United States to him the said Barnhart Nunemaker by the said Jacob Snively in hand paid at or before the sealing and delivering of these presents, the receipt whereof the said Barnhart Nunemaker doth hereby acknowledge, hath granted, bargained and sold, released and confirmed and by these presents doth grant, bargain and sell, release and confirm unto the said Jacob Snively and to his heirs and assigns all that tract or portion of land situate, lying and being in the Town of Clear Spring in the County of Washington and State of Maryland known on the general plat of said Town as number fifty five containing sixty six feet in breadth and one hundred and ninety eight feet in length, more or less, to have and to hold the said tract or portion of land and every part and parcel thereof with the appurtenances thereunto belonging unto the said Jacob Snively, his heirs and assigns, to the only proper use and behoof of the said Jacob Snively, his heirs and assigns, forever, and to and for on other use, intent or purpose whatsoever. Provided always and it is the true intent and meaning of these presents and of the said parties hereunto that if the said Barnhart Nunemaker his heirs, executors or administrators do and shall well and truly pay or cause to be paid unto the said Jacob Snively, his executors, administrators or assigns, the said full sum of fifty nine dollars and sixty three cents current money with legal interest for the same on or before the first day of August next ensuing the day of the date of these presents according to the conditions of the above in part recited Bond or obligation without any deductions or abatements whatsoever, then and from henceforth these presents and every matter and thing therein contained shall cease and be utterly null and void, anything herein contained to the contrary in any wise notwithstanding and the said Barnhart Nunemaker for himself, his heirs, executors and administrators doth covenant, promise, grant and agree to and with the said Jacob Snively, his executors, administrators or assigns in manner and form following, that is to say that he the said Barnhart Nunemaker, his heirs, executors or administrators or some of them shall and will well and truly pay or cause to be paid unto the said Jacob Snively, his executors, administrators or assigns the sum of fifty nine dollars and sixty three cents with legal interest aforesaid on the day hereinbefore limited for payment thereof without any deduction or abatement whatsoever as aforesaid and that the said granted and released premises now are and at all time from and after the default shall happen to be made of or in payment of the said sum of fifty nine dollars and sixty three cents and interest aforesaid or any part thereof peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said premises with the appurtenances and every part and parcel thereof without the let hindrance, molestation, interruption or disturbance of him the said Barnhart Nunemaker, his heirs or assigns or of any other person or persons lawfully claiming or to claim by, from or under him, them or any of them and further

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Washington County Courthouse, Hagerstown, MD, Deed Book KK, p. 321, 9/30/1828.

At the request of Barnhart Nunemaker, the following Release of Mortgage was recorded September 30th 1828.

This Indenture made this 29th September 1828 between Jacob Snively of Washington County and State of Maryland of the one part and Barnhart Nunemaker of the aforesaid County & State of the other part. **Whereas** the said Barnhart Nunemaker by his indenture of Mortgage bearing date the 5th day of January 1827 duly executed, acknowledged and recorded in one of the land record books of the general court of the western shores of the sate aforesaid, did for and in consideration of the sum of fifty nine dollars and sixty three cents current money grant, bargain, sell, alien, enfeoff and confirm unto the said Jacob Snively, his heirs and assigns, a Lot or parcel of ground in the Town of Clear Spring known on the general plat of said town as Number fifty five – a reference being had to the above recited deed of Mortgage will more fully and at large appear. And whereas the said Barnhart Nunemaker hath fully satisfied and paid to him the said Jacob Snively the above mentioned sum of money and the interest thereon, he the said Jacob Snively doth agree to execute this instrument of writing as a full release of the above mentioned tract or parcel of land. Now this indenture **Witnesseth** that the said Jacob Snively for and in consideration of the payment of the above mentioned sum of money and the interest thereon and for the consideration of the sum of one dollar current money to him in hand paid by the said Barnhart Nunemaker, receipt whereof the said Jacob Snively doth acknowledge and himself to be fully satisfied, contented and paid hath and by these presents doth give, grant, bargain, sell, release, enfeoff and confirm unto him the said Barnhart Nunemaker, his heirs and assigns, forever, to him the said Barnhart Nunemaker, his heirs, executors, administrators and assigns, forever, to his and their only proper use and behoof and to and for no other use, intent or purpose whatsoever. **In Witness** whereof the said Jacob Snively hath hereunto set his hand and affixed his seal the day and year first herein before written.
Signed, sealed and delivered
in presence of Thos. C. Brent, R. H. Beatty

Jacob Snively {Seal}

State of Maryland, Washington County, Sct: Be it remembered that on this 29th day of September in the year of our Lord eighteen hundred and twenty eight personally appeared Jacob Snively before us the subscribers, two Justices of the Peace in and for the county aforesaid and acknowledged the within instrument of writing to be his act and deed according to the true intent and meaning thereof and the Act of Assembly in such case made and provided.

Acknowledged before: Thos. C. Brent

R. H. Beatty

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Washington County Courthouse, Hagerstown, MD, Deed Book MM, p. 827, 1/31/1832.

At the request of Jacob Snively, the following Bill of Sale was recorded January 31st 1832.

Know all men by these presents, that I David Barnett of Washington County in the State of Maryland for and in consideration of the sum of one hundred and eighty one dollars to me in hand paid by Jacob Snively of Washington County and State aforesaid, at and before the sealing and delivery of these presents, the receipt whereof I the said David Barnett do hereby acknowledge, have granted, bargained and sold and by these presents do grant bargain and sell unto Jacob Snively, his executors, administrators and assigns, all the goods, household stuff, implements and furniture particularly mentioned, expressed and contained in the schedule hereunto annexed all and singular which said goods and chattels are now remaining, standing and being in a certain messuage or tenement situate in Washington County and State aforesaid and now in the occupation of the said David Barnett. To have and to hold all and singular the said goods, household stuff and furniture and other the premises above bargained and sold or mentioned and intended so to be, to the said Jacob Snively, his executors, administrators and assigns, forever. And I the said David Barnett for myself, my heirs, executors and administrators all and singular the said goods, household stuff and furniture and other the premises unto the said Jacob Snively, his executors, administrators and assigns, against me the said David Barnett, my executors and administrators, and against all and every other person or persons whatsoever, shall and will warrant and forever defend by these presents of all and singular which said goods, household stuff and furniture and other the premises, I the said David Barnett have put the said Jacob Snively in full possession by delivering to him the said Jacob Snively one table spoon at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold or mentioned and intended to be so unto him the said Jacob Snively as aforesaid. **In Witness** whereof I have set my hand and affixed my seal this twenty fifth day of January in the year eighteen hundred and thirty two.

Witness present W. C. Blackman
R. Oliver

David Barnett {Seal}

Schedule: 1 sorrel mare, 1 roan horse, 1 gray mare, 1 cow & calf, 4 hogs, 1 copper kettle, 3 beds, 1 large cupboard, 5 pots, 3 Dutch ovens, 1 pressure kettle, 2 wood buckets, 1 tin kettle, 1 wagon, 4 sets of harness, 1 wind mill, 2 tables round ends, 1½ dozen chairs, 1 settee.

State of Maryland, Washington County, to wit: Be it remembered that on this 26th day of January 1832 before me the subscriber a Justice of the Peace for said County, personally appeared David Barnett, party to the within Indenture, and acknowledged the same to be his act and deed.

S. McKinley, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book NN, p. 393, 6/26/1832.

At the request of Jacob Snively, the following Bill of Sale was recorded June 26th 1832.

This Indenture, made this 22nd day of June 1832 between James W. Westbay of Hancock, Washington County, Maryland of the one part and Jacob Snively of the county & state aforesaid of the other part. **Whereas** the said James W. Westbay owes and stands justly indebted to the said Jacob Snively in the sum of three hundred and ten dollars current money and to secure the payment thereof is willing to execute these presents. Now this Indenture **Witnesseth**, that the said James W. Westbay for and in consideration of the premises and of the sum of one dollar to him in hand paid by the said Jacob Snively at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath granted, bargained and sold and by these presents doth bargain and sell unto the said Jacob Snively, his executors, administrators and assigns, all and singular the stock, goods, furniture and household stuff hereinafter particularly mentioned and expressed, that is to say: 3 hogs, 10 pigs, 7 feather beds and bedding, 7 bedsteads, 2 milch cows, 1 roan horse, saddle & bridle, 5 chaff beds, bedding & stands, 3 breakfast tables, 2 dining tables, 2 large square cupboards, 2 bureaus, 1 clock, 1 shotgun, 2½ dozen chairs, 1 settee, 6 furniture calico window curtains, 3 muslin window curtains, 3 copper kettles, 1 large iron kettle, 2 pots, 2 skillets, 3 barrels of whiskey, 3 crocks lard, 3 doz. Liverpool plates, 4 large oval dishes, 3 heaters, 3 stone jars, 6 stone crocks, 2 barrels soap, 1 hogshead vinegar, 200 pounds bacon, 2 tin plate stoves & pipes & 120 bushels stone coal. To have and to hold all and singular the stock, goods, furniture and household stuff unto the said Jacob Snively, his executors, administrators and assigns, to his and their own use and behoof. Provided always and it is declared to be the true intent and meaning of these presents that if the said James W. Westbay do, and shall, well and truly pay or cause to be paid unto the said Jacob Snively, his executors, administrators or assigns, the full sum of three hundred and ten dollars on or before the 25th day of June instant, 1832, in such case these presents and every matter and thing herein contained shall cease, determine and be utterly void to all intents and purposes, anything herein contained to the contrary notwithstanding, and the said James W. Westbay, for himself, his heirs, executors or administrators shall and will, well and truly pay or cause to be paid unto the said Jacob Snively, his executors, administrators or assigns, the said sum of three hundred and ten dollars current money together with interest for the same at the rate aforesaid at such times and after such manner as hereinbefore set forth and agreed for the payment thereof and the said James W. Westbay, his executors and administrators, all and singular, the goods, stock, furniture and household stuff by these presents granted, bargained and sold and every part thereof unto the said Jacob Snively, his executors, administrators and assigns, against him the said James W. Westbay, his executors and administrators and against all and every other person and persons whatsoever shall and will warrant and defend by these presents. **In Witness** whereof, I have set my hand and affixed my seal the day in year first above written.

Signed, sealed in presence of

James W. Westbay {Seal}

W. C. Blackman, Horace Resley

State of Maryland, Washington County, to wit: Be it remembered that on this twenty second day of June eighteen hundred & thirty two before the subscriber, a Justice of the Peace of the said State in and for the County aforesaid, personally appeared James W. Westbay, party to the within indenture, and acknowledged the said Indenture to be his act and deed. Henry A. Leonard.

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Washington County Courthouse, Hagerstown, MD, Deed Book NN, p. 846, 3/14/1833.

At the request of Thomas R. Johnson, the following Bill of Sale was recorded March 14th 1833.

Know all men by these presents, that I B. Bean of Washington County in the State of Maryland, for and in consideration of the sum of three hundred dollars, current money, to me in hand paid by Thomas R. Johnson of Washington County, Maryland, at and before the sealing and delivery of these presents, the receipt whereof I the said B. Bean do hereby acknowledge, have granted, bargained and sold and by these presents do grant, bargain and sell unto the said T. R. Johnson, his executors, administrators and assigns, the following property, that is to say: one negro girl named Sophia about twenty two years of age, and now in my possession. To Have and To Hold, all and singular the said negro Sophia above bargained and sold, or mentioned and intended so to be to the said Thomas R. Johnson, his executors, administrators and assigns forever. And I the said B. Bean, for myself, my heirs, executors and administrators, all and singular, the said negro Sophia, the said T. W. Johnson his executors, administrators and assigns against me the said B. Bean my executors and administrators and against all and every other person or persons whatsoever, shall and will warrant and forever defend by these presents, of all and singular, which said negro woman I the said B. Bean have put the said Thomas R. Johnson in full possession by delivering to him, the said T. R. Johnson one pen knife at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold or mentioned and intended to be so, unto him the said Thomas R. Johnson as aforesaid. **In Testimony** whereof, I have hereunto set my hand and seal on the sixth day of March in the year of our Lord eighteen hundred and thirty three.

B. Bean {Seal}

Maryland, Washington County, to wit: On this 6th day of March 1833 appeared before the subscriber a Justice of the Peace for said County, Benjamin Bean and acknowledged the above to be his act and deed for the purposes mentioned therein.

H. A. Leonard

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Washington County Courthouse, Hagerstown, MD, Deed Book PP, p. 837, 4/27/1835.

At the request of Lloyd H. Barton, the following Bill of Sale was recorded April 27, 1835.

Know all men by these presents that I Philip McDonald of Washington County in the State of Maryland for and in consideration of the sum of Sixty dollars current money to me in hand paid by Lloyd H. Barton of Morgan County in the State of Virginia at and before the sealing and delivery of these presents, the receipt whereof I the said Philip McDonald do hereby acknowledge, have granted, bargained and sold and by these presents do grant, bargain and sell unto the said Lloyd Barton his executors, administrators and assigns all the goods, household stuff, implements and furniture particularly mentioned, excepted and contained that is to say: one cow, three feather beds & bedsteads, 6 chairs, 2 tables, 2 Dutch ovens, 1 tea kettle, 2 tubs, 2 buckets, 1 set ladles & skimmer, 1 set knives & forks, 1 set plates, 1 set spoons and singular which said goods and chattels are now remaining, standing and being in a certain messuage or tenement situate in Hancock and now in the occupation of the said Philip McDonald. To Have and To Hold all and singular the said goods, household stuff and furniture and other the premises above bargained and sold or mentioned and intended so to be to the said Lloyd H. Barton his executors, administrators and assigns forever, and, I Philip McDonald for myself, my heirs, executors and administrators all and singular the said goods, household stuff and furniture and other the premises unto the said Lloyd H. Barton, his executors, administrators and assigns against me the said Philip McDonald my executors and administrators and against all and every other person or persons whatsoever shall and will warrant and forever defend by these presents of all and singular which said goods, household stuff and furniture and other the premises I the said Philip McDonald have put the said Lloyd H. Barton in full possession by delivering to him the said Lloyd H. Barton one bucket at the sealing and delivery of these presents in the name of the whole premises hereby granted, bargained and sold or mentioned and intended to be so unto him the said Lloyd H. Barton as aforesaid. **In Witness** whereof, I have hereunto set my name and affixed my seal this 25th day of April 1835.

Witnesses present:

J. Snively, A. C. Blackman

Philip McDonald {Seal}

Maryland, Washington County, to wit: Be it remembered that on this 25th day of April 1835, appeared Philip McDonald before the subscriber a Justice in and for said State and County, and acknowledged the within indenture to be his act and deed for the purposes therein expressed.

H. A. Leonard

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book RR, p. 236, 10/1/1835.

At the request of The Chesapeake and Ohio Canal Company, the following Deed was recorded October 1st 1835.

This Indenture, made this twenty eighth day of September in the year of our Lord one thousand, eight hundred and thirty five, between Jacob Snively and Harriet, his wife, and James Coudy and Mahala, his wife, of Washington County, State of Maryland, of the one part and the Chesapeake and Ohio Canal Company of the other part. **Whereas** the said Canal is intended to pass through the lands of the said Snively and Coudy who have contracted and agreed to sell and convey to the said Company such portion and quantity thereof as may be covered, used or occupied by the said Canal or the necessary works thereof in perpetuity for which purpose the said Snively and Coudy are willing to execute these presents. Now Therefore this Indenture **Witnesseth** that the said Jacob Snively and wife and James Coudy and wife for and in consideration of the premises and also in consideration of the sum of twenty dollars to them in hand paid by the President and Directors of the said Company at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed and confirmed and by these presents do grant, bargain, sell, alien, enfeoff and confirm unto the said Chesapeake and Ohio Canal Company and their successors in perpetuity. All that part or portion of a Lot of ground in the Town of Hancock the property of said Snively and Coudy: **Beginning** at a stone planted on the Easterly line of said lot (being the line between said Lot and that of Ann Ganoe) and at the distance of two hundred and eighty two feet from the main street of said Town, and running thence across the said Lot to a stone planted on the western boundary line thereof, (being the line between said Lot and the one owned by or in possession of James H. Bowles, Esq.) and at the distance of two hundred and ninety four feet from the Main Street aforesaid, the part of said Lot hereby conveyed and intended to be conveyed being all that part of the same lying south of the line running across the said Lot as above described together with all and singular the rights, privileges and appurtenances unto the same belonging or in any wise appertaining. To Have and To Hold the said lands and premises above described with every the appurtenances unto the said Chesapeake and Ohio Canal Company and their successors in perpetuity to the only proper use, benefit and behoof of the said Chesapeake and Ohio Canal Company and their successors in perpetuity and to and for no other use, interest or purpose whatsoever. **In Witness** whereof the said have hereunto set their hands and affixed their seals the day and year first therein before written.

Signed, Sealed and delivered
in the presence of
Benjamin Pendleton
James Hunter

J. Snively {Seal}
Harriet Snively {Seal}
James Coudy {Seal}
Mahala Coudy {Seal}

State of Maryland, Washington County, to wit: On this twenty eighth day of September 1835 before us the subscribers, two Justices of the Peace of the State of Maryland in and for Washington County, personally appeared Jacob Snively and Harriet Snively, his wife, & James Coudy and Mahala Coudy, his wife, whom the subscribers are satisfied of their own knowledge are the persons who are named and described as and professing to be the grantors in the above indenture or conveyance and acknowledge the same to be their act and deed for the purposes therein mentioned. And the said Harriet Snively, wife of the said Jacob Snively, and Mahala Coudy, wife of the said James Coudy, did sign, seal and execute the said instrument of writing in our presence and out of the presence and hearing of their said husbands. And the said Harriet and Mahala being by us privately examined apart from and out of the presence and

Jacob Snively & Benjamin Bean Family History

hearing of their said husbands whether they doth make their acknowledgement of the same willingly and freely without being induced thereto by fears or threats of ill usage by their said husbands or fear of their displeasure acknowledges that they do make said acknowledgement thereof willingly and freely and without being induced thereto by fear or threats of or ill usage by their said husbands or fear of their displeasure. Acknowledged before and certified by: Benj. Pendleton

James Hunter

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book RR, p. 250, 10/9/1835.

At the request of Jacob Snively, the following Mortgage was recorded October 9th 1835.

This Indenture, made this sixth day of October 1835, between Henry A. Leonard of Washington County and State of Maryland of the one part, and Jacob Snively and James Coudy all of the county and state aforesaid of the other part. **Whereas**, the said Henry A. Leonard stands indebted unto Jacob Snively in the sum of two hundred and sixty four 15/100 dollars and to Jacob Snively and James Coudy the sum of two hundred and thirty two 42/100 dollars. Now this Indenture **Witnesseth** that the said Henry A. Leonard in consideration of the said debts or sums of money aforesaid owing to the said Jacob Snively and Jacob Snively and James Coudy as aforesaid and for the better securing the payment thereof with legal interest thereon to the said Jacob Snively and Jacob Snively and James Coudy, their executors or assigns and also in consideration of the further sum of one dollar in hand paid to the said Henry A. Leonard by said Jacob Snively and Jacob Snively and James Coudy at and before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged by the said Henry A. Leonard, hath bargained, granted and sold, released and confirmed and by these presents doth grant, bargain and sell, release and confirm unto the said Jacob Snively and James Coudy, their heirs and assigns, one mulatto Girl named Cassa aged about fifteen years. To Have and To Hold the said Mulatto girl as aforesaid to the said Jacob Snively and Jacob Snively and James Coudy, their heirs and assigns forever to their own use and behoof, provided always and it is the true intent and meaning of these presents and of the parties herein named that if the said Henry A. Leonard, his heirs, executors or administrators, do and shall well and truly pay or cause to be paid unto the said Jacob Snively and Jacob Snively and James Coudy the full sum of four hundred and ninety six 57/100 dollars current money with legal interest for the same on or before the first day of April in the year of our Lord one thousand, eight hundred and thirty six, without any deduction or abatement, then and from thenceforth these presents and every matter and thing therein contained shall cease and be utterly void and anything therein to the contrary thereof in any wise notwithstanding provided always until default shall be made in the said sum of four hundred and ninety six 57/100 dollars and the interest on any part thereof it shall and may be lawful for the said Henry A. Leonard, his heirs, executors and administrators, to hold and enjoy the above described mulatto girl and to enjoy the same her issues and profits and to take to his own use without any lawful let or hindrance suit or disturbance, claim or demand whatsoever of or from the said Jacob Snively and Jacob Snively and James Coudy, their heirs or assigns, or any person or persons lawfully _____ or to claim under them or to claim from under them or any of them. In Testimony whereof, the said Henry A. Leonard has hereunto set his hand and seal on the day and year first above written.

Witness present
Horace Resley

H. A. Leonard {Seal}

State of Maryland, Washington County, to wit: Be it remembered that on this seventh day of October 1835, before the subscriber one of the Justices of the Peace of the said State in and for the County aforesaid personally appeared Henry A. Leonard, party to the within Indenture and acknowledged the said indenture to be his act and deed.

James Hunter J.P.

Jacob Snively & Benjamin Bean Family History

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

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

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

Signed, sealed
and delivered
in the presence of
H. A. Leonard
James Hunter

J. Snively {Seal}
Harriet Snively {Seal}
Arthur Blackwell {Seal}
Margaret L. Blackwell {Seal}

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

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

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Washington County Courthouse, Hagerstown, MD, Deed Book RR, p. 557, 3/1/1836.

At the request of Samuel I. Gregory, the following Agreement was recorded March 1st 1836.

Articles of Agreement made and entered into this sixteenth day of March in the year of our Lord, eighteen hundred and twenty five between Joseph Brosius of Hancock Town, Washington County and State of Maryland of the one part and Samuel I. Gregory of the County and State aforesaid of the other part. **Witnesseth**, that the said Joseph Brosius for and in consideration of the sum of one hundred and thirty dollars to him in hand paid by the said Samuel I. Gregory, the receipt whereof he doth hereby acknowledge, he the said Joseph Brosius hath covenanted and agreed to sell unto the said Samuel I. Gregory all the right, title, interest and claim of him the said Joseph in and to the estate of his brother, Jacob Brosius, deceased, both real and personal except one negro boy now in possession of the said Joseph, the reset and residue of the said estate, real and personal, is now in the possession of the widow of said Jacob Brosius and at her death the said Joseph doth hereby agree and bind himself to make over and convey by deed to the said Samuel I. Gregory all his right and title in and to the real estate of the said Jacob Brosius, deceased, and it is further understood and agreed by and between the aforesaid parties that at the end and expiration of three years from the date hereof should the said Samuel I. Gregory be desirous and willing to cancel this agreement and release his claim to said estate under this agreement then the said Joseph Brosius doth hereby agree and bind himself to pay to the said Samuel I. Gregory the sum of one hundred and seventy three dollars and forty cents current money and lastly for the faithful performance of the within agreement the parties bind themselves each to the other in the penal sum of five hundred dollars.

In Testimony whereof, they have hereunto set their hands and seals the day and year first within written.

Signed and sealed in
presence
John Cutshall

Joseph Brosius {Seal}
Emily Brosius {Seal}
S. I. Gregory {Seal}

The foregoing agreement I assign all my right, title, interest and claim for value received to John Brosius.
Witness my hand this 8th April, 1826.

Witness J. Snively

S. I. Gregory {Seal}

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book RR, p. 560, 3/1/1836.

At the request of John Brosius, the following Agreement was recorded March 1st 1836.

Articles of Agreement made and entered into this twenty seventh day of April A.D. eighteen hundred and twenty six, Between Jacob Brosius of Washington County and State of Maryland of the one part and John Brosius of Hancock Town, county and State aforesaid of the other part. **Witnesseth** that the said Jacob Brosius for and in consideration of the sum of one hundred and thirty dollars to him in hand paid by the said John Brosius, the receipt whereof he doth hereby acknowledge that the said Jacob Brosius hath covenanted and agreed to sell unto the said John Brosius all the right, title, interest and claim of him the said Jacob in and to the estate of his father, Jacob Brosius, deceased, both real and personal now in the possession of the widow of Jacob Brosius and at her death the said Jacob doth hereby agree & bind himself to make over and convey be deed to the said John Brosius all his right and title in and to the real estate of the said Jacob Brosius, deceased, and lastly for the faithful performance of the above agreement the parties bind themselves each to the other in the penal sum of five hundred dollars. **In Testimony** whereof, they have hereunto affixed their hands & seals the day & year above written.

Signed and sealed in presence of

Jacob Brosius {Seal}

Witness Walter Blackwell

John Brosius {Seal}

Washington County Courthouse, Hagerstown, MD, Deed Book RR, p. 565, 3/2/1836.

At the request of Jacob Snively, the following Deed was recorded March 2nd 1836.

This Indenture, made this twenty fifth day of February in the year of our Lord one thousand, eight hundred and thirty six, between John Brosius of Washington County and State of Maryland of the one part and Jacob Snively of the County and State aforesaid of the other part. **Witnesseth**, that the said John Brosius for and in consideration of the sum of nine hundred dollars current money to him in hand paid by him the said Jacob Snively before the sealing and delivery of these presents, the receipt whereof the said John Brosius doth hereby acknowledge and himself to be therewith fully satisfied, contented and paid the said John Brosius hath bargained and sold, aliened and enfeoffed and by these presents doth give, grant, bargain and sell, alien, enfeoff, release, convey and confirm unto the said Jacob Snively, his heirs and assigns, all that tract or parcel of land being three eighths of two half acre Lots situated in the Town of Hancock, Washington County, Maryland, the property of the late Jacob Brosius, deceased, the same the said John Brosius purchased from say one eighth from Jacob Brosius reference being had to a title Bond bearing date the 27th day of April 1826, and one eighth from Doctor Samuel L. Gregory reference being had to a title Bond from Joseph Brosius to Samuel L. Gregory and by said Samuel Gregory transferred to the said John Brosius bearing the date of the 17th March 1825 and the transfer bearing date the 8th April 1826 and one eighth being a reversionary interest of the said John Brosius in the aforesaid two half acre Lots of ground, together with all and singular the buildings, improvements, ways, waters, water courses, rights, members privileges, advantages and appurtenances thereto belonging or in any wise appertaining and the estate right, title, interest, trust property claim and demand whatsoever at law and in equity of him the said John Brosius of, in and to the same. To Have and To Hold the said herein described premises with the appurtenances thereunto belonging or in any wise appertaining unto the said Jacob Snively, his heirs and assigns, forever and to and for no other use, intent or purpose whatsoever and the said John Brosius for himself, his heirs, executors and administrators doth hereby covenant, grant, promise and agree to and with the said Jacob Snively, his heirs, executors, administrators or assigns that he the said John Brosius and his heirs, the said tract or parcel of land and premises hereby granted, bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging to him the said Jacob Snively, his heirs and assigns against him the said John Brosius 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 Testimony whereof, the said John Brosius hath hereunto subscribed his name and affixed his seal the day and year first hereinbefore written.

Signed, sealed and delivered
in presence of H. A. Leonard, Benj. Pendleton

John Brosius {Seal}

State of Maryland, Washington County, to wit: Be it remembered that on this the 25th day of February 1836 before the subscribers, two of the Justices of the Peace in and for said State and County personally appeared John Brosius who is personally known to us as the party grantors of the above indenture and acknowledged the same to be his act and deed, also at the same time and place before us personally appeared Magdalena Brosius, wife of the above named John Brosius, party to the above deed and acknowledged the same and that she relinquished and released all her right and claim of dower in and to the above described two lots of ground described in said deed and thereby granted, bargained and sold to the said Jacob Snively therein mentioned. And the said Magdalena Brosius being at the same time by us privately examined apart from and out of the hearing of her husband did declare that she made her

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acknowledgement of the same freely and willingly and without being induced thereto by fear or threats of
or ill usage by her husband or fear of his displeasure. H. A. Leonard Benj.
Pendleton

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book RR, p. 614, 3/17/1836.

At the request of Jacob Snively, the following Bill of Sale was recorded March 17th 1836.

Know all men by these presents that I James H. Barker of Washington County in the State of Maryland for and in consideration of the sum of sixty eight dollars and eighty one cents to me in hand paid by Jacob Snively of Washington County and State aforesaid the sum of twenty five dollars and one cent to me in hand paid by Johnathan Rowland of the County and State aforesaid, at and before the sealing and delivery of these presents, the receipt whereof I the said James H. Barker do hereby acknowledge have granted, bargained and sold and by these presents do grant, bargain and sell unto the said Jacob Snively and Jonathan Rowland their executors, administrators and assigns all the goods, household stuff, implements and furniture particularly mentioned, expressed and contained in the schedule hereunto annexed all and singular which said goods and chattel are now remaining, standing and being in a certain messuage or tenement situate in Hancock, Washington County and State aforesaid and now in the occupation of the said James H. Barker. To Have and To Hold all and singular the goods, household stuff and furniture and other the premises above bargained and sold or mentioned and intended so to be to the said Jacob Snively and Jonathan Rowland, their executors, administrators and assigns, forever. And the said James H. Barker for myself, my heirs, executors and administrators, all and singular, the said goods, household stuff and furniture and other the premises unto the said Jacob Snively and Jonathan Rowland, their executors, administrators and assigns against me the said James H. Barker, my executors and administrators and against all and every other person or persons whatsoever, shall and will warrant and forever defend by these presents of all and singular which said goods, household stuff, implements, furniture and other the premises I the said James H. Barker have put the said Jacob Snively and Jonathan Rowland in full possession by delivering to them the said Jacob Snively and Jonathan Rowland one Jack Plane at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold or mentioned and intended to be so unto them the said Jacob Snively and Jonathan Rowland as aforesaid. **In Witness** whereof I have set my hand and affixed my seal this seventh day of March in the year eighteen hundred and thirty six.

Witness present Horace Resley
A. C. Blackman

James H. Barker {Seal}

Schedule: One cherry bureau, one pine table, two washstands, 3 work benches, 3 hand saws, 2 sash saws, 9 work planes, 1 grindstone, 1 turning lathe and wheel, 12 turning chisels, 1 hand axe, 1 wood axe, 3 screw drivers, 2 sets of turner chisels, 2 mortising chisels, 6 hand screws, 2 cramps, 4 smoothing irons, 1 chest of small tools, 2 brace and bits, 1 drawing knife, 1 lot of polishing tools, 2 iron blade squares, 2 wood squares, 1 auger, 1 lot prime Walnut plank containing 800 feet, 450 feet popular scantling, 700 feet of various kinds of plank, 1 oil stone, 3 bench rules, 1 set varnishing tools. 1 glue kettle, 4 gouges, 1 hand brush, 2 pair compresses, 2 gages.

State of Maryland, Washington County, to wit: On this 8th day of March 1836 before me the subscriber a Justice of the Peace in and for said County and State personally appeared James H. Barker party to the aforesaid indenture and acknowledged the same to be his act and deed.

H. A. Leonard

Washington County Courthouse, Hagerstown, MD, Deed Book SS, p. 410, 11/21/1836.

At the request of Ann Ganoe, the following Deed was recorded Nov. 21st 1836.

Jacob Snively & Benjamin Bean Family History

This Indenture made this the 18th day of October in the year one thousand, eight hundred and thirty six between Jacob Snively and Harriet Snively and James Coudy and Mahala Coudy of the one part [and] Ann Ganoe of the other part all of Washington County, State of Maryland. **Witnesseth**, that the said Jacob Snively and Harriet, his wife, and James Coudy and Mahala, his wife, for and in consideration of the sum of five hundred dollars to them in hand paid by the said Ann Ganoe before the sealing and delivery of these presents, the receipt whereof the said Jacob Snively and Harriet, his wife, and James Coudy and Mahala, his wife, hereby acknowledge and from [some text must be missing] every part and parcel thereof doth hereby acquit and discharge the said Ann Ganoe they the said Jacob Snively and Harriet, his wife, and James Coudy and Mahala, his wife, hath granted, bargained, sold and confirmed and by these presents doth grant, bargain, sell and confirm unto the said Ann Ganoe, her heirs and assigns. One house and half lot of ground situate in Hancock Town and known as part of Lot No. 3 adjoining on the East a lot now in the possession of Henry McKinley and on the West by a lot now in the possession of Patrick Hopkins fronting thirty three feet on the main street and running back to the Chesapeake and Ohio Canal, the said lot or parcel of [missing text again] now occupied by the aforesaid Ann Ganoe, together with all and singular the privileges and appurtenances thereunto belonging or in any wise appertaining. To Have and To Hold the said premises so as aforesaid described with its appurtenances unto the said Ann Ganoe, her heirs and assigns, forever, and the said Jacob Snively and Harriet, his wife, and James Coudy and Mahala, his wife, for themselves, their heirs, executors and administrators doth covenant, grant, promise and agree to and with the said Ann Ganoe, her heirs, executors, administrators or assigns, that she the said Ann Ganoe and her heirs, the said house and part of a lot of ground, hereby granted and sold to her the said Ann Ganoe her heirs and assigns against them the said Jacob & Harriet Snively and James and Mahala Coudy and their heirs and against all and every other person or persons, whatsoever, shall and will warrant and defend by these presents. In Witness whereof the said Jacob & Harriet and James * Mahala have hereunto subscribed their names and affixed their seals.

Witness H. A. Leonard

J. Snively {Seal}

Harriet Snively {Seal}

Benj. Pendleton

Jas. Coudy {Seal}

Mahala Coudy {Seal}

Maryland, Washington County, to wit: Be it remembered that on this 18th day of October 1836 before the subscribers two of the Justices of the Peace for the said State and County aforesaid, personally appeared Jacob Snively, Harriet Snively, his wife, James Coudy and Mahala Coudy, his wife, who are the party grantors of the within deed and who are satisfactorily known to us of our own knowledge to be the same persons who are named and described as and who profess to be the true grantors of said deed and acknowledged the within deed to be their act and deed for the purposes therein mentioned and the house and lot of ground therein described to be the right and estate of the within named Ann Ganoe her heirs and assigns forever. And the above named Harriet Snively and Mahala Coudy being by us privately examined apart from and out of the hearing of their husbands acknowledged that they signed and acknowledged said deed or instrument of writing without fear or threats of or ill usage by their husbands, and that they signed the same willingly and freely of their own accord and that they relinquished all their right, title and claim of and to the same forever according to the true intent and meaning thereof.

Taken and acknowledged before H. A. Leonard & Benj. Pendleton

Washington County Courthouse, Hagerstown, MD, Deed Book SS, p. 668, 3/27/1837.

At the request of Jacob Snively and Robert Mason, the following Mortgage was recorded March 27th 1837.

Jacob Snively & Benjamin Bean Family History

This Indenture made this twentieth day of February 1837 between Joseph Graves and Walter Blackwell of Hancock, Maryland of the first part and Jacob Snively and Robert Mason of the same State of the second part. **Whereas** Joseph Graves, Walter Blackwell, Jacob Snively and Robert Mason by their joint obligation duly executed bearing date on the first day of April in the year of our Lord one thousand, eight hundred and thirty six stand indebted and bound unto Joseph Boyd his heirs and assigns in the sum of nineteen hundred dollars current money, which said obligations are payable on the first day of April 1837, 1838, 1839 and 1840, with interest on the same from the first day of April 1836. Now the aforesaid Joseph Graves and Walter Blackwell for the intent and purpose of saving the said Jacob Snively and Robert Mason from loss of their security in the above described obligations or notes and to secure them in case the said Joseph Graves and Walter Blackwell shall fail to pay the said obligation or notes when the same shall become due and payable, the said Joseph Graves and Walter Blackwell have agreed to execute these presents by way of Mortgage for their security. Now this indenture **Witnesseth** that the said Joseph Graves, Walter Blackwell in consideration of the said debt of nineteen hundred dollars owing to the aforesaid Joseph Boyd and also in consideration of the further sum of five dollars current money to them the said Joseph Graves & Walter Blackwell to them paid by the said Jacob Snively & Robert Mason at and before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge the said Joseph Graves & Walter [Blackwell] hath granted, bargained and sold, released and confirmed and by these presents doth grant, bargain, sell, release and confirm unto the said Jacob Snively and Robert Mason their heirs and assigns all that certain Lot situate in the Town of Hancock, Washington County, Maryland known as Lots No. __, now in the occupancy of said Graves and Blackwell as a tavern fronting on the turnpike eighty feet and running back to the Chesapeake and Ohio Canal and adjoining the property of the heirs of David Stephens, deceased, on the west. To Have and To Hold the said house and lots of ground and every part and parcel thereof with the appurtenances thereunto belonging to the said Jacob Snively and Robert Mason their heirs and assigns forever, to their own use, behoof and benefit. Provided always and it is the true intent and meaning of these presents and of the said parties thereunto that if the said Joseph Graves and Walter Blackwell their heirs, executors and administrators do and shall well and truly pay or cause to be paid unto Joseph Boyd his heirs and assigns the aforesaid sum of nineteen hundred dollars current money with interest due thereon on or before the first day of April in the year 1841 without any deduction or abatement whatsoever then and from thenceforth these presents and every matter and thing therein contained shall cease and be utterly void and null, anything therein contained to the contrary in any wise notwithstanding. Provided always that until default shall be made in the payment of the said sum of nineteen hundred dollars current money and interest on some part thereof, it shall and may be lawful to and for the said Graves and Blackwell their heirs or assigns to hold and enjoy the said house and lot of ground and premises hereby granted and released or intended and meant to be so with their and any of their appurtenances and the rents, issues, profits and produce thereof to take and receive to their own use without any lawful let or hindrance, suit, interruption, disturbance, claim or claimant whatsoever of or from only the said Jacob Snively & Robert Mason their heirs or assigns or any person or persons lawfully claiming or to claim by, from or under him, them or any of them. In testimony whereof, they have set their hands & seals the day and year above written.

Signed, sealed and delivered in presence
of H. A. Samuel, Benj. Pendleton

Joseph Graves {Seal}
Walter Blackwell {Seal}

State of Maryland, Washington County, to wit: Be it remembered that on this the 20th day of February 1837 appeared Joseph Graves & Walter Blackwell before the subscribers two Justices of the Peace for said County and acknowledged the same to be their act and deed for the purpose therein mentioned according to the Act of Assembly in such case made and provided.

Jacob Snively & Benjamin Bean Family History

Taken and acknowledged before: H. A. Samuel, Benj. Pendleton

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book SS, p. 878, 6/5/1837.

At the request of George W. Higgins, the following Deed was recorded June 5, 1837.

This Indenture, made this eighth day of May in the year of our Lord, one thousand, eight hundred and thirty seven, between Benjamin Bean, Sophia Bean, Mary Bean, Hopewell Bean, David Neel & Eleanor Neel, his wife, Lloyd H. Barton and Frances Barton, his wife, all of Washington County & State of Maryland of the first part, and George W. Higgins of the same State and County of the other part.

Witnesseth, that for and in consideration of the sum of one thousand dollars current money by the said George W. Higgins, to the said Benjamin Bean, Sophia Bean, Mary Bean, Hopewell Bean, David Neel & Eleanor, his wife, Lloyd H. Barton and Frances, his wife, in hand paid at and before the sealing and delivery of these presents, the receipt of which they do hereby acknowledge and themselves to be therewith fully satisfied, contented and paid. The said Benjamin, Sophia, Mary, Hopewell, David & Eleanor, Lloyd H. & Frances, of the first part hath granted, bargained and sold, aliened and enfeoffed, and by these presents doth give, grant, bargain and sell, alien and enfeoff, release and convey, and confirm unto the said George W. Higgins and his heirs and assigns forever, all that certain House & Lot now occupied by said Higgins, situate in Brent's Addition to the Town of Hancock, and known as Lot No. 21, on plat of said addition, lying on the North side of the Turnpike Road and fronting on said road sixty six feet and running back three hundred and thirty feet, containing half an acre of ground, together with all and singular the buildings, improvements, ways, waters, water courses, rights, members, privileges, advantages and appurtenances thereto belonging or in any wise appertaining, and all the estate, right, title, interest, trust, property, claim or demand whatsoever at law and in equity of the forenamed parties of the first part of, in and to the same. To Have and To Hold the above described House & Lot of ground with the appurtenances thereunto belonging or in any wise appertaining, unto him the said George W. Higgins his heirs and assigns forever, to the only proper use and behoof of the said George W. Higgins his heirs and assigns forever. And also that they the parties of the first part, their heirs and assigns, the House & Lot of Ground above described and herein mentioned or intended, to be granted, bargained and sold, with the appurtenances unto the said George W. Higgins his heirs and assigns, shall & will warrant and forever defend, by these presents, against the claims whomsoever claiming or to claim. In testimony whereof, the said Benjamin Bean, Sophia Bean, Mary Bean, Hopewell Bean, David Neel & Eleanor Neel, his wife, Lloyd H. Barton and Frances Barton, his wife, have set their hands and seals the day and year first above written.

Signed, sealed & delivered in the presence of

J. H. Bowles

H. A. Leonard

Eleanor Neel {Seal}

B. Bean {Seal}

Hopewell Bean {Seal}

David Neel {Seal}

Lloyd H. Barton {Seal}

Frances Barton {Seal}

Mary Bean {Seal}

Sophia Bean {Seal}

State of Maryland, Washington County, to wit: Be it remembered that on this 8th day of May 1837, before the subscribers, two Justices of the Peace for said State and County, personally appeared Benjamin Bean, Sophia Bean, Mary Bean, Hopewell Bean, David Neel, Eleanor, Lloyd H. Barton & Frances Barton, who are satisfactorily known to us of our own knowledge, to be the true grantors of this indenture, and who were in possession of the premises herein described, at the granting of these premises and

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acknowledges this indenture to be their act and deed. And at the same time and place appears Eleanor Neel, wife of David Neel, & Frances Barton, wife of Lloyd H. Barton, and acknowledged that they did sign the above deed willingly and freely and that they relinquished all their right and claim to the above described property, and all right of dower in and to the same, and the said Eleanor & Frances being by us privately examined, apart and out of the hearing of their said husbands, did declare that they did the same willingly and freely of their own accord and without being induced thereto by threats or from fear of ill usage from their said husbands.

J. H. Bowles

H. A. Leonard

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Washington County Courthouse, Hagerstown, MD, Deed Book TT, p. 95, 10/3/1837.

At the request of Jacob Snively & James Coudy, the following Deed was recorded October 3 1837.

This Indenture, made this fourteenth day of October in the year eighteen hundred and thirty six, between Alexander Neill, Jr., of Washington County in the State of Maryland, of the one part, and Jacob Snively & James Coudy of the same County and State of the other part. **Whereas** by a Decree from Washington County Court, as a Court of Equity, bearing date the eleventh day of January in the year eighteen hundred and thirty four, the above named Alexander Neill, Jr. was appointed a Trustee, and authorized and empowered to sell and dispose of the real estate of John McIlhenny & Joseph McIlhenny, late of Washington County, deceased, for the payment of their debts, that in pursuance of said Decree, the said Alexander Neill, Jr. did on the seventh day of February in the year eighteen hundred and thirty four, sell and dispose of to the above named Jacob Snively & James Coudy, Lot Number Four, and part of Lot Number Three, in Hancock, at and for the sum of eleven hundred and fifty dollars. And whereas the purchase money for said lot and part of lot and premises has been fully paid and satisfied, and the said Alexander Neill, Jr. is authorized by the said Decree to execute a conveyance for the same, and to comply with the terms of the said Decree, the said Alexander Neill, Jr. hath agreed to execute these presents. Now this Indenture **Witnesseth**, that the said Alexander Neill, Jr. in consideration of the above recited premises, and also of five dollars to him in hand paid by the said Jacob Snively & James Coudy, the receipt whereof is hereby acknowledged, and himself therewith to be paid, hath granted, bargained, sold and by these presents doth grant, bargain and sell unto the said Jacob Snively & James Coudy, their heirs and assigns forever, all that part of Lot Number Four, and the half of Lot Number Three adjacent thereto, in the Town of Hancock, Washington County, Maryland, containing ninety nine feet front, and running back to the Chesapeake & Ohio Canal. To Have and To Hold the said Lots or parts or parcels of Lots of land and premises, with every of the appurtenances unto the said Jacob Snively & James Coudy their heirs and assigns forever, to their only proper use and behoof and to and for no other use, intent or purpose whatsoever. In Witness whereof the said Alexander Neill, Jr. hath hereunto subscribed his name and affixed his seal the [day] and year first hereinbefore written.

Signed, sealed & delivered in presence of
J. Kausler, G. Herbert

Alex. Neill, Jr. {Seal}

State of Maryland, Washington County, SS: Be it remembered that on this fourteenth day of October in the year eighteen hundred and thirty six, personally appeared Alexander Neill, Jr. of the County & State aforesaid, who we of our own knowledge know and certify to be the very person named and described as, and professing to be the grantor in the foregoing deed, before us the subscribers two Justices of the Peace in and for the County and State aforesaid, and acknowledged the foregoing deed or instrument of writing to be his act and deed for the purposes therein mentioned, and the land and premises therein mentioned, and thereby bargained and sold, to be the right and estate of Jacob Snively & James Coudy, their heirs and assigns forever. Taken and certified before: J. Kausler, J. Herbert.

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Washington County Courthouse, Hagerstown, MD, Deed Book TT, p. 476, 6/8/1838.

At the request of George Snively & Wife, the following Deed was recorded June 8, 1838.

This Indenture, made this thirteenth day of April in the year of our Lord, one thousand, eight hundred and thirty eight, between George Gigous & Rebeca Gigous, of Washington County and State of Maryland, of the one part, and George Snively of the County and State aforesaid, of the other part. **Witnesseth**, that the said George Gigous & Rebeca Gigous for and in consideration of the sum of three hundred dollars, current money of the United States, to them the said George Gigous & Rebeca Gigous in hand paid by the said George Snively, at or before the sealing or delivery of these presents, the receipt whereof the said George Gigous & Rebeca Gigous do hereby acknowledge, and thereof do release, acquit and discharge the said George Snively his heirs, executors and administrators by these presents; they the said George Gigous & Rebeca Gigous have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said George Snively his heirs and assigns forever, part of a tract of land called "Russian Boatswain," lying and being in the County and State aforesaid. Beginning for said part to be hereby conveyed, at the end of the eighteenth line of the Resurvey on Contentment, and running thence as a division between the said George Snively and John Montabaugh, South fifty five degrees West thirty five and one quarter perches to the end of the forty first line of the Resurvey on Jericho Hill; then South thirteen degrees East thirty perches; North sixty degrees East forty one and one half perches to a stone; North sixty two degrees West seventeen perches to a stone; North twenty three and one half degrees East twenty one perches to the public road leading from Boonesborough to Booth's Mill; then with a straight line to the place of the beginning, containing six and one half acres and six perches of land more or less; and all the houses, buildings, orchards, ways, waters, water courses, profits, commodities, hereditaments and appurtenances whatsoever to the said premises hereby granted or in any part thereof belonging or in any wise appertaining. To Have and To Hold the said lands and premises hereby conveyed and all and singular other the premises hereby granted, and every part and parcel thereof, with their and every of their appurtenances unto the said George Snively his heirs and assigns forever. To the only proper use and behoof of him the said George Snively and of his heirs and assigns forever. And the said George Gigous & Rebeca Gigous for themselves and their heirs do covenant, grant, promise and agree to and with the said George Snively his heirs and assigns, that they the said George Gigous & Rebeca Gigous and their heirs, the said tract of land and premises with the appurtenances forever, to the said George Snively his heirs and assigns, against them the said George Gigous & Rebeca, his wife, and their heirs, and against all and every person or persons whatsoever, shall and will warrant and forever defend. And the said George Gigous & Rebeca Gigous for themselves and their heirs, do further covenant, grant, promise and agree to and with the said George Snively for their heirs and assigns, that they the said George Gigous & Rebeca, his wife, and their heirs, shall and will, at all times hereafter whenever required thereto by the said George Snively his heirs, at the proper cost and expense of the said George Snively his heirs or assigns, make, do, execute and acknowledge, all and every such further assurance or assurances, deed or deeds, conveyance or conveyances in the law as he the said George Snively his heirs and assigns or his or their counsel learned in the law may or shall advise, devise or require, for the more certain and effectual assuring, conveying and quieting the possession of the said George Snively his heirs and assigns, of, in and to the said tract of land and premises with the appurtenances forever. In Witness whereof, the said George Gigous & Rebeca Gigous have hereunto subscribed their names and affixed their seals the day and year first above written.

George Gigous {Seal}

her

Rebecca X Gigous {Seal}

Signed, sealed & delivered in presence of
John A. Shafer, William McAuly

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State of Maryland, Washington County, to wit: On this thirteenth day of April 1838, before us the subscribers, two Justices of the Peace of the State of Maryland, in and for Washington County, personally appeared George Gigous & Rebeca Gigous, his wife, whom the subscribers are satisfied of their own knowledge are the persons who are named and described as, and profess to be the grantors in the above indenture or instrument of writing, and acknowledge the same to be their act and deed for the purpose therein mentioned. And the said Rebecca Gigous, wife of the said George Gigous, did sign, seal and execute the said instrument of writing in our presence, and out of the presence and hearing of her said husband. And the said Rebecca Gigous being by us privately examined, apart from and out of the presence and hearing of her said husband, whether she doth make her acknowledgement of the same willingly and freely, without being induced thereto by fear or threats of or all usage by her husband or by fear of his displeasure, acknowledges that she doth make her said acknowledgement thereof willingly and freely and without being induced thereto be fear or threats of or ill usage by her said husband or by fear of his displeasure. Acknowledged before and certified by

John A. Shafer, William McAuly

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Washington County Courthouse, Hagerstown, MD, Deed Book TT, p. 567, 8/16/1838.

At the request of George Gigous, the following Deed was recorded August 16, 1838.

This Indenture, made this thirteenth day of April in the year of our Lord one thousand, eight hundred and thirty eight, between George Snively and Eliza Snively of Washington County and State of Maryland of the one part, and George Gigous of the County and State aforesaid of the other part. **Witnesseth**, that the said George Snively and Eliza Snively, for and in consideration of the sum of thirty dollars, current money of the United States, to them the said George Snively and Eliza Snively, in hand paid by the said George Gigous, at or before the sealing and delivery of these presents, the receipt whereof the said George Snively and Eliza Snively do hereby acknowledge, and thereof do release, acquit and discharge the said George Gigous his heirs, executors and administrators, by these presents, they the said George Snively and Eliza Snively have granted, bargained and sold and by these presents do grant, bargain and sell unto the said George Gigous his heirs and assigns forever, part of a tract of land called The Resurvey on Contentment, lying and being in the County and State aforesaid. Beginning for said part to be hereby conveyed at the end of forty one and one half perches in the sixth line of the said George Gigous' part of "Russian Boatswain," and running thence North sixty degrees East six and one half perches to a stone; South forty nine degrees East twenty three and three quarter perches to a stone; thence with a straight line to the place of beginning, containing one fourth acre and thirty six perches of land more or less; and all houses, buildings, orchards, ways, waters, water courses, profits, commodities, hereditaments and appurtenances whatsoever to the said premises hereby granted or in any part thereof belonging or in any wise appertaining. To Have and To Hold the said lands and premises hereby conveyed, and all and singular other the premises hereby granted, and every part and parcel thereof; with their and every of their appurtenances unto the said George Gigous his heirs and assigns forever. To the only proper use and behoof of him the said George Gigous and of his heirs and assigns forever. And the said George Snively and Eliza Snively for themselves and their heirs do covenant, grant, promise and agree to and with the said George Gigous his heirs and assigns, that they the said George Snively and Eliza Snively and their heirs, the said tract of land and premises hereby granted, bargained and sold, and every part and parcel thereof with their and every of their appurtenances unto the said George Gigous his heirs and assigns, against the said George Snively and Eliza Snively and their heirs, and against all and every person or persons whatsoever, shall and will warrant and forever defend. And the said George Snively and Eliza Snively for themselves and their heirs do further covenant, grant, promise and agree to and with the said George Gigous for their heirs and assigns, that they the said George Snively and Eliza Snively and their heirs, shall and will, at all times hereafter, whenever required thereto by the said George Gigous his heirs at the proper cost and expense of the said George Gigous his heirs and assigns, make, do, execute and acknowledge, all and every such further assurance or assurances, deed or deeds, conveyance or conveyances in the Law as he the said Gigous his heirs and assigns, or his or their counsel learned in the law may or shall advise, devise or require, for the more certain and effectual assuring, conveying and quieting the possession of the said George Gigous his heirs and assigns, of, in and to the said tract of land, and premises with the appurtenances forever. In Witness whereof, the said George Snively and Eliza Snively have hereunto subscribed their names and affixed their seals the day and year first above written.

Signed, sealed & delivered in the presence of
John A. Shafer, William McAuly

George Snively {Seal}
Eliza Snively {Seal}

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State of Maryland, Washington County, to wit: On this thirteenth day of April 1838, before us the subscribers, two Justices of the Peace of the State of Maryland, in and for Washington County, personally appeared George Snively and Eliza Snively, his wife, whom the subscribers are satisfied of their own knowledge are the persons who are named and described as, and profess to be the grantors in the above Indenture or conveyance, and acknowledge the same to be their act and deed for the purposes therein mentioned. and the said Eliza Snively, wife of the said George Snively, did sign, seal and execute the said instrument of writing in our presence and out of the presence and hearing of her said husband. And the said Eliza Snively being by us privately examined apart from and out of the presence and hearing of her said husband, whether she doth make her acknowledgement of the same willingly and freely and without being induced thereto by fear or threats of or ill usage by her said husband, or by fear of his displeasure, acknowledges that she doth make her said acknowledgement thereof willingly and freely, and without being induced thereto by fear or threat of or ill usage by her said husband, or by fear of his displeasure. Acknowledged before and certified by: John A. Shafer, William McAuly

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Washington County Courthouse, Hagerstown, MD, Deed Book TT, p. 737, 12/29/1838.

At the request of Jacob Snively, the following Bill of Sale was recorded December 29, 1838.

Know all men by these presents that I, John Troxell of Washington County in the State of Maryland, for and in consideration of the sum of seventy dollars, current money, to me in hand paid by Jacob Snively of the County and State aforesaid, at and before the sealing and delivery of these presents, the receipt whereof I the said John Troxell do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Jacob Snively his executors, administrators and assigns, all the goods, household stuff, implements, particularly mentioned, expressed and contained in this schedule, viz: one house and half acre of land in Bowles Addition to Hancock now occupied by the said John Troxell, one cow, two beds and bedsteads, 1 bureau, 1 cupboard, 1 table, 5 chairs, 1 desk, 1 tinplate stove and pipe, 1 kettle, 2 pots, 2 shoats & 1 rifle, all and singular said goods and chattels, lands and tenements in the above described tenement, and now occupied by the said John Troxell. To Have and To Hold all and singular the said house and lot and household goods and other the premises above bargained and sold, or mentioned and intended so to be, to the said Jacob Snively, his executors, administrators and assigns forever. And the said John Troxell for myself, my heirs, executors and administrators, all and singular the lands, tenements and household stuff and furniture and other the premises unto the said Jacob Snively his executors, administrators and assigns, against me the said John Troxell, my executors and administrators, and against all and every other person or persons whatsoever, shall and will warrant and forever defend by these presents, of all and singular which said land and tenements, household stuff and furniture and other the premises, I the said John Troxell have put the said Jacob Snively in full possession by delivering to him the said Jacob Snively one chair, at the dealing and delivery of these presents, in the name of the whole premises hereby bargained and sold or mentioned and intended to be so, unto him the said Jacob Snively as aforesaid. In witness whereof I have hereunto set my name and affixed my seal this 24th day of December 1838. John Troxell {Seal}

Maryland, Washington County, Sct: Be it remembered that on this 24th day of December 1838, before the subscriber a Justice of the Peace in and for said County, personally appeared John Troxell, who is the party to the within indenture and acknowledges the same to be his act and deed for the purposes therein mentioned. Taken and acknowledged before

Benj. Pendleton

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Washington County Courthouse, Hagerstown, MD, Deed Book TT, p. 902, 3/27/1839.

At the request of George Brent & Jacob Snively, the following Bill of Sale was recorded March 27, 1839.

Know all men by these presents, that I, Samuel Pool of Washington County in the State of Maryland, for and in consideration of the sum of thirty eight dollars and ninety three cents, current money, to me in hand paid by George Brent, Executor of T. C. Brent, deceased, and twenty nine dollars and ninety one cents current money, to me in hand paid by Jacob Snively, and the further sum of four dollars and fifty cents, to me in hand paid by Snively & Co., all of Hancock in said County and State, at and before the sealing and delivery of these presents, the receipt whereof I the said Samuel Pool do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said George Brent, Executor of T. C. Brent, deceased, and Jacob Snively, their executors, administrators and assigns, all the goods, household stuff, implements and furniture particularly mentioned, expressed and contained in the following list, to wit: two horses, two milch cows, one bar share plough, two shovel ploughs, two feather beds, one cupboard, six chairs, nine acres of wheat in the ground. All and singular which said goods and chattels with the addition of one spinning wheel and one looking glass, which are also hereby granted, bargained and sold to the said George Brent and Jacob Snively aforesaid, are now remaining, standing and being in a certain messuage or tenement situate in said County, and now in the occupancy of the said Samuel Pool. To Have and To Hold all and singular the said goods, household stuff and furniture and other the premises above bargained and sold, or mentioned and intended so to be to the said George Brent, Executor of T. C. Brent, deceased, and Jacob Snively, their executors, administrators and assigns forever. And I the said Samuel Pool for myself, my heirs, executors and administrators, all and singular the said goods, household stuff and furniture, and other the premises, unto the said George Brent and Jacob Snively, their executors, administrators and assigns, against me the said Samuel Pool, my executors and administrators, and against all and every person or persons whatsoever, shall and will warrant and forever defend, by these presents; of all and singular which said goods, household stuff and furniture, and other the premises, I the said Samuel Pool have put the said George Brent and Jacob Snively in full possession, at the sealing and delivery of these presents. In witness whereof I have hereunto affixed my hand and seal this sixteenth day of March 1839.

Signed, sealed and delivered
in presence of Benj. Pendleton

his
Samuel X Pool {Seal}
mark

State of Maryland, Washington County, to wit: Be it remembered that on this 16th day of March 1839, before me the subscriber one of the Justices of the Peace of the State of Maryland and County aforesaid, personally appeared Samuel Pool party to within or above Bill of Sale, and acknowledged the same to be his act and deed.

Benj. Pendleton

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Washington County Courthouse, Hagerstown, MD, Deed Book UU, p. 342, 6/8/1839.

At the request of Jacob Snively, the following Deed was recorded June 8, 1839.

This Indenture made this twentieth day of May in the year of our Lord one thousand, eight hundred and thirty nine, between George Brent, Executor of the last will and testament of Thomas C. Brent, late of Washington County and State of Maryland, deceased, of the one part, and Jacob Snively of the County and State aforesaid of the other part. **Whereas** the said Thomas C. Brent became in his lifetime lawfully seized in his demesne, as of fee (amongst other lands) of and in a certain piece, parcel or tract of land, situated in Washington County aforesaid, containing forty five acres, be the same more or less, and being so seized thereof, made his last will and testament in writing, bearing date the twenty second day of April, in the year one thousand, eight hundred and twenty seven, wherein and whereby amongst other things he empowered his executor thereafter named, to sell a certain portion of his real estate of which portion the piece, parcel or tract of land hereinafter mentioned, and the same which is hereinafter bargained & sold or meant, or intended so to be, is a part and of which said will be appointed the said George Brent, Executor, as in and by the said will, since his decease duly proved, and of record amongst the records of the Orphans' Court of Washington County aforesaid, to which reference is hereby had and made will more fully and at large appear. **Now this Indenture Witnesseth**, that the said George Brent, Executor as aforesaid, for and in consideration of the sum of eighty dollars to him in hand paid by the said Jacob Snively at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released and confirmed, and by these presents, by force and virtue of the said last will, do grant, bargain, sell, alien, release and confirm unto the said Jacob Snively, his heirs and assigns, a certain tract or parcel of land, lying and being in the Town of Hancock, and known as Lots number 27 & 28 in "Brent's Addition to Hancock," they being bounded as follows: on the North by a street, on the East by Alexander Kenner, on the South by the Turnpike Road, and on the West by an Alley to the aforesaid street, containing one acre, and all houses, buildings, orchards, ways, waters, water courses, profits, commodities, hereditaments and appurtenances, whatsoever to the said premises hereby granted or in any part thereof belonging or in any wise appertaining. To Have and To Hold the said lands and premises hereby conveyed and all and singular other the premises hereby granted, and every part and parcel thereof, with their and every of their appurtenances unto the said Jacob Snively his heirs and assigns forever. To the only proper use and behoof of him the said Jacob Snively and of his heirs and assigns forever. And the said George Brent, Executor aforesaid, for himself, his heirs, executors and administrators, doth covenant, grant, promise and agree to and with the said Jacob Snively his heirs or assigns by these presents, that he the said George Brent hath not done or committed any act, mater or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are or shall or may be impeached, charged or encumbered, in title, charge, estate or otherwise, howsoever. In Witness whereof, the said George Brent hath hereunto subscribed his name and affixed his seal the day and year first above written.

Signed, sealed & delivered in presence of
Arthur Blackwell, B. Bean

George Brent {Seal}

State of Maryland, Washington County, to wit: On this twentieth day of May 1839 before us the subscribers, two Justices of the Peace of the State of Maryland, in and for Washington County, personally appeared George Brent who the subscribers are satisfied of their own knowledge is the person who is named and described as and professes to be the grantor in the above indenture or conveyance, and

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acknowledges the same to be his act and deed for the purposes therein mentioned. Acknowledged before and certified by: Arthur Blackwell

B. Bean

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

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

This Indenture, made and entered this eleventh day of April in the year of our Lord, one thousand, eight hundred and forty, between John Hammon of Washington County in the State of Maryland, of the one part, and James H. Bowles, Arthur Blackwell, George Brent and Jacob Snively of the same County and State aforesaid, of the other part. **Witnesseth**, that for and in consideration of the sum of four hundred dollars, current money, by the said James H. Bowles, Arthur Blackwell, George Brent and Jacob Snively, to the said John Hammon, in hand paid at and before the sealing and delivery of these presents, the receipt of which he doth hereby acknowledge, the said John Hammon hath bargained and sold, aliened and enfeoffed, and by these presents doth give, grant, bargain and sell, alien, enfeoff, release, convey and confirm unto the said James H. Bowles, Arthur Blackwell, George Brent and Jacob Snively, their heirs and assigns, all the tracts or parcels of land called, the first tract, "The Grove," situated and lying in Washington County, State of Maryland, beginning at the end of the eighth line of the resurvey on "Shepherds Delight" [Sheppards Abode] and running thence North thirty one and a half degrees West one hundred thirteen and a half perches to the beginning of "Wood and Water;" South sixty four and a half degrees East forty seven perches to the end of the last line of the said land; and with it reversed North sixty degrees East one hundred perches; North twenty degrees East thirty one perches; then South fifty seven degrees East twenty five perches; South six degrees East twenty seven perches; South eighty eight and a half degrees West twenty perches; South thirty seven degrees West sixty one perches; thence by a straight line to the beginning, containing forty eight acres of land, more or less. Also, one other tract of land adjoining the first called "Rotterdam" containing fifteen and three quarter acres purchased by the said John Hammon from Francis T. Clements and Lewis Duvall as will show by deed of said Francis T. Clements and Lewis Duvall to the John Hammon bearing date the seventh day of November, one thousand, eight hundred and eleven, reference being had to said deed. Also one other tract of land surveyed for the said John Hammon by Sprigg on the tenth day of May eighteen hundred and thirteen in the following bounds: beginning for the outline of this resurvey at the end of the first tract of land called "Crows Thicket," and running thence North thirty two degrees East one hundred and thirty six perches to the end of the fourth line of a tract of land called "Long looked for," South forty nine and a half degrees East twenty nine perches; North seventy degrees East twenty eight perches; South sixty four degrees East twenty six perches; North thirty degrees East four perches; North sixty four degrees West eighty three perches to the end of the third line or "Snow Balls Valley;" South thirty degrees West seventy seven perches; North thirty nine degrees West thirty perches; South six degrees East fifteen perches to the fourth line of "Rotterdam;" West ten perches to the end of the third line of said land; South sixteen degrees West fifty perches; South seven degrees East sixteen perches; and then by a straight line to the place of beginning, and laid out for twenty six and three eighths acres. Also, one other tract of land surveyed for the said John Hammon on the twenty sixth day of April, one thousand, eight hundred and twenty by W. Boyd, known by the name of "Hammons Success," in the following bounds: beginning at the beginning of a tract of land called "The Grove," surveyed for John Hammon the third day of November seventeen hundred and ninety five and running thence with the given lines thereof reversed North thirty six degrees and one half a degree East eighty eight perches to the end of the sixth line of "Crows Thicket;" then South thirty one degrees and one half a degree East thirty one perches to the third line of "Deer park;" then with the lines of that land, South eighty two degrees West twenty perches to the end of said line; still with the lines thereof South ten degrees West twenty four perches; South thirty four degrees West sixty five perches; then North sixty four degrees and one half of a degree West fourteen perches to the end of the

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

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

John Hammon {Seal}

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

Benj. Pendleton

Benj. Bean

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Washington County Courthouse, Hagerstown, MD, Deed Book YY, p 376, 6/7/1841.

At the request of Snively & Resley, the following Bill of Sale was recorded June 7th, 1841.

Know all men by these presents that I, John Reiley of Washington County in the State of Maryland, for and in consideration of the sum of two hundred and seventy six dollars and five cents, current money, to me in hand paid by Snively & Resley of the County and State aforesaid, at and before the sealing and delivery of these presents the receipt whereof I the said John Reiley do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Snively & Resley, their executors, administrators and assigns all the goods, household stuff, implements, furniture, &c., hereinafter particularly mentioned. that is to say, 4 horses, 1 wagon, 4 sets gears, 5 carts, 1 set Blacksmith tools, 8 crowbars, 6 picks, 12 shovels, 3 cows, 8 hogs, 8 beds, bedsteads and bedding, 18 chairs, 2 bureaus, 3 tables, 8 bbls. liquor, 5 pots, 5 ovens, 20 empty barrels. All and singular which said goods, chattels, &c. are now remaining, standing and being in a certain messuage or tenement, situate in the County aforesaid, and now in the occupation of the said John Reiley. To Have and To Hold all and singular the said goods, household stuff, furniture, &c. and other the premises above bargained and sold or mentioned and intended so to be to the said Snively & Resley, their executors, administrators and assigns forever, and I the said John Reiley for myself, my heirs, executors and administrators all and singular the said goods, household stuff, furniture, &c., and other the premises unto the said Snively & Resley, their executors, administrators and assigns against me the said John Reiley, my executors, administrators and against all and every other person or persons whatsoever shall and will warrant and forever defend by these presents, of all and singular which said goods, household stuff, furniture, &c., and other the premises I the said John Reiley have put the said Snively & Resley in full possession by delivering to them the said Snively & Resley one chair at the sealing and delivering of the presents, in the name of the whole premises hereby bargained and sold or mentioned and intended to be so, unto them the said Snively & Resley as aforesaid. In Witness whereof I have subscribed my name and affixed my seal this 31st day of May, in the year 1841.

Witness:

Arthur Blackwell, A. C. Blackman

John Reiley {Seal}

State of Maryland, Washington County, to wit: Be it remembered and it is hereby certified, that on this thirty first day of May, in the year of our Lord, one thousand, eight hundred and forty one, before the subscriber, one of the Justices of the Peace, of the State of Maryland, in and for the County aforesaid, personally appeared John Reiley and doth acknowledge the within indenture or instrument of writing, to be his act and deed for the purposes therein mentioned. In Testimony whereof, I hereunto subscribe my name on the day and year aforesaid.

Arthur Blackwell

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Washington County Courthouse, Hagerstown, MD, Deed Book YY, p 377, 6/7/1841.

At the request of Snively & Co., the following Bill of Sale was recorded June 7th, 1841.

Know all men by these presents that I, John Reily, of Washington County in the State of Maryland, for and in consideration of the sum of ninety one dollars and seventy seven cents, current money to me in hand paid by Snively & Co., of the County and State aforesaid at and before the sealing and delivery of these presents, the receipt whereof I the said John Reily do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Snively & Co. their executors, administrators and assigns all the goods, household stuff, implements, furniture, &c., hereinafter particularly mentioned, that is to say: 4 horses, 1 wagon, 4 sets gears, 5 carts, 1 set Blacksmith tools, 8 crowbars, 6 picks, 12 shovels, 3 cows, 8 hogs, 8 beds, bedsteads and bedding, 18 chairs, 2 bureaus, 3 tables, 8 barrels liquor, 5 pots, 3 ovens, 20 empty barrels; all and singular which said goods, chattels, &c. are now remaining, standing and being in a certain messuage or tenement situate in the County aforesaid and now in the occupation of the said John Reily. To Have and To Hold all and singular the said goods, household stuff, furniture, &c. and other the premises above bargained and sold, or mentioned and intended so to be to the said Snively & Co., their executors, administrators and assigns forever. And I the said John Reily for myself, my heirs, executors and administrators, all and singles, the said goods, household stuff, furniture, &c., and other the premises unto the said Snively & Co., their executors, administrators and assigns, against me the said John Reily, my executors and administrators, and against all and every other person or persons whatsoever shall and will warrant and forever defend by these presents, of all and singular which said goods, household stuff, furniture, &c. and other the premises I the said John Reily have put the said Snively & Co. in full possession by delivering to the said Snively & Co. one chair at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold or mentioned and intended to be so unto them the said Snively & Co. as aforesaid. In Witness whereof, I have subscribed my name and affixed my seal this 31st day of May in the year 1841.

Witness: Arthur Blackwell, A. C. Blackman

John Reily {Seal}

State of Maryland, Washington County, to wit: Be it remembered and it is hereby certified, that on this thirty first day of May, in the year of our Lord one thousand, eight hundred and forty one, before the subscriber, one of the Justices of the Peace, of the State of Maryland, in and for the said County aforesaid, personally appeared John Reily and doth acknowledge the within Indenture or Instrument of writing to be his act and deed for the purposes therein mentioned. In Testimony whereof, I hereunto subscribe my name on the day and year aforesaid.

Arthur Blackwell

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Washington County Courthouse, Hagerstown, MD, Deed Book YY, p 500, 8/5/1841.

At the request of Snively & Resley, the following Bill of Sale was recorded August 5th, 1841.

Know all men by these presents that I, William Duke of Washington County and State of Maryland for and in consideration of two hundred dollars to me in hand paid by Snively & Resley of Washington County and State aforesaid at and before the sealing and delivery of these presents the receipt whereof I the said William Duke do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto Snively & Resley their executors, administrators and assigns, all the goods, household stuff, implements and furniture particularly mentioned, expressed and contained in the annexed schedule, all and singular which said goods and chattels are now remaining, standing and being in certain messuage or tenement situate in Washington County and State aforesaid, and now in the occupation of the said William Duke. To Have and To Hold all and singular the said goods, household stuff and furniture and other the premises above bargained and sold, or mentioned and intended so to be, to the said Snively & Resley, their executors, administrators and assigns forever. And I the said William Duke for myself, my heirs, executors and administrators all and singular the said goods, household stuff, implements, furniture and other the premises unto the said Snively & Resley, their executors, administrators and assigns against me the said William Duke my executors and administrators and against all and every other person or persons whatsoever, shall and will warrant and forever defend by these presents, of all and singular which said goods, household stuff, implements and furniture and other the premises I the said William Duke have put the said Snively & Resley in full possession by delivering to them the said Snively & Resley one chair at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold or mentioned and intended to be so unto them the said Snively & Resley as aforesaid. In Witness whereof I have set my hand and affixed my seal this 4th day of August in the year 1841.

Witness present

Jas. Coudy, Thomas Blackwell

William Duke {Seal}

Schedule: 2 beds and bedding, 1 clock, 1 stove & pipe, 2 tables and stands, 1 safe, 1 bureau, 1 cow, 6 pigs, 14 chairs and one set of Blacksmith tools, 2 ovens, 2 skillets, 1 large kettle, 1 copper kettle, 1 foreserving kettle, 3 pots.

State of Maryland, Washington County, to wit: Be it remembered that on this 4th day of August 1841, before me the subscriber, a Justice of the Peace for said County, personally appeared William Duke, party to the within indenture and acknowledged the same to be his act and deed.

Arthur Blackwell, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book YY, p 591, 9/18/1841.

At the request of Snively & Resley, the following Bill of Sale was recorded Sept. 18th, 1841.

Know all men by theses presents that I John Roberts of Washington County in the State of Maryland for and in consideration of the sum of two hundred and fifty dollars and eighty two cents current money to me in hand paid by Snively & Resley of Washington County in the said State, at and before the sealing and delivery of these presents, the receipt whereof I the said Roberts do hereby acknowledge, have granted, bargained and sold and by these presents, do grant, bargain and sell unto the said Snively & Resley, their executors, administrators and assigns all the goods, household stuff, implements and furniture particularly mentioned, expressed and contained in the schedule hereunto annexed, all and singular which said goods and chattels are now remaining, standing and being in a certain messuage or tenement situate in the County aforesaid and now occupied by the said John Roberts. To Have and To Hold all and singular the said goods, household stuff and furniture and other the premises above bargained and sold or mentioned and intended so to be to the said Snively & Resley, their executors, administrators and assigns forever, and I the said John Roberts for myself, my heirs, executors and administrators all and singular the said goods, household stuff and furniture and other the premises unto the said Snively & Resley their executors, administrators and assigns, against me the said John Roberts, my executors and administrators, and against all and every other person or persons whatsoever shall and will warrant and forever defend by these presents, of all and singular which said goods, household stuff and furniture and other the premises. I the said John Roberts have put the said Snively & Resley in full possession be delivering to them the said Snively & Resley one wooden bucket at the sealing and delivery of these presents, in the name of the whole premises hereby bargained and sold or mentioned and intended to be so unto them the said Snively & Resley as aforesaid. In Witness hereof, I have subscribed my name and affixed my seal this 16th day of September, 1841.

Signed, sealed and delivered,
in the presence of Arthur Blackwell

John Roberts {Seal}

Schedule: 1 wagon & 4 horses & harness, 1 cutting box, 8 bedsteads, 8 straw beds, 4 feather beds, 7 pair blankets, 8 quilts, 10 pair sheets, 20 yards carpeting, 1 mantel clock, 1 table, 1 desk, 10 chairs, 1 cow, 1 saddle & bridle, 1 copper kettle, 1 cooking stove, 200 lbs. casting, 1 cupboard, 3 tin buckets, 3 wood buckets, 4 dishes, 48 plates, 18 glass tumblers, 1 tea set, 4 sets knives & forks, 18 spoons, 3 pitchers, 2 coffee boilers, 2 coffee mills, 4 smoothing irons, 20 bags, 2 pr. andirons and shovel & tongs.

State of Maryland, Washington County, to wit: Be it remembered and it is hereby certified that on this 16th day of September, in the year of our Lord, one thousand, eight hundred and forty one, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared John Roberts he being known to me as the person who is named and described as the party to the foregoing deed or indenture, and doth acknowledge the said indenture or instrument of writing, to be his act and deed. In testimony whereof, I do hereby subscribe my name on the day and year aforesaid.

Arthur Blackwell

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Allegany County Courthouse, Cumberland, MD, Deed Book CC, p. 22, 11/30/1841.

At the request of Jacob Snively, the following Bill of Sale was recorded the 30th day of November 1841.

Know all men by these presents that I Leonard Cross of Allegany County and State of Maryland for and in consideration of the sum of two hundred and thirty dollars current money to me in hand paid by Jacob Snively of Washington County and State aforesaid at and before the sealing and delivery of these presents, the receipt whereof I the said Leonard Cross do hereby acknowledge, have granted, bargained and sold any by these presents do grant, bargain and sell unto the said Jacob Snively his executors, administrators and assigns all the goods, household stuff and implements and furniture hereinafter particularly mentioned, that is to say: two head of horses; two head of cattle; ten head hogs; two bar share ploughs; one harrow; two shovel ploughs; two mattocks; three broad hoes; two chopping axes; two sets of gears; two tons hay; a quantity of wheat & oat straw; twenty bushels wheat; ten bushels corn; twenty bushels oats; thirty bushels potatoes; one bureau; one stove; one corner cupboard & furniture; one tin plate stove & pipe; three pots; two ovens; two skilletts; shovel & tongs; two hay forks; two dung forks; two dung shovels; set double trees, single trees; tongue chains; strong chains and log chains; saddle & bridle; ten bushels buckwheat; scythe & cradle; three barrels flour; twenty bushels [illegible], ten acres wheat in the ground; one rifle gun, all and singular which said goods and chattels are now remaining, standing and in a certain messuage or tenement situate in Allegany County, Maryland in the occupation of the said Leonard Cross. To Have and To Hold all and singular the goods, household stuff and furniture and other the premises above bargained and sold or mentioned or intended so to be to the said Jacob Snively his executors, administrators or assigns forever and the said Leonard Cross for myself, my heirs and administrators all and singular the said goods, household stuff and furniture and other the premises unto the said Jacob Snively, his heirs, executors, administrators and assigns against me the said Leonard Cross my executors, administrators & against all and every other person or persons whatsoever shall and warrant and forever defend by these presents of all and singular which said goods, household stuff and furniture and other the premises I the said Leonard Cross have put the said Jacob Snively in full possession by delivering to him the said Jacob Snively one horse saddle and bridle at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold or mentioned or intended to be so unto him the said Jacob Snively as aforesaid. In Witness whereof I have hereunto set my hand and seal this nineteenth day of November one thousand, eight hundred and forty one.

Leonard Cross {Seal}

Be it remembered that on this 19th day of November 1841 personally appeared Leonard Cross before me the subscriber, one of the Justices of the Peace in and for Allegany County and State of Maryland and acknowledged the within and aforesaid Bill of Sale to be his act and deed for the purposes therein mentioned. Acknowledged before me: James Watson {Seal}

This Indenture, made this nineteenth day of November 1841, between Leonard Cross of Allegany County and State of Maryland of the one part and Jacob Snively of Washington County and State aforesaid of the other part. Whereas the said Leonard Cross by this note of hand under seal duly executed bearing date February third, one thousand, eight hundred and forty one, stands bound unto the Jacob Snively, his heirs, executors, administrators or assigns in the sum of three hundred dollars current money, with legal interest thereon from the said third day of February 1841, until paid as by the said Note of hand will more fully appear. Now this Indenture **Witnesseth** that the said Leonard Cross in consideration of the said debt or sum of three hundred dollars with interest as aforesaid owing to the said Jacob Snively as aforesaid for the

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better security, the payment thereof with interest to the said Jacob Snively, his heirs, executors, administrators or assigns and also in consideration of the further sum of two dollars current money to him the said Leonard Cross by the said Jacob Snively 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 Leonard Cross hath granted, bargained and sold, released and confirmed and by these presents doth grant, bargain and sell all his right, title, interest, claim and demand in and to the land belonging to the heirs of James Ashkettel, deceased, lying and being on the waters of Sidling Hill Creek, part in Washington County and part in Allegany County, State of Maryland, adjoining Nathan Trails heirs and Ann Cartneel and others, one hundred and eight miles from Baltimore on the national Road to Cumberland, his said interest to the said lands and parcels thereof with the appurtenances thereunto belonging to his and their own use and behoof provided always and it is the true intent and meaning of these presents and of the said parties that if the said Leonard Cross, his heirs, executors, administrators or assigns or either of them shall, will and truly pay or cause to be paid unto the said Jacob Snively, his executors, administrators or assigns the said sum of three hundred dollars current money with legal interest thereon for the same on or before the twentieth day of March one thousand, eight hundred and forty five without any deduction or abatement whatsoever, then and forever thenceforth these presents and every matter and thing therein contained shall cease and be utterly null and void, anything therein to the contrary thereof in any wise notwithstanding. In witness, I have hereunto set my hand and seal the day and year first above written. Leonard Cross {Seal}

And also that if default shall be made in payment of the said three hundred dollars current money with interest as aforesaid then and from thenceforth it shall and may be lawful to and for the said Jacob Snively, his heirs, executors, administrators or assigns to enter into and upon said land and premises hereby granted and released of intended so to be, with appurtenances and every part and parcel thereof and To have and To Hold and possess and enjoy the same and receive and take the rents, issues, profits, crops and produce thereof and of every part thereof to and for the use and benefit of the said Jacob Snively, his heirs and assigns, without any lawful let suit interference, disturbance, claim or demand whatsoever of, from or by the said Leonard Cross, his heirs or any other person or persons whatsoever. Leonard Cross {Seal}

Be it remembered that on the 19th day of November 1841 personally appeared Leonard Cross before me the subscriber, one of the Justices of the Peace in and for Allegany County and State of Maryland and acknowledged the within and aforesaid instrument of writing to be his act and deed for the purposes therein contained. Acknowledged before: James Watson

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Washington County Courthouse, Hagerstown, MD, Deed Book ZZ, p 447, 8/16/1842.

At the request of Snively & Resley, the following Bill of Sale was recorded Aug. 16th 1842.

Know all men by these presents that I, John Reily of Washington County in the State of Maryland, for and in consideration of the sum of one hundred and sixty five dollars current money to me in hand paid by Snively & Resley of the same County and State, at and before the sealing and delivery of these presents the receipt whereof I the said John Reily do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Snively & Resley, their executors, administrators and assigns, all the corn now growing and supposed to be about ten acres, also about two acres of potatoes growing in the ground, all and singular the said corn and potatoes, they now standing at or near Lock No. 53, on the Chesapeake and Ohio Canal. To Have and To Hold, all and singular the said corn and potatoes and other the premises above bargained and sold, or mentioned and intended so to be, to the said Snively & Resley, their executors, administrators and assigns forever, and I the said John Reily for myself, my heirs, executors and administrators, all and singular the said corn and potatoes and other the premises, unto the said Snively & Resley, their executors, administrators and assigns, against me the said John Reily my executors and administrators, and against all and every other person or persons whatsoever, shall and will warrant and forever defend by these presents, of all and singular which said corn and potatoes, and other the premises, I the said John Reily have put the said Snively & Resley in full possession by delivering to them the said Snively & Resley, one ear of corn at the sealing and delivery of these presents in the name of the whole premises hereby granted, bargained and sold or mentioned and intended to be so, unto them the said Snively & Resley as aforesaid. In Witness whereof I have set my hand and seal this 15th day of August 1842.

Witness present

A. C. Blackman, Asa Lewis

John Reily {Seal}

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified, that on this 15th day of August in the year of our Lord, eighteen hundred and forty two before the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared John Reily he being known to me to be the party to the foregoing indenture or instrument, and doth acknowledge the said indenture or instrument of writing to be his act and deed. In testimony whereof, I hereunto subscribe my name and affix my seal.

E. Taney {Seal}

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Washington County Courthouse, Hagerstown, MD, Deed Book ZZ, p 556, 10/18/1842.

At the request of Jacob Snively & G. W. Clabaugh, the following Deed was recorded Oct. 18th 1842.

This indenture made this 18th day of August in the year of our Lord eighteen hundred and forty two between Philip P. Fitzpatrick of Washington County, State of Maryland, of the one part, and Jacob Snively, G. W. Clabaugh, trading under the firm of Snively & Clabaugh of the County and State, of the other part. **Witnesseth** that the said Philip P. Fitzpatrick for and in consideration of the sum of two hundred and fifty dollars to him in hand paid by the said Snively & Clabaugh at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, sold and confirmed and by these presents doth grant, sell and confirm, unto the said Snively & Clabaugh, their heirs or assigns a certain tract or parcel of land lying and being situated in Brent's Addition to Hancock, known and distinguished the plat of said addition to Hancock as Lots No. eight & nine bounded on the South by High Street, East by the School House Alley, North by the land of David Neill, on the West by Lot No. 10 belonging to Jos. Graves, and fronting on High Street one hundred and thirty two feet, running back twenty rods, and containing one acre and all the buildings, ways, waters, water courses, with all and singular the appurtenances whatsoever thereunto belonging or in any wise attached. To Have and To Hold, the said lands and premises hereby granted and confirmed and all and singular other the premises hereby granted, with all their appurtenances, unto the said Snively & Clabaugh, their heirs and assigns forever. To the only proper use and behoof of them the said Snively & Clabaugh and of their heirs and assigns forever. And the said Philip P. Fitzpatrick, for himself, his heirs, executors, administrators or assigns, doth grant, covenant, promise and agree to and with the said Snively & Clabaugh, their heirs and assigns by these presents that he the said Philip P. Fitzpatrick hath not done or committed any act, matter or thing whatsoever, whereby the premises hereby granted or any part thereof is, are or shall or may be impeached, changes or encumbered in title, charge, estate or otherwise soever. In Witness whereof the said Philip P. Fitzpatrick hath hereunto subscribed his name and affixed his seal the day and year first above written.

Signed, sealed and delivered in the presence of
B. Bean, H. Snyder

Philip Fitzpatrick {Seal}
her

Ellen X Fitzpatrick {Seal}
mark

State of Maryland, Washington County, Sct.: Be it remembered, and it is hereby certified that on this eighteen day of August eighteen hundred and forty two, before the subscribers two Justices of the Peace, of the State of Maryland, in and for Washington County aforesaid, personally appeared Philip P. Fitzpatrick and Ellen, his wife, they being known to us to be the persons who are named and described and professing to be the parties to the foregoing deed or indenture, and severally acknowledged the said indenture or instrument of writing to be their respective act and deed; the said Ellen Fitzpatrick having signed and sealed said indenture before us, out of the presence and hearing of her husband; and the said Ellen having been by us examined out of the presence and hearing of her said husband whether she doth execute and acknowledge the same freely and voluntarily, and without being induced to do so by fear or threat of or ill usage by her husband, or by fear of his displeasure, declareth and saith she doth. In Testimony whereof, we hereunto subscribe our names on the day and year aforesaid.

B. Bean,

H. Snyder

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Passed Feb. 27, 1843.

Resolution in relation to the Chesapeake and Ohio Canal Company.

WHEREAS it appears to this General Assembly by the annual report of the Chesapeake and Ohio Canal Company, bearing date December second, eighteen hundred and forty- two, that there are various small parcels of land, remnants of pieces, condemned or purchased for the use and benefit of said canal company, situated along the line of said canal which are not, and never can be required for the use of said canal or its works, and which are covered by certain mortgages executed by said company to the State of Maryland; and whereas it is believed that said parcels of land may now be profitably disposed of by a sale of the same for the scrip bonds and other evidences of debt of said company; but in order to make such sales and to convey a good and sufficient title to the purchasers thereof, it is necessary to obtain the authority and sanction of this state — therefore, *Be it resolved by the General Assembly of Maryland,* That the president and directors of the Chesapeake and Ohio Canal Company be and they are hereby authorized and empowered to sell and dispose of, to the best advantage, all such pieces or parcels of land and premises owned by said company and conveyed by mortgages executed by said company as aforesaid, and which are not required for the purposes of the canal or its works, and to receive in payment for the same the script, bonds, acceptances or other evidences of debt of said company, and to make, execute and deliver to the purchaser or purchasers thereof deeds of conveyance of the same upon their compliance with the terms of sale; *provided however,* that said property, pieces or parcels of land shall be first offered for sale by public auction, from time to time, at the pleasure of the said company, after giving at least three week's public notice of the time, place and terms of sale; and all such parts or parcels of said lands as may not be in such manner disposed of may be sold at private sale; *provided,* that said canal company shall not be authorized to sell water rights or rights for manufactories by virtue of this resolution.

And be it resolved, That the sales made by said company of certain lots and warehouses in the District of Columbia, on the sixth day of August last, and the conveyances executed, or which may hereafter be executed, be and the same are hereby ratified and confirmed, and the same shall be held good and sufficient to convey to the purchasers all right and title in law and equity of the State of Maryland, of, in and to the same and every part and parcel thereof.

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book ZZ, p 885, 3/16/1843.

At the request of Jacob Snively et als, the following Mortgage was recorded March 16th 1843.

This Indenture, made this tenth day of March 1843, between John A. Byers of the one part and Jacob Snively, Horace Resley and George W. Clabaugh of the other part. Wherefore as the said John A. Byers owes and stands justly indebted to the said Jacob Snively, Horace Resley and George W. Clabaugh in the sum of six hundred and thirty nine dollars and forty seven cents current money, and to secure the payment thereof is willing to execute these presents. Now this Indenture **Witnesseth**, that the said John A. Byers for and in consideration of the premises and of the sum of one dollar in hand paid by the said Jacob Snively, Horace Resley and George W. Clabaugh at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Jacob Snively, Horace Resley and George W. Clabaugh, their executors, administrations and assigns all and singular leases, houses, goods, furniture, household stuff, &c. hereinafter particularly mentioned and expressed, that is to say a lease of water power at Lock number 53 from the Chesapeake and Ohio Canal Company for nine years, from July next ensuing, together with the Mill erected thereat, and all the fixtures and appurtenances thereunto belonging, also a log house standing on the berm side of the said Canal near the basin next above the said Lock, also, a stable near the same with all the rights, interest and appurtenances thereunto belonging, also all my right & interest in and to a lease from said Canal Company of their grounds, as purchased from George Brent – also five bedsteads, beds and bedding, one dozen chairs, one settee, three tables, two pieces of carpeting, one cook stove, with the fixtures, one tin plate stove, three iron pots, one copper kettle, three tubs, two dozen plates, two dozen cups & saucers, two dozen knives & forks, two hundred volumes of books, two cupboards, one bureau, one book case, one clock, two cows, three hogs, one small horse, one case of mathematical instruments. To Have and To Hold all and singular the said lease, houses, goods, furniture, household stuff, &c., unto the said Jacob Snively, Horace Resley and George W. Clabaugh, their executors, administrators and assigns to their own use and behoof.

Provided always and it is declared to be the true intent and meaning of these presents, that if the said John A. Byers, do and shall, well and truly, pay or cause to be paid unto the said Jacob Snively, Horace Resley and George W. Clabaugh, their executors, administrators and assigns, the full sum of six hundred and thirty nine dollars and forty seven cents, current money, with the legal interest for the same on or before the first day of October 1844, then un such case these presents and every matter herein contained shall cease, determine and be utterly void to all intent and purposes, anything herein contained to the contrary notwithstanding, and that he the said John A. Byers, his executors or administrators, shall and will well and truly pay or cause to be paid unto the said Jacob Snively, Horace Resley and George W. Clabaugh, their executors, administrators or assigns, the said sum of six hundred and thirty nine dollars and forty seven cents, current money, together with the interest for the same, at such time and after such manner as herein before set forth and agreed for the payment thereof. On Witness whereof I have set my hand and affixed my seal.

Witness: A. Blackman

John A. Byers {Seal}

State of Maryland, Washington County, to wit: Be it remembered and it is hereby certified that on this tenth day of March 1843, before the subscriber one of the Justices of the Peace, in and for said County, personally appeared John A. Byers and doth acknowledge the annexed indenture or instrument of writing, to be his act and deed for the purposes therein mentioned. In Testimony whereof, I have set my hand and affixed my seal.

Jacob Snively & Benjamin Bean Family History

H. Snider {Seal}

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book ZZ, p 886, 3/16/1843.

At the request of Snively & Resley, the following Bill of Sale was recorded March 16th 1843.

Know all men by these presents, that I John Kerrigan of Washington County in the State of Maryland, for and in consideration of the sum of three hundred and seventy nine dollars and thirty two cents, current money, to me in hand paid by Snively & Resley of the County and State aforesaid at and before the sealing and delivery of these presents, the receipt whereof I the said John Kerrigan do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Snively & Resley, their executors, administrators and assigns, all the goods, household stuff, implements, furniture, &c., hereinafter particularly mentioned, that is to say, 2 horse, 1 colt, 3 cows, 2 calves, 16 hogs, 3 carts & gears, 1 wagon, 1 plough, 1 harrow, 1 wind mill, 2 tables, 10 chairs, 1 safe, 1 bureau, 3 bedsteads & bedding, 7 pots & ovens, 12 drills, 10 crowbars, 500 bushels corn, 500 bushels potatoes, 500 bushels oats, all and singular which said goods, chattels, &c. (except the corn, potatoes & oats) are now remaining, standing and being in a certain messuage or tenement, situate in the County aforesaid and now occupied by the said John Kerrigan, and the said corn, potatoes & oats, being and lying in a certain tenement in the County of Morgan, State of Virginia. To Have and To Hold, all and singular the said goods, household stuff, implements, grain, &c., and other the premises above bargained and sold or mentioned and intended so to be the said Snively & Resley, their executors, administrators and assigns forever, and I, the said John Kerrigan for myself, my heirs, executors and administrators, all and singular, the said goods, household stuff, grain, &c., and other the premises unto the said Snively & Resley, their executors. administrators and assigns against me the said John Kerrigan, my executors and administrators, and against all and every other person or persons whatsoever shall and will warrant and forever defend by these presents of all and singular which said goods, household stuff, furniture, grain, &c., and other the premises. I the said John Kerrigan have put the said Snively & Resley in full possession by delivery to the said Snively & Resley one horse, at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold or mentioned and intended to be so unto them the said Snively & Resley as aforesaid. In Witness whereof, I have subscribed my name and affixed my seal this 8th day of March 1843.

Witness present, John Chartton, A. C. Blackman

John Kerrigan {Seal}

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified, that on this eighth day of March 1843, before the subscriber, one of the Justices of the Peace of the County and State aforesaid, personally appeared John Kerrigan and doth acknowledge the within indenture or instrument of writing, to be his cat and deed for the purposes therein mentioned.

H. Snider {Seal}

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book ZZ, p 925, 3/28/1843.

At the request of Snively & Resley, the following Mortgage was recorded March 28th 1843.

This Indenture, made this 16th day of March 1843 between George Shoemaker of the one part, and Snively & Resley, of the other part. Wherefore as the said George Shoemaker owes and stands justly indebted to the said Snively & Resley in the sum of sixty dollars and forty seven cents, current money, and to secure the payment thereof is willing to execute these presents. Now this Indenture **Witnesseth**, that the said George Shoemaker for and in consideration of the premises and of the sum of one dollar in hand paid by the said Snively & Resley at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain and sell, unto Snively & Resley, their executors, administrators and assigns, all and singular the grain and horse hereinafter particularly mentioned and expressed, that is to say, all of said George Shoemaker's interest in and to thirty acres of wheat in the ground, and one roan horse. To Have and To Hold, all and singular, the said grain in the ground and roan horse, unto the said Snively & Resley, their executors, administrators and assigns, to their use and behoof.

Provided always and it is declared to be the true intent and meaning of these presents, that if the said George Shoemaker do and shall well and truly pay or cause to be paid unto the said Snively & Resley, their executors, administrators and assigns the full sum of sixty dollars and forty seven cents current money with legal interest for the same on or before the first day of August next, then in such case these presents and every matter herein contained, shall cease, determine and be utterly void to all intents and purposes, anything herein contained to the contrary notwithstanding, and that the said George Shoemaker, his heirs, executors or administrators, shall and will well and truly pay or cause to be paid unto the said Snively & Resley their executors, administrators or assigns, the said sum of sixty dollars and forty seven cents, current money, together with the interest for the same, at such time and after such manner as hereinbefore set forth and agreed for the payment thereof. In Testimony hereof, I have set my hand and affixed my seal.

Witness present:
P. Rean, P. Oliver

his
George X Shoemaker {Seal}
mark

State of Maryland, Washington County, to wit: Be it remembered that on this 16th day of March 1843, before the subscriber a Justice of the Peace, in and for said County, personally appeared George Shoemaker party to the foregoing indenture and acknowledged the said Indenture to be his act and deed for the purposes therein mentioned. As Witness my hand and seal.

P. Rean

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 1, p 49, 4/7/1843.

At the request of Jacob Snively & Chas. H. Ohr, the following Bill of Sale was recorded Apr. 7th 1843.

Know all men by these presents, that I, Walter Blackwell of Washington County and State of Maryland, for and in consideration of the sum of three hundred and thirteen dollars and seventy nine cents, current money, to me in hand paid by Jacob Snively and Charles H. Ohr of the County and State aforesaid, at and before the sealing and delivery of these presents, the receipt whereof I, the said Walter Blackwell do hereby acknowledge, have bargained and sold and by these presents do grant, bargain and sell unto the said Jacob Snively and Charles H. Ohr, their executors, administrators and assigns all the goods, household stuff, implements and furniture particularly mentioned, expressed and contained, that is to say: 14 feather beds and bedding, one side board, one piano, 4 walnut tables, 2 dressing stands, 4 wash stands, 2 bureaus, 6 looking glasses, 2 prs. brass andirons, 1 broom and irons, 3 stoves, 2 cook stools, 6 pine tables, 2 water jars for par, 48 chairs, 2 clocks, 2 cupboards, 3 sets teas, 70 yards carpeting, 3 writing desks, 6 silver table spoons, 24 silver tea spoons, all and singular, which said goods and chattels, are now remaining, standing and being in a certain messuage or tenement situate in the Town of Hancock and now occupied by the said Walter Blackwell and William Irwin. To Have and To Hold, all and singular the said goods, household stuff and furniture, &c., other the premises above bargained and sold or mentioned and intended so to be to the said Jacob Snively and Charles H. Ohr, their executors, administrators and assigns forever, and I the said Walter Blackwell for myself, my heirs, executors and administrators all & singular the said goods, household stuff and furniture and other the premises unto the said Jacob Snively and Charles H. Ohr their executors, administrators and assigns against me the said Walter Blackwell, my executors and administrators and against all and every other person or persons whatsoever, shall and will warrant and forever defend by these presents of all and singular which said goods, household stuff, furniture, &c., and other the premises, I the said Walter Blackwell have put the said Jacob Snively and Charles H. Ohr in full possession by delivering to them the said Jacob Snively and Charles H. Ohr, one tea spoon at the sealing and delivery of these presents in the name of the whole premises, hereby bargained and sold or mentioned and intended to be so unto them the said Jacob Snively and Charles H. Ohr as aforesaid. In Witness whereof I have set my hand and seal this – day of March 1843.

Walter Blackwell {Seal}

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

H. Snider {Seal}

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 1, p 146, 5/3/1843.

At the request of Snively & Resley, the following Bill of Sale was recorded May 5th 1843.

Know all men by these presents that I, Jacob Miller of Washington County in the State of Maryland, for and in consideration of the sum of one hundred and twenty three dollars and sixty nine cents, current money, to me in hand paid by Snively & Resley of the County and State aforesaid. at and before the sealing and delivery of these presents, the receipt whereof I, the said Jacob Miller, do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Snively & Resley, their executors, administrators and assigns, all the goods, household stuff, implements, furniture, &c., hereinafter particularly mentioned, that is to say: 1 sorrel mare, 1 dun horse, 1 cow, 4 beds and bedding, 1 clock, 1 cupboard, 1 plough, 1 stove, 2 tables, 1 stand, 4 pots, 1 kettle, 1 griddle, 2 ovens, 8 hogs, 2 carts & gear, 2 sets gear, all and singular which said goods and chattels, &c., are now remaining, standing and being in a certain messuage or tenement situate in the County aforesaid, and now in the occupation of the said Jacob Miller. To Have and To Hold, all and singular the said goods, household stuff, furniture, &c., and other the premises above bargained and sold or mentioned and intended so to be, to the said Snively & Resley, their executors, administrators and assigns forever, and I, the said Jacob Miller, for myself, my heirs, executors and administrators, all and singular, the said goods, household stuff, &c., and other the premises unto the said Snively & Resley, their executors, administrators and assigns, against me the said Jacob Miller my executors and administrators and against all and every other person or persons whatsoever, shall and will warrant and forever defend by these presents, of all and singular which said goods, chattels, household stuff, &c., and other the premises I, the said Jacob Miller, have put the said Snively & Resley in full possession be delivery to the said Snively & Resley one sorrel mare at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold or mentioned and intended so to be unto them the said Snively & Resley as aforesaid. In Witness whereof I have subscribed my name and affixed my seal this 15th day of April 1843.

Witness: A. C. Blackman
Joseph Murray

Jacob M. Miller {Seal}

State of Maryland, Washington County, to wit: Be it remembered, that on this 15th day of April 1843, before me the subscriber a Justice of the Peace of the State of Maryland in and for Washington County aforesaid, personally appeared Jacob Miller, he being known to me to be the person who is named in the foregoing indenture and acknowledged the same to be his act and deed for the purposes therein mentioned. In Testimony whereof, I have hereunto subscribed my name and fixed my seal the day and year aforesaid.

H. Snyder

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 1, p 337, 6/27/1843.

At the request of Snively & Resley, the following Bill of Sale was recorded June 27th 1843.

Know all men by these presents that I, Robert Bennett of Washington County in the State of Maryland, for and in consideration of the sum of ninety four dollars and seven cents, current money, to me in hand paid by Snively & Resley of the County and State aforesaid, at and before the sealing and delivery of these presents, the receipt whereof I the said Robert Bennett do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Snively & Resley their executors, administrators and assigns, all the goods, household stuff, implements, furniture, &c., hereinafter particularly mentioned, that is to say, one wagon with all its fixtures, two horses, two sets of breech bands and harness, three pair of long traces, two pair of short traces, three back bands, & four blind bridles, and three collars, one saddle & bridle, one cutting box, & feed trough, two hogsheads, and one wheel barrow, two ploughs, one harrow & teeth, and one cultivator, one double & two single traces, and one treble trace, fourteen ricks, three axes, three stages & two mattocks, one pair of maul rings, & two iron wedges, twelve drills, one tumking bar, one needle and fourteen crowbars, one barrel vinegar, one fine desk, and two dine tables, two feather beds, three chaff or under beds, cords, all the bedding, two bedsteads, one cow, two hogs, one cherry breakfast table, & one bureau, one pair andirons, & one pair shovel and tongs, forty eight yards carpeting, more or less, two looking glasses, one black leather trunk, one hair trunk, one large valise, two trap candlesticks, half dozen silver tea spoons, half dozen German silver tablespoons, two sets cups & saucers, two dozen plates, one large iron kettle, one Dutch oven, two small pots, two skillets, & one copper tea kettle, two cedar buckets, one tin bucket, half dozen tin cups, one & half dozen knives & forks, one griddle, and two tin wash basins, two Liverpool pitchers, two sugar rawls, two tea pots, two cream pots, three decanters & glasses, one large dish, half dozen bowls; all and singular which said goods, chattels, &c., are now remaining, standing and being in a certain message or tenement, situated in Hancock and County and State aforesaid, and now in the occupation of the said Robert Bennett. To Have and To Hold, all and singular, the said goods, household stuff, furniture and other the premises above bargained and sold, or mentioned and intended so to be to the said Snively & Resley, their executors, administrators and assigns forever, and I, the said Robert Bennett, & for myself, my heirs, executors and administrators, all and singular, the said goods, household stuff, furniture and other the premises unto the said Snively & Resley, their executors, administrators and assigns, against me the said Robert Bennett, my executor and administrator and against all & every other person or persons whatsoever, shall and will warrant and forever defend by these presents, of all and singular which said goods, household stuff, furniture and other the premises, I the said Robert Bennett have put the said Snively & Resley in full possession, be delivering to them the said Snively & Resley, a silver tea spoon, at the sealing and delivery of these presents, in the name of the whole premises hereby bargained and sold or mentioned and intended to be so unto them the said Snively & Resley as aforesaid. In Witness whereof, I have subscribed my name and affixed my seal this tenth day of June in the year eighteen hundred and forty three.

Witness: C. H. Oho, Samuel Oliver

R. Bennett {Seal}

State of Maryland, Washington County, to wit: Be it remembered and it is hereby certified, that on this tenth day of June in the year of our Lord one thousand eight hundred and forty three, before the subscriber one of the Justices of the Peace, of the State of Maryland, in and for the County and State aforesaid, personally appeared Robert Bennett and doth acknowledge the within indenture or instrument of writing

Jacob Snively & Benjamin Bean Family History

to be his act and deed for the purposes therein mentioned. In Testimony whereof, I have hereunto subscribed my name on the day and year aforesaid.

H. Snider {Seal}

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book OHW 1, p 753, 12/26/1843.

At the request of Snively & Watkins, the following Bill of Sale was recorded Dec. 26th 1843.

This Indenture, made this fourth day of December, in the year of our Lord one thousand, eight hundred and forty three, between Robert Bennett of Washington County in the State of Maryland, of the one part and Snively & Watkins of the aforesaid County and State of the other part. Whereas the aforesaid Robert Bennett owes and stands justly indebted to the said Snively & Watkins in the sum of forty eight dollars, current money, and to secure the payment thereof is willing to execute these presents. Now this Indenture **Witnesseth**, That the said Robert Bennett for and in consideration of the premises and of the sum of five dollars, current money, to him in hand paid by the said Snively & Watkins at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath granted, bargained and sold and by these presents do grant, bargain and sell unto the said Snively & Watkins, their executors, administrators and assigns, all and singular the crop of wheat hereinafter particularly mentioned and expressed, that is to say all my interest in the crop of wheat now growing on the bottom lands between the Chesapeake and Ohio Canal and the Potomac River West of Little Tonoloway Creek near Hancock, supposed to be about eleven acres. To Have and To Hold, all and singular the said crop of wheat unto the said Snively & Watkins, their executors, administrators and assigns, to their own use and behoof. Provided always and it is declared to be the true intent and meaning of these presents, that if the said Robert Bennett do and shall well and truly pay or cause to be paid unto the said Snively & Watkins, their executors, administrators or assigns the full sum of forty eight dollars, current money, with the legal interest for the same on or before the first day of June in the year one thousand, eight hundred and forty four, then and in such case, these presents and every matter and thing herein contained shall cease, determine and be utterly void to all intents and purposes, anything herein contained to the contrary notwithstanding. In Testimony whereof, I have hereunto set my hand and affixed my seal this fourth day of December, one thousand, eight hundred and forty three.

Witness present: H. Resley, A. C. Blackman

R. Bennett {Seal}

State of Maryland, Washington County, to wit: On this fourth day of December 1843, before me the subscriber a Justice of the Peace in and for Washington County appears Robert Bennett and acknowledges the foregoing writing to be his act and deed according to the true intent and meaning thereof and the Act of Assembly in such cases made and provided.

C. Taney

Jacob Snively & Benjamin Bean Family History

Allegany County Courthouse, Cumberland, MD, Deed Book DD, p. 628, 2/20/1844.

At the request of Snively & Resley, the following Bill of Sale was recorded February 20th 1844.

Know all men by these presents that I Leonard Cross of Allegany County, Maryland for and in consideration of the sum of seventy six dollars current money to me [in] hand by Snively & Resley of Washington County and State aforesaid at and before the sealing and delivery of these presents, the receipt whereof I the said Leonard Cross do hereby acknowledge, have granted, bargained and sold and by these presents do grant, bargain and sell unto the said Snively & Resley their executors, administrators and assigns, all the goods, household stuff, implements, furniture as hereinafter particularly mentioned, that is to say: 1 roan colt; 1 plough; one clock; 80 bushels potatoes; 2 tons hay; lot of corn fodder; 8 acres of wheat in the ground, one cow, one calf, 40 bushels of corn; one pair of saddle bags; & 4 hogs, all and singular which said goods and chattels, &c. are now remaining, standing & being in a certain messuage or tenement situate in Allegany County and State aforesaid and now in the occupation of the said Leonard Cross. To Have and To Hold all and singular the said goods, household stuff, &c. and other the premises above bargained and sold or mentioned and intended to be to the said Snively & Resley, their executors, administrators and assigns and the said Leonard Cross for myself, my heirs, executors and administrators all and singular the said goods, household stuff, furniture, &c. and other the premises unto the said Snively & Resley their executors, administrators and assigns against me the said Leonard Cross, my executors and administrators and against all and every other person or persons whatever shall and will warrant and forever defend by these presents of all and singular which said goods, chattels, &c., and other the premises. The said Leonard Cross put the said Snively & Resley in full possession by delivering to the said Snively & Resley one pair of saddle bags at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold or mentioned and intended to be so unto them the said Snively & Resley as aforesaid. In Witness whereof, I have subscribed my name and affixed my seal this 2nd day of February 1844.

Witness present: W. H. Clabaugh
A. C. Blackman

Leonard Cross {Seal}

Personally appeared Leonard Cross before me the subscriber one of the Justices of the Peace in and for Allegany County and State of Maryland and acknowledged the within and foregoing Bill of Sale to be his act & deed for the purposes therein mentioned.

Acknowledged before me

James Watson {Seal}

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Washington County Courthouse, Hagerstown, MD, Deed Book OHW 2, p 535, 11/19/1844.

At the request of Jacob Snively and others, the following Mortgage was recorded Nov. 19th 1844.

This Indenture, made this sixteenth day of November one thousand, eight hundred and forty four, between Samuel Rinehart of Washington County, Maryland, of the one part, and Jacob Snively, Robert W. Watkins, Jacob Snively & Horace Resley of the County and State aforesaid of the other part. Whereas the said Samuel Rinehart by his notes duly executed bearing date on the fourteenth day of November one thousand, eight hundred and forty four, stands bound unto the said Jacob Snively, Robert W. Watkins, Jacob Snively & Horace Resley their executors, administrators and assigns in the sum of two hundred and eight dollars with the legal interest on the same, on or before the first day of June 1845, as by the said bond and conditions may more fully appear. Now this Indenture **Witnesseth**, that the said Samuel Rinehart in consideration of the said debt or sum of two hundred and eight dollars owing the said Jacob Snively, Robert W. Watkins, Jacob Snively & Horace Resley as aforesaid, and for the better securing the payment thereof with interest to the said Jacob Snively, Robert W. Watkins, Jacob Snively & Horace Resley, their executors, administrators or assigns according to the condition of the said bond, and also in consideration of the further sum of five dollars current money to him the said Samuel Rinehart by the said Jacob Snively, Robert W. Watkins, Jacob Snively & Horace Resley 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 Samuel Rinehart, hath granted, bargained and sold, released and confirmed and by these presents doth grant, bargain and sell, release and confirm unto the said Jacob Snively, Robert W. Watkins, Jacob Snively & Horace Resley their heirs and assigns, one Canal Boat called the *Eliza*, two beds and bedding, one tow rope, two sets towing gears, one black mare, forty bags, 1 set Fairbanks patent platform scales, six sets canal harness, four stoves with pipe, two tables, two stands, one looking glass, one lounge frame, four green blinds, one dozen plates, half dozen cups and saucers, one high post bedstead, one low post bedstead, one cupboard, 3 coffee pots, one dozen candle molds, one skillet, one griddle, two buckets, one small pot, one pitcher, 3 tumblers, thirty yards girthing carpeting, one set shovel and tongs. To Have and To Hold the said property, and every part and parcel thereof, to the said Jacob Snively, Robert W. Watkins, Jacob Snively & Horace Resley their heirs and assigns, forever, to them and their own use, and behoof. **Provided** always, and it is the true intent and meaning of these presents, and of the said parties herewith, that if the said Samuel Rinehart, his heirs, executors or administrators, do and shall well and truly pay or cause to be paid unto the said Jacob Snively, Robert W. Watkins, Jacob Snively & Horace Resley their executors, administrators or assigns, the said full sum of two hundred and eight dollars, current money, with legal interest for the same on or before the first day of June in the year one thousand, eight hundred and forty five, without any deduction or abatement whatsoever, then and from thenceforth, these presents and every matter and thing therein contained, shall cease and be utterly null and void, anything therein to the contrary thereof in any wise notwithstanding. **In Witness** hereof, I have set my hand and seal.

Witness, A. C. Blackman, H. Snider

Samuel Rinehart {Seal}

State of Maryland, Washington County, to wit: Be it remembered, that on this 16th day of November in the year of our Lord, one thousand, eight hundred and forty four before me the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared Samuel Rinehart, he being known to me to be the person who is named and described as, and professing to be a party to the foregoing deed or indenture, and doth acknowledge the said Indenture or instrument of writing, to be his act and deed. In testimony whereof, I hereunto subscribe my name on the day and year aforesaid.

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H. Snider, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 1, p 144, 5/24/1845.

At the request of Jacob Snively, the following Deed was recorded May 24th 1845.

This Indenture, made this twenty eighth day of April in the year of our Lord, one thousand, eight hundred and forty five, between the Chesapeake and Ohio Canal Company, of the first part, and Jacob Snively of Washington County in the State of Maryland, of the second part. **Witnesseth:** Whereas the said party of the first part, being seized in fee simple of all the hereinafter described lands and premises, has heretofore, pursuant to the provisions of certain acts of the General Assembly of Maryland, made and executed several mortgages and pledges of the said lands and premises to said State, to secure certain debts and liabilities of said party of the first part, to said State, yet remaining unsatisfied; but the said State, by a certain joint resolution of its Senate and House of Delegates, passed at December session, A.D. 1842, with reference to said lands and premises, and others similarly situate or held by said party of the first part, and which are not, and never can be, required for the use of the Chesapeake and Ohio Canal or its works, authorizes the president and directors of said party of the first part to sell the said lands and premises, for the scrip, bonds, acceptances, or other evidences of debt, of said party of the first part, and to make, execute and deliver to the purchaser or purchasers thereof, deeds of conveyance of the same, upon compliance with the terms of sale; provided, however, that said lands and premises shall first be offered for sale by public auction, from time to time, at the pleasure of the said party of the first part, after giving at least three weeks previous notice of the time, place and terms of sale; and whereas the said party of the first part, having complied with said proviso, has now, under said resolution, by its president and directors, made sale of the hereinafter described lands and premises to the said party of the second part, for the price of fifty five dollars payable in the aforesaid evidence of debt of said party of the first part; and said party of the second part has fully and duly paid said price, according to the terms of sale, and has thus become entitle to, and he asks, a deed of conveyance of said lands and premises, so sold to him as aforesaid.

Now, This Indenture, **Witnesseth**, that the said party of the first part, for and in consideration of the premises and of the sum of one dollar to it paid, by the said party of the second part, before the sealing and delivery of these presents, receipt of which sum of money is hereby acknowledged, hath granted, bargained, sold, enfeoffed and conveyed, and doth by these presents grant, bargain, sell, enfeoff and convey unto the said party of the second part, his heirs and assigns, forever, a tract or parcel of land lying in Washington County, Maryland, it being a part of the tract of land called "Eltons Right," included within the following courses and distance, to wit: beginning at a stone now planted at the end of eleven and six tenths perches in the third line of the tract or parcel of land that was conveyed by Hezekiah Wade and wife to the Chesapeake and Ohio Canal Company by deed bearing date the twenty first day of November in the year one thousand, eight hundred and thirty seven and running thence with the said line to the end thereof South forty seven and a half degrees West eighteen and seven tenths perches; then South sixty six degrees West six and three tenths perches; then South thirty four and a half degrees East eight perches to a stone now planted on or near the Northwestern bank of a ditch on the berm side of the Chesapeake and Ohio Canal; then North fifty degrees East twenty four and a half perches to a stone; North sixteen degrees East one and four tenths perches to a stone by the corner of a stable; North forty one and a half degrees West six perches to the beginning, containing and now laid out for an acre and ten square perches of land be the same more or less; it being a part of the land which was conveyed to the Chesapeake and Ohio Canal Company by Hezekiah Wade and wife by the deed above referenced. The preceding description is from a resurvey made of the said tract or parcel of land by Marmaduke W. Boyd in the year eighteen hundred and forty three, subject, nevertheless, to the terms, conditions and

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reservations following, that is to say: that the said party of the first part, or its assigns, shall not be held in any manner liable for any loss, damage or detriment; that at any time, or times hereafter shall accrue or happen to said land, or any part thereof, by reason of any breach or leak in said canal or any of its works; and that no owner of said land, or any part thereof, shall be entitled at any time here after, by reason of said land, or of this indebtedness, to claim any right of way across said canal, by bridge, ferry, or otherwise, nor any roadway along or on the towpath or berm bank of the said canal. To Have and To Hold the said grantor land and premises, subject to the terms, conditions and reservations, aforesaid, unto, and for the only use and behoof of the said party of the second part, his heirs and assigns, forever. And the said party of the first part doth covenant and agree to and with the said party of the second part, his heirs and assigns, forever, to warrant and forever defend the said lands and premises, subject as aforesaid, unto him and them, against all persons claiming or to claim the same, or any part thereof, or any interest therein, by, through or under the said party of the first part. And the said party of the first part hath constituted and appointed and doth by these presents constitute and appoint Robert Barnard its true and lawful attorney, in its name and behalf, to acknowledge this indenture to be its act and deed, to and before any two Justices of the Peace of the State of Maryland, for Frederick County, or other party or parties qualified to receive and give effect to such acknowledgement, and to do all other acts necessary to give full effect and operation to said indenture, as the act and deed of said party of the first part. In testimony whereof, the said party of the first part hath caused the hand of its president and its common seal to be hereunto affixed, on the day and year first hereinbefore written.

Signed, sealed and delivered
in our presence

By order & on behalf of the Board of Directors
J. M. Coale, President Ches. & Ohio Canal Co.

Test: Tho. Turner, Clerk Ch. & Ohio C. Co.

State of Maryland, Frederick County, Sct.: On this third day of May in the year of our Lord one thousand, eight hundred and forty five, before the subscribers, two Justices of the Peace of the State of Maryland, in and for Frederick County, personally appeared Robert Barnard who is known to us, and who, we are satisfied of our own knowledge is the person named and described as and professing to be the attorney of the Chesapeake and Ohio Canal Company in the power of attorney contained in the foregoing indenture, the due execution of which power of attorney by said company is sufficiently proven to us, and by virtue of said power of attorney acknowledged the said indenture to be the act and deed of said canal company. Acknowledged before and certified by: Casper Mantz – William Lowe

State of Maryland, county, Sct: I, Clerk of county aforesaid,
do hereby certify that who appear to have taken the acknowledgement by
to the foregoing indenture, and to have subscribed the foregoing certificate thereof, were at the date of
said certificate, and yet are, two of the Justices of the Peace of the State of Maryland for said county, duly
commissioned and qualified according to law. In testimony whereof, I have hereunto set my hand and the
seal of said county, being my seal of office, this day of in the year of our Lord one thousand,
eight hundred and .

[Transcriber's Note: The above blanks are as the deed was recorded.]

Allegany County Courthouse, Cumberland, MD, Deed Book DD, p. 459, 8/28/1845.

At the request of Jacob Snively, the following Deed of Trust was recorded August 28th 1845.

This Indenture, made this eighteenth day of July in the year eighteen hundred and forty three between William Carroll of Baltimore County, late of Allegany County, in Maryland of the first part, and Jacob Snively of Washington County in Maryland of the second part. **Whereas**, said William Carroll stands indebted to said Snively, and to other persons, and desires to provide for the payment of all his creditors, ratably and proportionately by means of the estate by these presents purported to be conveyed.

Now this Indenture **Witnesseth**, that in consideration of the promises, and of one dollar paid by said Snively to said Carroll whereof the receipt is hereby acknowledged; the said William Carroll has granted, bargained & sold and conveyed, and hereby does grant, bargain, sell and convey to said Jacob Snively his heirs, executors and administrators, all the following property and estate, that is to say, one undivided moiety or half part of and in the following tracts of land situate in Allegany County, to wit: "Carroll & Rail Road" – "Williams" – "Webster" – "Water Lot" – "Lake All" – "Last Shift" – "Joseph's Dream" – "Timber Land" – "Rock Point" – "Look Up" – "Cat Point" – "Part Jenkins's Deer Park Renewed" – "White Oak Plains" – "Prospect Hill" – "Cornwall" – "Land of the Living" – "Town Hill Prospect" – "Jacob's Ladder" – "The Three Springs Resurveyed" – "Part of Pleasant Vale" – containing in all about twelve thousand and sixteen acres, more or less. Together with all the buildings and improvements on said lands being and the privileges, advantages and appurtenances thereto belonging, and all the right, title, claim, interest and estate at law and in equity thereto and therein of said Carroll. To Have and To Hold said lands and the premises and appurtenances to the said Snively, his heirs, on the trust hereinafter declared and limited; and also, all the household and kitchen furniture, cattle, horses, tanning materials, stock and personal property of every kind of said Carroll in Allegany County excepting only slaves – all of the slaves of said Carroll having been heretofore conveyed in Mortgage to Samuel M. Semmes, and said Carroll's residuary interest therein, having for valuable consideration been assigned of Henrietta Carrol, his daughter. To Have and To Hold said personal estate to said Snively his executors and administrators upon and for the Trusts hereafter limited, which Trusts are hereby declared to be as follows; to wit – That said Snively his heirs, executors or administrators shall sell at public Auction on good terms of payment as to said Trustee shall deem most eligible, all said lands for the interest and estate therein of said Carroll; and all said personal estate; and that after from the proceeds of the sales deducting all incidental and proper expenses, and the reasonable compensation of the Trustees for their services, the proceeds of sales be applied to pay and satisfy ratably and proportionably, all the claims and demands now existing and lawfully demandable against the said Carroll. But these presents are subject to the provisions and trust following, to wit: that if before any sales made by virtue of these presents, the wife of said William Carroll shall release to said Snively, as Trustee, all said wife's dower, interest or claims in the premises above conveyed, and if the sales of the Carroll's undivided moiety aforesaid in the other tracts of land above mentioned, then shall accrue monies enough applicable to the payment of the claims and demands above provided for and sufficient to satisfy all said claims and demands, then and in that contingency, the said Snively and his heirs shall convey and assign to the separate use of said wife of William Carroll. Henrietta Maria and her heirs in manner and to persons as Trustee if required, as said Henrietta Maria or her heirs or her assigns shall direct all the said William Carroll's undivided moiety or half part in the following tracts of land, and in such of them or such of each or any of them as in order to satisfy all said claims and demands as aforesaid, it shall not be necessary to sell as aforesaid by virtue of these presents, to wit: "Villiers" – "Webster" – "Water Lot" – "Lake All" – "White Oak Plains" – "Cat Point" – "Three Springs Resurveyed" – "Part of Pleasant Vale" – "Part Jenkin's deer park Resurveyed" –

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“Carroll & Rail Road” – but for only so much of it as lies Northward of Fifteen Mile Creek, and excepting the lots, part of it heretofore conveyed to Richard Caton – but that if said claims and demands shall not be satisfied as aforesaid, then that out of the sales of said last named tracts of land so contingently appropriated to said Henrietta Maria and of her children if the allowance shall not be paid to and for her before death; - or of the person or persons to whom, by any writing she may appoint the sum, whether the apportionment be made before the awarding of the allowance or thereafter such sum of money as the Court of Chancery of Maryland, or any County Court in Equity shall deem equitable and proper to be allowed to said Henrietta in consideration, and satisfaction, or as equivalent for her dower claim or interest so released aforesaid, it being, however, further provided that if to satisfy said claims & demands any part of said last named & contingently appropriated lands shall be sold, said Henrietta Maria and her heirs and assigns shall have the electing the residue of said lands in place of the promissory dower allowance aforesaid. In Testimony whereof, the parties to these presents have hereto set their hands and seals the day & year first above written.

Signed, sealed & delivered by Wm. Carroll in presence of
The words “Deer” and “in the premises above conveyed,”
being first interlined.

Wm. Carroll {Seal}

J. Snively {Seal}

T. Hanson Belt, James P. Heath

State of Maryland, City of Baltimore, to wit: It is hereby certified that on this eighteenth day of July in the year eighteen hundred and forty three, before us the subscribers, two Justices of the Peace of said State, in and for said City, appeared William Carroll known to us to be the person named and described as and herein professing to be the grantor or bargainer in and by the foregoing indenture or instrument of writing and acknowledged the same as and for his act and deed.

T. Hanson Belt, James P. Heath

State of Maryland, Baltimore County, Sct: I hereby certify that Thomas Hanson Belt & James P. Heath, Esquires, before the foregoing acknowledgement was made and who have thereto subscribed their names, were at the time of so doing Justices of the Peace of the State of Maryland in and for the City of Baltimore duly commissioned & sworn. In Testimony whereof, I hereto set my hand and affix the seal of Baltimore County Court on the 19th day of July 1843.

Thomas Bell, Clerk

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 1, p 464, 12/5/1845.

At the request of Jacob Snively & Horace Resley, the following Bill of Sale was recorded December 5th 1845.

Know all men by these presents, that I, Denton C. Beard, of Washington County, in the State of Maryland, for & in consideration of the sum of eighteen dollars and seventy one cents, current money, to me in hand paid by Jacob Snively & Horace Resley, and eighty dollars, current money, to me in hand paid by Peter Hull and Horace Resley, all of Washington County, in the said State, at & before the sealing and delivery of these presents, the receipt whereof I, the said Denton C. Beard, do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain & sell, unto the said Jacob Snively, Horace Resley & Peter Hull, their executors, administrators and assigns, in proportion to the respective consideration received from them all the goods, hereinafter particularly mentioned; that is to say, the one half of eighteen acres of wheat in the ground, be the same, more or less, the one half of sixteen acres of rye in the ground be the same more or less, and forty bushels of potatoes, all and singular which said goods & chattels are now remaining, standing and being in a certain messuage or tenement, situate in District No. 5, county and State aforesaid, and now in the occupation of the said Denton C. Beard. To Have and To Hold, all and singular the said goods, grain & potatoes, and other the premises, above bargained & sold, or mentioned & intended so to be, to the said Jacob Snively, Horace Resley & Peter Hull, their executors, administrators and assigns, forever. And I, the said Denton C. Beard, for myself, my heirs, executors & administrators, all and singular the said goods, grain, potatoes and other the premises, unto the said Jacob Snively, Horace Resley & Peter Hull, their executors, administrators & assigns, against me the said Denton C. Beard, my executors & administrators, and against all & every other person or persons whatsoever, shall & will warrant and forever defend by these presents of all and singular which said goods, grain & potatoes, and other the premises, I, the said Denton C. Beard have put the said Jacob Snively, Horace Resley & Peter Hull in full possession, be delivering to them one table spoon, at the sealing & delivery of these presents, in the name of the whole premises hereby bargained and sold, or mentioned & intended to be so, unto them the said Jacob Snively, Horace Resley & Peter Hull as aforesaid. In Witness whereof, I have hereunto subscribed my name and affixed my seal this third day of December in the year of our Lord 1845.

Test: J. W. Summers

Denton C. Beard {Seal}

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified, that on this third day of December 1845, before me the subscriber one of the Justices of the Peace in & for the said County, personally appeared Denton C. Beard, and doth acknowledge the above Indenture or instrument of writing to be his act & deed for the purposes therein mentioned. In testimony whereof, I have set my hand and affixed my seal.

Jos. Rowland {Seal}

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 1, p 475, 12/12/1845.

At the request of Jacob Snively, the following Deed was recorded December 12th 1845.

This Indenture, made this seventh day of December in the year of our Lord, one thousand, eight hundred and forty five, between Joseph Murray Constable, in and for district Number five of Washington County, in the State of Maryland, of the one part, and Jacob Snively of the same County and State, of the other part. **Whereas**, on the twelfth day of July and on the twenty first day of September, in the year of our Lord, eighteen hundred and forty four, certain writs of the State of Maryland, usually denominated as a writ of *feri facias*, was issued by Henry Snider a Justice of the Peace, in and for the said County, to the said Joseph Murray Constable as aforesaid, directed, reciting that whereas, before the subscriber a Justice of the Peace of the said State, in and for the said County, on the seventeenth day of June, in the year of our Lord, one thousand, eight hundred and forty four, a certain Samuel Luman, by judgement of the said Justice, recovered against Hezekiah Northcraft, as well the sum of seven dollars and twenty six cents debt, the sum of one dollar and ninety seven cents, for his costs and charges by him about his suit in that behalf, laid out and expended; and also a certain Charles D. Warfield, by judgement of the said Justice, recovered against Hezekiah Northcraft and Jacob Snively, as well as the sum of thirty eight dollars and eighty cents, as the sum of seven dollars and twelve cents, for his costs and charges by him about his suit in that behalf laid out and expended the said Constable was therefore, by the said writ of *feri facias*, commanded, that of the goods and chattels, lands and tenements, of the said Hezekiah Northcraft being in his bailiwick, he should cause to be made and levied, the debt, damages, costs and charges aforesaid, and that he should have those sums before the said Justice on the thirty first day of October then next, to render unto the said Samuel Luman and also unto Charles D. Warfield the debt, damages, costs and charges aforesaid, and that the said Constable should also have then and there the writs; and whereas the said writs came to the hands of the said Constable, one on the twelfth day of July, the date thereof, and the other on the twenty first day of September, the date thereof, and in virtue thereof, and in pursuance of the command therein contained, the said Constable laid the same upon a house and fifty acres of land, more or less, in district number five, of said County and State, said land known by the name of "Contentment", and did seize and take into execution the said house and land, the appurtenances, as the lands and tenements of the said Hezekiah Northcraft, in or to which he had a right, title, estate, interest, property, claim or demand at law or in equity. And Whereas, also, the said Constable, after giving the due and legal notice required and directed by the act of Assembly in such case, made and provided, of the time, place, manner and terms of sale, on the thirty first day of October, in the year eighteen hundred and forty four, agreeably to such notice, set up and exposed to public sale, the highest bidder for cash, all the estate, right, title, interest, property, claim and demand at law and in equity of the said Hezekiah Northcraft in and to the said house and land, with the appurtenances, so as aforesaid taken in execution; that the said Jacob Snively being then and there the highest bidder, became the purchaser thereof, for the price or sum of forty dollars. Now this Indenture, **Witnesseth**, that in pursuance of the premises, and for and in consideration of the said sum of forty dollars, to him the said Joseph Murray as aforesaid, in hand paid by the said Jacob Snively at and before the sealing and delivery of these presents, the receipt whereof the said Constable doth hereby acknowledge, he the said Joseph Murray Constable as aforesaid, hath bargained and sold, and by these presents doth as fully and effectually as he may lawfully may or can, bargain and sell, alien, enfeoff, release and confirm unto the said Jacob Snively all the estate, rights, title, interest, property, claim and demand, at law and in equity, of the said Hezekiah Northcraft in and to the said house and land, with the appurtenances, which was liable to be sold under the said writs, and which he, the said Joseph Murray Constable as aforesaid, might or could lawfully sell by force of the said writs. To Have and To Hold the

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same unto the said Jacob Snively, his heirs and assigns, and his and their proper use and behoof forever. In Witness whereof, the said Joseph Murray Constable as aforesaid, hath hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered

Joseph Murray {Seal}

in presence of Jos. Rowland, Geo. W. Grosh

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

Jos. Rowland, Geo. W. Grosh

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 1, p 558, 2/12/1846.

At the request of Jacob Snively & others, the following Deed was recorded February 12th 1846.

This Indenture, made this tenth day of February in the year of our Lord, one thousand, eight hundred and forty six, between George Shoemaker, of Washington County and State of Maryland, of the one part and Jacob Snively, Joseph Murray, Jacob Weller & James Coudy, of the County and State aforesaid, of the other part. **Whereas** the said George Shoemaker, Jacob Snively, Joseph Murray, Jacob Weller and James Coudy, have jointly and severally entered into a certain promissory note, for the benefit of the said George Shoemaker, for the sum of three hundred and fifty 87/100 dollars, dated the twenty fourth day of November, in the year of our Lord, eighteen hundred and forty five, last past, and payable nine months after date, to William M. Marshall, Aron D. Bell of W. D. Bell, deceased, for value received, with interest from date thereof; and the said George Shoemaker being desirous to secure and save the said Jacob Snively, Joseph Murray, Jacob Weller and James Coudy, against all responsibility as sureties of the note aforesaid, therefore, this indenture **Witnesseth**, That the said George Shoemaker for and in consideration of securing the said sureties from the payment of the note aforesaid and well as the sum of one dollar in hand to him paid by the said Jacob Snively, Joseph Murray, Jacob Weller and James Coudy, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released and confirmed and by these presents doth grant, bargain, sell, release and confirm unto the said Jacob Snively, Joseph Murray, Jacob Weller and James Coudy, their heirs, executors, administrators and assigns, all that tract of land lying and being in Washington County, and situate in District No. 5, being a part of a tract called Golden Fleece conveyed to the said George Shoemaker in and by a deed of conveyance from Edwin Bell of county aforesaid, under and by virtue of a decree of Washington County Court, passed on the 1st day of August, in the year 1842, in Cause No. 728 Equity, appointing the said Edwin Bell, a Trustee, to convey the real estate of William D. Bell, late of said County, deceased, to the purchasers mentioned, or referred to, in said decree, of whom the said George Shoemaker was one, which said deed of conveyance from the said Edwin Bell to the said George Shoemaker was executed on the twenty sixth day of January in the year 1846, and on the same day was recorded in the land records of Washington County, together with thirty five acres of grain in the ground and now growing on the tract of land above mentioned and described; and also one horse, one cow and fifteen head of hogs now in the possession of the said George Shoemaker as his property. To Have and To Hold, the said tract of land, grain, stock and chattels, and every part and parcel thereof, with the appurtenances thereunto belonging, he the said Jacob Snively, Joseph Murray, Jacob Weller and James Coudy, their heirs, executors, administrators and assigns forever. **Provided**, always, nevertheless that if the said George Shoemaker, his executors or administrators, shall and do well and truly pay or cause to be paid unto the said William M. Marshall, the aforesaid promissory note for three hundred and fifty 87/100 dollars, on the day and time hereinbefore mentioned and appointed for payment thereof, or by other lawful means save, keep harmless and indemnified the said Jacob Snively, Joseph Murray, Jacob Weller and James Coudy, their heirs, executors and administrators from the payment of the said note, and all costs, damages or charges, as sureties aforesaid, then and from thenceforth, as well this present indenture and every matter and thing therein contained, shall cease and be utterly null and void; anything therein to the contrary thereof in any wise notwithstanding. In Witness whereof, the said George Shoemaker hath hereunto subscribed his name, and affixed his seal, the day and year first above written.

Signed, sealed and delivered
in the presence of

his
George X Shoemaker {Seal}
mark

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Geo. W. Grosh, Jos. Rowland

State of Maryland, Washington County, to wit: On the tenth day of February in the year 1846, before us the subscribers, two Justices of the Peace of the State of Maryland in and for Washington County, personally appeared George Shoemaker, who the subscribers are satisfied of their own knowledge is the person who is named and described as, and professes to be the grantor in the above indenture or conveyance, and acknowledges the same to be his act and deed for the purposes therein mentioned. Acknowledged before and certified by Geo. W. Grosh, Jos. Rowland

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 1, p 580, 2/18/1846.

At the request of James Coudy, the following Deed was recorded February 18th 1846.

This Indenture, made this 12th day of January in the year of our Lord one thousand, eight hundred and forty six, between Jacob Snively of Washington County in the State of Maryland of the first part, and James Coudy, of the same County and State aforesaid of the second part. **Witnesseth**, the said Jacob Snively for and in consideration of the sum of four hundred dollars, current money, in hand paid by the said James Coudy, before the sealing and delivery of these presents, the receipt whereof I the said Jacob Snively acknowledge, do hereby exonerate and discharge the said James Coudy, his heirs, executors and administrators, he the said Jacob Snively hath granted, bargained, sold and confirmed and by these presents, doth grant, bargain, sell and confirm unto the said James Coudy, his heirs and assigns, all his interest in and to a house and Lot known in the plat of the Town of Hancock, in Brent's Addition as Number Four, it being part of the property purchased by Jacob Snively and James Coudy at a Trustee Sale made by Alexander Neill, Jr., Esq., on the seventh day of February in the year 1834 and sold as the property of the late John and Joseph McIlhenny, which will more fully appear by reference to said deed, it bearing date the fourteenth day of October 1836, and recorded in the land records of said County in Liber TT, folios 95 and 96. Together with all the improvements, buildings and appurtenances whatsoever thereto belonging or otherwise appertaining. To Have and To Hold, the said House & Lot so as aforesaid, together with the buildings and appurtenances, and all and singular other the premises hereby bargained and sold or meant or intended hereby so to be, and every part and parcel thereof with their and every of their appurtenances unto the said James Coudy, his heirs and assigns forever, and the said Jacob Snively for himself, his heirs, executors and administrators doth hereby covenant, grant, promise and agrees, to and with the said James Coudy, his heirs, executors or assigns, that the said Jacob Snively, his heirs or assigns, the lot or parcel of land and premises hereby granted, bargained, and sold, and every part and parcel thereof, with the appurtenances thereto belonging, to him the said James Coudy, his heirs and assigns, against him the said Jacob Snively and his heirs in and to the same or any part thereof shall and will warrant and forever defend by these presents. In Witness whereof the said Jacob Snively hath hereunto subscribed his name and affixed his seal.

Witness present: Jos. Rowland, Geo. W. Grosh

J. Snively {Seal}

Harriet Snively {Seal}

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified, that on this 12th day of January in the year of our Lord, one thousand, eight hundred & forty six before the subscribers, two Justices of the Peace of the State of Maryland in and for Washington County aforesaid, personally appeared Jacob Snively and Harriet Snively, his wife, they being known to us, to be the person who are named and described as, and professing to be, the parties to the foregoing deed or indenture, and do severly acknowledge the said indenture or instrument of writing to be their respective act & deed, the said Harriet Snively having signed & sealed said indenture before us, out of the presence & hearing of her husband and the said Harriet Snively being by us examined, out of the presence & hearing of her said husband, whether she 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, declareth & saith, that she doth. In testimony whereof, we hereunto subscribe our names on the day and year aforesaid.

Geo. W. Grosh,

Jos. Rowland

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 2, p 277, 1/26/1847.

At the request of John J. Bowles & Jacob Snively, the following Mortgage was recorded January 26th, 1847.

This Indenture, made this twenty sixth day of January, in the year of our Lord one thousand, eight hundred and forty seven, between Peter Hull of Washington County in the State of Maryland of the one part, and John J. Bowles and Jacob Snively of the County and State aforesaid, of the other part. Whereas the said Peter Hull by his bond or obligations duly executed, bearing date on the twenty fifth day of January, in the year of our Lord one thousand, eight hundred and forty seven, stands bound unto the State of Maryland in the penal sum of six hundred dollars, conditioned for the faithful performance of his duties as Guardian to the minor heirs of John Louders, late of Washington County, deceased; reference being had to the records of Washington County Orphans' Court will appear. And whereas the said John J. Bowles and Jacob Snively are bound in like sum as securities, in said bond or obligations for the said Peter Hull as Guardian aforesaid. Now this Indenture **Witnesseth**, that in order to save harmless and further to secure the said John J. Bowles and Jacob Snively from any loss on account of their liabilities as securities of the said Peter Hull as Guardian aforesaid, and for and in consideration of the further sum of five dollars, to him the said Peter Hull, in hand paid by the said John J. Bowles and Jacob Snively, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by the said Peter Hull, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm, unto the said John J. Bowles and Jacob Snively, their heirs and assigns, all that tract or parcel of land, situate, lying and being near Licking Creek in Washington County and State of Maryland, called "What you will," containing two hundred and sixty four acres of land, more or less. To Have and To Hold the said tract of land and every part and parcel thereof with the appurtenances thereunto belonging, to the said John J. Bowles and Jacob Snively, their heirs and assigns forever, to them and for their own use and benefit. **Provided**, always and it is the true intent and meaning of these presents, and of the parties hereunto, that if the said Peter Hull, his heirs, executors or administrators, shall well and truly account with the Orphans' Court of Washington County, and pay over to the minor heirs of said John Louders, deceased, of whom he the said Peter Hull is Guardian, all sums of money that may appear to be due from him to the said minor heirs on the settlement of his several accounts in said Orphans' Court when thereunto required by said Court. Then and from thenceforth these presents and every matter and thing therein contained shall cease, and be utterly null and void; anything therein to the contrary thereof in any wise notwithstanding. In Witness whereof, the said Peter Hull hath hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered

Peter Hull {Seal}

in the presence of us: O. H. Williams, Jn. A. Wagoner

State of Maryland, Washington County, Sct: Be it remembered, and it is hereby certified that on this twenty sixth day of January in the year of our Lord one thousand, eight hundred and forty seven before the subscribers, two justices of the Peace of the State of Maryland in and for the County aforesaid, personally appeared Peter Hull, he being known to us to be the person who is named and described as, and professing to be a party to the foregoing deed or instrument of writing, and doth acknowledge the same to be his act and deed, and the land and premises therein mentioned and described to be the right and estate of the within named John J. Bowles and Jacob Snively, their heirs and assigns, for the purposes and according to the true intent and meaning of these presents. In Testimony whereof, we hereunto subscribe our names on the day and year aforesaid. O. H. Williams, Jn. A. Wagoner

Jacob Snively & Benjamin Bean Family History

Jacob Snively & Benjamin Bean Family History

Allegany County Courthouse, Cumberland, MD, Deed Book 3, p 302, 4/9/1847.

At the request of Greenbury B. Wilson, the following Deed was recorded April 9th 1847.

This Indenture, made this second day of January in the year of our Lord, one thousand, eight hundred and forty seven, between Joseph J. Speed of the City of Baltimore in the State of Maryland Trustee as hereinafter named of the first point, Jacob Snively of Washington County in the State of Maryland of the second part and Greenbury B. Wilson of the City of Baltimore aforesaid of the third part.

Whereas, in a cause lately depending in the High County Chancery of Maryland wherein William Carroll and others were complainants and Thomas Woodhouse Stevens was defendant & was on the eleventh day of April eighteen hundred and forty five by Theodoric Bland Chancellor and by the authority of the said court [illegible] ordered and decreed that the undivided moiety of the land is in the proceedings of said cause mentioned theretofore sold to the said Defendant be sold for the purpose of discharging the respective claims of the Complainant as stated in said proceedings with interest and costs to suit the Joseph J. Speed above named be and he was hereby appointed Trustee to make the said sale in the manner and upon the terms specified in said decree. **And Whereas**, the said Jacob Snively at the date of the decree aforesaid held and now holds the title [illegible] in the aforesaid proceedings mentioned under and by virtue of the deed of trust to him therein referred and whereas the said Joseph J. Speed Trustee as aforesaid after filing the bond and giving the public notice required by said decree did on the twenty fourth day of November, one thousand, eight hundred & forty four at the Exchange in the City of Baltimore aforesaid, set up and exposed to sale by public auction the said Jacob Snively who held the other moiety as aforesaid uniting therein (the two pieces or parcels of land and premises hereinafter described with appurtenances being a part of the lands so as aforesaid decreed to be sold at which said sale the above named Greenbury B. Wilson being the highest bidder therefore became the purchaser thereof at and for the prices or sums following, to wit: for the just described price the sum of fifty-one dollars and twenty cents and for the secondly described parcel the sum of sixty three dollars and sixty cents making together the sum of one hundred and fourteen dollars and eighty cents which said sum together with all interest thereon has been paid by the said Greenbury B. Wilson to the said Joseph J. Speed trustee as aforesaid and to the said Jacob Snively in equal proportion the sale made by the said Joseph J. Speed trustee as aforesaid under the decree above mentioned having been by him reported to and finally ratified and confirmed by the Court of Chancery aforesaid as will freely appear by reference to the records thereof. **Now this Indenture Witnesseth**, that for and in consideration of the above recited premises and of the sum of one dollar lawful money to the parties hereto of the first and second parts paid by the party of the third part to these presents at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, the said Joseph J. Speed trustee as aforesaid, hath by virtue and in pursuance of the power and authority vested in him by the decree hereinbefore referred granted, bargained, sold and conveyed and by these presents doth by virtue and in pursuance of such power and authority grant, bargain, sell and convey and the said Jacob Snively as trustee under the deed of trust hereinbefore referred to and according to his estate and interest in the premises hath granted, bargained, sold and conveyed and doth hereby grant, bargain, sell, convey and release unto the said Greenbury B. Wilson his heirs and assigns all that piece or parcel of land situate and being in Allegany County in the State of Maryland aforesaid, called "Prospect Will," which is described as follows, that is to say: Beginning for the same at a bounded white oak standing by a small road descending into Fifteen Mile Creek & about half a mile from the mouth of said run and on the East side of a ridge called Terrapin Ridge said tree marked "HB" and running thence North sixty seven degrees West twenty-five perches to a white oak marked with four notches; South thirty six degrees West seventy eight perches to a white oak

and hickory marked with five notches each; South eighteen degrees West forty perches to a black oak marked with six notches; South thirty four degrees West ninety three and a half perches to a white oak marked with seven notches; South twenty two degrees East forty seven and a half perches to a white oak marked with eight notches; South fourteen degrees West thirty two perches; South forty six degrees East twenty four perches to a maple marked with nine notches; North sixty four degrees East seven perches to a white oak marked eight notches; South fourteen degrees West thirty two perches; South forty six degrees East twenty four perches to a maple marked with nine notches; North sixty four degrees East seven perches to a white oak marked with ten notches; North twenty six degrees East twenty six perches; North four degrees West twenty two perches to a white oak marked with eleven notches; North twenty two degrees East forty three perches to a white oak marked with twelve notches; North four perches to a gum tree marked with thirteen notches; North 17 degrees West sixteen perches; East thirty perches; North thirty six degrees East thirty six perches and thence by a straight line to the beginning, containing sixty four acres (It being the same piece or parcel of land which was patented to William Carroll by letters patent under the Great Seal of the State of Maryland dated the twenty first day of October eighteen hundred and thirty nine and recorded in the Office of the Register of the Land Office Western Shore of Maryland in Liber G. G. B. No. 3, folio 452.

And also one undivided moiety or equal half part of and in the land described as follows: Beginning for the said land at the end of the twelfth line of a tract of land called "Carroll & Rail Road" and running thence with lines thereof South eighty and a half degrees East seventy two perches; South five and half degrees East ten perches; South forty seven and a half degrees East forty perches; then running across said tract South thirty four degrees West thirty perches; South six degrees West thirty eight perches; South thirty six and a half degrees West thirty six perches; South five degrees East ninety four perches to the seventeenth line of the whole tract and running with the lines thereof South eighty one degree West one hundred and twelve perches; South fifty three and a half degrees West forty six perches; South thirty nine degrees West one hundred and eight perches; North eighty two and a half degrees West thirty nine perches; North thirty four perches; North forty five degrees East one hundred and thirty one perches; North thirty one perches; then running across the whole tract North thirty seven degrees and a half degrees East one hundred and sixty seven perches; and then by a straight line to the place of beginning, which said described land contains two hundred and twelve acres, one half of which is intended to be conveyed. It being the parcel of land secondly described in a deed or indenture from William Shireliff and others to the within named William Carroll bearing date the seventh day of November eighteen hundred and thirty nine and recorded among the land records of Allegany County in Liber A.B. No. 4 & folio 99 & 100 7 101. Together with all the buildings and improvements thereon erected and all the rights, privileges, advantages and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues & profits thereto. To Have and To Hold the piece or parcel of ground first above described and the one undivided moiety of the parcel secondly above described and truly intended to be conveyed with the [illegible] and to the use of the said Greenbury B. Wilson, his heirs and assigns forever, free, clear and discharged from all estate & interest, at, for and in equity of the parties complainants and defendants in the cause hereinbefore referred to and of the parties referred to and of the parties hereto of the first & second parts and each of them therein or thereto.

In Witness Whereof, the said Joseph J. Speed, trustee as aforesaid, and Jacob Snively have hereunto subscribed their name and affixed their seals on the day and year first hereinbefore written.

Signed, sealed and delivered by Joseph J. Speed

in presence of (the word six erased and word seven
interlined between 2nd and 3rd line of 1st page)

Joseph J. Speed, Trustee {Seal}

Jacob Snively & Benjamin Bean Family History

Joseph Brock, Wm. Brotherton

Jacob Snively, Trustee {Seal}

State of Maryland, City of Baltimore, Sct: Be it remembered and it is hereby certified that on this second day of January in the year of our Lord, one thousand, eight hundred and forty seven before the subscribers, two Justices of the Peace of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Joseph J. Speed, he being known to us to be the person who is named and described as and professing to be the party of the first part to the foregoing indenture or instrument of writing and doth acknowledged the same to be his act and deed.

In Testimony whereof, we hereunto subscribe our names on the day and year aforesaid.

Joseph Brock,

Wm. N. Brotherton

State of Maryland, Baltimore County, Sct: I hereby certify that Joseph Brock and Thomas W. Brotherton gentlemen before whom the foregoing acknowledgement was made by Joseph J. Speed and who have subscribed their names to the certificate thereof were at the time of so doing two Justices of the Peace of the State of Maryland in and for the City of Baltimore, duly commissioned and sworn. In Testimony whereof, I hereto subscribe my name and affix the seal of Baltimore County Court this second day of January in the year eighteen hundred and forty seven.

A. H. Bradford, Clerk of the Baltimore County Court

State of Maryland, Washington County, Sct: Be it remembered and it is hereby certified that on this 9th day of January in the year of our Lord, one thousand, eight hundred and forty seven before the subscribers two Justices of the Peace of the State of Maryland, in and for Washington County aforesaid, personally appeared Jacob Snively , he being known to us to be the person who is named & described as and professing to be the party of the second part to the foregoing indenture or instrument of writing and acknowledged the same to be his act and deed.

In Testimony whereof, we hereunto subscribe our names on the day and year aforesaid.

E. C. Welles, J.P.

B. Pendleton, J.P.

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Will Book D, p. 651, 5/24/1847.

In the name of God, Amen. I Anthony Snyder being sick and weak in body but of sound and disposing mind, memory and understanding, being desirous to settle my worldly affairs that I may be prepared to leave this world when it shall please God to call me hence do 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 unto the hands of Almighty God and my body to the earth to be decently buried at the discretion of my executor hereinafter named and after my debts and funeral charges are paid, I give and bequeath as follows:

Item. I give and bequeath my female Negro slave Juliana to her husband, Janett Truman.

Item. I give and bequeath to my son James G. Snyder the sum of two hundred dollars.

Item. I give and bequeath to my beloved wife, Martha Ann Snyder, the sum of five hundred dollars, one bed and necessary bed furniture; also, my house and lot in Hancock for and during her lifetime and at her death the said house and lot to descend to my daughter, Mary Ann Snyder. I also give and bequeath to my said wife the carpet on my parlor floor, one table, one set chairs, one cow, one stove and one bureau.

Item. I give and bequeath to my daughter, Mary Ann Snyder, one bed and necessary bedding.

Item. I give and bequeath to the four infant children of my deceased daughter, Emily Strayer, one hundred dollars each.

Item. It is my will and desire that all the rest and residue of my real and personal estate be sold by my executor and the proceeds divided, share and share alike, as follows: that is to say, one eighth part to my son, John Snyder; one eighth to my daughter, Sally Litton; one eighth part to my son, Thomas Snyder; one eighth part to my son, Benjamin Snyder; one eighth part to my daughter, Eliza Rhind; one eighth part to my son, Washington Bell Snyder; one eighth part to my daughter, Mary Ann Snyder; and one eighth part to be retained in the hands of my executor for the use and benefit of my daughter-in-law Harriet Snyder, wife of my son Denton Snyder and to be paid to her from time to time in such sums as may be necessary for the support of herself and her two children, Francis and Charles Snyder.

Item. I do hereby constitute and appoint Solomon Helser my sole Executor of this my last will and testament.

Given under my hand and seal this twenty third day of April in the year of our Lord eighteen hundred and forty seven.

Signed in presence of

Anthony Snyder {Seal}

Peter Hull, J.P.

Jesse Blair, J.P.

Samuel Silvers

Maryland, Washington County, to wit: On the 4th day of May 1847 came Jesse Blair and on the 5th day of May 1847 came Samuel Silvers, two of the subscribing witnesses to the foregoing will of Anthony Snyder, late of Washington County, deceased, and severally made oath on the Holy Evangely of Almighty God that they did see the Testator within named sign and seal thie Will, that they heard him publish, pronounce and declare the same to be his Last Will and Testament; that at the time of his so doing he was to the best of their apprehensions of sound and disposing mind, memory and understanding; and that they subscribed their names as witnesses to this Will at the request and in the presence of the Testator, and in the presence of each other and that they saw Peter Hull, the other subscribing witness, do the same.

Sworn before the subscriber: Register of Wills for Washington County, Md. James Wason.

Maryland, Washington County, to wit: On the 11th day of May 1847 came Solomon Helser the Executor named in the foregoing Will of Anthony Snyder, late of Washington County, deceased, and mad oath on

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the Holy Evangely of Almighty God that this is the true and whole Will of the said deceased that has come to his sight or possession and that he does not know nor has he heard of any other. Sworn in open Court before the subscriber, Register of Wills for said county.

James Wason

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 2, p 565, 7/24/1847.

At the request of Jacob Snively, the following Bill of Sale was recorded July 24th, 1847.

Know all men by these presents, that I John Brosius of Washington County and State of Maryland, for and in consideration of the sum of nine hundred and nineteen dollars and eighty two cents, current money, to me in hand paid by Jacob Snively of the County and State aforesaid, at and before the sealing and delivery of these presents, the receipt whereof I the said John Brosius do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Jacob Snively, his executors, administrators and assigns, all the goods, household stuff, &c., as mentioned and expressed and contained in the Schedule hereunto annexed, all and singular which said goods and chattels are now remaining standing and being in a certain messuage or tenement, situate in Hancock in the County aforesaid, and now occupied by the said John Brosius. To Have and To Hold, all and singular the goods, household stuff, &c., and other the premises above bargained and sold or mentioned and intended so to be, to the said Jacob Snively, his executors, administrators and assigns forever, and I the said John Brosius for myself, my heirs, executors & administrators, all and singular the goods, furniture, &c., and other the premises, unto the said Jacob Snively, his executors, administrators and assigns, against me the said John Brosius, my executors and administrators and against all and every other person or persons whatever, shall and will warrant and forever defend by these presents, of all and singular which said goods, household stuff, furniture, &c., and other the premises. I the said John Brosius have put the said Jacob Snively in full possession by delivering to him the said Jacob Snively, one shoe of leather, at the sealing and delivery of these presents; in the name of the whole premises hereby bargained and sold, or mentioned and intended to be so unto him the said Jacob Snively as aforesaid. In Testimony whereof, I have set my hand and seal this 22nd day of July 1847.

Witness present: Ed. Wells, Arthur Blackwell

John Brosius {Seal}

Schedule: One hundred calf and kip skins in tan, three hundred & eighty sides of rough skirting in tan, forty sides upper leather, 5 beds, bedsteads and bedding, 1 dish, 1 bureau, 1 side board, 3 tables, 1 clock, 12 chairs, 1 cook stove, 3 tin plate stoves, 30 yards carpeting, 7 head of shoats & hogs, 1 horse.

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified that on this twenty third day of July in the year of our Lord, one thousand, eight hundred and forty seven, before the subscriber a Justice of the Peace of the State of Maryland, in and for Washington County aforesaid, personally appeared John Brosius, he being known to me to be the person who is named and described as, and professing to be, a party to the foregoing deed or indenture, and doth acknowledge the said indenture or instrument of writing, to be his act and deed. And at the same time and place also appeared before me Jacob Snively grantee in the said bill of sale named, and made oath that the consideration set forth in the said Bill of Sale is true and bona fide as therein set forth. In testimony whereof, I hereunto subscribe my name on the day and year aforesaid.

E. C. Wells, J.P.

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book IN 2, p 631, 6/15/1847.

At the request of Denton Oliver & Co. & others, the following Mortgage was recorded June 15th, 1847.

This Indenture, made this seventh day of June 1847, between Dawson Jones of Washington County in the State of Maryland, of the first part, and Denton Oliver & Co., James Cody and Jacob Snively of the second part. **Whereas** the aforesaid Dawson Jones owes and stands justly indebted to the aforesaid Denton Oliver & Co. in the sum of forty dollars, and also he the aforesaid Dawson Jones owes and stands indebted to the aforesaid James Cody in the sum of fifty dollars and also he the aforesaid Dawson Jones owes and stand indebted to the aforesaid Jacob Snively in the sum of forty dollars, and to secure the payment thereof is willing to execute these presents. Now this Indenture **Witnesseth** that the said Dawson Jones for and in consideration of the premises and of the sum of one dollar current money to him in hand paid by the aforesaid Denton Oliver & Co., James Cody and Jacob Snively, at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged, hath granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Denton Oliver & Co., James Cody and Jacob Snively, their executors, administrators and assigns, all and singular a certain Ferry flat or Boat and ferry skiff. To Have and To Hold, all and singular the said ferry Boat & skiff unto the said Denton Oliver & Co., James Cody and Jacob Snively, their executors, administrators and assigns, to their own use and behoof. **Provided** always and it is declared to be the true intent and meaning of these presents that if the said Dawson Jones do and shall well and truly pay or cause to be paid unto the said Denton Oliver & Co., James Cody and Jacob Snively, their executors, administrators or assigns the full sum of one hundred and thirty dollars with legal interest on the same, on or before the first day of November next ensuing, then and such case these presents and every matter and thing herein contained shall cease, determine and be utterly void to all intents and purposes, anything herein contained to the contrary notwithstanding. In testimony whereof, I have set my hand and affixed my seal.

Witness present: John D. Hart, N. McKinley

Dawson Jones {Seal}

State of Maryland, Washington County, to wit: Be it remembered that on this seventh day of June in the year of our Lord one thousand, eight hundred and forty seven, before me the subscriber, a Justice of the Peace of the said State, in and for the said County aforesaid, personally appeared Dawson Jones party to the within indenture, and acknowledged the said indenture to be his act and deed. At the same time personally appeared Jacob Snively, James Coudy and Denton Oliver of the firm of Denton Oliver and Co., and made oath on the Holy Evangely of Almighty God, that the said Dawson Jones party mortgagor in the within indenture, is justly and bona fide indebted to them the said Snively, and Oliver each in the sum of forty dollars, and to the said Coudy in sum of fifty dollars.

E. C. Wells, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 2, p 736, 8/14/1847.

At the request of Jacob Snively, the following Deed was recorded August 14th, 1847.

This Indenture, made this twenty seventh day of July in the year of our Lord, one thousand, eight hundred and forty seven, between James H. Bowles and Martha, his wife, of Washington County, in the State of Maryland, of the one part; and Jacob Snively of the said County and State of the other part. **Witnesseth**, That for and in consideration of the sum of eighty dollars, current money, by the said Jacob Snively to the said James H. Bowles and Martha, his wife, in hand paid at and before the sealing and delivery of these presents, the receipt of which they do hereby acknowledge, the said James H. Bowles and Martha, his wife, hath bargained and sold, aliened and enfeoffed, and by these presents doth give, grant, bargain and sell, align, enfeoff, release, convey and confirm unto the said Jacob Snively, his heirs and assigns, all that Lot and parcel of ground in "Bowles Addition to Hancock" known as Lot Number Four. Beginning on the West corner at the end of John Conrods lot and running East within the bounding of the Turnpike road sixty six feet; then North twenty perches; then West sixty six feet; then South twenty perches to the beginning, containing one half of an acre of ground, more or less. Together with all and singular the buildings, improvements, ways, waters, water courses, rights, members, privileges, advantages and appurtenances thereto belonging, or in any wise appertaining, and all the estate, right, title and interest, trust, property, claim and demand, whatsoever at law and in equity of them the said James H. Bowles and Martha, his wife, of in and to the same. To Have and To Hold the said herein described premises, with the appurtenances thereunto belonging unto the said Jacob Snively, his heirs and assigns, to the only proper use of the said Jacob Snively, his heirs and assigns forever. And also that they the said James H. Bowles and Martha, his wife, their heirs and assigns, the lot and parcel of ground and premises above described and herein mentioned to be granted, bargained and sold, with the appurtenances unto the said Jacob Snively, his heirs and assigns, shall and will warrant and forever defend by these presents against the claims of all persons whomsoever, claiming in any manner by, from under or in trust for the said James H. Bowles and Martha, his wife, or their heirs. In Testimony whereof, the said James H. Bowles and Martha, his wife, have hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered

in the presence of: Benj. Pendleton, E. C. Wells

J. H. Bowles {Seal}

Martha Bowles {Seal}

State of Maryland, Washington County, Sct.: Be it remembered and it is hereby certified that on this twenty seventh day of July in the year of our Lord, one thousand, eight hundred and forty seven, before the subscribers two Justices of the Peace of the State of Maryland in and for Washington County aforesaid, personally appears James H. Bowles and Martha, his wife, 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 Martha Bowles having signed and sealed said indenture before us, out of the presence and hearing of her husband, and the said Martha Bowles being by us examined out of the presence and hearing of her said husband whether she doth execute and acknowledge the same freely and voluntarily and without being induced to do so by fear or threat 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.

B. Pendleton, J.P. & E. C. Wells, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 2, p 768, 8/31/1847.

At the request of Jacob Snively, the following Deed was recorded August 31st, 1847.

This Indenture, made this thirty first day of August, in the year of our Lord one thousand, eight hundred and forty seven, between Daniel Weisel Trustee as hereinafter mentioned, of Washington county and State of Maryland, of the one part, and Jacob Snively of the same county and State, of the other part. Whereas by a Decree of Washington County Court as a Court of Equity, in Maryland, bearing date the ninth day of April in the year 1842 and passed in a cause therein then pending, No. 659, in which the said Jacob Snively and Jacob Firey were complainants, and Jacob Rowland and others, Defendants, the said Daniel Weisel was appointed Trustee and authorized and empowered to sell and dispose of the real estate mentioned in the Bill and other proceedings in said cause. And Whereas the said Daniel Weisel in pursuance of said Decree, did on the sixteenth day of June in the year 1842, sell and dispose of the real estate hereinafter mentioned and described, being part of the real estate of which Jonathan Rowland, late of said county & State, deceased, died seized at and for the sum of eight hundred and seventy five dollars. And whereas the said sale has been fully ratified by said Court and the purchase money paid and satisfied in full, and the said Daniel Weisel, as said Trustee, is authorized and empowered to execute a conveyance for the same. Now this Indenture Witnesseth that the said Daniel Weisel, Trustee as aforesaid in consideration of the above recited premises and of the said sum of eight hundred and seventy five dollars which has been fully paid and satisfied by the said Jacob Snively, the receipt whereof is hereby acknowledged and from which and every part thereof the said Daniel Weisel hereby releases and acquits the said Jacob Snively, his heirs, executors, administrators and sureties, and every of them, has granted, bargained, sold, released, aliened, enfeoffed and confirmed, and by these presents does grant, bargain, sell, release, alien, enfeoff and confirm unto the said Jacob Snively, his heirs and assigns forever, all that certain lot or portion of ground, situate in Washington County & State of Maryland, near the town of Hancock, being part of a tract of land called "Adventure." Beginning at a stake on the South side of the turnpike road near a basin of the Chesapeake and Ohio Canal and at the North West corner of a lot; part of said land sold to said Jonathan Rowland in his lifetime to Patrick McGinley and running thence along the South side of said turnpike road, N 77° W 6 perches to a stake; N 71¾° W 8 perches to a stake; S 30½° W 1 perch to a stake on the embankment of the Canal basin; and N 30½° E 12 perches from a stone planted for a Canal boundary; then with the edge of the water in the basin, S 49° E 9 perches; S 73° E 3 perches; thence N 77½° E 4 perches to a stake on the Western line of the aforesaid McGinley lot; then N 11° E 3 perches to the beginning, containing and laid out for fifty square perches of land, more or less, with a warehouse & other improvements therein; the same being lot distinguished as No. 1, in the Report of Sales of said Trustee filed in the proceedings as said cause, to which reference for greater certainty is here made, together with all the privileges, rights, advantages and appurtenances thereto belonging or in any wise appertaining. To Have and To Hold the said lot or portion of ground so described as foresaid, and premises, with every of the appurtenances to him the said Jacob Snively, his heirs and assigns forever, to his and their own use and behoof and to and for no other use, intention or purpose whatsoever. In Testimony whereof, the said Daniel Weisel has hereunto subscribed his name and affixed his seal, on the day and year first hereinbefore written.

Signed, sealed and delivered
in the presence of John D. Ridenour, Wm. H. Handey

Daniel Weisel {Seal}

State of Maryland, Washington County, to wit: Be it remembered that on this 31st day of August in the year of our Lord, one thousand, eight hundred and forty seven, personally appeared before us, the

Jacob Snively & Benjamin Bean Family History

subscribers, two Justices of the Peace, of the State of Maryland, in and for Washington county aforesaid, Daniel Weisel of said County, party grantor for the foregoing deed or instrument of writing, and who, we are satisfied of our own knowledge, is the same person, who is named and described as and professing to be the party grantor in said deed or instrument of writing, and acknowledged the same to be his act and deed, for the purposes therein mentioned and contained.

John D. Ridenour,

Wm. H. Handey

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book IN 2, p 802, 9/23/1847.

At the request of Benjamin Mitchell, the following Deed was recorded September 23rd, 1847.

Know all men by these presents, That Jacob Snively and Harriet, his wife, of the County of Washington & State of Maryland, for & in consideration of the sum of two hundred sixty dollars to them in hand paid by Benjamin Mitchell of the County & State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Benjamin Mitchell, his heirs and assigns forever, the following described premises and real estate situate, lying and being in the Town of Hancock, in the County aforesaid, to wit: Lot Number Eleven in Bent's Addition to said town, as designated upon the plat of said Town, and adjoining the property of James Garaghty and the heirs of T. J. Brent, and being the premises and real estate sold and conveyed to Casper Beerbower by William H. Fitzhugh, then Sheriff of the said County of Washington by deed bearing date May 11th, 1833, which said deed is duly recorded in the land records of said County in Liber O. O., folio 259, 260 & 261, and by the said Beerbower to the said Snively deed bearing date 11th day of August 1847. To have and to hold the above described premises with their appurtenances, structures and improvements thereon erected, to the said Mitchell and unto his heirs and assigns forever, and the said Jacob Snively and Harriet, his wife, covenant with the said Benjamin Mitchell, his heirs and assigns, that they are seized and possessed of the said premises in manner aforesaid, that the said premises are free and clear of and from all incumbrances whatever occasioned by any Act or deed done or suffered of to be done by them the said Jacob Snively & Harriet, his wife, or by reason of any liability incurred by debt due from him the said Snively, that they have good, right and lawful authority to sell and convey as aforesaid, all their right, title, interest and estate in and to the said premises, and that they will warrant and defend said premises with their appurtenances against all lawful claims and demands of all persons claiming and demanding by through or under them the said Jacob Snively & wife and their heirs, unto the said Benjamin Mitchell, his heirs and assigns forever. In testimony, whereof the said Jacob Snively & Harriet, his wife, have hereunto set their hands and seals this 20th September 1847.

Signed, sealed & delivered
in presence of B. Pendleton, E. C. Wells

J. Snively {Seal}
Harriet Snively {Seal}

State of Maryland, Washington County, to wit: Be it remembered, & it is hereby certified that on this 22nd day of September 1847, before the subscribers, two Justices of the Peace of the State of Maryland, in and for the County of Washington aforesaid, personally appeared Jacob Snively and Harriet Snively, his wife, they being known to us to be the persons who are named & described as, & 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 & deed. The said Harriet Snively having signed & sealed said indenture before us, out of the presence & hearing of her husband; and the said Harriet Snively being by us examined out of the presence & hearing of her said husband, whether she doth execute and acknowledge the same freely & voluntarily, and without being induced to do so by fear or threat of, or ill usage by her husband or by fear of his displeasure, declareth and saith that she doth. In testimony whereof, we hereunto subscribe our names, on the day and year aforesaid.

B. Pendleton, J.P.

E. C. Wells, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 3, p. 289, 3/30/1848.

At the request of Jacob Snively, the following Deed was recorded March 30th 1848.

Jacob Snively & Benjamin Bean Family History

This Indenture, made this seventh day of April in the year of our Lord, one thousand, eight hundred and forty seven, between Jacob Hutzel of Washington County and State of Maryland of the one part, and Jacob Snively of the County and State aforesaid of the other part. **Witnesseth**, that the said Jacob Hutzel for and in consideration of the sum of one hundred and thirty five dollars current money of the United States, to him the said Jacob Hutzel in hand paid by the said Jacob Snively at and before the sealing and delivery of these presents, the receipt whereof the said Jacob Hutzel doth hereby acknowledge, and, thereof doth release, acquit and discharge the said Jacob Snively, his heirs, executors and administrators by these presents, he the said Jacob Hutzel have granted, bargained, and sold, and by these presents do grant, bargain and sell unto the said Jacob Snively, his heirs and assigns forever, all that part of a tract of land called "Security" lying and being in the County and State aforesaid and beginning at the end of one hundred and thirty nine perches on the second line of "Security" at a stake near a large chestnut stump; thence running with the original the five following courses: South sixty seven degrees East fifty five perches to the end of the second line of "Security;" North thirty one perches to the sixth line of "Davis's Good Will;" thence running with "David's Good Will" South seventy degrees West twenty one perches; North thirty five degrees West eighty five perches to a stone; North eighty three degrees East thirty one perches to the end of the first line of Vinson Lanners deed and then with said deed reversed North five and a half degrees West eighty seven perches to the beginning of Vinson Lanners' deed; North sixty degrees West fifty one and a half perches to a marked white oak tree; then with a straight line to the place of the beginning, containing twenty three acres and ten perches of land, more or less, together with all and singular the buildings, improvements, ways, water, water courses, rights, members, privileges, advantages and appurtenances, whatsoever to the said premises hereby granted, thereto belonging, or in any wise appertaining. To Have and To Hold the said lands and premises hereby conveyed with the appurtenances thereunto belonging, unto the said Jacob Snively, his heirs and assigns, forever – to the only proper use and behoof of him the said Jacob Snively and his heirs and assigns forever. And the said Jacob Hutzel for him and his heirs doth hereby covenant, grant, promise and agree to and with the said Jacob Snively his heirs and assigns, that he the said Jacob Hutzel and his heirs, the said tract of land and premises hereby granted and sold, and every part and parcel thereof with the appurtenances thereunto belonging, to the said Jacob Snively and assigns against him the said Jacob Hutzel and his heirs and against all and every person or persons whatsoever, shall and will warrant and forever defend. And the said Jacob Hutzel for him and for his heirs, doth hereby further covenant, grant, promise and agree to and with the said Jacob Snively and his heirs and assigns, that he the said Jacob Hutzel and his heirs, shall and will, at all times hereafter, whenever required thereto, by the said Jacob Snively his heirs, at the proper cost and expense of the said Jacob Hutzel his heirs or assigns, make, do, execute and acknowledge all and every such further assurance or assurances, deed or deeds, conveyance or conveyances, in the law, as he the said Jacob Snively his heirs and assigns, or his or their Counsel learned in the law, may or shall advise, devise or require, for the more effectual assuring, conveying and quieting the possession of the said Jacob Hutzel his heirs and assigns of, in and to the said tract of land and premises, with the appurtenances forever. In Witness whereof, the said Jacob Hutzel have hereunto subscribed his name and affixed his seal the day and year above written.

Signed, sealed and delivered
in the presence of

Wm. H. Miller, Lewis Fletcher

Jacob Hutzel {Seal}

State of Maryland, Washington County, to wit: Be it remembered and it is hereby certified that on this seventh day of April in the year of our Lord one thousand, eight hundred and forty seven, before the

Jacob Snively & Benjamin Bean Family History

subscribers, two Justices of the Peace, of the State of Maryland, in and for Washington County aforesaid, personally appeared Jacob Hutzel, he being known to us to be the person who is named and described as, and professing to be, a party to the foregoing deed or indenture, and doth acknowledge the said indenture or instrument of writing to be his act and deed. In testimony whereof, we hereunto subscribe our names on the day and year aforesaid.

Wm. H. Miller, Lewis Fletcher

Allegany County Courthouse, Cumberland, MD, Deed Book 2, p. 775, 6/27/1848.

At the request of John G. Reamy, the following Deed was recorded June 27th 1848.

This Indenture, made this ninth day of January in the year of our Lord, one thousand, eight hundred and forty seven between Joseph J. Speed of the City and County of Baltimore in the State of Maryland, Trustee as hereinafter named of the first part, Jacob Snively of Washington County in the State of Maryland aforesaid of the second part and John G. Reamy of the City of Baltimore of said [State] of the third or other part. **Whereas** in a cause lately depending in the high Court of Chancery of Maryland wherein William Carroll and others were complaints, and Thomas Woodhouse Stevens was defendant, it was on the eleventh day of April eighteen hundred and forty five by Theodorick Bean, Chancellor and by the authority of the said Court adjudged, ordered and decreed that the undivided moiety [$\frac{1}{2}$] of land in the proceedings in said cause mentioned, theretofore sold to the said defendant be sold for the purpose of discharging the respective claims of the complainant, as stated in said proceedings with interest and cost of suit, that Joseph J. Speed above named be and he was thereby appointed Trustee to make the said sale in the name and upon the terms specified in said decree. **And Whereas** the said Jacob Snively at the date of the decree aforesaid held, and now hold, the other undivided moiety of and in the land the aforesaid proceedings mentioned under and by virtue of the deed of trust to him therein referenced to. **And Whereas**, the said Joseph J. Speed, Trustee as aforesaid, after filing the bond, and giving the public notice required by said decree did on the twenty-fourth day of November last past at the Exchange in the City of Baltimore aforesaid, set up and exposed to sale by public auction, (the said Jacob Snively who had the other moiety as aforesaid uniting therein) the piece or parcel of land and premises hereinafter described with the appurtenances being a part of the land so as aforesaid, devised to be sold at which said sale the above named John G. Reamy, being the highest bidder therefore became the purchaser thereof at and for the sum of forty nine dollars and fifty cents, which said sum has been paid by the said John G. Reamy to the said Joseph J. Speed as aforesaid and to the said Jacob Snively in equal portions; the sale made by the said Joseph J. Speed, Trustee as aforesaid, under the decree above mentioned having been by him reported to and finally ratified and confirmed by the Court of Chancery aforesaid, as will fully appear by reference to the Records thereof. Now this Indenture, **Witness**, that for and in consideration of the above recited premises and of the sum of one dollar lawful money to the parties hereto of the first and second parts paid by the party of the third part to these presents, at or before the sealing and delivery thereof, the receipt whereof is hereby acknowledged, the said Joseph J. Speed, trustee as aforesaid, hath by virtue and in pursuance of the power and authority vested in him by the decree hereinbefore referred to granted, bargained, sold and conveyed and by these presents doth by virtue and in pursuance of such power and authority grant, bargain, sell and convey and the said Jacob Snively, as trustee under the deed of trust hereinbefore referred to and according to his estate and interest in the premises hath granted, bargained, sold and conveyed and doth grant, bargain, sell, convey and release unto the said John G. Reamy his heirs and assigns, all that piece or parcel of land situate and lying in Allegany County in the State of Maryland aforesaid being part of a tract of land called "Pleasant Vale," patented to George Mann of the City of Annapolis which is described as follows, that is to say: **Beginning** for the same at a forked bounded white oak tree standing on a Sharp Ridge making from the North side of Town Hill to Fifteen Mile Creek and about eighteen perches East of Terrapins Run, it being the beginning tree of said tract called "Pleasant Vale" and running thence with the lines of said tract North sixty degrees East forty two perches to a white oak tree marked with four notches; North forty degrees East one hundred and eight perches to a white oak marked with five notches; North eighty three degrees and a half East twenty-two perches to a black oak marked with six notches; North thirty eight degrees East seventy two perches and a half to a white oak

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marked with seven notches; North fifty degrees West one hundred and twenty perches; and then by a straight line to the beginning, containing ninety nine acres more or less (which said parcel of land was conveyed to William Carroll in fee by Apallas Bracket and wife by indenture dated the 13th day of September 1836 and recorded among the land records of Allegany County aforesaid in liber AB No. T, folio 94 & 6) together with all the buildings and improvements thereon erected and all the right, privileges, advantages and appurtenances thereunto belonging or in any wise appertaining and the reversions and remainders, rents, issues and profits thereof. To Have and To Hold the piece or parcel of land and premises above described and hereby intended to be conveyed with the appurtenances unto and to the use of the said John G. Reamy his heirs and assigns forever and that face clear and discharged from all estate and interest at law and in equity of the parties complainant and defendants in the cause hereinbefore referred to and of the parties hereto of the first and second parts and each of them therein or thereto.

In Witness whereof, the said Joseph J. Speed trustee as aforesaid & Jacob Snively have hereunto subscribed their names and affixed their seals on the day and year first herein written.

Signed, sealed and delivered Joseph J. Speed {Seal}

by Joseph J. Speed in the presence of J. Snively, Trustee {Seal}

On the first page, the word six erased and seven interlined.

Joseph Brock, T. W. Brotherton

Signed, sealed and delivered by Jacob Snively in presence of E. C. Wells, B. Pendleton

State of Maryland, City of Baltimore, Sct: Be it remembered and it is hereby certified that on the fifteenth day of January in the year of our Lord, one thousand, eight hundred and forty seven, before the subscribers two Justices of the Peace of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Joseph J. Speed, he being known to us to be the person who is named and described as and professing to be the party of the first part of the foregoing indenture or instrument of writing and acknowledged the same to be his act and deed. In Testimony whereof, we hereunto subscribe our names on the day and year aforesaid.

Joseph Brock,

T. W. Brotherton

State of Maryland, Baltimore County, Sct: I hereby certify that [the] gentlemen before whom the foregoing acknowledgement was made and who have thereto signed their names were at the time of so doing Justices of the Peace of the State of Maryland in and for the City of Baltimore duly commissioned and sworn. In testimony whereof, I hereunto subscribe my name and affix the seal of Baltimore County Court this day of in the year eighteen hundred and forty six.

State of Maryland, Washington County, Sct: Be it remembered and it is hereby certified that on this ninth day of January in the year of our Lord, one thousand, eight hundred and forty seven before the subscribers two justices of the Peace of the State of Maryland, in and for Washington County aforesaid, personally appeared Jacob Snively, he being known to us to be the person who is named and described as and professing to be the party of the second part to the foregoing Indenture or instrument of writing and acknowledged the same to be his act and deed.

In Testimony whereof, we hereunto subscribe our names on the day and year aforesaid.

E. C. Wells, J.P.

B. Pendleton, J.P.

State of Maryland, Washington County, Sct: I hereby certify that E. C. Wells & Benjamin Pendleton, Gentlemen before whom the foregoing acknowledgement of Jacob Snively was made and by whom the

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certificate thereof is signed were at the time of so doing Justices of the Peace of the State of Maryland in and for Washington County as aforesaid, duly commissioned and sworn. In Testimony whereof, I hereunto subscribe my name and affix the seal of Washington County Court this twelfth day of January in the year eighteen hundred and forty seven. Isaac Nesbitt,
Clerk

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 3, p. 648, 7/28/1848.

At the request of Jacob Snively, the following Deed was recorded July 28th 1848.

Know all men by these presents, That Casper Beerbower and Christina, his wife, of the County of Marion and State of Ohio, for and in consideration of the sum of two hundred and fifty dollars to them secured to be paid by Jacob Snively of the County of Washington and State of Maryland, the receipt of which is hereby acknowledged, have given, granted, bargained & sold and by these presents do give, grant, bargain, sell, release, convey and confirm unto the said Jacob Snively and unto his heirs and assigns forever the following described premises and Real Estate situate, laying and being in the Town of Hancock in said County of Washington in the State of Maryland, to wit Lot Number Eleven (11) in "Brent's Addition" to said Town of Hancock as designated upon the plat of said Town and adjoining the property of the heirs of John McClelland and T. C. Brent and being the same premises and Real Estate sold and conveyed to said Beerbower by Wm. H. Fitzhugh then Sheriff of the said County of Washington, be deed bearing date May 11, A.D. 1833, which said deed is duly entered of record in the Land Records of said Washington County in Liber OO, folio 259, 260 and 261. To Have and To Hold the above described premises with their appurtenances, structures and improvements thereon to the said Jacob Snively and unto his heirs and assigns forever. And the said Casper Beerbower and Christina, his wife, covenant with the said Jacob Snively his heirs and assigns that they are seized and possessed of the said premises in manner aforesaid. That the said premises are free and clear of and from all incumbrances whatever occasioned by any act or deed done or suffered to be done by them the said Beerbower and wife or by reason of any liability incurred by or debt due from him the said Beerbower. That they have good right and lawful authority to sell and convey as aforesaid, all their right, title, interest and estate in and to the said premises. And that they will warrant and defend said premises with their appurtenances against all lawful claims and demands of all persons claiming and demanding by, through or under them the said Beerbower and wife and their heirs, unto the said Jacob Snively his heirs and assigns forever. In Testimony whereof, the said Casper Beerbower and Christina, his wife, have hereunto set their hands and seals this eleventh day of August in the year of our Lord, one thousand, eight hundred and forty seven.

Casper Beerbower {Seal}

her

Christiana X Beerbower {Seal}

mark

Executed and delivered

in presence of

Jos. J. Williams, W. B. Disbro

The State of Ohio, Marion County, to wit: On this 11th day of August A.D. 1847, before me the subscriber, one of the Associate Judges of the Court of Common Pleas for the County aforesaid, personally appeared Casper Beerbower and Christina Beerbower, his wife, who the subscriber is satisfied of his own knowledge are the persons who are named and described as, and profess to be the grantors in the within indenture or conveyance, and acknowledge the same to be their act and deed for the purposes therein mentioned. And the said Christina Beerbower, wife of the said Casper Beerbower, did sign, seal and execute the said instrument of writing in my presence and out of the presence of her said husband. And the said Christina, wife of the said Casper, being by me privately examined apart from and out of the presence and hearing of her said 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 said husband or fear of his displeasure, acknowledges and declares that she doth make her said acknowledgements thereof willingly and freely, and without being induced thereto by fear or threats of, of ill usage by her said husband, or by fear of his displeasure.

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Acknowledged before and certified by Joseph J. Williams, Associate Judge of Marion Common Pleas.

The State of Ohio, Marion County, Sct: I, William L. Kendrick, Clerk of the Court of Common Pleas within and for said County of Marion hereby certify, that Joseph J. Williams, Esq., before whom the foregoing deed purports to have been acknowledged, was at the time of taking and certifying the said acknowledgement, and now is, one of the Associate Judges of the Court of Common Pleas, within and for the said County of Marion, duly commissioned and confirmed and fully authorized to take the acknowledgement of deeds and other instruments of writing and that his signature subscribed to the certificate of said acknowledgement is genuine.

In Testimony whereof, I hereto subscribe my name and affix the seal of said Court of Marion in said County, this twelfth day of August, Anno Domino 1847.

Wm. L. Kendrick, Clerk, Marion Common Pleas.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 3, p. 876, 12/19/1848.

At the request of Jacob Snively, the following Bill of Sale was recorded Dec. 19th 1848.

This Indenture, made this thirteenth day of December in the year of our Lord, one thousand, eight hundred and forty eight, between Henry Becker of Washington County in the State of Maryland of the one part, and Jacob Snively of the aforesaid State & County of the other part. Whereas the aforesaid Henry Becker owes and stands justly in debt to the said Jacob Snively in the sum of two hundred and seventy five dollars, current money, and to secure the payment thereof is willing to execute these presents. Now this Indenture **Witnesseth** that the said Henry Becker for and in consideration of the premises and of the sum of one dollar current money to him in hand by the said Jacob Snively at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath granted, bargained and sold, and by these presents do grant, bargain & sell unto the said Jacob Snively, his executors, administrators and assigns, all and singular the goods, chattels &c., lying and being in part in a tenement in said County & State aforesaid and now occupied by the said Becker that is to say: 2 feather beds, bedding and bedsteads, 1 wash stand, bowl & pitcher, 4 looking glasses, 4 calico window blinds, 2 pair brass andirons, 1 pair shovel & tongs, 1 Lounge, 2 large tables, 1 clock, lot of glass ware, 3 waiters, 2 toilet stands, 13 chairs, lot parlor carpet, lot rag carpet, 1 wash basin & pitcher, 7 brass candlesticks, 5 chambers, 5 common tables, 1 safe, 10 dishes, 3 dozen plates, 3 sets teas, 1½ sets knives & forks, 1 castor, 1 cook stove, 3 straw beds, bedding & bedsteads, 6 decanters, 1 hand saw, 4 axes, 1 drawing knife, 2 cows, 2 yearling cattle, 8 shoats, 1 sow, 2 horses, 1 wagon, 2 sets of harness, 1 shovel plough, 1 bar shear plough, 1 cutting box, 1 wind mill, 1 wash kettle, 1 grindstone, 1 scythe, 17 acres of grain in the ground and one third of 14 acres of rye in the ground, 1 pair steelyards. To Have and To Hold all and singular the said goods, household stuff and furniture, and the grain and other the premises above bargained and sold or mentioned and intended so to be, to the said Jacob Snively his executors, administrators and assigns forever, and I the said Henry Becker for myself, my heirs, executors and administrators all and singular the said goods, chattels, household stuff and grain and other the premises unto the said Jacob Snively, his executors, administrators and assigns against me the said Henry Becker, my executors and administrators, and against all and every other person or persons whatsoever, shall & will warrant and forever defend by these presents of all and singular which said goods, household stuff, furniture, &c. and other the premises, I the said Henry Becker have put the said Jacob Snively in full possession by delivering to him the said Jacob Snively, one table knife at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold or mentioned and intended to be so, unto him the said Jacob Snively as aforesaid. In Witness whereof, I have set my hand and affixed my seal.

Witness present.

Henry Becker {Seal}

A. C. Blackman, David E. Price

State of Maryland, Washington County, to wit: Be it remembered that on this fifteenth day of December in the year of our Lord, one thousand, eight hundred and forty eight, personally appeared Henry Becker, before me the subscriber a Justice of the Peace in and for the said County and acknowledged the signing, sealing and delivering the foregoing indenture to be his act and deed. And at the same time personally appeared Jacob Snively and made oath on the Holy Evangely of Almighty God that Henry Becker is justly and bona fide indebted to him in the sum named and set forth in the foregoing indenture. Taken, acknowledged and sworn before me.

Davis E. Price, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 4, p. 83, 3/22/1849.

At the request of Richmond Gregory, the following Deed was recorded March 22, 1849.

This Indenture, made this sixteenth day of March in the year of our Lord, one thousand, eight hundred and forty eight, between Horace Resley and Sarah Isabel, his wife, of Allegany County and State of Maryland of the one part, and Richmond Gregory of Washington County and State of Maryland of the other part. **Witnesseth**, that for and in consideration of the sum of two thousand dollars current money by the said Richmond Gregory to the said Horace Resley and Sarah Isabel, his wife, in hand paid at and before the sealing and delivery of these presents, the receipt of which they the said parties of the first part doth hereby acknowledge, the said Horace Resley and Sarah Isabel, his wife, hath bargained and sold, aliened and enfeoffed and by these presents do give, grant, bargain and sell, alien, enfeoff, release, convey and confirm unto the said Richmond Gregory his heirs and assigns, a house and half lot of ground, well of water excepted, but of which said well of water said Gregory, his heirs and assigns, are to have the use of, lying and being in the Town of Hancock, Washington County, Maryland, being the West half of said lot known and distinguished as Lot Number twenty-four, as laid down in the plat of said Town, together with all and singular the buildings, improvements, ways, privileges, advantages and appurtenances thereto belonging, or in any wise appertaining, which house and lot was conveyed by deed bearing date the eighteenth day of January, eighteen hundred and forty three from John Johnston of Washington County, Maryland to Horace Resley aforesaid, and also five feet and a half of ground being a part of the lot held and occupied by Isabella Johnson, facing the Main Street of Hancock Town and running back three hundred and thirty three feet to High Street, and also a House and Lot, lying in the Town of Hancock, Washington County, Maryland, the said lot being called "Twenty-five" contained within the following courses and distances, beginning on the North side of the Main Street in Hancock, at the Southwest corner of Lot Number twenty-four, it being also the Southeast corner of said Lot Number twenty-five and running thence Westward along the said North side of Main Street North eighty [degrees] West thirty three feet; thence running parallel with the Western line of Lot Number twenty-four North ten degrees East three hundred and thirty three feet to a street [High Street] and with it South eighty degrees East thirty three feet to the Northwest corner of Lot twenty-four (24) aforesaid, then by a straight line to the place of beginning, containing and now laid out for forty square perches, more or less, which said House and Lot called "Twenty-five" was conveyed by patent from the State of Maryland to the said Horace Resley, together with all and singular, the buildings, improvements, ways, rights, privileges, advantages and appurtenances thereunto belonging or in any wise appertaining and all the estate, right, title and interest, trust, property, claim and demand whatsoever at law and in equity of them the said Horace Resley and Sarah Isabel, his wife, of, in and to the same. And they the said Horace Resley and Sarah Isabel, his wife, their heirs and assigns, the tracts and parcels of land and premises above described and herein mentioned to be granted, bargained and sold with the appurtenances, unto the said Richmond Gregory, his heirs and assigns, shall and will warrant and forever defend, by these presents, against the claims of all persons whomsoever. To Have and To Hold the said herein described premises with the appurtenances thereto belonging, unto the said Richmond Gregory, his heirs and assigns, to the only proper use of the said Richmond Gregory, his heirs and assigns, forever. In Testimony whereof, the said Horace Resley and Sarah Isabel, his wife, have hereunto set their hands and seals, on the day and year first above written.

Signed, sealed and delivered
in the presence of
Wm. Taylor, H. H. Ainsworth

H. Resley {Seal}
Sara Isabel Resley {Seal}

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The words “well of water excepted, but of which said well of water, said Gregory, his heirs & assigns are to have the use of” were inserted before acknowledgement. The word “and” on the nineteenth line of the first page was inserted before acknowledgement.

State of Maryland, Allegany County, Sct: Be it remembered and it is hereby certified, that on this 16th day of March in the year of our Lord, one thousand, eight hundred and forty nine, before the subscribers, two Justices of the Peace of Maryland, in and for Allegany County aforesaid, personally appeared Horace Resley and Sarah Isabel, his wife, 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 Sarah Isabel having signed and sealed said indenture before us, out of the presence and hearing of her husband, and the said Sarah Isabel being by us examined out of the presence and hearing of her said husband, whether she doth execute and acknowledge the same freely and voluntarily and without being induced to do so by fear or threat of or ill usage by her husband, or the fear of his displeasure, declared and saith that she doth.

In Testimony whereof, we hereunto subscribe our names on the say and year aforesaid.

Wm. Taylor,

H. H. Ainesworth

State of Maryland, Allegany County, Sct: I hereby certify that Wm. Taylor and H. H. Ainesworth gentlemen before whom the annexed acknowledgements were made and who have thereto subscribed their names, were at the time of so doing two Justices of the Peace of the State of Maryland, in and for Allegany County, duly commissioned and sworn.

In Testimony whereof, I herewith subscribe my name and affix the seal of Allegany County Court, this 16th day of March 1849.

Henry Bruce

Clerk of Allegany County Court.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 4, p. 246, 5/3/1849.

At the request of Jacob Snively, the following Deed was recorded May 5th 1849.

This Indenture, made this 23rd day of May in the year of our Lord, one thousand, eight hundred and forty nine, between Warford Mann, Executor, of John H. Mann, of Washington County, of the one part, and Jacob Snively of the same place, of the other part. **Witnesseth**, that the said Warford Mann, for and in consideration of the sum of two hundred dollars, lawful money, in hand paid by the said Jacob to the said Warford, at and before the dealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath given, bargained, sold and conveyed, and by these presents doth give, bargain, sell and convey unto the said Jacob Snively, all that certain part of a tract of land in said County, called "Stockdale" which was conveyed by John Johnson to Samuel Pool, by deed bearing date 5th day of February in the year of our Lord 1839, and recorded among the land records of Washington County in deed book WW, Liber 226,227 & 228, containing by metes and bounds, therein more particularly set forth, two hundred and ten acres, more or less, excepting therefrom as not included in the conveyance, about eighty six acres and one hundred and eighteen perches, part of the aforesaid tract which was conveyed by Samuel Pool to David Mann by deed dated 3rd day of May in the year 1848 and now deposited in the Clerk's Office of said County for record among the land records aforesaid, said which said part, exception from and not included in this conveyance, is particularly described by metes and bounds, in the deed last aforesaid. The said Warford Mann, Executor as aforesaid having obtained a judgment against the said Pool, in an action of Ejectment in Washington County Court, for the part hereby conveyed at November term of said court, in the year 1840, together with all and singular the appurtenances thereunto belonging, or in any way appertaining. To Have and To Hold the said premises herein and hereby conveyed, together with the appurtenances, to the said Jacob Snively, his heirs and assigns, forever, to his and their only proper use and behoof. And the said Warford Mann doth covenant and agree to and with the said Jacob Snively, that the said Warford, his heirs, executors and administrators, the tract and parcel of land above conveyed with the appurtenances, unto the said Jacob Snively his heirs and assigns, shall and will warrant and forever defend by these presents against all persons claiming in any manner by, from or under him. In Witness whereof, the said Warford Mann has hereunto put his hand and seal on the day and year first herein above written.

Signed, sealed and delivered

Warford Mann {Seal}

in the presence of

D. E. Price, Thomas Clingan

State to Maryland, Washington County, Sct: Be it remembered, and it is hereby certified, that on this 2nd day of May in the year of our Lord, eighteen hundred and forty nine, before the subscribers, two Justices of the Peace, of the State of Maryland, in and for Washington County, aforesaid, personally appeared Warford Mann, Executor of John H. Mann, deceased, he being known to us to be the person who is named and described as, and professing to be a party to the foregoing deed or indenture, and doth acknowledge the said indenture or instrument of writing, to be his act and deed. In testimony whereof, we hereunto subscribe our names on the day and year aforesaid.

David E. Price, J.P. Thomas Clingan, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 4, p. 500, 8/5/1849.

At the request of James Simmons, the following Deed was recorded Sept. 5th 1849.

This Indenture, made this 25th day of June 1849 between Jacob Snively & Harriet, his wife, of Washington County & State of Maryland, of the one part, and James Simmons of the said County & State aforesaid, of the other part. **Witnesseth**, that for and in consideration of the sum of one hundred and fifty dollars, current money, by the said James Simmons to the said Jacob Snively and Harriet, his wife, in hand paid at and before the sealing and delivery of these presents, the receipt of which they doth hereby acknowledge and themselves to be therewith fully satisfied, contented and paid, the said Jacob Snively & his wife Harriet hath bargained and sold, aliened and enfeoffed, and by these presents doth give, grant, bargain and sell, alien, enfeoff, release, convey and confirm unto the said James Simmons, his heirs and assigns, all that tract or parcel of land lying in Washington County, Maryland, it being a part of the tract of land called "Elton's Right" included within the following metes and bounds, to wit: beginning at a stone now planted at the end of 11-6/10 perches on the third line of the tract or parcel of land that was conveyed by Hezekiah Wade and wife to the Chesapeake and Ohio Canal Company by deed bearing date the 21st day of November 1837, and conveyed by the said Chesapeake and Ohio Canal Company to the said Jacob Snively by deed bearing date 28th day of April 1845, which will more fully appear by reference to said deed it being recorded in one of the land records of the county aforesaid in Liber IN 1, folios 144, 145 & 146, and running thence with the said line to end thereof; South 47½ degrees West 18-7/10 perches; thence South 64 degrees West 6-3/10 perches; thence South 34½° East 8 perches to a stone now planted on or near the Northwestern bank of a ditch on the berm side of the Chesapeake and Ohio Canal; thence North 50° East 24½ perches to a stone; North 16° East 1-4/10 perches to a stone by the corner of a stable; North 41½° West 6 perches to the beginning, containing and now laid out for one acre and ten square perches, of land, to the same, more or less, with the privileges and restrictions that was conferred by the Chesapeake & Ohio Canal Company to the said Jacob Snively, which will more fully appear by reference to said deed. To Have and To Hold the said grantors land and premises subject to the terms, conditions and restrictions as expressed in the deed from the said Chesapeake and Ohio Canal Co. to the said Jacob Snively, unto the said James Simmons, his heirs and assigns forever, and the said Jacob Snively & Harriet, his wife, doth covenant and agree to and with the said James Simmons his heirs and assigns forever, to warrant and forever defend the said land and premises subject as aforesaid unto him the said James Simmons and all persona claiming or to claim the same or any part thereof or interest therein. In Testimony whereof, the said parties of the first part has set his hand and seal.

Signed, sealed & delivered

in presence of

David E. Price, David Fortney

J. Snively {Seal}

Harriet Snively {Seal}

State of Maryland, Washington County, to wit: Be it remembered and it is hereby certified that on this twenty sixth day of June, in the year of our Lord one thousand, eight hundred and forty nine, before the subscribers, two Justices of the Peace of the State of Maryland, in and for Washington County, aforesaid, personally appeared Jacob Snively and Harriet Snively, his wife, and 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 to severally acknowledge the said indenture or instrument of writing to be their respective act and deed, the said Harriet Snively having signed and sealed said indenture before us, out of the presence and hearing of her husband, and the said Harriet Snively being by us examined out of the presence of her said husband, "whether she doth execute and acknowledge the same freely and

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voluntarily, and without being induced to do so by fear or threat 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.

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

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 4, p. 625, 11/30/1849.

At the request of Alexander Kenner, the following Deed was recorded November 30th 1849.

This Indenture, made this thirtieth day of October 1849, between Jacob Snively & Harriet, his wife, of the first part, and Alexander Kenner, of the second part, both of Washington County and State of Maryland. **Witnesseth**, that for and in consideration of the sum of two hundred dollars in hand paid by the said Alexander Kenner to the said Jacob Snively, at and before the sealing, signing and delivery of these presents, the receipt whereof the said Jacob Snively & Harriet, his wife, doth hereby acknowledge and themselves to be fully contented and paid and they do grant, bargain and sell, release and convey to the said Alexander Kenner, his heirs and assigns forever, all the following lots or parcels of land lying in "Brent's Addition to Hancock," Washington County, Maryland and distinguished in the plat of said Addition as lots Number twenty seven and twenty eight, containing one acre of land, which said lots was conveyed by George Brent, Executor of T. C. Brent by deed bearing date the 20th May 1839 and recorded in the land records of said County in Liber UU, folios 342 & 343 to the said Jacob Snively, which will more fully appear by reference thereto, with all the houses, buildings and other advantages and appurtenances whatsoever to said premises hereby granted or in any part thereof, or in any wise belonging or appertaining thereto. To Have and To Hold the said lots and premises hereby conveyed, all and singular other the premises hereby granted and every part and parcel thereof, with their and every of their appurtenances unto the said Alexander Kenner, his heirs, executors, administrators and assigns forever, to the only proper use and behoof of him the said Jacob Snively & Harriet, his wife, and of their heirs and assigns forever. In Witness whereof, the parties of the first part hath hereunto subscribed their names and affixed their seals.

Signed, sealed and delivered,
in presence of
David E. Price, David Fortney

J. Snively {Seal}
Harriet Snively {Seal}

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified, that on this thirteenth day of October in the year of our Lord, one thousand, eight hundred and forty nine, before the subscribers, two Justices of the Peace, of the State of Maryland, in and for Washington County, aforesaid, personally appeared Jacob Snively and Harriet Snively, his wife, they being known to us, to be the persons who are named and described as, and professing to be, the parties of 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 Harriet Snively having signed and sealed said indenture before us, out of the presence and hearing of her husband, and the said Harriet Snively being by us examined out of the presence and hearing of her said husband, "whether she doth execute and acknowledge the same freely and voluntarily and without being induced to do so by fear or threat of, or ill usage by her husband, or by fear if his displeasure," declared and saith that she doth. In Testimony whereof, we hereunto subscribe our names, on the day and in the year aforesaid.

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

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 4, p. 810, 3/25/1850.

At the request of David Neill, the following Deed was recorded March 25th 1850.

This Indenture, made this 12th day of March in the year of our Lord, eighteen hundred and fifty, between Jacob Snively & Harriet Snively, his wife, George W. Clabaugh & Emily H. Clabaugh, his wife, of the first part, and David Neill of the other part. **Witnesseth**, that the said Jacob Snively & Harriet Snively, his wife, George W. Clabaugh & Emily H. Clabaugh, his wife, for and in consideration of the sum of one hundred dollars to them in hand paid by the said David Neill at and before the sealing & delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, sold and confirmed, and by these presents doth grant, sell and confirm unto the said David Neill, his heirs or assigns, a certain tract or parcel of land lying and situate in "Brent's Addition to Hancock," in Washington County and State of Maryland, known and designated on the plat of said Addition to Hancock as Lots Number eight and nine, bounded on the South by High Street, East by the school house lot owned by David Neill, on the West and North by the said David Neill, fronting on High Street, one hundred and thirty two feet, and running back twenty rods, and containing one acre, being the same lot or parcel of land the said Snively & Clabaugh purchased from Philip P. Fitzpatrick and recorded in the land records of Washington County in Liber ZZ, folio 556 & 557 which will more fully appear by reference thereto, and all the buildings, ways, waters, water courses, with all and singular the appurtenances whatsoever thereunto belonging, or in any wise attached. To Have and To Hold. the said lands and premises hereby granted and confirmed and all and singular the premises hereby granted with all their appurtenances, unto the said David Neill, his heirs and assigns forever, to the only proper use and behoof of him the said David Neill his heirs and assigns forever. And the said Jacob Snively & Harriet, his wife, and George W. Clabaugh & Emily H., his wife, for themselves, their heirs, executors, administrators or assigns, doth grant, covenant, promise and agree, to and with the said David Neill, his heirs and assigns, by these presents, that they the said Jacob Snively & Harriet, his wife, and George W. Clabaugh & Emily H., his wife, hath not done any act, matter or thing whatsoever, whereby the premises hereby granted or any part thereof is, are or shall or may be impeached, charges or encumbered in title, charge, estate or otherwise soever. In Witness whereof the parties of the first part, hath hereunto subscribed their names and affixed their seals.

Signed, sealed & delivered	J. Snively {Seal}	Harriet Snively {Seal}
in presence of	G. W. Clabaugh {Seal}	Emily H. Clabaugh {Seal}

David E. Price, David Fortney

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby confirmed that on this twelfth day of March in the year of our Lord, one thousand, eight hundred and fifty, before the subscribers, two Justices of the Peace of the State of Maryland, in and for Washington County aforesaid, personally appeared Jacob Snively & Harriet Snively, his wife, George W. Clabaugh & Emily H. Clabaugh, his wife, 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 did severally acknowledge the said indenture or instrument of writing, to be their respective act and deed. The said Harriet Snively and Emily H. Clabaugh having signed and sealed said indenture before us, out of the presence and hearing of their respective husbands, and the said Harriet Snively and Emily H. Clabaugh being by us examined out of the presence and hearing of their said husbands, whether they doth execute and acknowledge the same freely and voluntarily and without being induced to be so by fear or threats of, or ill usage by their husbands, or by fear of their displeasure, declareth and saith, that they doth. In Testimony whereof, we hereunto subscribe our names, on the day and in the year aforesaid.

Jacob Snively & Benjamin Bean Family History

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

Washington County Courthouse, Hagerstown, MD, Deed Book IN 5, p. 185, 6/4/1850.

At the request of Jacob Snively, the following Deed was recorded June 4th 1850.

This Indenture, made this tenth day of April in the year of our Lord, one thousand, eight hundred and fifty, between John Gardenhour, Executor of the Last Will and Testament of Jacob Gardenhour, late of Washington County and State of Maryland, deceased, of the one part, and Jacob Snively of the County and State aforesaid, of the other part. **Witnesseth**, that whereas the said Jacob Gardenhour, deceased, by his Last Will and Testament bearing date on the twentieth day of May in the year of our Lord, one thousand, eight hundred and forty four, and recorded in the Office of the Register of Wills, in Washington County, as will appear by reference thereto being had, did authorize and empower John Gardenhour, his Executor, to dispose of and convey his estate for the purposes expressed in his said Will. Now this Indenture **Witnesseth**, that the said John Gardenhour, executor as aforesaid, as well by virtue of the power and authority to him given as aforesaid, as in consideration of the sum of eight thousand, one hundred and fifty one dollars and twenty one cents, to him in hand paid by the said Jacob Snively, the receipt whereof he doth hereby acknowledge, hath granted, bargained and sold, and doth hereby, in said capacity, grant, bargain and sell, convey and confirm unto him the said Jacob Snively, his heirs and assigns forever, all that tract or parcel of land situate, lying and being in the County and State aforesaid, it being part of a tract of land called "Hunting the Hare," part of a tract called "Abstous Forest," part of "Mount Pleasant" and part of "Cartenover's Sugar Camp;" which contained within the following metes and bounds, courses and distances, to wit: Beginning to include the several parcels hereby conveyed in one entire tract, at a large stone it being the original beginning of "Hunting the Hare" and running thence North seventy four degrees East thirty seven perches; South thirty five degrees East fifteen perches to a stone on the East bank of Antietam Creek; thence North seventy three degrees East eighty seven and one half perches to a stone; North eighty two and one half degrees East fifty perches to a stone a corner of John Sisler's land; thence North two and one half degrees East twenty seven perches and seven tenths of a perch to the West bank of said Antietam Creek; thence up with the meanders thereof North seventy one degrees East twenty eight perches and three tenths of a perch; North eighty four degrees East eight perches and two tenths of a perch; South eighty four and one half degrees East twelve perches and nine tenths of a perch; North fifty four degrees East two perches and eight tenths of a perch; North thirty one and one quarter degrees East six perches; North seven degrees East six perches; North thirteen and one half degrees West thirteen perches and two tenths of a perch to the lands of Henry Rohrback; thence South seventy & one half degrees West twenty three and one half perches; South sixty eight degrees West twelve perches and nine tenths of a perch; South sixty one and a half degrees West twenty eight perches and nine tenths of a perch to a locust post; South fifteen degrees East seven perches and six tenths of a perch to a locust post; South seventy six and three quarter degrees West eighteen perches and six tenths of a perch; South seventy nine and one half degrees West seven perches and nine tenths of a perch; South seventy nine degrees West eighteen perches and two tenths of a perch to a stone planted by the side of a Walnut Stump; thence North eighty six and one half degrees West fourteen perches to a stone; North twenty five and a half degrees West ten perches; North seventeen and one half degrees West twelve perches; North eleven and a half degrees West twenty five perches; North seven and three degrees West twenty eight perches and nine tenths of a perch; North eighteen and one half degrees West seven perches; North seven degrees West three perches and eight tenths of a perch; South eighty three degrees West thirty perches and five tenths of a perch; South thirty one degrees West three perches and two tenths of a perch; South eighty nine and a quarter degrees West forty four perches and seven tenths of a perch; South nineteen and a quarter degrees West fifty one perches and six tenths of a perch; North fifty four degrees

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West eighteen perches; North sixty four degrees West forty perches and seven tenths of a perch; South twenty four and one half degrees West sixty five perches into the Public Road leading from Sharpsburg to the Forge; thence along said road South twenty seven degrees East forty perches; then leaving said Road South eighty three degrees East five perches and six tenths of a perch to a stone; thence South nine and a quarter degrees West forty four perches; thence South eighty degrees East ten perches and four tenths of a perch to a stone; North seventeen and three quarter degrees East fourteen perches to a marked black oak tree; North forty six and one half degrees East thirty perches; North thirty nine degrees East twenty one perches and six tenths of a perch; South fifty three and a half degrees East nineteen perches to the place of the beginning, containing one hundred and thirty eight acres and one sixteenth of an acre of land. To Have and To Hold the same with all the privileges and appurtenances thereunto belonging to him the said Jacob Snively, his heirs and assigns, forever; and the said John Gardenhour doth hereby, in the capacity aforesaid, covenant with the said Jacob Snively, his heirs and assigns, that the said Jacob Gardenhour died seized of the premises; that he the said John Gardenhour was duly authorized by the said Will to make sale thereof and that it was sold for the purposes therein expressed; that he gave public notice thereof, and that the said Jacob Snively was the highest bidder for the said premises, and that the same was struck off thereupon to him for the sum of fifty nine dollars and four cents per acre, at a public sale or Vendue held in Sharpsburg, County & State aforesaid on the 26th day of February 1848. And the said John Gardenhour doth further, in the capacity aforesaid, covenant to and with Jacob Snively, his heirs and assigns, that the premises are free of all incumbrances, and that he the said John Gardenhour will warrant, secure and defend the same to him the said Jacob Snively, his heirs and assigns, against the lawful claims and demands of all persons. In testimony whereof, the said John Gardenhour hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Signed, sealed and delivered
in the presence of
Jeremiah Kuhn, Martin Eakle

John Gardenhour {Seal}

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

Jeremiah Kuhn, J.P. Martin Eakle, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 5, p. 342, 10/10/1850.

At the request of Jacob Snively, the following Deed was recorded October 10th 1850.

This Indenture, made this fifteenth day of June in the year of our Lord, one thousand, eight hundred and fifty, between Daniel South, Sheriff of Washington County of the one part, and Jacob Snively of the same County of the other part. **Witnesseth**, Whereas on the 15th day of February eighteen hundred and forty nine, a certain writ of the State of Maryland of *feri facias* did issue forth out of Washington County Court to the said Sheriff of Washington County directed, reciting that whereas at a County Court begun and held at Hagerstown in said County of the 4th Monday of March, one thousand, eight hundred and forty eight a certain David Neill by judgment of the said Court recovered against a certain Henry Becher, Warford Mann and Jacob Snively late of Washington County yeoman as well the sum of three hundred dollars current money a certain debt as also the sum of six hundred dollars current money for his damages which he had sustained as well by reason of the detention of that debt as for his costs and charges by him about his suit in that behalf laid out and expanded, whereas the said Henry, Warford & Jacob are convict as it appears of record. The said Sheriff was therefore commanded by said writ, that of the goods and chattels and tenements of the said Henry Becher, Warford Mann & Jacob Snively being in his bailiwick he should cause to be made and levied, the debt, damages, costs and charges aforesaid and that he should have those sums of money before the said County Court of Washington County to be held at Hagerstown on the 4th Monday of March 1849, to render unto the said David Neill the debt, damages, costs and charges aforesaid. And whereas also the said Writ came to the hands of the said Sheriff and in furtherance of the command therein contained the said Sheriff laid the same upon a tract or parcel of land of him the said Henry Becher called and known by the name of Mount Pleasant lying and being situated near Hancock in Washington County aforesaid, and adjoining lands of John H. Mann heirs and others. The said tract now levied on being a part the whole tract known as The Resurvey on the tract of land aforesaid called Mount Pleasant and beginning to include this part of said tract at the end of one hundred and fifty perches on the fourth line of the original tract called Mount Pleasant and running thence with the original line South twenty one & one fourth degrees West six perches; then South eighteen & one fourth degrees West ninety nine perches; then South sixty five & one fourth degrees East two hundred and twenty eight and one half perches; then North eighteen & one half degrees East one hundred and five perches; and then by a straight line to the beginning, containing one hundred & fifty acres of land, more or less, and being the same land described in a deed of conveyance from a certain Benjamin, John and Samuel Oliver to David Neill as recorded in Liber UU, folio 708, one of the land record Books of Washington County, to which refer. And whereas also after due notice being given of the same the said Sheriff did on the twelfth day of January, one thousand, eight hundred and forty nine in the streets of Hancock in said County expose to public sale to the highest bidder the said part of a tract of land herein described and there at the hereinbefore named Jacob Snively became the highest bidder and purchaser of the said hereinbefore described part of a tract of land for the sum of three hundred and seventy five dollars and hath since paid the purchase money to the said Sheriff and is now desirous of obtaining a title to the said described tract or part of a tract of land aforesaid in consequence thereof. Now this Indenture Witnesseth that for and in consideration of the premises and of the sum of three dollars to the said Daniel South, Sheriff as aforesaid in hand paid at of before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said Daniel South, Sheriff as aforesaid, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Jacob Snively, his heirs and assigns, the said part of a tract of land hereinbefore described so as aforesaid taken on the Writ of *feri facias* aforesaid and so as aforesaid expressed to sale in virtue of said writ and sold as aforesaid, with the improvements and

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appurtenances thereunto belonging. To Have and To Hold the said part of a tract of land and the appurtenances unto the said Jacob Snively, his heirs and assigns, to the only proper use and behoof of him the said Jacob Snively, his heirs and assigns, forever. In Witness whereof, the said Daniel South, Sheriff as aforesaid, hath hereunto set his hand and affixed his seal the day and year first hereinbefore written.

Signed, sealed and delivered

Daniel South, Sheriff {Seal}

in the presence of

William McK Keppler, Horatio N. Harne

State of Maryland, Washington County, to wit: Be it remembered and it is hereby certified, that on this 15th day of June 1850, before us the subscribers, two Justices of the Peace of the State of Maryland, in and for Washington County, personally appeared Daniel South, Sheriff of said County, he being known to us to be the person named and described as the party grantor in the preceding Deed or Indenture, and acknowledged the said instrument of writing to be his act and deed for the purposes therein mentioned. In testimony whereof, we hereunto subscribe our names on the day and year aforesaid.

William McK Keppler, Horatio N. Harne

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Allegany County Courthouse, Cumberland, MD, Deed Book 7, p. 518, 8/25/1851.

At the request of Jacob Snively, the following Mortgage was recorded August 25th 1851.

This Indenture, made this eighteenth day of August in the year of our Lord, one thousand, eight hundred and fifty one, between Michael Piles of Allegany County and State of Maryland, of the one part, and Jacob Snively of Washington County and State of Maryland, of the other part. Whereas the said Michael Piles was and stands justly indebted to the said Jacob Snively in the sum of one hundred and eighty dollars and sixty eight cents current money and to secure the payment thereof is willing to execute these presents. Now this Indenture **Witnesseth** that the said Michael Piles for and in consideration of the premises and of the sum of five dollars current money to him in hand paid by the said Jacob Snively at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Jacob Snively his executors, administrators and assigns all and singular the property hereinafter particularly mentioned and expressed, that is to say: three head of horses, three sets of gear, one wagon and one horse bucket. To Have and To Hold all and singular the said horses, gears, wagon and horse bucket, unto the said Jacob Snively, his executors, administrators and assigns, to his and their own use and behoof, provided always and it is declared to be the true intent and meaning of these presents that if the said Michael Piles do and shall well and truly pay or caused to be paid unto the said Jacob Snively, his heirs, executors, administrators or assigns the full sum of one hundred and eighty dollars and sixty eight cents current money with legal interest for the same on or before the first day of January next, then and in such case these presents and every matter and thing herein contained, shall cease, determine and be utterly void to all intents and purposes anything herein contained to the contrary notwithstanding and the said Jacob Snively himself agrees with the said Michael Piles that if he pays to him the said sum of one hundred & eighty dollars and sixty eight cents on or before the first day of January next and the said Michael Piles, his executors and administrators all and singular the said horses, gears, wagon and bucket by these presents granted, bargained and sold, and every part thereof unto the said Jacob Snively, his executors, administrators and assigns against him the said Michael Piles, his executors and administrators and against all and every other person or persons, whatsoever shall and will warrant and defend by these presents. In Testimony whereof, the said Michael Price has hereunto set his hand and seal the day and year first within written.

Signed, sealed and declared in presence of
Arthur Blackwell

Michael Price {Seal}

State of Maryland, Washington County: Be it remembered and it is hereby certified that on this 18th day of August 1851, before me the subscriber one of the Justices of the Peace of the State of Maryland in and for Washington County, personally appeared Michael Piles and doth acknowledge the said indenture or instrument of writing to be his act and deed. In Testimony whereof, I have hereunto subscribed my name on the day and year aforesaid.

Arthur Blackwell, J.P.

On this eighteenth day of August in the year of our Lord, one thousand, eight hundred and fifty one, before me the subscriber, one of the Justices of the Peace of the State of Maryland in and for Washington County personally appeared Jacob Snively and made oath on the Holy Evangelical of Almighty God, that Michael Piles is justly indebted unto him the said Jacob Snively the sum of one hundred and eighty dollars and sixty eight [cents].

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Sworn before me:

Arthur Blackwell, J.P.

Washington County, to wit: I hereby certify, that Arthur Blackwell, Gentleman before whom the foregoing acknowledgement and affidavit were made, and who hath thereunto subscribed his name was at the time of so doing, one of the Justices of the Peace of the State of Maryland, in ands for the County aforesaid, duly commissioned and sworn.

In Testimony whereof, I hereunto subscribe my name and affix the Seal of Washington County Court, this 21sy day of August, A.D. 1851.

Isaac Nesbitt, Clerk.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 6, p. 227, 10/11/1851.

At the request of Jacob Snively, the following Deed was recorded October 11th 1851.

Know all men by these presents, that we Thomas Bryan and Catharine Bryan, his wife, late Catharine Baxter, of the County of Washington & State of Maryland of the one part, and Jacob Snively of the same County and State of the other part. **Witnesseth**, that for and in consideration of the sum of twenty five dollars by the said Jacob Snively to the said Thomas Bryan & Catharine, his wife, in hand paid at and before the sealing of these presents, the receipt whereof is hereby acknowledged by the said Thomas Bryan & Catharine, his wife, to be fully paid and satisfied, the said Thomas Bryan & Catharine, his wife, hath bargained and sold, aliened and enfeoffed and by these presents doth grant, bargain and sell, alien, enfeoff, release and convey and confirm unto the said Jacob Snively his heirs and assigns all the interest of his former wife Elsa and his the said Thomas & Catharine, his wife, in and to a tract of land, lying and being in the County & State aforesaid, lately owned and known as the property of William W. Baxter, they the said Elsa & Catharine being children of the said William W. Baxter at his decease, containing three hundred acres more or less adjoining lands with Patrick McEvay, William Hoffman and Boyd; together with all and singular the buildings and improvements, ways, water courses, rights, members and privileges thereto belonging or in any wise appertaining both in law and in equity of them the said Thomas Bryan and Catharine, his wife, of, in and to the same. To Have and To Hold the said herein described premises with the appurtenances thereunto belonging unto the said Jacob Snively his heirs and assigns, to the only proper use of the said Jacob Snively his heirs and assigns forever in fee simple. In Testimony whereof, the said Thomas Bryan and Catharine, his wife, hereunto set their hands and seal this fourth day of June 1851.

Signed, sealed & delivered	Thomas X Bryan {Seal}	his	Catharine X Bryan {Seal}	her
in presence of	mark		mark	
David E. Price, Arthur Blackwell				

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified, that on this fourth day of June, in the year of our Lord, one thousand, eight hundred and fifty one, before the subscribers, two Justices of the Peace of the State of Maryland, in and for Washington County aforesaid, personally appeared Thomas Bryan and Catharine Bryan, his wife, 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 Catharine Bryan, having signed and sealed said indenture before us, out of the presence and hearing of her husband and the said Catharine Bryan being by us examined out of the presence and hearing of her said husband, whether she 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.

David E. Price, J.P., Arthur Blackwell, J.P.

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Washington County Courthouse, Hagerstown, MD, Will Book E, p. 151, 6/8/1852.

I, Arthur Blackwell of Washington County, State of Maryland, being of sound and disposing mind, memory and understanding, do therefore make and publish this my last will and testament, as follows, that is to say: First, I commit my soul unto the hands of Almighty God, and my body to the earth, to be decently buried, and after my debts, and funeral expenses are paid by my Executor hereinafter named.

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

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

I will & bequeath my wife Margaret aforesaid all my silverware.

I will and bequeath unto my wife Margaret, a Bond I hold against Charles Hinton of Fauquier County, Virginia, amounting to about four hundred and fifty seven dollars, be the same more or less.

I will & devise unto my wife Margaret aforesaid, five hundred dollars.

I will and devise unto Virginia C. Snively five hundred dollars.

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

And lastly, I do hereby constitute and appoint Jacob Snively to be my sole Executor, of this my last will and testament, revoking and annulling all former wills by me heretofore made, satisfying and confirming, this, and none other, to be my last will and testament.

In testimony whereof, I have hereunto set my hand and affixed my seal this 15th day of March, in the year of our Lord, one thousand, eight hundred and fifty two.

Arthur Blackwell {Seal}

Signed, sealed, published and declared, by Arthur Blackwell, the above named Testator, as and for his last will and testament, in the presence of us, who at his request, in his presence & the presence of each other, have subscribed our names as witnesses thereto.

H. Snider, Samuel Rinehart, Bernard Graves

Maryland, Washington County, to wit; On this 8th day of June 1852, came Samuel Rhinehart and Banner Graves, two of the subscribing witness to the foregoing last will and testament of Arthur Blackwell, late of Washington County aforesaid, deceased, and severally made oath on the Holy Evangely of Almighty God, that they did see the testator named in this will sign and seal the same; that they heard him publish, pronounce and declare the same to be his last will and testament; that at the time of so doing, he was to the best of their apprehension of sound and disposing mind, memory and understanding; and that they together with Henry Snider, the other subscribing witness to this will, in the presence, and at the request of the Testator, and in the presence of each other.

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

James Wason

Maryland, Washington County, to wit: On this 8th day of June 1852, came Jacob Snively, Executor named in the foregoing last will and testament of Arthur Blackwell, deceased, and made oath on the Holy Evangely of Almighty God, that this is the true and whole will of the said Arthur Blackwell, deceased, that has come to his hand and possession, and that he doth not know, nor has he heard of any other.

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

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 6, p. 388, 11/28/1851.

At the request of Henry Wells, the following Deed was recorded November 28th 1851.

This Indenture, made this tenth day of June in the year of our Lord, one thousand, eight hundred and fifty one between Daniel South, Sheriff of Washington County of the one part and Henry Wells of the same County, of the other part. **Witnesseth**, Whereas on the 8th day of February 1849, a certain writ of the State of Maryland of *Fieri Facias* did issue forth out of the County Court to the said Sheriff of Washington County directed, reciting, that, Whereas, at a County Court began and held ay Hagerstown in said County on the fourth Monday of March in the year of our Lord, one thousand, eight hundred and twenty six, a certain Henry Wells by judgment of the same Court recovered against a certain Benjamin Bean, Garnishee of George Sweitzer, late of Washington County, yeoman, as well the sum of one hundred and thirty four dollars and seventy cents, a certain debt with interest from the fifth day of April 1826 till paid as the sum of five dollars, eighty seven & one-third cents for his costs and charges by him about his suit in that behalf laid out and expended, whereof the said Benjamin Bean, Garnishee as aforesaid, is convict as it appears of record. And whereas at a county court begun and held at Hagerstown in and for said county on the third Monday of November in the year of our Lord, one thousand, eight hundred and thirty six, it was considered by the said Court that the said Henry Wells should have his execution against the said Benjamin Bean, Garnishee as aforesaid, as well for the debt interest, costs and charges aforesaid, as for the sum of nine dollars and twenty-three cents by the said Court adjudged unto him the said Henry Wells for his costs and charges by him sustained by reason of the delay of the execution of the judgment aforesaid, whereof the said Benjamin Bean, Garnishee as aforesaid, is again convict as of record is manifest. And whereas the said Benjamin since the rendition of the judgment aforesaid is deceased to wit: at the Court aforesaid. And whereas also at a County Court begun and held at Hagerstown in and for said County on the fourth Monday of November in the year of our Lord, one thousand, eight hundred and forty eight, it was considered by the said Court that the said Henry Wells should have his execution against a certain Minerva Bean wife of Benjamin Bean, deceased, and Edward M. Bean, Mary Bean, Ellen Bean, Francis Bean and Charles F. Bean, children and heirs at law of the said Benjamin for the debt, interest, costs and charges aforesaid, by the said Court adjudged unto him the said Henry Wells by him sustained by reason of the delay of the execution of the judgment aforesaid whereof the said Minerva, wife as aforesaid, and Edward M., Mary, Ellen, Francis and Charles F. Bean are convict as aforesaid is manifest. And whereas at the said Court begun and held last as aforesaid it was considered by the said Court that the said Henry Wells should also have his execution against a certain Martha Snyder, tenement of the said Benjamin, late of said County, deceased, for as well the debt interest, cost and charges aforesaid, as for the sum of fifteen dollars and three cents by the said Court adjudged unto him the said Henry Wells for his costs and charges by him sustained by reason of the delay of execution of the judgement aforesaid, whereof the said Martha Snyder is convict as of record is manifest to be levied of the following lands and tenements which the said Benjamin, deceased as aforesaid, at the time of the rendition of the judgement first aforesaid, was seized in his demises as of the fee to wit a certain house and lot in the Town of Hancock situate, lying and being in the County aforesaid and which was devised to said Martha by the last will and testament of Anthony Snyder, late of said County, deceased, and in the possession of the said Martha and of which she was returned tenant, the said Sheriff was therefore commanded on that of the lands & tenements of the said Benjamin Bean, deceased, and of the said Minerva Bean, wife of, and Edward M. Bean, Mary Bean, Ellen Bean, Francis Bean & Charles F. Bean, children and heirs at law of the said Bean, and of the said Martha Snyder, devises of Anthony Snyder, deceased, being in his bailiwick he should cause to be made and levied the debt, damages, costs and

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charges aforesaid, and that he should have those sums of money before the said county court as aforesaid & that the said Sheriff should also have then and there that writ. And whereas also the said writ came to the hands of the said Sheriff and in pursuance of the command therein contained, the said Sheriff laid the same upon the following described property, to wit: upon all the rights, titles and interest, claim and demand at law and in equity of the said Benjamin Bean, deceased, and of his said heirs of, in and to a two-story weather boarded Tavern house situate in the village of Hancock in the County aforesaid with the buildings & improvements thereunto attached & belonging said property being about [132] feet in front on Cumberland [Main] Street and running back to High Street. Also, one two-story frame house, with lot annexed thereto, adjoining property of Jos. Graves on the East, & the Methodist Episcopal Church on the West, with the appurtenances thereunto belonging. And whereas also after due notice being given of the same, the said Sheriff did on the 9th day of June in the year of our Lord, one thousand, eight hundred and forty nine expose the said described property so as aforesaid taken in execution on the said writ to public sale to the highest bidder and there at the hereinbefore named Henry Wells became the highest bidder and purchaser of the said rights, &c., &c., in & to the said first mentioned and described property with the appurtenances thereunto belonging at and for the sum of forty dollars, current money, and of the said rights &c., &c., in & to the said last mentioned and described property with the appurtenances thereunto belonging at and for the sum of seventy five dollars, current money, and hath since paid the Sheriff the said purchase money and is now desirous of obtaining a title to the said mentioned & described property in consequence thereof. Now this Indenture **Witnesseth** that for and in consideration of the premises & of the further sum of five dollars to the said Daniel South, Sheriff as aforesaid, in hand paid at or before the sealing & delivery of these presents, the receipt whereof is hereby acknowledged, the said Daniel South, Sheriff, as aforesaid, hath granted, bargained & sold and by these presents doth grant, bargain and sell unto him the said Henry Wells, his heirs and assigns, the before mentioned and described property so as aforesaid taken on the writ of *feri facias* aforesaid and so aforesaid exposed to sale in virtue of the said writ of *feri facias* with the appurtenances thereunto belonging. To Have and To Hold the said described property with the appurtenances unto the said Henry Wells, his heirs and assigns, and to the only property use and behoof of him the said Henry Wells, his heirs and assigns, forever. In Witness whereof, the said Daniel South, Sheriff as aforesaid hath hereunto set his hand and affixed his seal the day and year first hereinbefore written.

Signed, sealed and delivered

Daniel South, Sheriff {Seal}

in the presence of Wm. McK. Keppler, H. N. Harne

State of Maryland, Washington County, to wit: On this tenth day of July 1851 before the subscribers, two Justices of the Peace of the State of Maryland, in and for Washington County aforesaid, personally appeared Daniel South, Sheriff, he being known to us to be the person who is named and described as and professing to be a party to the foregoing deed or Indenture and doth acknowledge the said Indenture or instrument of writing to be his act and deed. In testimony whereof, we hereunto subscribe our names on the day and year aforesaid.

Wm. McK. Keppler,

H. N. Harne

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 6, p. 700, 4/30/1852.

At the request of Priscilla McFerren & George Thomas, the following Deed was recorded April 30th 1852.

This Indenture, made this seventh day of January, in the year of our Lord, one thousand, eight hundred and fifty two, between Jacob Snively, Trustee as hereinafter mentioned, of Washington County and State of Maryland, of the one part, and Priscilla McFerren & George Thomas of the County and State aforesaid, of the other part. Whereas by a decree of Washington County Court sitting as a Court of Equity, bearing date the eighteenth day of May in the year one thousand, eight hundred and forty one, and passed in a cause therein then pending, wherein James Watt, Edmond Parrott, Arthur Blackwell, George Brent and others, are complainants, and Henry Sweitzer, Jacob Sweitzer, John Golden and Catharine, his wife, and others are Defendants and numbered five hundred and one on the docket of said Court, the said Jacob Snively was appointed Trustee and authorized and empowered to sell and dispose of the real estate mentioned in the Bill and other proceedings in said cause. And whereas the said Jacob Snively, Trustee as aforesaid, in pursuance of said Decree, did on the second day of October in the year eighteen hundred and forty one, sell and dispose of the real estate hereinafter mentioned and described, being a parcel and tract of land, situate, lying and being in Washington County, at and for the sum of two thousand, nine hundred and six dollars. And whereas the said sale has been fully ratified by said Court, and the purchase money paid and satisfied in full, and the said Jacob Snively authorized and empowered to execute a conveyance for the same. Now this Indenture **Witnesseth**, that the said Jacob Snively, Trustee as aforesaid, in consideration of the above recited premises, and of the said sum of two thousand, nine hundred and six dollars, which has been fully paid and satisfied by the said Priscilla McFerren and George Thomas, the receipt whereof is hereby acknowledged, and from which and every part thereof the said Jacob Snively, Trustee as aforesaid, doth hereby release and acquit the said Priscilla McFerren and George Thomas, their heirs, executors, administrators and sureties, and every one of them, hath granted, bargained, sold, released, aligned, enfeoffed and confirmed, and by these presents doth grant, bargain, sell, release, alien, enfeoff and confirm unto the said Priscilla McFerren and George Thomas their heirs and assigns forever, all the said parcel or tract of land, situate, lying and being in Washington County aforesaid, and being composed of part of two tracts of land, the one called "Polk's Meadow" and the other called "Caledonia" or "Dalecarlia." Beginning at a white oak tree, being a boundary of a tract of land called "Tonoloway Creek," and running thence down and with a creek called Little Tonoloway North thirty one degrees East nineteen perches; North eighty two and a half degrees East sixty four perches; North fifteen and a half degrees West twenty five perches to a boundary tree of a tract of land called "Polk's Meadow;" thence North one and a half degrees West forty eight perches; North twenty degrees East fifty two perches; North three and a half degrees East thirty eight perches; South sixty seven & a half degrees East sixty seven perches; South seventy five degrees East seventy perches; South twenty nine degrees West forty six perches; South twenty degrees West twenty four perches; South thirty seven degrees West fifty four perches; South five degrees East thirty six perches; South twelve degrees West seven perches; South thirty four degrees West forty six perches; North thirty eight and a half degrees West twenty one perches; North seventy three degrees West sixty perches, West ninety five perches; North sixty seven degrees East forty one perches to the beginning, containing one hundred and forty three acres and one hundred and thirty six perches of land more or less; together with all the privileges, rights, advantages and appurtenances thereto belonging or in any wise appertaining. To Have and To Hold the said parcel or tract of land and premises, with every of the appurtenances to the said Priscilla McFerren and George Thomas their heirs and assigns forever, to their own use and behoof, and to and for no other

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use, intent or purpose whatsoever. In Testimony whereof, the said Jacob Snively, Trustee as aforesaid, hath hereunto subscribed his name and affixed his seal, on the day and year first hereinbefore written.

Signed, sealed and delivered

J. Snively {Seal}

in the presence of

Arthur Blackwell, David E. Price

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified, that on this seventh day of January in the year of our Lord, one thousand, eight hundred and fifty two, personally appeared before us, the subscribers, two of the Justices of the Peace of the State of Maryland, in and for Washington County aforesaid, Jacob Snively, Trustee aforesaid, party grantor to the foregoing deed or instrument of writing, and who we are satisfied of our own knowledge is the same person who is named and described as and professing to be the party grantor in said deed or instrument of writing, and acknowledged the same to be his act and deed for the purposes therein mentioned and contained. As witness our hands this day above mentioned. Arthur Blackwell, J.P. David E. Price, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 8, p. 102, 9/6/1853.

At the request of Lloyd H. Barton, the following Deed was recorded September 6th 1853.

This Indenture, made this twentieth day of August in the year of our Lord, one thousand, eight hundred and fifty three, between Henry Wells and Sarah Wells, his wife, of Washington County and State of Maryland, on the one part, and Lloyd H. Barton of the County and State aforesaid, of the other part. **Witnesseth**, that the said Henry Wells and Sarah Wells, his wife, for and in consideration of the sum of eighty dollars current money of the United States, to him the said Henry Wells in hand paid by the said Lloyd H. Barton at and before the sealing and delivery of these presents, the receipt whereof the said Henry Wells doth hereby acknowledge, and thereof doth release, acquit and discharge the said Lloyd H. Barton, his heirs, executors and administrators by these presents, they the said Henry Wells and Sarah Wells, his wife, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Lloyd H. Barton, his heirs and assigns, all their right, title, interest and demand in and to a certain house and lot, situate, lying and being in the Town or village of Hancock in Washington County and the State of Maryland, the said lot measuring 132 feet fronting on Cumberland [Main] Street, and extending back to High Street, and being lot Number _____ on the plan of said Town or village, and bounded on the East by the lot of the heirs of Samuel J. Gregory, deceased, and on the West by the lot of the heirs of John Hunter, deceased, it being the same property that was formerly occupied by Benjamin Bean, deceased, as a Tavern, and is now used and occupied by the said Lloyd H. Barton for the same purpose, and it being also the same property in which the interest of said Benjamin Bean and of his heirs, was conveyed by Daniel South, late Sheriff of Washington County, unto the said Henry Wells by deed bearing date on the tenth day of June in the year of our Lord, one thousand, eight hundred and fifty one, and recorded among the land records of Washington County in Liber I.N. Number Six, folio 388,389 and 390, together with all and singular the buildings, improvements, ways, waters, water-courses, rights, members, privileges, advantages and appurtenances whatsoever, to the said premises hereby granted, thereto belonging, or in any wise appertaining. To Have and To Hold said interest in the land and premises, hereby conveyed, with the appurtenances thereto belonging, unto the said Lloyd H. Barton, heirs and assigns forever, to the only proper use and behoof of the said Lloyd H. Barton and of his heirs and assigns forever. And the said Henry Wells and Sarah Wells, his wife, for themselves and for their heirs do hereby covenant, grant, promise and agree, to and with the said Lloyd H. Barton his heirs and assigns, that they the said Henry Wells and Sarah Wells, his wife, and their heirs, their said interest in the said lot of ground and premises, hereby granted, bargained and sold, and every part thereof, with the appurtenances thereunto belonging, to the said Lloyd H. Barton his heirs and assigns, against them the said Henry Wells and Sarah Wells, his wife, and their heirs and against all and every person or persons whatsoever, shall and will warrant and forever defend. And the said Henry Wells and Sarah Wells, his wife, for themselves and for their heirs, do hereby further covenant, grant, promise and agree, to and with the said Lloyd H. Barton and his heirs and assigns, that they the said Henry Wells and Sarah Wells, his wife and their heirs, shall and will, at all times hereafter, whenever required thereto by the said Lloyd H. Barton or his heirs or assigns, at the proper cost and expense of the said Lloyd H. Barton or his heirs or assigns, make, do, execute and acknowledge all and every such further assurance or assurances, deed or deeds, conveyance or conveyances, in the law, as he the said Lloyd H. Barton or his heirs and assigns, or his or then Counsel, learned in the law, may or shall advise, devise or require, for the more effectual assuring, conveying and quieting the possession of the said Lloyd H. Barton, his heirs or assigns of, in and to their said interest in the said lot, ground and premises, with the appurtenances forever. In Witness whereof, the said Henry

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

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

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

Signed, sealed and delivered
in presence of
David E. Price, David Fortney

J. Snively {Seal}

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

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

Acknowledged before,

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

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 9, p 134, 6/9/1854.

At the request of Horace Resley, and others, the following Deed was recorded June 9th 1854.

This Indenture, made this third day of May in the year of our Lord, eighteen hundred and fifty four, between Michael Piles and Charity, his wife, of Fulton County, State of Pennsylvania of the first part and Mary Resley, Minerva Bean, James Resley, Catharine Resley, Cora A. Resley, Joseph Rowland & Rebecca S. Rowland, his wife, of Washington County, State of Maryland and Horace Resley of Allegany County, State of Maryland of the second part. **Witnesseth**, that the said parties of the first part for and in consideration of the sum of thirty dollars current money to them in hand paid by the said parties of the second part, before the sealing and delivery of these presents, hath granted, bargained and sold, aliened and enfeoffed and by these presents doth grant, bargain and sell alien, enfeoff, release, convey and confirm unto the said parties of the second part their heirs and assigns, all their right, interest, claim and demand both in law and in equity of, in and to the following part or parcel of land lying and being in Washington County, State of Maryland, it being part of the tract called the "Wolfe" and containing within the following metes and bounds, courses and distances, to wit: Beginning at a white Oak at the beginning of Horse Belt and running with said line South 26½ degrees West 106 perches; then North 46½ degrees East 84 perches with the line of Hilly ground; then by a straight line to the point of beginning, containing sixteen acres, more or less. Together with all and singular the rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and all the estate, right, title and interest whatsoever of them the said parties of the first part of, in and to the said parcel of land and premises hereby bargained and sold and every part and parcel thereof. To Have and To Hold the said tract or parcel of land as aforesaid described unto the parties of the second part and their heirs and assigns forever. And the said parties of the first part for themselves, their heirs, executors, administrators and assigns do hereby covenant, promise and agree to and with the said parties of the second part, their heirs, executors, administrators and assigns, that they the said parties of the first part and their heirs the said tract or parcel of land and premises hereby bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging to them the said parties of the second part their heirs and assigns against them the said parties of the first part and their heirs and against all and every person or persons whatsoever claiming or to claim any right or interest in or to the same by, through or under them will warrant and forever defend by these presents. In testimony whereof, the said parties of the second [*sic.* first] part have hereunto subscribed their names and affixed their seals the day and year first above written.

Signed, sealed & delivered
in presence of
S. Garaghty, John Troxell

her
Michael Piles {Seal} Charity X Piles {Seal}
mark

State of Maryland, Washington County, to wit: Be it remembered and it is hereby certified, that on this third day of May in the year of our Lord eighteen hundred and fifty four, before the subscriber [a] Justice of the peace of the State of Maryland in and for Washington County, personally appeared Michael Piles who is personally known to us [*sic.* me] to be and professing to be the identical person named and described as the grantor in the foregoing instrument of writing.

John Troxell, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 10, p. 107, 12/5/1854.

At the request of Jacob Snively, the following Deed was recorded December 5th 1854.

This Indenture, Made this second day of February in the year of our lord one thousand, eight hundred and fifty three between Mary Resley of Washington County and State of Maryland, of the one part, and Jacob Snively of the County and State aforesaid, of the other part. **Witnesseth**, that for and in consideration of the sum of twelve hundred and forty two dollars current money by the said Jacob Snively to the said Mary Resley in hand paid at and before the sealing and delivery of these presents, the receipt of which she doth hereby acknowledge and herself to be therewith fully satisfied, contented and paid the said Mary Resley hath bargained and sold, aliened and enfeoffed and by these presents doth give, grant, bargain and sell, alien, enfeoff, release, convey and confirm unto the said Jacob Snively his heirs and assigns all of her interest in the tract or parcel of land belonging to the heirs Jacob Snively [Sr.], deceased, seized of containing two hundred and twenty five acres more or less being her interest and her interest in her two brothers, George Snively and John Snively, both now deceased, in said tract or parcel of land lying and being in Washington County and State of Maryland, together with all and singular the buildings, improvements, ways, waters, water courses, rights, members, privileges, advantages, and appurtenances thereto belonging or in any wise appertaining, and all the estate, right, title and interest, trust, property, claim and demand whatsoever, at law and in equity of her the said Mary Resley of in and to the same. To Have and To Hold the aforesaid premises, with the appurtenances thereunto belonging unto the said Jacob Snively his heirs and assigns to the only proper use of the said Jacob Snively his heirs and assigns forever, will warrant and defend. In Testimony whereof, the said Mary Resley has hereunto set her hand and seal. Signed, sealed and delivered in presence of

David E. Price, David Fortney

Mary Resley {Seal}

State of Maryland, Washington County, to wit: Be it remembered and it is hereby certified that on this second day of February in the year of our Lord one thousand, eight hundred and fifty three before the subscribers, two Justices of the Peace of the State of Maryland in and for Washington County aforesaid, personally appeared Mary Resley, she being known to us to be the person who is named and described as and professing to be a party grantor to the foregoing deed or indenture and did acknowledge the said indenture or instrument of writing to be her act and deed. In Testimony whereof, we hereunto subscribe our names the day and in the year first above written.

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

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 10, p. 108, 12/5/1854.

At the request of Jacob Snively, the following Deed was recorded December 5th 1854.

This Indenture, made this fifteenth day of May in the year of our Lord eighteen hundred and fifty four, between Joseph Rowland and Rebecca Rowland, his wife, of the first part, and Jacob Snively of the second part, all of Washington County in the State of Maryland. **Witnesseth**, that the said Joseph Rowland and Rebecca Rowland, his wife, for and in consideration of the sum of one hundred dollars to them in hand paid by the said Jacob Snively, the receipt whereof is hereby acknowledged, they the said parties of the first part have granted, bargained and sold and by these presents do grant, bargain & sell, alien, enfeoff and confirm unto the said Jacob Snively his heirs and assigns all the right, title, interest and demand at law or in equity of, in and to the following tracts of land which John Resley, Father of the said Rebecca, wife of the said Joseph Rowland, and seized and possessed of, lying and being in the County and State aforesaid, the said right, title and interest to be conveyed by these presents, being the one seventh part, the widow's dower being first excepted, of three several tracts of land, viz: one called "Haynes Belt" and containing fifty acres more or less which was conveyed by George Brent to John Resley by deed bearing date the twentieth day of August in the year eighteen hundred and fifty one and recorded in Liber IN 6, folio 435 one of the land records of Washington County aforesaid, and by reference thereunto being had a more full and perfect description of said land will more fully and at large appear. One called "Woods & Water Enlarged" containing three hundred and four acres more or less, and conveyed by Benjamin F. Rohrer to John Resley by deed bearing date the 12th day of August in the year eighteen hundred and fifty seven and recorded in Liber IN 2, folio 848 & 849, one of the land records of Washington County aforesaid, and by reference thereunto being had a more full and perfect description of said land will more fully and at large appear. One other and the last tract of land mentioned called the "Wolfe" containing sixteen acres more or less and conveyed by Michael Piles to the heirs of John Resley by deed bearing date the 3rd day of May in the year eighteen hundred and fifty four [and recorded in Liber IN 9, folio 134 one of the land records of Washington County aforesaid and] as by reference thereto a more full and perfect description of said land will more fully and at large appear. Together and as before said all the right, title, interest, claim and demand at law and in equity of the said parties of the first part, to the same. To Have and To Hold the said right, title and interest aforesaid to him the said Jacob Snively his heirs & assigns, and their only proper use and behoof. 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 Jacob Snively, his heirs and assigns, that they the said parties of the first part shall and will warrant and forever defend by these presents the property hereby conveyed. In Witness whereof, the said parties of the first part have hereunto subscribed their names and affixed their seals the day and year first above written.

Signed, sealed and delivered

Joseph Rowland {Seal}

in presence of

Ellwood M. Bean, John Troxell

Rebecca Rowland {Seal}

State of Maryland, Washington County, to wit: Be it remembered and it is hereby certified, that on this fifteenth day of May eighteen hundred and fifty four before the subscribers, two Justices of the Peace of the State of Maryland, in and for Washington County, personally appeared Joseph Rowland who is personally known to us to be the person mentioned in the foregoing instrument of writing and acknowledged the same to be his act and deed. And at the same time did personally appear Rebecca S. Rowland, wife of the said Joseph Rowland, and being examined by us privately and apart from her said husband and having the writing aforesaid fully explained to her, she the said Rebecca S. Rowland

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acknowledged the said instrument of writing to be her act and deed and declared that she willingly executed the same and does not wish to retract. Given under our hands this fifteenth day of May 1854.

John Troxell, J.P. Benjamin Schamel, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 9, p. 349, 2/14/1855.

At the request of Charles B. Fisk, the following Deed was recorded February 14th 1855.

This Indenture, made this twelfth day of February in the year of our Lord eighteen hundred and fifty five, between Jacob Snively of Washington County in the State of Maryland of the one part, and Charles B. Fisk of Washington City in the District of Columbia of the other part. **Whereas** by a decree of Washington County Court, sitting as a Court of Equity, bearing date the 16th day of April A.D. 1846, and passed in a cause in said Court, between Charles B. Fisk, Complainant, versus Robert S. Dodge and others, defendants, the above named Jacob Snively was appointed Trustee, with authority to sell all the real estate in the proceedings in said cause mentioned; and the said Trustee after complying with all the previous requisites of the said decree, did on or about the 8th day of July A.D. 1846, sell unto the said Charles B. Fisk, at and for the price following, all the real estate in the proceedings in said cause mentioned and described, being part of a tract or parcel of land called "Dalecarlia," and part of a tract of land called "Semmes Addition," was conveyed, as part of said tract called "Dalecarlia" to John Johnson by one Samuel Rideout by deed bearing date the 2nd day of January A.D. 1813, and recorded in Liber Y, folios 729 & 730, one of the Land Records of Washington County, both lying and being in Washington County aforesaid, and contained, according to a recent survey, within the following metes and bounds, courses and distances, to wit: Beginning at the end of (146-7/10) one hundred and forty six and seven tenths perches in the third line of a tract of land called "Long Looked for," and running thence with said land reversed South (40) forty degrees West (146-7/10) one hundred and forty six and seven tenths perches; South (66) sixty six degrees West (70) seventy perches to the end of the first line of the "Resurvey on Chance;" South (26½) twenty six and one half degrees West (197) one hundred and ninety seven perches to a stake at the end of the first line of the original "Chance;" then with the second line thereof South (22) twenty two degrees West (63) sixty three perches to a stake at a fence; and thence with said fence, being the possession of the late John Buchanan the (21) twenty one following courses and distances, to wit: South (56) fifty six degrees East (5-1/4) five and one quarter perches to two pines; South (7) seven degrees West (13) thirteen perches to a pine; South (17) seventeen degrees West (9) nine perches to a White Oak; South (28) twenty eight degrees West (13) perches; South (34½) thirty four and one half degrees West (21¾) twenty one and three quarters perches; South (18½) eighteen and one half degrees West (25) twenty five perches; South (4) four degrees West (11) eleven perches; South (50½) fifty and one half degrees West (7½) seven and one half perches to a Chestnut Oak; South (81) eighty one degrees West (18) eighteen perches; South (83½) eighty three and one half degrees West (15) fifteen perches to a stake; South (35) thirty five degrees West (40) forty perches; South (37) thirty seven degrees West (24) twenty four perches to a White Oak; South (25½) twenty five and one half degrees West (6-¼) six and one quarter perches to a walnut tree; South (32½) thirty two and one half degrees East (35) thirty five perches to a stake; South (41) forty one degrees West (23¼) twenty three and one quarter perches to a stake at a lane; South (46) forty six degrees East sixteen and one half (16½) perches to a hickory sapling; South (14) fourteen degrees West (6¼) six and one quarter perches to a stake; South (42) forty two degrees West (20) twenty perches to a stake; South (44) forty four degrees West (53¼) fifty three and one quarter perches to a stake; North (49½) degrees West (9) nine perches to a stake and stone in the eighth line of the "Resurvey on Chance" Shryoaks location; South (52) fifty two degrees West (81) eighty one perches; South (15) fifteen degrees West (46) forty six perches to a White Oak; South (30) thirty degrees West (260) two hundred and sixty perches to two hickory saplings; South (16½) sixteen and one half degrees West (56) fifty six perches; South (70) seventy degrees West (20) twenty perches to a large pine stump; West (16) sixteen perches to a White Oak; North (60) sixty degrees West (37) thirty seven perches

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to a stake by the side of a road; South (14) fourteen degree West (92) ninety two perches to a White Oak; South (67½) sixty seven and one half degrees East (74) seventy four perches to a White Oak; South (69) sixty nine degrees East (92½) ninety two and one half perches to a stake and pile of stones on the top of "Tonoloway Hill;" then North (32) thirty two degrees East (176½) one hundred and seventy six and one half perches to a stake and pile of stones; North (23½) twenty three and one half degrees East (270) two hundred and seventy perches to a stake and pile of stones; North (28) twenty eight degrees East (428) four hundred and twenty eight perches to a stake and pile of stones; North (29) twenty nine degrees East (288) two hundred and eighty eight perches to a stake and pile of stones; North (25) twenty five degrees East (135) one hundred and thirty five perches to a stake; North (73½) seventy three and one half degrees West (16-7/10) sixteen and seven tenth perches to the place of the beginning, containing (824) eight hundred and twenty four acres and (28) twenty eight perches of land, be the same more or less, at and for the sum of (\$2,139) twenty one hundred and thirty nine dollars current money. And whereas the aforesaid sale has been duly reported to, and ratified and confirmed by the said Court, and the purchase money aforesaid having been fully paid and satisfied, to the said Trustee, he is authorized by the said decree to execute these presents. Now this Indenture **Witnesseth**, that the said Jacob Snively, Trustee, as aforesaid, for and in consideration of the premises aforesaid, and of the sum of five dollars, current money, to him in hand paid by the said Charles B. Fisk, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledges, 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 the said Charles B. Fisk his heirs and assigns all the aforesaid tracts or parcels of land which are hereinbefore mentioned and described as sold by the said Trustee to the said Charles B. Fisk with their and every of their appurtenances, 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 parts of tracts or parcels of land and premises hereinbefore described with their appurtenances, unto the said Charles B. Fisk his heirs and assigns, in fee simple to his and their only proper use and behoof, and to and for no other use, intent or purpose whatsoever. In Witness whereof the said Jacob Snively hath hereunto set his hand and seal the day and year first hereinbefore written.

Signed, sealed and delivered
in the presence of, the words

J. Snively {Seal}

"fifteen" in the 9th line, "thirty seven" in the 14th line, "eight" in the 24th line and "twenty" in the 28th line from the top of the 2nd page being first interlined, and also the word "eleven" in the line from the top of 1st page being first interlined. J. J. Bowles, John Troxell.

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified, that on this 12th day of February in the year of our Lord eighteen hundred and fifty five, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County aforesaid, personally appeared the above named Jacob Snively, he being known to me of my own knowledge to be the person who is named and described, as, and professing to be the party grantor 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 have hereunto subscribed my name on the day and year aforesaid.

John Troxell J.P.

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Washington County Courthouse, Hagerstown, MD, Will Book E, p. 274, 3/15/1855.

In the name of God, Amen. I Margaret L. Blackwell of the County of Washington, State of Maryland, do make and declare this to be my last will & testament, as follows:

I direct my executor hereinafter named, to have my body decently buried and appropriate tombstone erected over me, and after paying the debts and funeral expenses, I will and fully set free my slaves, Sally, Patsy, Susy, Mary Ellen, George, Ell Catharine and Charles, and forever manumit them.

I will and bequeath to Sally one hundred dollars, to be paid to her by my executor as he may judge right and proper for her comfort and welfare.

I will and bequeath to Patsy two hundred dollars, to be paid to her by my executor as he may judge right and proper for her comfort and welfare.

I will that twenty five dollars be paid towards with others to make a suitable fence around the grave yard at Mr. George Brent.

I will and bequeath to Silas B. Hunter of Fauquier County, State of Virginia, the house & lot in the town of New Baltimore, Fauquier County, State of Virginia in fee simple, provided he the said Silas B. Hunter pay to Logan Hunton, son of Charles H. Hunton, one hundred dollars, when he arrives at the age of twenty one years, and to pay the further sum of one hundred dollars to Mary Brent, and to pay the further sum of three hundred dollars to Ann Butcher and her son Logan & daughter Margaret, share and share alike.

I do hereby constitute and appoint George Brent my executor to carry out the foregoing will as set forth.

M. B. Blackwell {Seal}

Signed & sealed in the presence of us: J. Snively, Jno. G. Wilson.

State of Maryland, Washington County, to wit: On this 15th day of March 1855, before the subscriber Register of Wills of Washington County personally appeared Jacob Snively and John G. Wilson, the two subscribing witnesses to the foregoing last will and testament of Margaret L. Blackwell, deceased, and George Brent, the executor named and appointed in said will, and severally made oath on the Holy Evangely of Almighty God, that the said Margaret L. Blackwell, the testatrix in said will, executed the same on the 20th day of February 1855, and that the said Margaret L. Blackwell departed this life on the morning of the 27th day of February 1855. Test. James Wason, Register

State of Maryland, Washington County, to wit: On this 15th day of March 1855 came Jacob Snively and John G. Wilson, the two subscribing witnesses to the foregoing last will and testament of Margaret L. Blackwell, late of said County, deceased, and severally made oath on the Holy Evangely of Almighty God, that they did see the said testatrix sign and seal this will, that they heard her publish, pronounce and declare the same to be her last will and testament, that at the time of her so doing she was to the best of their apprehensions of sound and disposing mind, memory and understanding, that they subscribed their names as witnesses to the will, in the presence, and at the request of the testatrix, and in the presence of each other.

Sworn before the subscriber, Register of Wills for Washington County, Maryland.
James Wason

State of Maryland, Washington County, to wit: On this 15th day of March 1855 came George Brent, the executor named in the foregoing last will & testament, and made oath on the Holy Evangely of Almighty

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God, that this is the true and whole will of the said Margaret L. Blackwell, deceased, that has come to his hands and possession, and that he does not know, nor has he heard of any other. Sworn before the subscriber, Register of Wills for Washington County.

James

Wason

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 10, p. 148, 3/24/1855.

At the request of Jacob Snively, the following Bill of Sale was recorded March 24th 1855.

Know all men by these presents, that I David Hergesheimer of Washington County in the State of Maryland, for and in consideration of the sum of eight hundred & seventy dollars and thirty cents to me in hand paid by Jacob Snively of the County and State aforesaid, at and before the sealing and delivery of these presents, the receipt whereof I the said David Hergesheimer do hereby acknowledge, have granted, bargained and sold and by these presents do grant, bargain and sell unto the said Jacob Snively, his executors, administrators and assigns, all the stock, implements &c. particularly mentioned, expressed and contained in the following list, that is to say: one Canal Boat & fixtures named "Magnum," one Canal Boat & fixtures named "J. Snively," one bay mule "Jim" 7 years old, 1 black mule "Dick," 1 black mule "Bill," 1 bay mule "Jim," 1 black mule "Nig," 1 black mare mule "Coby," 1 black mule "George," 1 bay mule "Yankee," all and singular which said boat & mules are now on the Chesapeake & Ohio Canal. Boating on the same in the occupancy of the said David Hergesheimer. To Have and To Hold all and singular the said Boats and Mules and other the premises above bargained and sold, intended so to be to the said Jacob Snively, his executors, administrators and assigns forever, and I the said David Hergesheimer for myself, my heirs, executors and administrators all and singular the boats, fixtures and mules unto the said Jacob Snively his executors, administrators and assigns, against me the said David Hergesheimer, my executors and administrators, and against all and every person or persons, whatsoever, shall and will warrant and forever defend by these presents of all and singular which said boats, fixtures and mules, and other the premises. I the said David Hergesheimer have put the said Jacob Snively in full possession by delivering to him the said Jacob Snively one Bucket at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold or mentioned and intended to be so unto him the said Jacob Snively as aforesaid. In Witness whereof, I have hereunto set my name and affixed my seal this 23rd March 1855.

David Hergesheimer {Seal}

Washington County, to wit: Personally appeared Jacob Snively before the subscriber a Justice of the Peace in and for said County and made oath on the Holy Evangely of Almighty God that the aforesaid David Hergesheimer is bona fide indebted to him in the sum of eight hundred and seventy dollars and thirty cents, the amount named in the preceding Bill of Sale, and that he hath not any other security for the same.

Sworn before me this 23rd March, 1885.

John Troxell, J.P.

Personally appeared the aforesaid David Hergesheimer before me the subscriber and acknowledged the foregoing instrument of writing to be his act and deed for the purposes named. Given under my hand and seal this 23rd day of March 1855.

John Troxell, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 10, p. 591, 12/4/1855.

At the request of John G. Wilson, the following Deed was recorded December 4th 1855.

This Indenture, made this eleventh day of July in the year of our Lord one thousand, eight hundred and fifty three, by and between George Brent, Executor of the last will and testament, of Thomas C. Brent, late of Washington County and State of Maryland, deceased, of the one part and John G. Wilson of the County and State aforesaid, of the other part. **Whereas** the said Thomas C. Brent, became in his lifetime lawfully seized in his demesne as of fee (amongst other lands) of and in a certain piece, parcel or lot of land, situated in "Brent's Addition to the Town of Hancock," in Washington County in the State of Maryland aforesaid, the same being known as Lot Number One, and the eastern half of Lot Number Two on the plat of the said "Brent's Addition to the Town of Hancock," containing three quarters of one acre of land, be the same more or less, and being so seized thereof, made his last will and testament in writing, bearing date the twenty second day of April in the year of our Lord, one thousand, eight hundred and twenty seven, wherein and whereby among other things he empowered his executor thereafter named, to sell and convey a certain portion of his real estate of which said portion, the piece, parcel or lot of land hereinbefore mentioned, and the same which is hereinafter bargained and sold, or meant, mentioned or intended so to be, is a part, and of which said last will and testament he the said Thomas C. Brent, deceased, appointed the said George Brent, Executor, as in and by the same, since his decrease, duly proved, and of record amongst the records of the Orphans' Court of Washington County aforesaid, to which reference is hereby had and made will more fully and at large appear. Now this Indenture **Witnesseth**, that the said George Brent, Executor as aforesaid, for and in consideration of the sum of one thousand, five hundred dollars lawful money of the United States to him in hand paid by the said John G. Wilson at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released and confirmed, and by these presents, by force and virtue of the said hereinbefore mentioned last will and testament, do give, grant, bargain, sell, alien, release and confirm unto the said John G. Wilson, his heirs and assigns, the said piece, parcel or lot of land hereinbefore mentioned and described, beginning for the same at the Northeast corner of the western half of the aforesaid lot number two on the plat of "Brent's Addition to the Town of Hancock," and running thence southwardly with the eastern boundary of the western half of the aforesaid lot number two, to the northern boundary of the Chesapeake and Ohio Canal; thence eastwardly with the said northern boundary of the Chesapeake and Ohio Canal to the western boundary of an alley; thence northwardly to the southern boundary of the Cumberland Turnpike; thence westwardly with the said southern boundary of the Cumberland Turnpike to the place of the beginning, together with all and singular, the houses, buildings, orchards, ways, waters, water courses, profits, commodities, hereditaments and appurtenances, whatsoever to the said premises, hereby granted or in any part thereof belonging or in any wise appertaining. To Have and To Hold, the said lands and premises hereby conveyed and all and singular, other the premises hereby granted, and every part and parcel thereof with their and every of their appurtenances, unto the said John G. Wilson, his heirs and assigns forever, to the only proper use and behoof of him the said John G. Wilson and of his heirs and assigns forever. And the said George Brent, Executor as aforesaid, for himself his heirs, executors and administrators doth covenant, grant, promise and agree to and with the said John G. Wilson his heirs and assigns, by these presents, that he the said George Brent, hath not done or committed any act, matter or thing whatsoever, whereby the premises hereby granted, or any part hereof, is, are or shall or may be impeded, charged or encumbered, in title, charge, estate, or otherwise howsoever. In Testimony whereof, the said George Brent, Executor as

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aforesaid, hath hereunto subscribed his name and affixed his seal on the day and in the year first herein written.

Signed, sealed and delivered
in the presence of
David E. Price, David Fortney

George Brent {Seal}

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified, that on the eleventh day of July in the year of our Lord, one thousand, eight hundred and fifty three, before the subscribers two Justices of the Peace of the State of Maryland in and for Washington County, aforesaid, personally appeared George Brent, he being known to us to be the person who is named and described as and professing to be the party (grantor) to the foregoing deed or indenture, and did acknowledge the said indenture or instrument of writing to be his act and deed. In testimony whereof, we hereunto subscribe our names on the day and in the year first above written.

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

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 11, p. 121, 4/7/1856.

At the request of Isaac Baxter, the following Deed was recorded April 7th 1856.

Know all men by these presents that I Jacob Snively of the County of Washington and State of Maryland of the first part, and Isaac Baxter of the same County & State of the second part. **Witnesseth** that for and in consideration of the sum of sixty two dollars by the said Isaac Baxter to the said Jacob Snively in hand paid at and before the sealing of these presents, the receipt whereof is hereby acknowledged by the said Jacob Snively to be fully paid and satisfied, the said Jacob Snively hath bargained and sold & by these presents do grant, bargain, sell & convey unto the said Isaac Baxter his heirs and assigns, all the right, title, interest & claims that the said Jacob Snively has, as conveyed to him by Thomas Bryan and his two wives, Elsa & Catharine, as will more fully appear by reference to said deed bearing date the 4th day of June 1851 & recorded in the land records Liber IN 6, folio 227 of the County aforesaid in and to three hundred acres of land be the same more or less that William W. Baxter died seized of lying on the long Ridge and adjoining land with Patrick McEvay & others, together with all the improvements, buildings, &c. thereto belonging both in law & equity of him the said Jacob Snively of, in and to the same. To Have & To Hold the said describe or interest in said land with the appurtenances thereunto belonging unto the said Isaac Baxter his heirs and assigns, to the only proper use of the said Isaac Baxter & against the said Jacob Snively his heirs and assigns forever. In Testimony whereof, the said Jacob Snively has set his hand & subscribed his name this 10th day of March 1856.

Witness present: John Troxell

J. Snively {Seal}

State of Maryland, Washington County, to wit: On this twelfth day of March in the year 1856 before me the subscriber one of the Justices of the Peace of the State of Maryland, in and for Washington County, personally appeared Jacob Snively who the subscribed is satisfied of his own knowledge is the person who is named and described as, and professes to be the grantor in the above indenture or conveyance, and acknowledged the same to be his act and deed for the purpose therein mentioned.

Acknowledged before and certified by:

John Troxell, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 12, p. 376, 3/28/1857.

At the request of Henry Johnson, the following Deed was recorded March 28th 1857.

Whereas James B. Brinsmade, Jr., of the City, County and State of New York is seized in fee of the real estate hereinafter mentioned and described subject to the contingent right of dower of Marcelina Brosius (wife of John Brosius) therein and subject to a lease of Jacob Snively of Hancock, Washington County, Maryland, on the same, which said lease expires on or about the first day of June next. And whereas the said James B. Brinsmade, Jr. and Jennie N. Brinsmade, his wife, have agreed to convey all their interest in the hereinafter described property, for the consideration hereinafter mentioned. Now this deed made this thirteenth day of March in the year eighteen hundred and fifty seven by the said James B. Brinsmade, Jr. and Jennie N., his wife, of the City, County and State of New York, **Witnesseth**, that in consideration of the sum of eighteen hundred dollars the said James B. Brinsmade, Jr. and Jennie N., his wife, do grant unto Henry Johnson of Washington County, Maryland all those three certain lots of ground situated, lying and being in Hancock, Washington County, State of Maryland, known as Lots Number twenty two, twenty three and twenty four in Brent's Addition to Hancock in said County of Washington, fronting on the Turnpike Road and running back to High Street, with the buildings thereon and appurtenances, being the same property heretofore sold and conveyed to the said James B. Brinsmade, Jr. by Daniel South, Sheriff of said County of Washington, be deed bearing date the seventh day of June in the year eighteen hundred and fifty and recorded in Liber IN No. 5, folios 341 & 342, one of the land records books of Washington County, Maryland. To Have and To Hold the said above described property and premises in fee simple, subject however to the contingent right of dower aforesaid of the said Marcelina Brosius and subject to the lease aforesaid of the said Jacob Snively. And the said James B. Brinsmade, Jr. for himself, his heirs, executors and administrators doth hereby and herein covenant, promise and agree to and with the said Henry Johnson, his heirs and assigns, that he has not made, done, committed, executed or suffered any act or acts, thing or things, whatsoever, whereby or by means whereof, the above mentioned and described premises or any part or parcel thereof, now are or at any time hereafter shall or may be impeached, charges or incumbered in any manner or way whatsoever, excepting the lease aforesaid to Jacob Snively and the right of dower of the said Marcelina Brosius. Witness our hands and seals.
J. W. Vorrhis, John Bissell, Test. J. B. Brinsmade, Jr. {Seal} Jennie N. Brinsmade {Seal}

City and County of New York, State of New York, to wit: I hereby certify that on the 13th day of March in the year eighteen hundred and fifty seven before the subscriber a Commissioner duly appointed by the Governor of Maryland to take acknowledgements in the State of New York under the Act of Assembly of 1837, Chapter 97, and the supplements thereto, personally appeared James B. Brinsmade, Jr. and Jennie N. Brinsmade, his wife, and did each acknowledge the foregoing deed to be their respective act. In testimony whereof, I have set my hand and affixed my official seal on the day and year aforesaid.

{Seal}

John Bissell, Commissioner for Maryland

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 14, p. 124, 4/28/1859.

At the request of David Mann, the following Deed was recorded April 28th 1859.

This Deed, made this ninth day of April 1859 by Jacob Snively of Washington County and State of Maryland. **Witnesseth**, that in consideration of the sum of one hundred and fifty dollars, the said Jacob Snively, do grant unto David Mann in fee all that parcel of land containing fifty acres and known as "Contentment," being the same parcel of land sold by Joseph Murray, Constable as the property of one Hezekiah Northcraft, as will more fully appear by reference to the said Deed and recorded in the land records of the County aforesaid on the 15th day of December 1845 in Liber IN 1, folio 475 & 476, and the said Jacob Snively covenant that he will warrant specially the property hereby conveyed and the said Jacob Snively covenants that he will execute such further assurances, as may be requisite. Witness my hand and seal.

Test: Solomon Dickerhoof, John Troxell

J. Snively {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 9th day of April 1859, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared Jacob Snively and did acknowledge the foregoing deed to be his act & deed.

John Troxell, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 14, p. 124, 4/28/1859.

At the request of Patsy Jobe & Sally Paden, the following Deed was recorded April 28th 1859.

This Deed, made this 9th day of April 1859 by Jacob Snively and Harriet, his wife, of Washington County and State of Maryland. **Witnesseth**, that in consideration of two hundred dollars, the said Jacob Snively and his wife, do grant unto Patsy Jobe & Sally Paden in fee, all that house and lot known as Lot No. 4 in "Bowles Addition to Hancock," and the same that the said Jacob Snively purchased of James H. Bowles, as per deed recorded in the Clerk's Office for Washington County, on the 14th day of August 1847, in Liber IN 2, folio 736. And the said Jacob Snively covenants that he will warrant specially the property hereby conveyed, and the said Jacob Snively covenants that he will execute such further assurances as may be requisite. Witness our hands and seals.

Test: John Troxell, A. C. Blackman

Jacob Snively {Seal}

Harriet Snively {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 9th day of April 1859, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared Jacob Snively and Harriet Snively, his wife, and did acknowledge the foregoing Deed to be their respective acts.

John Troxell, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, p. 173, 8/16/1860.

At the request of James Coudy, the following Deed was recorded August 16th 1860.

This Deed, made this 18th day of June in the year 1860, by George Brent & Anna, his wife, Jacob Snively & Harriet, his wife, and Jacob Snively Executor of Arthur Blackwell, deceased, of Washington County and State of Maryland. **Witnesseth**, that in consideration of one hundred and fifty three dollars, the said George Brent & Anna, his wife, Jacob Snively & Harriet, his wife, and Jacob Snively Executor of Arthur Blackwell, deceased, do grant unto James Coudy in fee, all that parcel of land or three fourths of the same, purchased from John Hammon which will more fully appear by reference to said deed bearing date 11th day of April 1840 [recorded in Liber WW, folio 186]. The first tract called "The Grove" situated and lying in Washington County, beginning at the end of the eighth line of the resurvey on "Sheppards Delight [Abode]," and running thence North 31½ degrees West 113½ perches to the beginning of "Wood & Water;" South 64½ degrees East 47 perches to the end of the last line of said tract of land, and with it reversed North 60 degrees East 100 perches; North 20 degrees East 60 perches; South 57 degrees East 25 perches; South 6 degrees East 27 perches; South 88¼ degrees West 20 perches; South 37 degrees West 61 perches; thence by a straight line to the beginning, containing forty eight acres of land, more or less. Also, one other tract of land, adjoining the foregoing called "Rotterdam" containing fifteen and three quarter acres, purchased by the said John Hammon from Francis T. Clements and Lewis Duvall as will more fully show by deed from said Clements & Duvall to the said Hammon bearing date the 7th day of November 1811 [recorded in Liber W, folio 908]. Also one other tract of land surveyed for the said John Hammon by Joseph Sprigg on the 10th day of May 1813, in the following bounds: beginning for the outlines of this resurvey, at the end of the first line or tract of land called "Crows Thicket" and running thence North 32 degrees East 136 perches to the end of the fourth line of a tract of land called "Long looked for;" South 49½ degrees East 29 perches; North 70 degrees East 28 perches; South 64 degrees East 26 perches; North 30 degrees East 4 perches; North 64 degrees West 83 perches to the end of the third line of "Snow Balls Valley;" South 34 degrees West 77 perches; North 39 degrees West 30 perches; South 6 degrees East 15 perches to the fourth line of "Rotterdam;" West 10 perches to the end of the third line of said land; South 16 degrees West 54 perches; South 7 degrees East 16 perches; and thence by a straight line to the place of the beginning, and laid out for twenty six and three eighths acres, be the same more or less. Also, one other tract of land surveyed of the said John Hammon on the 26th day of April 1820, by W. Boyd, known by the name of "Hammons Success [Home]" and beginning at the beginning of the tract called "The Grove" running thence with the given lines thereof reversed, North 36½ degrees East 88 perches to the end of the sixth line of "Crows Thicket;" then South 31½ degrees East 31 perches to the third line of "Deer Park;" then with the lines of that land South 82° West 20 perches to the end of said line; still with the lines thereof South 10° West 24 perches; South 34° West 65 perches; then North 64½° West 14 perches to the end of the seventh line of "Sheppards Delight [Abode];" and then by a straight line to the place of the beginning, containing sixteen acres of land, more or less. Also, one other tract of land surveyed for John Hammon on the 24th day of April 1820 by W. Boyd and known by the name of "Anything," beginning for the outlines of this resurvey at the end of the third line of a tract of land called "Long looked for" running thence North 47½° West 75 perches; North 70° East 28 perches; South 64° East 27 perches; and then by a straight line to the place of the beginning, containing eight and three fourth acres, be the same more or less. Also, one other tract of land Patented to John Hammon bearing date the 2nd day of March 1837 and known by the name of "Hammons Home" beginning at the end of the fourth line of a tract of land called Rotterdam" and running thence North 32° East 42 perches to the fourth line of a tract of land called "Long looked for;" South 49½° East 29 perches; North 70° East 29 perches; North

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70° East 28 perches; South 64° East 26 perches; North 30° East 4 perches; North 64° West 83 perches to the end of the third line of "Snow Balls Valley;" South 34° West 67 perches to the fourth line of "Rotterdam;" thence by a straight line to the place of the beginning, containing ten and three fourth acres of land, be the same more or less, according to the certificate of a survey taken and returned to the land office of the Western Shore, bearing date the 25th day of December 1815. And the said George Brent & Anna, his wife, Jacob Snively & Harriet, his wife, and Jacob Snively Executor of Arthur Blackwell, deceased, covenant that they warrant the property hereby conveyed and the said George Brent & Anna, his wife, Jacob Snively & Harriet, his wife, and Jacob Snively Executor of Arthur Blackwell, deceased, covenant that they will execute such further assurances as may be required. Witness our hands and seals.

Test: Joseph Harrison, John Troxell

George Brent {Seal} Anna Brent {Seal}
J. Snively {Seal} H. Snively {Seal}
J. Snively {Seal} Executor of A. Blackwell, deceased

State of Maryland, Washington County, to wit: I hereby certify that on this 18th day of June 1860 before the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared George Brent & Anna, his wife, Jacob Snively & Harriet, his wife, and Jacob Snively Executor of Arthur Blackwell, deceased, and did acknowledge the foregoing deed to be their respective acts.

Before me

Joseph Harrison, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, p. 727, 11/19/1861.

At the request of John Brooks, the following Deed was recorded November 19th 1861.

This Deed, made this 13th day of September in the year one thousand, eight hundred and sixty one by Jacob Snively, Executor of the Last Will of Jacob Schlagel, deceased, of Washington County and State of Maryland. **Witnesseth**, that in consideration of the sum of two thousand and fifty dollars, do grant unto John Brooks in fee, all that tract of land lying and being in the County aforesaid. Beginning at a stake and stone pile, a corner of the lands of the heirs of N. Summers, it being also a corner of the land belonging to the Chesapeake Bank, and running thence North $73\frac{1}{2}^{\circ}$ West 266 perches to a stone pile & stake near the top of Tonoloway Hill; North 28° East 178 perches to a stone pile near the Summit of Tonoloway Hill a corner of John J. Bowles land; then South $73\frac{1}{2}^{\circ}$ East 227 perches to a stone pile on the West side of Round Hill; South 19° West 51 perches to a stone pile; South $73\frac{1}{2}^{\circ}$ East 26 perches to a stone pile near the top of Round Top; South 37° West $43\frac{1}{4}$ perches to a stone pile; South 53° West $21\frac{1}{2}$ perches to a stone pile; South 16° West $85\frac{1}{2}$ perches to the place of the beginning, containing and laid out for three hundred and nine and three fourth acres, be the same more or less. And the said Jacob Snively as Executor aforesaid covenants that he will warrant specially the property hereby conveyed, and the said Jacob Snively as Executor aforesaid, covenants, that he will execute such further assurances as maybe required. Witness my hand and seal.

J. Snively {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 20th day of September 1861, before me the subscriber, a Justice of the Peace, of the State of Maryland in and for Washington County, personally appeared Jacob Snively and did acknowledge the foregoing deed to be his respective act.

Joseph Harrison J.P.

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book IN 17, p. 20, 4/3/1863.

At the request of Jacob Reel et al, the following Deed was recorded April 3rd 1863.

This Deed, made this twenty first day of February in the year one thousand, eight hundred and sixty three, by Jacob Snively, Executor of the last will and testament of Jacob Schlagel, deceased. **Witnesseth**, that in consideration of twelve hundred and two dollars and thirty cents, do grant unto Jacob Reel, James Cullens and Daniel Miles & Elizabeth Barton Murray, that is the said J. Reel one third, the said James Cullens one third & the remaining third to said D. Miles & Elizabeth B. Murray, all that tract of land known as tract No. 1, being part of a tract of land called "Dalecarlia" lying and being in Washington County, Maryland, it being part of the same land which was heretofore to wit on the 12th June 1839 conveyed by John Johnson to a certain Cromwell Orrick, and subsequently by the said Orrick to Jacob Schlagel. Beginning for the part hereby conveyed at a marked black Oak standing the end of the 2nd or South 11¼° East 36 perches line of the aforesaid conveyance from John Johnson to Cromwell Orrick and running thence with the line thereof the 4 following courses and distance, to wit: No. 1, South 33° West 115 perches to a marked locust tree; No. 2, South 19° West 95 perches to a marked locust tree; No. 3, North 65° West 147 perches to a marked Pine in the 70th line of the original tract called "Dalecarlia;" No. 4, North 30° East 240 perches to a stake a corner of Daniel Miles & Elizabeth B. Murray part of "Dalecarlia" then reversing said part one course and distance No. 5, South 64¼° East 112 perches to a marked red oak tree at or near the end of the 1st line of the aforesaid deed from Johnson to Orrick, then with the 2nd line thereof No. 6, South 11¼° East 35 perches to the place of the beginning, containing and now laid out for two hundred acres, one rood and twenty perches of land more or less; and the said Jacob Snively Executor covenants that he will warrant specially the property hereby conveyed and that the said Jacob Snively Executor covenant that he will execute such further assurances as may be required.

Witness my hand and seal.

J. Snively {Seal}

Test: John J. Woolverton

State of Maryland, Washington County, to wit: I hereby certify, that on this 21st day of February 1863, before the subscriber, a Justice of the Peace of the State of Maryland in and for Washington County, personally appeared Jacob Snively and did acknowledge the foregoing Deed to be his respective act.

John Woolverton, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 17, p. 203, 6/2/1863.

At the request of Elmira H. Swain, the following Deed was recorded June 2, 1863.

This Deed, made this twenty first day of February in the year of our Lord one thousand, eight hundred and sixty three, by Jacob Snively Executor of the last will & testament of Jacob Schlagel, deceased, of Washington County and State of Maryland. **Witnesseth**, that in consideration of the sum of eight hundred and thirty five dollars, do grant unto Elmira H. Swain in fee, all that house and lot with appurtenances lying and being in "Brent's Addition to Hancock" and known as lot number 26 being sixty six feet front on Main Street and extending back three hundred and twenty feet; and the said Jacob Snively as Executor aforesaid, will warrant specially the property hereby conveyed. And the said Jacob Snively covenants that he will execute such further assurances as may be required.

Witness my hand and seal.

J. Snively {Seal}

Test: John J. Woolverton

State of Maryland, Washington County, to wit: I hereby certify, that on this 21st day of February, in the year one thousand, eight hundred and sixty three, before the subscriber a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared Jacob Snively and did acknowledge the foregoing deed to be his respective act.

John J. Woolverton, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 17, p. 614, 6/17/1864.

At the request of Horace Resley, the following Mortgage was recorded June 17, 1864.

This Mortgage, made this tenth day of June in the year eighteen hundred and sixty four, by me Jacob Snively of Washington County, Maryland. **Witnesseth**, that in consideration of the sum of nine hundred and fifty five dollars and sixty one cents, current money, due from me to Horace Resley, his heirs and assigns with interest thereon from the 27th day of May 1864, which said debt is evidence by being a balance due on a promissory note held by said Resley, against me dated the 22nd June 1857. I, the said Jacob Snively, do grant unto the said Horace Resley his heirs and assigns, the lands & appurtenances belonging now in my possession, lying on both sides of Little Tonoloway and about two miles West of Hancock, Md. & adjoining the lands of Reel, Murray, Snell, Breathed heirs & others. Provided that if I the said Jacob Snively shall pay, on or before the first day of June 1867 to the said Horace Resley his heirs or assigns, the said sum of nine hundred and fifty five dollars & sixty one cents with interest thereon as aforesaid, then this Mortgage shall be void.

Witness my hand and seal.

J. Snively {Seal}

Witness: John Troxell

Maryland, Washington County, to wit: I hereby certify, that on this 10th day of June in the year eighteen hundred and sixty four, before the subscriber, a Justice of the Peace in and for said State and County, personally appeared Jacob Snively the grantor above named who acknowledged the foregoing Mortgage to be his act and deed.

Acknowledged before:

John Troxell, J.P.

Maryland, Allegany County, to wit: On this 14th day of June in the year 1864, personally appeared before the subscriber, a Justice of the Peace in and for the State & County aforesaid, Horace Resley who made oath in due form of law that the consideration set forth in the aforesaid Mortgage is true and bona fide as therein set forth.

Sworn before:

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: I hereby certify, that Andrew Gonder before whom the above affidavit was made, and whose genuine signature appears thereto, was at the time thereof, a Justice of the Peace of the said State, in and for the County aforesaid, duly elected, commissioned and sworn. In Testimony whereof, I hereunto subscribe my name, and affix the seal of the Circuit Court for Allegany County, at Cumberland, this 14th day of June 1864.

H. Resley
Clerk of the Court for
Allegany Co.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 18, p. 196, 5/25/1865.

At the request of Osborn Duckett, the following Deed of Manumission was recorded May 25th, 1865.

Whereas my slave Osborn Duckett has enlisted in the service of the United States, now, in consideration thereof, I, Jacob Snively, of Washington County, State of Maryland, do hereby, in consideration of said enlistment, manumit, set free and released the above named Osborne Duckett from all service due me; his freedom to commence from the 24th of February 1864, the date of his enlistment as aforesaid in the 30th Regiment of Colored Troops, in the service of the United States. Witness my hand and seal this second day of May 1864.

Witness: Alex. B. Reeder, W. H. Brady, John Faey

Jacob Snively {Seal}

Washington County, State of Maryland, 1864: Before me appeared this day Jacob Snively and acknowledged the above Deed of Manumission and Release of Service to be his free act and deed.

Jacob Nesbitt, Clerk

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 19, p. 111, 4/4/1865.

At the request of Jacob Snively, the following Deed was recorded April 4th 1865.

This deed, made this twenty fifth day of March in the year one thousand, eight hundred and sixty five by David Hollenberger and Elizabeth A. Hollenberger, his wife, of Washington County and State of Maryland. **Witnesseth**, that in consideration of twenty one hundred and five dollars the said David Hollenberger and Elizabeth A. Hollenberger, his wife, do grant unto Jacob Snively of Washington County and State of Maryland, in fee simple, all that Lot or portion of land situate, lying and being in Washington County and State of Maryland, and in the town of Keedysville, the same being part of a tract of land called "The Resurvey on Fellfoot Enlarged." Beginning at a stone planted on the Southeast side of the turnpike road, leading from Boonsboro to Sharpsburg and at the Northwest corner of John Grosnick, Esq., Lot, and running thence South sixty five and one quarter degree East thirteen perches and forty four hundredths of a perch to a stone; thence North twenty five and three quarter degrees East five perches and ninety two hundredths of a perch to a stone; thence North sixty five and a quarter degrees West thirteen perches and six tenths of a perch to a stone on the margin of said turnpike road; thence South twenty three and a half degrees West five perches and ninety two hundredths of a perch to the beginning, containing half an acre of land more or less. The same being purchased from Henry S. Crider and the said David Hollenberger and Elizabeth A. Hollenberger, his wife, covenant that they will warrant specially the property hereby conveyed. And the said David Hollenberger and Elizabeth A. Hollenberger, his wife, covenant that they will execute such further assurances as may be requisite.

Witness our hands and seals:

David Hollenberger {Seal}

Test: D. G. Potter

Elizabeth A. Hollenberger {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this twenty fifth day of March in the year one thousand, eight hundred and sixty five before the subscriber, a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared David Hollenberger and Elizabeth A. Hollenberger, his wife, and did each acknowledge the foregoing deed to be their respective acts.

D. G. Potter, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 19, p. 622, 10/4/1866.

At the request of Jacob Snively, the following Mortgage was recorded October 4th 1866.

This Mortgage, made this 27th day of September 1866 by me, Alexander B. Reeder of Washington County, State of Maryland. **Witnesseth**, that in consideration of the sum of four hundred and three dollars and fifty three cents, current money, due from me to Jacob Snively his heirs and assigns with interest thereon from the 27th September 1866, which said debt is evidenced by being a balance due on an account held by said Jacob Snively against me. I the said Alexander B. Reeder do grant unto the said Jacob Snively his heirs and assigns the land and premises lying in the Town of Hancock, Washington County and State of Maryland and adjoining on the East by the land of Richard Bryan and on the West by the heirs of Patsy & Sally Peyton, fronting on the Main Street of said Town, now occupied by me. Provided that if I the said Alexander B. Reeder shall pay on or before the 27th September 1869 to the said Jacob Snively his heirs and assigns, the said sum of four hundred and three dollars and fifty three cents with the interest thereon as aforesaid, then this mortgage shall be void. Witness my hand and seal.

Alexander B. Reeder {Seal}

Maryland, Washington County, to wit: I hereby certify that on this 27th day of September 1866, before me the subscriber a Justice of the Peace in and for said State and County, personally appeared Alexander B. Reeder the grantor above named, who acknowledged the foregoing mortgage to be his act and deed.

Acknowledged before:

Jacob Craig, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 19, p. 673, 11/20/1866.

At the request of Jacob Snively, the following Deed was recorded November 20th 1866.

This Deed, made this nineteenth day of November in the year eighteen hundred and sixty six, by us Otho Oliver and Catharine Oliver, his wife, of Washington County and State of Maryland. **Witnesseth**, that whereas the said Otho Oliver by his deed bearing date the sixth day of May in the year eighteen hundred and thirty nine conveyed to David Neil, late of said County, deceased, all the rights, title and interest of him the said Otho Oliver in and to the real estate thereafter described [Deed Book UU, p. 707] and whence afterwards the said David Neil conveyed the said real estate to Jacob Snively [Deed Book IN 4, p. 810]; and whereas it is apprehended that the said deed so as aforesaid executed by the said Otho Oliver is defective in the execution thereof, and the said Otho Oliver desiring to secure a valid conveyance of said real estate to the present owner thereof and confirm the conveyance as aforesaid executed by said Otho. Now therefore in consideration of the premises and of the sum of five dollars in hand paid me, the said Otho Oliver and Catharine Oliver, his wife, do grant unto the said Jacob Snively all the rights, title, interest and estate of them the said Otho Oliver and Catharine Oliver, his wife, in and to all that certain piece or parcel of land lying and being in Washington County aforesaid, adjoining the lands of John H. Mann and contained within the following metes and bounds, courses and distances: beginning at the end of one hundred and fifty perches on the fourth line of the original tract and running thence with the original tract South twenty one and a quarter degrees West six perches; thence South eighteen and one half degrees West ninety nine perches; thence leaving the lines of the original tract and running South sixty five and a quarter degrees East two hundred and twenty eight perches and a half; thence North eighteen and a quarter degrees East one hundred and five perches; and thence by a straight line to the place of the beginning. In Witness whereof, we, the said Otho Oliver and Catharine Oliver, his wife, have hereunto subscribed our names and affixed our seals the day and year first above written.

Test: John Cook

Otho Oliver {Seal}

Catharine Oliver {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 19th day of November in the year eighteen hundred and sixty six before me the subscriber a Justice of the Peace of the State of Maryland in and for Washington County aforesaid, personally appeared Otho Oliver and Catharine Oliver, his wife, and did each acknowledge the foregoing deed to be their respective act.

John Cook, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book LBN 1, p. 325, 12/8/1865.

At the request of William Pool, the following Deed was recorded December 8th 1865.

This Deed, made this fourth day of December in the year one thousand, eight hundred and sixty five, by Jacob Snively and Harriet, his wife, of Washington County and State of Maryland. **Witnesseth**, that in consideration of the sum of five hundred and fifty dollars, the said Jacob Snively and Harriet, his wife, do grant unto William Pool in fee all that tract or part of a tract of land called "Stockdale" lying and being in the County aforesaid, which was conveyed by John Johnson and Samuel Pool by deed bearing date the 2nd day of February in the year 1839 and recorded among the land records of Washington County in deed book WW, folio 226, 227 & 228 containing by metes and bounds therein more particularly set forth, two hundred and ten acres more or less, excepting therefrom, as not included in this conveyance about eighty acres and one hundred and eighteen perches, part of the aforesaid tract, which was conveyed by Samuel Pool to David Mann by deed bearing date the 3rd day of May 1848 and now deposited in the Clerk's Office of said County for record [Deed Book IN 4, page 46], which part is excepted from and not included in this conveyance, which is described therein by metes and bounds in the deed last aforesaid, the said Snively having purchased the first before mentioned tract or parcel of land from Warford Mann as Executor of John H. Mann, [deceased], which will more fully appear by reference to said deed bearing date the 2nd day of May 1849, and recorded the 3rd day of May 1849 in Liber IN 4, folio 246 & 247, one of the land records of Washington County, and the said Jacob Snively covenants that he will warrant specially the property hereby conveyed, and the said Jacob Snively covenants that he will execute such further assurances as may be requisite. Witness our hands and seals.

Test: Geo. Cost Biser, Jacob Craig

J. Snively {Seal}

H. Snively {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 4th day of December in the year of our Lord one thousand, eight hundred and sixty five, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared Jacob Snively and Harriet, his wife, and acknowledged the foregoing deed to be their respective acts.

Jacob Craig, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book LBN 1, p. 707, 12/5/1867.

At the request of Snively & Murray, the following Deed of Trust was recorded December 5th 1867.

This Deed, made this first day of May in the year eighteen hundred and sixty six, between Thomas Callan, late of Hancock, Washington County, in the State of Maryland and now of Baltimore City in said State of the first part, and Jacob Snively and Joseph Murray both of Hancock, Washington County of the second part. **Whereas** the party of the first part is indebted to sundry persons in different sums of money, and whereas the said party of the first part is desirous of providing for the payment of all his debts and liabilities out of his estate and effects, as the same are herein expressed & to be due and owing. Now this deed **Witnesseth**, that the said party hereto of the first part for and in consideration of the sum of one dollar in hand paid by the parties hereto of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to provide for the payment of his debts and liabilities as aforesaid, has granted, bargained and sold and assigned, and by these presents does grant, bargain and sell, and assign unto the said parties hereto of the second part, their executors and administrators and assigns, all and singular, the estate, property and effects, rights and credit of the party hereto of the first part, in and to certain goods, wares and merchandize, rights and credit held by said party of the first part, in commerce with a said Ann L. Gregory of Hancock in Washington County, Maryland by virtue of a partnership of said party hereto with said Ann L. under the name and style of Thomas Callan and Co. in a business conducted in said town of Hancock by said firm, the said party of the first part, and the said Ann L. being the partners in said firm, and equally interested in the study and business thereof, also all and singular, the estate, property and effects, rights and credit of the party hereto of the first part, in and to certain goods, wares and merchandize, rights and credits, held by said party of the first part, in commerce with the representatives of Richmond Gregory, deceased, by virtue of a partnership entered into with said Richmond, in his lifetime, under the name and style of Gregory and Callan, in a business conducted in the town of Orleans, Allegany County, Maryland, the said party hereto of the first part and the said Richmond, in his lifetime, having been partners in said firm and equally interested in the study and business thereof, to have and to hold the aforesaid estate, property and effects, rights and credits, unto and to the use of the said Grantees hereto, of the second part, their executors, administrators and assigns, it being the true intent and meaning of the party hereto of the first part, by this instrument to convey and assign all and singular his interest of whatever kind, property, effects, debts, claims and demands, to which by law or in equity, he is or may heretofore be entitled to claim, have, demand or receive, by virtue of his partnership, interest in the two firms herein above described, unto the said parties of the second part, their executors, administrators and assigns. In Trust, nevertheless and for the uses, interests and purposes following, that is to say, that the said parties hereto of the second part, their executors, administrators and assigns shall and will as soon as conveniently may be after the dealing and delivery of these presents, sell and dispose of the property, interest and effects hereby granted, at public or private sale at such time and times and in such manner and on such terms as they shall deem most expedient, and the proceeds of such sales as received, together with the proceeds of the debts, rights and credits, hereby assigned as collected, after providing for the payment of all costs and charges, attending the creation and execution of this trust, and ceding a commission of eight percent, on the amount realized and received, under this assignment, to be retained by the said parties of the second part, their executors, administrators and assigns, for their trouble in executing these trusts, to apply in manner following: the proceeds thereof, that is to say, in the first place, to the payment unto Jacob Snively and Joseph Murray, Administrators of Richmond Gregory, and the sum of four thousand and thirteen dollars and sixty one cents with interest as the same may be legally due, the said claim being evidenced by a certain promissory

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note, payable in six months after its date, which said note is signed by Ann L. Gregory and Thomas Callan and also by Jacob Snively as security for Thomas Callan & Co. and the same having been given for said Callan's share of the purchase money of the goods of Richmond L. Gregory, deceased, & hereinbefore mentioned. And in the second place, to the payment unto Jacob Snively, of the sum of two hundred and fifty six dollars and twenty five cents, due and owing him. And in the third place, to the payment unto Joseph Murray of the sum of two hundred dollars due and owing him, and thereto applying such proceeds as may be in their hands to the payment of the debts of any and all creditors of the party hereto of the first part, without any preference or priority of payment, and after payment or satisfaction of all costs, commissions and expenses, and debts as herein set forth, then in trust to pay the surplus, if any, to the said party hereto of the first part, his executors, administrators or assigns, and for the considerations and purposes aforesaid, the said party of the first part, does hereby appoint the said parties hereto of the second part, and the survivor of them the Executor, Administrator and assigns of the survivor, his Attorney, jointly and severally, in his name and otherwise, to liquidate all accounts relating to the premises and to collect all debts and sums of money hereby assigned, and discharge for the same to give and to compressed for any dubious debts, and one or more attorneys, under these or either of these, from time to time, to appoint and again at their or his pleasure to displace and further, to do all other acts, requisite to be done, in the premises, as fully as the said party hereto of the first part might or could have done, if these presents had not been executed, and the said party of the first part does covenant, that his heirs, executors and administrators will at all times hereafter ratify and confirm whatsoever the said parties of the second part hereto and the survivor thereof and the executors, administrators and assigns of the survivor, shall lawfully, do in the premises and will not make any of the powers hereby given, nor release, nor compound, for any of the debts or sums of money hereby assigned, nor do anything whereby the recovery thereof shall be hindered or otherwise act or interfere in the premises. And also that the said parties of the second part, shall be charged with their respective receipts, payments, acts and willful defaults, only, and shall not be charged for any sum of money, other than such as shall come respectively to his or their hands, nor with any loss that may happen in the execution of the trusts aforesaid, without their respective willful default. In Testimony whereof, the said party of the first part has hereunto subscribed his name and affixed his seal the day and year first hereinbefore written.

Signed, sealed and delivered in
presence of Allen E. Forrester

Thomas Callan {Seal}

State of Maryland, Baltimore City, Sct: Be it remembered and it is hereby certified, that on this first day of May, in the year eighteen hundred and sixty six, personally appeared before the subscriber, a Justice of the Peace, of the State of Maryland, in and for the City of Baltimore, Thomas Callan the party grantor in the foregoing deed and acknowledged the same to be his act and deed, and at the same time also appeared before the subscriber, Jacob Snively, one of the Trustees in the foregoing deed, and made oath on due form of law, that the consideration set forth therein is true and bona fide as therein stated.

Allen E. Forrester

State of Maryland, Baltimore City, Sct: I hereby certify, that Allen E. Forrester, Esquire, before whom the annexed acknowledgement and affidavit was made and who has thereto subscribed his name, was at the time of so doing, a Justice of the Peace of Maryland, in and for Baltimore, duly commissioned and sworn. In Testimony whereof, I have set my hand and affixed the seal of the Superior Court of Baltimore City, this first day of May, A.D. 1866.

Alford Mace
Clerk of the Superior Court of Baltimore City.

Jacob Snively & Benjamin Bean Family History

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Washington County Courthouse, Hagerstown, MD, Deed Book LBN 2, p. 599, 4/28/1868.

At the request of R. Bridges, the following Deed was recorded April 28th 1868.

This Deed, made this first day of April in the year of our Lord, one thousand, eight hundred and sixty eight, by Jacob Snively and Harriet, his wife, of Washington County and State of Maryland. **Witnesseth**, that in consideration of two thousand dollars, the said Jacob Snively and Harriet, his wife, do grant unto Robert Bridges, in fee, all that house and lot on back street, known as number forty three, in the general plan of the Town of Hancock, and the said Jacob Snively covenant that he will warrant specifically the property hereby conveyed, and the said Jacob Snively and wife, covenant that they will execute such further assurances as may be requisite. Witness our hands and seals.

Test: Joseph Harrison

J. Snively {Seal}

H. Snively {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this ninth day of April, in the year one thousand, eight hundred and sixty eight, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared Jacob Snively and Harriet, his wife, and did acknowledge the foregoing deed to be their respective act.

Joseph Harrison, J.P.

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 1, p. 681, 8/21/1869.

At the request of Jacob Snively, the following Deed was recorded Aug. 21st 1869.

This deed, made this 20th day of August in the year of our Lord, one thousand, eight hundred and sixty nine, by Jackson Miller and Catharine M. Miller, is wife, in the County of Washington and State of Maryland. **Witnesseth**, that for and in consideration of nine hundred and sixty dollars, the said Jackson Miller and Catharine M. Miller, is wife, do grant unto Jacob Snively of the County of Washington and State of Maryland, his heirs and assigns, in fee simple, all that lot or parcel of land situated on the Northwest side of the Turnpike road, leading from Boonsboro to Sharpsburg and in the town of Keedysville, County and State aforesaid, the same being part of a tract called "The Resurvey on Fellfoot Enlarged." Beginning for the first part hereby conveyed at a stone planted on the Northwest margin of said Turnpike road and running thence along the margin of the same South twenty one and a half degrees West fifty five (55) feet; thence leaving said road North sixty one degrees West eight and eight tenths perches to a stone; North seventeen degrees East thirty seven (37) feet to a stone; thence by a line drawn South sixty seven and a half degrees East to the beginning, containing 24½ square perches, more or less, the said parties of the first part hereby granting to said party of the second part, his heirs and assigns, forever, the right of using an alley 12 feet wide commencing at the end of the North 17 degrees East 37 feet line of this deed, and running North 17 degrees East until it intersects the public road leading from Keedysville crossing the stone bridge to Bakersville. Together with all the buildings and every the rights, roads, ways, waters, privileges, appurtenances, advantages to the same or in anywise appertaining and the said Jackson Miller and Catharine M. Miller, is wife, further covenant that they will warrant generally the property hereby granted, and that they will execute such further assurances as may be requisite & necessary. Witness our hands and seals.

Test: Jacob Blecker

Jackson Miller {Seal}

Catharine M. Miller {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 20th day of August in the year one thousand, eight hundred and sixty nine, before the subscriber, a Justice of the Peace of Maryland in and for Washington County aforesaid, personally appeared Jackson Miller and Catharine M. Miller, is wife, and each acknowledged the foregoing deed to be their respective act.

Jacob Blecker, J.P.

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 2, p. 233, 8/18/1870.

At the request of Hancock Building Association (No. 1), the following Mortgage was recorded Aug. 18th 1870.

This Mortgage, made this eighth day of August eighteen hundred and seventy, by me. **Witnesseth**, that in consideration of the sum of two hundred and fifty dollars, now due from the said Jacob Snively to the President and directors of the Hancock Building Association Number One of Hancock, Washington County, State of Maryland, the said Jacob Snively do grant unto the said President and directors the property situated in East end of Hancock and known as the Hancock Steam Mills. Provided, that if the said Jacob Snively shall pay on or before the eighth day of August eighteen hundred and seventy four, to the said President and directors the sum of two hundred and fifty dollars with the interest thereon from the eighth day of August eighteen hundred and seventy, then this Mortgage shall be void. Witness my hand and seal.

J. Snively, {Seal}

State of Maryland, Washington County, to wit: On this 9th day of August in the year eighteen hundred and seventy before me the subscriber, a Justice of the Peace, in and for Washington County, personally appeared Jacob Snively and acknowledged the foregoing deed of Mortgage to be his respective act, at the same time also appeared George A. Frey and made oath that the consideration set forth in the foregoing mortgage are true and bona fide as therein set forth.

Jacob Craig, J.P.

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 3, p. 410, 5/10/1871.

At the instance of Jacob Snively, the following Deed is recorded May 10th 1871.

This Deed, made this third day of May in the year of our Lord, one thousand, eight hundred and seventy one, by Phillip Pry and Elizabeth E. Pry, his wife, of the County of Washington and State of Maryland. **Witnesseth**, that for and in consideration of the sum of twenty two hundred and forty seven dollars and twenty three cents, the said Phillip Pry and Elizabeth E. Pry, his wife, do grant unto Jacob Snively of the County of Washington and State of Maryland. his heirs and assigns, in fee simple, all that part of a tract or parcel of land which was conveyed to the said Philip Pry by Samuel Pry and Mary Ann, his wife, by deed bearing date of the first day of April 1850 & recorded in Liber IN 5, folio 169 & 170, one of the land records of Washington County. Beginning for the part hereby conveyed at a stone planted on the Southeast of the turnpike leading from Keedysville to Sharpsburg and on the second line of said deed and running thence allowing $1\frac{3}{4}$ degrees for variation of the magnetic needle South seventy eight (78) degrees East twenty seven and six tenths ($27\text{-}6/10$) perches to a stone; thence South fifteen (15) degrees East twenty and two tenths ($20\text{-}2/10$) perches to a stone; North eighty five and one fourth ($85\frac{1}{4}$) degrees East twelve (12) perches to a walnut stump; North twenty seven (27) degrees East sixty three (63) perches to a stone; North fifty three (53) degrees West thirty eight and eight tenths ($38\text{-}8/10$) perches to the aforesaid turnpike from Keedysville to Sharpsburg; thence along on the Southeast margin thereof North thirty seven (37) degrees West sixty nine and seven tenths ($69\text{-}7/10$) perches to the beginning, containing eighteen (18) acres and eight (8) perches of land, more or less, together with all the buildings erected thereon and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same, or in anywise appertaining. And the said Phillip Pry and Elizabeth E. Pry, his wife, do hereby further covenant that they will warrant generally the property hereby granted and that they will execute such further assurances as may be requisite and necessary. Witness our hands and seals.

Test: John Murdock, J.P.

James Brown

Philip Pry {Seal}

Elizabeth E. Pry {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this third day of May in the year one thousand, eight hundred and seventy one before the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County aforesaid, personally appeared Phillip Pry and Elizabeth E. Pry, his wife, and acknowledged the foregoing deed to be their respective act.

John Murdock, J.P.

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 3, p. 533, 6/23/1871.

At the instance of Dawson & Snively, the following Deed of Trust is recorded June 23, 1871.

This Deed, made this 20th day of June A.D. 1871, between Charles D. Henry grantor of the one part and F. H. Dawson and Jacob Snively of the other part. **Witnesseth**, that the said Charles D. Henry doth grant unto the said F. H. Dawson and Jacob Snively trustees, the following personal estate, to wit: one roan horse six or seven years old named "Frank," one bay mare five or six years old named "Gin," one bay horse about ten or eleven years old named "Ned," one sorrel horse about 8 years old, a crop off of one ear and named "Doctor," one four horse wagon, four sets of harness and complete rig for four horses, one cow and about one hundred and fifty cords of bark in the woods near the foot of Sideling Hill mountain in the State of Maryland. In trust secured to Wm. G. Catlett the payment of six hundred and forty dollars and eighty two cents (\$640.82) evidenced by one simplified bond or note executed by the said Charles D. Henry bearing even date herewith with interest thereon from date and due and payable nine months after the date thereof. And therefore, if default shall be made in the payment of said sum of six hundred and forty dollars and eighty two cents or any part thereof, together with the interest thereon when the same shall become due and payable, then at the request of said Wm. G. Catlett the said trustees or either of them shall proceed to sell said personal property hereby conveyed and in making sale, if made in the State, they shall be governed in all respects by the Statutes of West Virginia now in force in such case made and provided, and if made in the State of Maryland they or either of them all to be governed by the Statutes of the State of Maryland now in force, provided for the execution of trust deeds. Witness the following signatures and seal the day and year first hereinbefore written. Charles D. Henry {Seal}

State of West Virginia, Morgan County, to wit: I, F. H. B. Dawson, Notary Public for the State of West Virginia in and for the County aforesaid, do certify that Charles D. Henry whose name is signed to the foregoing deed, personally appeared before me and acknowledged the same to be his act and deed. Given under my hand this 20th day of June 1871.

F. H. B. Dawson, Notary Public

West Virginia, Morgan County, to wit: Be it remembered that the foregoing deed bearing date June 20th 1871 was presented to the Recorder's Office on the same day, legally stamped and authenticated and thereupon admitted to record.

Test: F. H. B. Dawson, Dept. for
J. H. Buzzard, Recorder of Morgan County

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 4, p. 245, 12/12/1871.

At the instance of Jacob Snively, the following Deed is recorded December 12th 1871.

This Deed, made this eighth day of November in the year of our Lord, one thousand, eight hundred and seventy one, by Alfred N. Coat & Mary Cost, his wife, Philip Pry and Elizabeth E. Pry, his wife, Samuel Pry and Mary H. Pry, his wife, of the County of Washington and State of Maryland, parties of the first part. **Witnesseth**, that for and in consideration of the sum of one thousand, one hundred and eighty one & 87½/100 dollars, the said Alfred N. Coat & Mary Cost, his wife, Philip Pry and Elizabeth E. Pry, his wife, Samuel Pry and Mary H. Pry, his wife, do grant unto Jacob Snively of the County and State aforesaid of the second part, his heirs and assigns, in fee simple, all that tract or parcel of land situated, lying and being in Washington County and State of Maryland and on the Est or Southwest side of the Boonsboro and Sharpsburg turnpike and adjoining the lands of John Ecker & others it being part of the tract of land conveyed by Adam J. Bovey and wife to Samuel Cost by deed bearing date on the 19th day of March 1853 and recorded in Liber IN 8, folio 566, 567 & 568, one of the land records of Washington County aforesaid. Beginning for the first part hereby conveyed at a stone planted on the South margin of the said turnpike to said Alfred N. Cost's dwelling and at or near the end of the 18th or North 82 degrees West 96 perches line of said deed and running along the South side of the aforesaid lane, North sixty five and a fourth degrees West sixteen perches; North sixty two degrees West twenty six perches; North seventy seven and three quarters West five and two tenths perches; South eighty two degrees West four perches; South sixty degrees West eight perches; South forty three degrees West three perches; South thirty seven and a half degrees West four and eight tenths perches; thence leaving said lane South eleven degrees West thirty eight and eight tenths perches to a stone on a line of said Jacob Snively's land and on the 21st line of the aforesaid deed of Adam J. Bovey & wife to Samuel Cost, and with that line reversed allowing 1¾ degrees for variation of magnetic needle; North eighty nine and one quarter degrees East fifty nine and six tenths perches to a stone; North eleven and one half (1½) degrees East twenty nine perches to the beginning, containing fifteen and one quarter acres of land more or less, the said Jacob Snively his heirs and assigns to have the right at any time whenever it may suit his or their convenience of using the aforesaid lane leading from the Boonsboro and Sharpsburg turnpike to said Alfred N. Cost's dwelling for passing to and from the lands hereby conveyed with wagons, horses, cattle & other stock but said lane is not to be used for any animals to run at large, he the said Jacob Snively, his heirs and assigns, aiding in keeping said lane in repair, together with all the buildings erected thereon and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same, or in anywise appertaining. And the said Alfred N. Coat, Mary Cost, Philip Pry, Elizabeth E. Pry, Samuel Pry and Mary H. Pry, hereby further covenant that they will warrant generally, the property hereby granted, and that they will execute such further assurances as may be requisite and necessary. Witness our hands and seals.

her

Alfred N. Cost {Seal} Mary X Cost {Seal} Philip Pry {Seal} Elizabeth E. Pry {Seal}

mark

Test: John Murdock, J.P. Mary H. Pry {Seal} Samuel Pry {Seal}

James Brown

State of Maryland, Washington County, to wit: I hereby certify that on this eighth day of November in the year one thousand, eight hundred and seventy one, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County aforesaid, personally appeared Alfred N. Coat & Mary

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Cost, his wife, Philip Pry & Elizabeth E. Pry, his wife, Samuel Pry and Mary H. Pry, his wife, and acknowledged the foregoing deed to be their respective act.

John Murdock. J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p. 317, 12/4/1872.

At the instance of Hancock Building Association, the following Mortgage is recorded Dec. 4th, 1872.

This Mortgage, made this 25th day of November, eighteen hundred and seventy two, by me Jacob Snively. **Witnesseth**, that on consideration of the sum of two hundred and fifty dollars now due from me the said Jacob Snively to the President and directors of the Hancock Building Association Number one of Hancock, Washington County, State of Maryland, the said Jacob Snively do grant unto the said President and directors all the property situated in the East end of Hancock and known as the Hancock Steam Mill with all the right and privileges belonging, also his home farm on which he now resides, and bounded as follows: by the lands of Murray's heirs, Benjamin Snell and others. Provided that if I the said Jacob Snively shall pay on or before the twenty fifth day of November eighteen hundred and seventy three to the said President and directors of said Association the sum of two hundred and fifty dollars with the interest thereon from the twenty fifth day of November eighteen hundred and seventy two, then this mortgage shall be void. Witness my hand and seal.

J. Snively {Seal}

State of Maryland, Washington County, to wit: On this 25th day of November in the year eighteen hundred and seventy two before me the subscriber a Justice of the Peace in and for Washington County, personally appeared Jacob Snively and acknowledged the foregoing deed of mortgage to be his respective act. At the same time also appeared Joseph Murray, President of said Association and made oath that the consideration mentioned and set forth in the foregoing mortgage are true and bona fide as therein set forth.

W. H. Lowe, J.P.

Jacob Snively & Benjamin Bean Family History

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p. 379, 1/1/1873.

At the instance of Jacob Snively, the following Deed is recorded January 1st 1873.

This Deed, made this twelfth day of December on the year one thousand, eight hundred and seventy two. **Witnesseth**, We Hiram B. Snively and Albert G. Lovell, Executors of the last will of George Snively of Washington County, deceased, under a power in said will contained in consideration of seven hundred and sixty seven dollars and seventy cents did on the thirty first day of October 1872 bargain and sell to Jacob Snively all the parcel of land hereinafter described and conveyed which sale was duly reported to the Orphans' Court for Washington County and duly satisfied on the tenth day of December in the year eighteen hundred and seventy two. Now in consideration of the premises and the full payment by said Jacob Snively of said eight hundred dollars we said Hiram B. Snively and Albert G. Lovell, Executors do grant unto said Jacob Snively all that tract or parcel of land situate, lying and being in Washington County, State of Maryland and on the Northwest side of the Boonsboro and Sharpsburg turnpike road and adjoining the lands of Albert Cost, Pry and others it being a part of a tract of land conveyed by Adam Bovey and wife to Samuel Cost by deed bearing date on the seventeenth day of March in the year 1853 and recorded in Liber IN 8, folio 566 & 7 & 8, one of the land records of said County. Beginning for the land hereby conveyed at a locust post standing at the Northeast corner thereof and on the West margin of said turnpike and running thence along the West side thereof South 39 degrees West forty four and eight tenths perches to an alley separating it from the lands of John Ecker; thence along on the North margin thereof North 79½° West 28-4/10 perches to a stone; thence bearing said lane and bounding on a post and rail fence North 19½° East 48-6/10 perches to the land of Philip Pry; thence bounding on his land South 44¼° East 13-4/10 perches to a locust post; South 78° East 30¾ perches to the beginning, containing nine and one quarter acres and seventeen perches of land, more or less, said land hereby conveyed being the same that was conveyed by Alfred N. Cost and others to George Snively, late of said County aforesaid, be deed bearing date the eighth day of November in the year 1871 and recorded in Liber McKK 4, folios 451 & 2, one of the land records of Washington County. And said Albert G. Lovell and Hiram B. Snively, Executors, grant unto said Jacob Snively the privilege of using the aforesaid and above described lane as far as the Southwest corner of the land hereby conveyed for hauling in vehicles and passing to and upon said land with stock, but said lane shall not be used for stock to run at large, according to the conditions set forth in said last mentioned deed. Witness our hands and seals.

Test: Wm. M. Face

Hiram B. Snively {Seal}

Albert G. Lovell {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this tenth day of December in the year eighteen hundred and seventy two, before me the subscriber a Justice of the Peace, of the State aforesaid, in and for the County aforesaid, personally appeared Hiram B. Snively and Albert G. Lovell, Executors of George Snively, deceased, and did each acknowledge the foregoing deed to be their respective act.

Wm. M. Face, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book McKK 6, p. 114, 9/24/1873.

At the instance of Jacob Snively, the following Deed is recorded September 24th 1873.

This Deed, made this 29th day of July in the year of our Lord one thousand, eight hundred and seventy three by Jacob M. Middlekauff, Margaret Middlekauff, his wife, Daniel P. Grove, Mary E. Grove, his wife, and George W. Snively, Cornelius Snively and Margaret C. Snively, his wife, of the County of Washington and State of Maryland of the first part. **Witnesseth**, that for and in consideration of the sum of two hundred (\$200) dollars the said Jacob M. Middlekauff and Margaret Middlekauff, Daniel P. Grove, and Mary E. Grove, and George W. Snively, Cornelius Snively and Margaret C. Snively do grant unto Jacob Snively of the second part, of the County of Washington and State of Maryland, his heirs and assigns in fee simple all that lot or portion of land called "Antietam Works" situate, lying and being in the County and State aforesaid the same being known and distinguished as Lot No. 107 and beginning at a stone standing at the end of 12-8/10 perches North eight degrees West from a stone on the summit of "Red Wing" marked 104, 105, 106 & 107 and running thence West 202 perches to a stone; North 20 degrees West 19-4/10 perches to a stone; East 206¼ perches to a stone on the summit of "Red Ridge;" thence South 8 degrees East 17-8/10 perches to the beginning, containing 22¼ acres of land more or less together with all the buildings erected thereon and all and every the rights, roads, waters, privileges, appurtenances and advantages to the same or in anywise appertaining. And the said Jacob M. Middlekauff, Margaret Middlekauff, Daniel P. Grove, Mary E. Grove, and George W. Snively, Cornelius Snively and Margaret C. Snively, further covenant that they will warrant generally the property hereby granted and that they will execute such further assurances as may be requisite and necessary. Witness our hand and seals.

Test: J. H. Grove, J.P.	her	Jacob M. Middlekauff {Seal}	Margaret X. Middlekauff {Seal}
James Brown	his	mark	mark
		Daniel P. X Grove {Seal}	Mary E. Grove {Seal}
		mark	George W. Snively {Seal}
		Cornelius Snively {Seal}	Margaret C. Snively {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 29th day of July in the year one thousand, eight hundred and seventy three, before the subscriber a Justice of the Peace of the State of Maryland in and for Washington County aforesaid, personally appeared Jacob M. Middlekauff, Margaret Middlekauff, Daniel P. Grove, Mary E. Grove, George W. Snively and acknowledged the foregoing deed to be their respective acts.

J. H. Grove, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book McKK 6, p. 241, 12/20/1873.

At the request of Joseph Murray, the following Deed is recorded December 20th 1873.

This Deed, made this nineteenth day of December in the year eighteen hundred and seventy three by me Jacob Snively of the County of Washington, State of Maryland. Whereas owing to sundry losses and misfortunes in business, I the said Jacob Snively am at present unable to discharge my just debts without a sale of all my property, and am therefore willing to assign all my property for the benefit of my creditors. Now this Indenture **Witnesseth**, that I Jacob Snively as well in consideration of the premises and for the purpose of making a just distribution of my ---- and effects, among my creditors, as well as the sum of one dollar to me in hand paid by Joseph Murray of the County and State aforesaid, do grant, bargain, sell, assign and transfer unto the said Joseph Murray all the lands, tenements and hereditaments now unto me belonging or of which I am now seized or possessed or to which I am in any way entitled consisting of the following tracts or parcels, to wit: the ground and steam mill thereon erected and standing, situate in or near the Town of Hancock with all the water rights, privileges and appurtenances thereunto belonging; a farm containing two hundred and twenty four and one half acres of land lying within two miles of the Town of Hancock with the improvements thereon; a certain other farm containing one hundred and fifty acres of land situate on the Cumberland turnpike about six miles West of Hancock, together with the improvements thereon; all of the aforesaid tracts or parcels of land lying and being in the County and State aforesaid; as well all other lands or real estate to which I may be entitled as aforesaid and wherever situate; and I do further grant, bargain and sell unto the said Joseph Murray, all the personal estate and property consisting of goods, chattels, wares, merchandize, bills, notes, accounts, debts and all clauses in action now belonging to me or to which I am in any manner entitled, as well as generally all my estate, real, personal and mixed, of any description whatsoever and wheresoever situate or found. In Trust however and to the intent and purpose that he the said Joseph Murray shall and do as soon as convenient, sell and dispose of all the lands, tenements, goods and chattels hereby conveyed, bargained and sold, and collect and recover all the outstanding clauses and debts due me and with the recovery arising therefrom, after deducting the costs of the preparation and execution of this instrument, all reasonable costs and charges incurred in the execution of the Trust hereby created, as will such Commissions or the proceeds of the sale of my estate as are usually allowed to Trustees by the Circuit Court for Washington County sitting as a Court of Equity, for his care and trouble in the premises, shall and do pay the creditors of me, the said Jacob Snively their respective just demands in full, if there shall be sufficient assets to satisfy the whole, and if there shall not be sufficient assets to satisfy all the just demands of the creditors in full, then pro rata, according to the amount of their respective demands without preference between individuals or priority, other than such as may exist and be established by law, and should any part or portion of the said Trust property or proceeds remain after fully complying with the trust aforesaid then the said Joseph Murray shall deliver over and re-convey the same unto me the said Jacob Snively, my heirs, executors, administrators or assigns. And for the purpose of completing this trust and reducing all my estate into possession of him, the said Murray, I hereby authorize and empower him to institute all and any suits against any and all persons wherever the same may be necessary, and also to arbitrate, adjust or compromise and all doubtful or disputed clauses and to employ counsel in all suits instituted by him or against him in the execution of this trust. Witness my hand and seal.

Test: W. H. Lowe

Daniel Coffman

J. Snively {Seal}

Jacob Snively & Benjamin Bean Family History

State of Maryland, Washington County, to wit: I hereby certify, that on this nineteenth day of December in the year eighteen hundred and seventy three, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared Jacob Snively and acknowledged the foregoing deed to be his act.

Before me,

W. H. Lowe, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book 73, p. 482, 7/13/1875.

At the request of Robert Bridges, the following Deed was recorded July 13th 1875.

Whereas Jacob Snively, of Washington County, by his deed dated the nineteenth day of December A.D. 1873, conveyed all his estate, real, personal and mixed unto Joseph Murray, in Trust, to sell the same and apply the proceeds thereof to the payment of the debts of him the said Jacob Snively in manner and form as set forth in said deed, all of which will fully appear from said deed, now of record in the Land Records of said County; and whereas the said Joseph Murray hath sold the farm hereinafter mentioned and described to Robert Bridges of the said County at and for the sum of five thousand dollars, which hath been fully paid to him the said Murray. Now this deed made this twelfth day of July in the year eighteen hundred and seventy five, by me Joseph Murray, Trustee as aforesaid. **Witnesseth**, that for and in consideration of the sum of five thousand dollars, I the said Joseph Murray, Trustee as aforesaid, do grant unto Robert Bridges all that tract or parcel of land lying in the Hancock District, Washington County, State of Maryland, being part of the "Resurvey on Tonoloway Lick," and part of "Roseburg's Delight," and contained within the following metes and bounds, courses and distances, to wit: Beginning at a stone where formerly stood a bounded white oak tree, the beginning of the "Resurvey of Tonoloway Lick" and reversing thence with the first line of said land South 68° West one hundred and eight perches to three walnut trees growing from one stump at the end of said line; North 78° West eighty two perches to a stake; North 55° East twenty six perches to a marked wild cherry tree; thence South 81° East seven and two tenths perches to a stone; North 28½° East forty two and one quarter perches to a stone on the South margin of a public road; North 81½° West one and one tenth perches; North 28½° East eight perches; North 3½° West twenty two perches to a stone at or near the end of the fifth line of the whole tract called the "Resurvey on Tonoloway Lick;" thence with the outline of the whole tract and the possession fences as agreed upon; North 9° West fifty three perches to a rock; North 40° West thirty two perches to a stone; South 55° West twenty four perches to a stone; South 78° West thirty four perches to a stone; North 19° West thirty perches to a stone; North sixteen degrees East seventy two perches to a stone; North 51° West twenty six perches to a stone; North 31° West thirty perches to a stone; North 23° East twelve and four tenths perches; thence leaving the outlines of the "Resurvey on Tonoloway Lick," and running South 56° East one hundred and nine perches; South 37° East forty nine perches to a stone; North 80° East one hundred and twelve perches to a stone; North 15° East five and three fourths perches; South 37° East sixty three perches to a stone; at or near the end of the 25th line of the "Resurvey on Tonoloway Lick;" then South 19° West forty perches; South 15° East twenty eight perches; South 48° West thirty five perches; South 1½° West forty eight and one half perches to the beginning place, containing two hundred and twenty acres and three fourths acres, more or less, the above described tract of land being the same of which the said Jacob Snively was formerly possessed, and being part of the property conveyed by him to the said Joseph Murray, by his deed aforesaid. Witness my hand and seal.

Test: Lewis Beard, W. H. Lowe

Joseph Murray, Trustee {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this twelfth day of July in the year eighteen hundred and seventy five, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared Joseph Murray and did acknowledge the foregoing deed to be his act. W. H. Lowe, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book 74, p. 336, 5/8/1876.

At the request of Jacob Snively, the following Deed was recorded May 8th 1876.

Jacob Snively & Benjamin Bean Family History

This Deed, made this tenth day of April in the year of our Lord, one thousand, eight hundred and seventy six, by Josephus Gigons and Amanda Gigons, his wife, of the County of Washington and State of Maryland. **Witnesseth**, that for and in consideration of two thousand and fifty dollars, the said do grant unto Jacob Snively of the County of Washington and State of Maryland, his heirs and assigns in fee simple, a certain lot or parcel of land, situate, lying and being in Washington County, and State of Maryland, and contained within the following metes and bounds, courses and distances, to wit: Beginning at a stone planted on the South line of a lot of land belonging to the German Reformed Church at Keedysville and running thence and beginning on said lot of land, North seventy (70) degrees West eleven (11) feet to a stone; thence leaving said Church lot South thirty one and three quarters ($31\frac{3}{4}$) degrees West fourteen and seven tenths ($14\text{-}7/10$) perches to a stone; South three and one quarter ($3\frac{1}{4}$) degrees East twenty two (22) perches and thirty six hundredths ($36/100$) of a perch to a stone; South sixty six and one half ($66\frac{1}{2}$) degrees East four perches and four tenths ($4\text{-}4/10$) of a perch to a stone; North twenty seven (27) degrees East ten and seven tenths ($10\text{-}7/10$) perches to a stone; North forty six and a half ($46\frac{1}{2}$) degrees West five and four tenths ($5\text{-}4/10$) perches to a stone; North seventy and three quarters ($70\frac{3}{4}$) degrees West five perches and twenty hundredths ($5\text{-}20/100$) perches to a stone; thence North three and one quarter ($3\frac{1}{4}$) degrees West nine and sixteen hundredths ($9\text{-}16/100$) perches to a stone; thence by a straight line to the place of beginning, containing two roods and twenty seven and four tenths perches (2 Roods, $27\text{-}4/10$ perches) of land, more or less. And the same being part of a tract of land called "The Resurvey on Fellfoot Enlarged." of part of any other tract by which the same may be known and distinguished. Together with all the buildings erected thereon, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same or in anywise appertaining. And the said Josephus Gigons and Amanda Gigons, his wife, further covenant that they will warrant generally the property hereby granted. And that they will execute such further assurances as may be requisite and necessary. Witness our names and seals.

Test: John H. Sakin

Josephus Gigons {Seal}

Amanda Gigons {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this tenth day of April, in the year of our Lord, one thousand, eight hundred and seventy six, before the subscriber, a Justice of the Peace of the State of Maryland in and for Washington County, personally appeared Josephus Gigons and Amanda Gigons, his wife, and did acknowledge the foregoing deed to be their act.

John H. Sakin, J.P.

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Washington County Courthouse, Hagerstown, MD, Deed Book 74, p. 702, 10/17/1876.

At the request of Charles Harvey, the following Deed was recorded October 17th 1876.

Whereas Jacob Snively, by his deed dated the 19th day of December A.D. 1873, duly executed and acknowledged according to law, and recorded in Liber McKK 6, folio 241 and 241, one of the Land Records of Washington County, conveyed all his estate, real, personal and mixed, to Joseph Murray, Esq., in Trust, to sell the same and apply the proceeds thereof to the payment of the debts of him, the said Jacob Snively, and whereas in the execution of his said Trust, the said Joseph Murray sold to Charles Harvey the hereinafter described lands which said sale has been accepted and confirmed by the Circuit Court for Washington County, sitting as a Court of Equity in the proceedings in No. 2564 Equity, and the purchase money therefore having been fully paid by the said Harvey, Now this deed made this thirteenth day of July in the year eighteen hundred and seventy six, by me Joseph Murray, Trustee as aforesaid.

Witnesseth, that in consideration of the premises, I the said Joseph Murray do grant unto the said Charles Harvey, all the right, title and interest at law and in Equity of the said Jacob Snively, in and to the following tract or parcel of land, lying and being in Washington County, Maryland, situate near Hancock, being part of a tract of land called "Mount Pleasant" in the "Resurvey on Mount Pleasant," and Beginning for the part hereby conveyed, at the end of one hundred and fifty perches on the fourth line of the original tract called "Mount Pleasant," and running thence with the original line South twenty one and one fourth degrees West six perches; thence South 18 $\frac{1}{4}$ ^o West ninety nine perches; thence South 65 $\frac{1}{4}$ ^o East two hundred and twenty eight and one half perches; then North 18 $\frac{1}{2}$ ^o East one hundred and five perches and then by a straight line to the beginning, containing one hundred and fifty acres of land, more or less, and being the same land described in a deed of conveyance from Daniel South, Sheriff of Washington County, to Jacob Snively, dated the 5th day of June A.D. 1850, recorded in Liber IN 5, folio 342 and 343, one of the land records of said County, reference to which said deed is hereby made. Witness my hand and seal.

Teste: S. Bowles

John R. Troxell

Joseph Murray, Trustee

State of Maryland, Washington County, to wit: I hereby certify, that on this sixteenth day of July in the year eighteen hundred and seventy six, before the subscriber a Justice of the Peace, of the State of Maryland, in and for Washington County, personally appeared Joseph Murray, and acknowledged the foregoing deed to be his act.

W. H. Lowe, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book 80, p. 11, 10/18/1880.

At the request of Uberto Mendenhall, the following Deed was recorded October 18th 1880.

This Deed, made this eighth day of October in the year eighteen hundred and eighty by Joseph Murray and William H. Lowe, trustees, and to Uberto Mendenhall. **Witnesseth**, whereas by a deed of trust executed by a certain Jacob Snively for the benefit of his creditors, to Joseph Murray and now of record among the Land Records of Washington County, the said Murray was duly authorized and empowered to sell and convey all of the said Snively's estate, real and personal, and whereas in pursuance of his trust, the said Murray sold the premises hereinafter described to John H. P. Adams, which sale being duly reported was on the 2nd day of March A.D. 1875, duly ratified by the Circuit Court for Washington County, sitting as a Court of Equity, in cause No. 2564 Equity in the Docket of said Court, whereby reference to said cause all of the said proceedings will fully appear, and whereas the said Murray never executed a deed to said Adams, and whereas thereafter the said John H. P. Adams, becoming insolvent, the said William H. Lowe was appointed his Insolvent Trustee, and as such, duly authorized by the Circuit Court for Washington County in said Insolvent proceedings, sold the said premises hereinafter described to Uberto Mendenhall for the sum of eighteen hundred dollars, who has fully paid the purchase money therefore, which said sale was duly ratified by said Court in said Insolvent proceedings on the 18th day of August A.D. 1879, as will fully appear by reference to said proceedings, being No. 2508 on Insolvent Docket in the Office of the Clerk of said Court, and whereas in order to perfect the title of the said Mendenhall, the said Murray desires to unite with the said Lowe in conveying all of the interest, of all the parties to the said Equity and Insolvent proceedings, to said Mendenhall. Now therefore in consideration of the premises, and in consideration of the sum of five dollars, we the said Joseph Murray and William H. Lowe, trustees as aforesaid, do grant, bargain and sell unto the said Uberto Mendenhall, all of the right and title of the said Jacob Snively, and of the said John H. P. Adams, and of all the parties to the aforesaid equity and Insolvency proceedings, respectively in and to all of that parcel of land lying and being in Election District No. 5, in Washington County, Maryland, near the Eastern end of the Town of Hancock, improved by buildings known as the "Hancock Steam Mill" and comprising two parcels of land lying adjacent, and described as follows, for the First Beginning at a stake on the South side of the National Turnpike and near a basin of the Chesapeake and Ohio Canal and at the Northwest corner of a lot of ground sold by Jonathan Rowland to Patrick McGinley, and running thence along the South side of said Turnpike road North 77 degrees West 6 perches to a stake; North 71 $\frac{3}{4}$ degrees West 8 perches to a stake; South 30 $\frac{1}{2}$ degrees West 1 perch to a stake on the embankment of the Canal basin; and North 30 $\frac{1}{2}$ degrees East 12 perches from a stone planted for a Canal boundary; then with the line of the water in the basin South 49 degrees East 9 perches; South 73 degrees East 3 perches; then North 77 $\frac{1}{2}$ degrees East 4 perches to a stake on the Western line of the said McGuiley's lot; then North 11 degrees East 3 perches to the beginning, containing fifty square perches of land, more or less, and being the same parcel of land to be found fully described in a deed conveying the said land to Jacob Snively from Daniel Weisel, Trustee, bearing date the 31st day of August A.D. 1847, and recorded among the Land Records of Washington County in Liber IN 2, folios 768 & 769, whereto for a further description of said parcel of land herein conveyed reference is hereby made. The Second parcel of land conveyed, adjoins the first parcel above described on the East, comprises about fifty perches of land, more or less, being the same lot or parcel of ground sold as aforesaid by Jonathan Rowland in his lifetime to Patrick McGinley, and by McGinley sold to Jacob Snively, the two parcels or whole tract of land herein conveyed, adjoins on the South and Southeast the National Turnpike road, on the Southwest the Chesapeake and Ohio Canal, on the West the

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land of Richmond Gregory's heirs, and on the East the premises of Philip Little and contains one hundred square perches of land, more or less. Witness our hands and seals.

Teste: Joseph Harrison

Joseph Murray, Trustee {Seal}

G. K. Lewis

William H. Lowe, {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this 8th day of October A.D. 1880 before me, the subscriber, a Justice of the Peace of the State aforesaid, in and for the County aforesaid, personally appeared Joseph Murray, trustee, and William H. Lowe, trustee, and did each acknowledge the foregoing deed to be their respective act.

Joseph Harrison, J.P.